

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TRINIDAD

AND

AFSCME LOCAL 1074, COUNCIL 18

JANUARY 1, 2024

TO

DECEMBER 31, 2026

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ARTICLE I

UNION RECOGNITION AND SECURITY

SECTION 1. RECOGNITION:

The City of Trinidad recognizes AFSCME Local No. 1074 as the sole and exclusive bargaining agency for all General Services Employees of the City of Trinidad in all matters pertaining to Wages, Working Hours and Health Insurances and terms and conditions and other issues agreed to by the City of Trinidad and AFSCME Local No. 1074 (General Service Union employees listed in Appendix A are protected by this Contract).

SECTION 2. UNION SECURITY:

This Agreement shall be effective for all employees who are members in good standing as of the effective date of this Agreement. Existing employees working in a job classification covered under this Agreement may join the Union after successful completion of a probationary period. Any new employee working in a job classification covered under this Agreement may join the Union after successful completion of a probationary period.

SECTION 3. PAYROLL DEDUCTION OF DUES:

Upon written or electronic authorization of the employee, The City agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The monthly dues will be deducted from the member's paycheck issued nearest the end of the month payable for the following month and remit an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

Employees who have authorized union deductions shall have the right to cancel such deduction by providing written notice to the Union and the City of Trinidad during the first fifteen (15) days in July of each year.

The City agrees to deduct from the wages of any employee who is a member of the Union a Union Political Action Committee deduction to "PEOPLE" as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

SECTION 4. MEETING ON UNION BUSINESS:

The appropriate Union Steward and/or AFSCME Council No. 18 Representative may confer with any employee covered by this Agreement on the job site during work hours concerning any grievance or other matter covered by this contract. Such conference shall be with the prior consent of the supervisor of the affected employee(s) and limited to the amount of time necessary for that purpose and shall be arranged so as not to interfere with other employees in the work unit.

SECTION 5. INDEMNIFICATION OF CITY:

The Union shall indemnify the City of Trinidad against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with any of the provisions of this Agreement.

SECTION 6. DEFINITIONS:

- A. Regular Employee – An employee who has been hired or promoted to fill a regular position with the City, which position is represented by this Agreement. Such regular employee must have satisfactorily completed the required probationary period.
 - 1. Full-time employee – An employee whose established job assignment and duties require an eight (8) hour workday or a forty (40) hour work week.
 - 2. Part-time employee – An employee whose established job assignment and duties require less than an eight (8) hour work day or less than a forty (40) hour work week.
- B. Probationary Employee – An employee who has been hired in anticipation of filling a regular position and who must satisfactorily complete a probationary period of a minimum of six (6) months' duration before being classed as a regular employee.
- C. Temporary/Seasonal Employee – An employee who has been hired to fill a temporary, seasonal, or special assignment position in the City. The filling of a temporary/seasonal position may be for the same job duties or similar job duties as a regular employee; however, a temporary/seasonal assignment may not exceed six (6) continuous months in duration. Should it be determined by the City Manager, a temporary/seasonal position may be extended for an additional six (6) months; however, in no case shall the total duration of a temporary/seasonal position, including the initial appointment and any extension, exceed a total of twelve (12) months. Driving privileges may be allowed at the discretion of the Department Head.
- D. Continuous Operations Personnel – Employee(s) assigned to job duties and/or positions with a City Department which require operating schedules on a multi-shift schedule basis.

- E. Extended Operations Personnel – Employee(s) assigned to job duties and/or positions with a City Department which require operating schedules beyond the typical eight (8) hour work day hours.
- F. Work Year – One year (12 months) of time from the initial date of employment of a regular, full-time City employee.
- G. Work Week – a seven (7) day period beginning at 12:00am on Saturday and ending at 11:59pm on Friday.
- H. Temporary Assignment – The assignment of a City employee by his supervisor to a work position other than the position to which he was hired.
- I. Overall Seniority – The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by that employee's respective date of hire in a position recognized by this Agreement. For regular, part-time personnel, the prioritized order shall be based upon such employee's proportional length of employment as compared with the standard work year of 2,080 hours.
- J. Departmental Seniority – The prioritized order for calculation of rights and privileges afforded by this Agreement. Calculation of such priority shall be determined for each regular employee by the employee's respective date of assignment in his/her current City Department. For regular, part-time personnel the prioritized order shall be based upon such employee's proportional length of service in the Department in which he or she is assigned.
- K. Immediate Family – Immediate Family is defined for the purpose of this Agreement as the employee's spouse or domestic partner (*i.e.*, a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), parents, step-parents, guardians, children, step-children, grandparents, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law, and the employee's spouse's parents.
- L. Flex Time – Flex time is an alternative work schedule authorized by Management that may exceed eight (8) hours per day, such as four (4) days at ten (10) hours, but may not exceed forty (40) regular hours per week.
- M. Disciplinary Action – A reprimand or corrective action in response to employee misconduct, rule violation, or poor performance.
- N. File Purge - After the allotted time has passed as stated in this agreement, an employee may request, in written form, to have their personnel file purged.
- O. Just Cause – There must be sufficient justification in the behavior, actions, and/or conduct of an employee to warrant a particular consequence of disciplinary action.

ARTICLE II RIGHTS OF MANAGEMENT

SECTION 1. UNION RECOGNITION.

The Union recognizes the prerogative of the City of operate and manage its affairs in all respects in accordance with its authority, discretions responsibilities, and power of authority as set forth under the Constitution and the Statues of the State of Colorado and the Charter of the City of Trinidad.

SECTION 2. MANAGEMENT PREROGATIVES.

The City shall have and retain the sole responsibility for the management and operation of all Employer's functions and direction and control of its workforce, facilities, properties, program and activities, except as expressly limited by the terms and conditions of this Contract. These rights include but are not limited to the following:

- Determining the Employer's mission, policies, and all standards of service offered to the public;
- Planning, directing, controlling and determining the operations or services to be conducted by employees;
- Determining the methods, means, number of personnel needed to carry out any Department's mission;
- Directing the work force and issuing or changing work orders and rules.
- Hiring and assigning or transferring employees within or between departments.
- Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining, including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement; and
- Introducing new or improved methods, equipment or facilities.
- Completing performance evaluations of employees as required.
- Classifying, reclassifying or merging positions as required.

These rights are diminished only by the law and this Agreement.

ARTICLE III

LAYOFF/REHIRE PROCEDURE

SECTION 1. LAYOFF NOTICE:

In case of layoff, notice of such layoff shall be given to the affected employee(s) in written form, either by personal service by his or her supervisor or by certified mail. In either case, a minimum of ten (10) work days of notice shall be given prior to the effective date of layoff. Copies of such layoff notice for any employee covered by this Agreement shall be provided to the appropriate Union Representatives.

SECTION 2. EMPLOYEE LAYOFF SELECTION:

The City shall have the sole authority to determine which positions shall be affected by employee layoff. Determination of any employee(s) affected by layoff shall be on the basis of departmental seniority for the position(s) affected.

SECTION 3. EXERCISE OF BUMPING RIGHTS:

If an employee in a position that has been selected for layoff is determined to be qualified for a position in a lesser classification within the same department, and such employee has Departmental Seniority over any other employee in such lesser classification, then the senior employee may exercise bumping rights. The determination of qualifications of any employee wishing to exercise bumping rights into a department other than the Department in which that employee is assigned shall be made by the City based upon the employee's previous successful experience in the lesser classification within the Department and satisfactory completion of a trial period as set forth in Article IX, Section 5.

SECTION 4. BUMPING RIGHTS TIME LIMIT:

The exercise of bumping rights by an employee shall be initiated in writing by such employee within ten (10) calendar days from the date of receipt of a layoff notice, or such rights shall be forfeited. Any employee displaced through the bumping rights process may exercise the same rights with a lesser position.

SECTION 5. REHIRE PROCEDURE:

If the City should reestablish a position previously eliminated by layoff within one (1) year from the date such position was eliminated, the former employee previously in that position shall be given ten (10) calendar days' written notice to indicate a desire to fill the position. Such notice shall be by certified mail to the former employee's last known address.

Should such former employee indicate a desire to return to employment with the City, such former employee must be available to report to work within ten (10) calendar days of his response to the position vacancy.

Any employee returning to work with the City under the provisions of this Article shall be subject to the trial period as set forth in Article IX, Section 5.

SECTION 6. REINSTATEMENT OF SENIORITY:

Any employee who terminates employment with the City as a result of layoff, or caused by the exercise of bumping rights by a senior employee, and who returns to employment with the City to any position other than the position previously held by such employee within one (1) year of the date of termination, shall retain his or her seniority with respect to rates of accrual of leave benefits.

Seniority, relative to future layoff, shall be based upon the employee's date of re-employment and only to the position to which the employee has been re-employed.

Any employee who terminates employment in good standing, other than by layoff, with the City shall forfeit all seniority at the time of termination. Should such employee be subsequently re-employed by the City to any position covered by this Agreement, that employee will be considered to be a new employee in all respects as if never previously employed by this City.

ARTICLE IV DISCIPLINE OR DISCHARGE

SECTION 1. IMPOSITION OF DISCIPLINE:

The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. While disciplinary actions are generally applied in a progressive manner, the employer may impose discipline at a level which is appropriate to the offense committed.

SECTION 2. ADMINISTRATIVE LEAVE OF ABSENCE:

The City and the Union recognize that it may be necessary to place an employee on administrative leave of absence, with pay, when allegations of criminal misconduct, or allegations of a flagrant violation of this Agreement or a City policy, warrant such an action.

SECTION 3. UNSAFE ACTS.

The City and Union agree to cooperate with each other in the implementation of safety rules and regulations per local, state and federal requirements. The City shall provide a safe work environment, and employees shall work in a safe manner at all times and in accordance with City safety programs.

All safety concerns or potential risks shall be reported immediately to a supervisor or designee. It is clearly understood that the City shall take no reprisal against employees for reporting issues. Upon notification, the supervisor will notify the appropriate division manager and safety personnel.

SECTION 4. DISCIPLINARY PROCEDURE:

No regular employee may be disciplined or discharged except for just cause. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.

During the disciplinary process, the supervisor shall issue a statement of the infraction (s) and outline corrective measures the employee should follow to avoid re-occurrence.

Disciplinary action shall be generally implemented in a progressive manner and include the following, but need not follow this order depending on the seriousness of the infraction by the employee.

A. Corrective Actions (non-grievable):

Infractions falling under this category are non-grievable and shall require an in-person meeting with the supervisor and the employee away from other employees and the public.

- (1) Counseling Memo – The City may use non-disciplinary counseling actions as a corrective precursor to formal disciplinary action. Counseling actions shall be used for performance improvement and corrective action concerning minor infractions, and shall serve to inform the employee that his/her performance, behavior and/or conduct need(s) to be improved, and to provide guidance for corrective action needed from the employee to improve. The memo shall be reduced to writing and acknowledged by the employee and placed ~~kept~~ in the subject employee's personnel file for a period of six (6) months from the date of the memo. If no similar occurrence takes place during that time period, the employee may request that the documentation be purged from the file.

B. Disciplinary Action (these actions are grievable must follow the process outlined in Section 8):

- (1) Written Reprimand – If a supervisor has reason to issue a written reprimand to an employee in his/her charge, such reprimand shall be issued in written letter form stating the infraction of the employee and outlining corrective measures the employee should follow to avoid re-occurrence. This written reprimand represents a written warning given to an employee in the case of a significant infraction or repeated minor infractions. The date of the written reprimand shall be the same as the date the reprimand is presented to the employee. A copy of the reprimand shall be kept in the employee's personnel file for a period of one (1) year from the date of the reprimand. If no similar occurrence takes place during that time period, the employee may request that the reprimand be purged from the file.
- (2) Suspension Without Pay – Issued for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed. If a supervisor has just cause to issue a suspension without pay to an employee in his charge, such suspension shall be issued in written letter form stating the infraction of the employee, the corrective measures the employee should follow to avoid re-occurrence, and the duration and effective date of suspension. The date of the letter should be the same as the date the letter is presented to the employee. A copy of the suspension shall be kept in the employee's personnel file for a period of two (2) years from the date of suspension. If no similar occurrence takes place during that time period, the employee may request that the documentation be purged from the file.

- (3) Demotion to Lower Classification – May be issued if it is determined that the employee is not competent to perform his/her job, or as part of progressive disciplinary process. An employee may be demoted for a single serious offense or for continued substandard job performance or misconduct when previous attempt(s) to correct behavior have failed. If the Supervisor has just cause to demote an employee in his charge, such demotion shall be issued in written letter form stating the infraction of the employee, the corrective measures that were advised and the effective date of the demotion. The date of the letter should be the same as the date the letter is presented to the employee. A copy of the demotion shall be kept in the employee's personnel file for a period of three (3) years from the date of the demotion. If no similar occurrence takes place during the time period, the employee may request the documentation be purged from the file.
- (4) Termination of Employment (Discharge) – Termination is the final consequence when other progressive discipline has failed to correct an employee's unacceptable behavior or job performance, or as the only step of progressive discipline if warranted by an employee's egregious behavior and/or misconduct which constitutes grounds for immediate discharge. When the City has reason to discharge an employee covered under this Agreement, the City will provide a written letter form to the employee indicating the reasons for such consideration. The letter shall be considered given to the employee if personally delivered or, if unable to be personally delivered, after five (5) working days have elapsed from the date of certified mailing to the employee's last address of record in the Payroll Department.

Pursuant to Section 4, paragraph 4, upon submission of a grievance, the City shall place the employee on unpaid administrative leave while the grievance process takes place.

SECTION 5. FLAGRANT VIOLATION:

Any employee may be suspended immediately for conduct prejudicial to the City, public, or fellow employees, if the public safety and/or welfare are affected.

SECTION 6. PRE-DISCIPLINARY MEETING:

- A. Before a suspension, demotion or termination occurs, a pre-disciplinary meeting shall be held. A pre-disciplinary meeting shall not be required for a counseling memo, written disciplinary action notice, disciplinary probation or prior to placing Union member on investigatory leave.
- B. The purposes of the pre-disciplinary meeting are the following:
1. To allow the Union member to correct any errors in City of Trinidad information or facts upon which it proposes to take disciplinary action; and
 2. To allow the Union member to tell his or her side of the story and present any mitigating information as to why the disciplinary action should not be taken.

- C. The written notice of contemplation of disciplinary action and pre-disciplinary meeting shall contain the following:
1. That disciplinary action is contemplated;
 2. The specific conduct or omission committed by the Union member, which the City of Trinidad believes is in violation of this contract, the Personnel Policy, City of Trinidad rules, regulations or practices, or other applicable federal, state or local law;
 3. The purpose of the pre-disciplinary meeting as described in subsection B2 above;
 4. The date, time and location of the pre-disciplinary meeting; and
 5. That the Union member is entitled to representation by a disinterested union steward or AFSCME Representative at the meeting, which does not include attorneys.
- D. The notice of the pre-disciplinary meeting will be given to the Union member in person with a certificate of hand delivery, or certificate by courier delivered to his/her last address of record in the Payroll Department, or sent by first-class certified/registered U. S. Mail with a certificate of mailing, ten (10) working days before the meeting is to occur.
- E. Because the meeting is not adversarial, the following shall apply:
1. Justification of management's views to the Union member or his/her representative;
 2. No Testimony by or cross examination of witnesses;
 3. No Testimony under oath; or
 4. No Recording of the proceedings by a court reporter or tape recorder, or any other recording device.
- F. Failure of a supervisor to comply strictly with the requirements in this subsection B shall not constitute a basis for reversing a disciplinary action upon grievance, arbitration, or mediation.

SECTION 7. DUE PROCESS.

If the discipline is the result of a criminal investigation that may be charged as a felony, the department head will be allowed to forego the pre-disciplinary meeting until charges are filed or until the matter is resolved and the employee is found guilty or pleads guilty to a felony.

The City shall discharge an employee only upon a finding of just cause. Such finding may be based upon, but not limited to, one or more of the following grounds:

- (a) Incompetence, incapacity, or inefficiency in performance of duties;
- (b) Violation of an official rule, regulation, or order;

- (c) Failure to obey any lawful or reasonable direction when such action amounts to insubordination or serious breach of discipline;
- (d) Conviction of a felony;
- (e) Willful or repeated negligence in performing duties;
- (f) Conduct unbecoming an employee of the City;
- (g) Conduct subversive to the laws of the State or Nation;
- (h) Misuse of public funds; or
- (i) Falsifying reports or records.

Discharge shall be effective immediately upon service of written notice by the employee's supervisor, or upon receipt of written notice by certified mail. Such notice shall specify the finding(s) upon which the termination is based.

SECTION 8. DISCIPLINARY GRIEVANCE PROCEDURE:

- A. The following steps shall be utilized if an employee wishes to dispute the disciplinary action taken against him or her where the disciplinary action involved either a demotion, suspension without pay, or discharge:

Step 1 - If the employee disagrees with the discipline administered, he or she will, within ten (10) working days of the disciplinary action, file a written grievance with the department head and may obtain the assistance of the Union representative in doing so. The department head will schedule a meeting within ten (10) working days with the employee and the Union representative. Following the meeting, the department head will provide a decision to the employee and the Union representative within ten (10) calendar days.

Step 2 - If the grievance is not resolved at Step 1, the aggrieved employee may refer the grievance to the City Manager for a hearing, such request being in writing, within ten (10) working days of the issuance of the department head's decision. Should a hearing be requested, a decision shall be issued within ten (10) calendar days of the hearing.

Step 3 - If no agreement is reached at Step 2, the employee or a Union representative or his designee may, within ten (10) working days of receipt of the Step 3 answer, request mediation by sending a letter to the Federal Mediation and Conciliation Services, with a copy to the City. Mediation will be set as soon as possible after the request.

Step 4 - If the issue is not resolved after mediation, the employee will have ten (10) working days to file a request to American Arbitration Association (AAA) requesting a list of seven (7) qualified arbitrators. Once a list is received, the parties will select the arbitrator by alternately striking one name from the list until only one name remains. The order of striking will be alternated between the parties. On a case-by-case basis, the parties may mutually agree on an arbitrator without utilizing the AAA process to select an arbitrator.

Hearings shall take place at a location mutually agreed upon by the parties. At the earliest possible time, the arbitrator shall conduct a hearing in order to hear testimony, receive evidence, and consider arguments. The arbitrator will base the decision solely on the evidence presented at the hearing, and if possible, will issue a written decision within thirty (30) calendar days of the close of the hearing. The arbitrator shall have no power to add to, subtract from, alter, or amend the terms of this agreement. The Arbitrator shall have no power to expand the issue to anything beyond what the parties place before him or her.

The hearings shall be closed upon the completion of testimony. The arbitrator shall render his or her decision as soon after the close of the hearings as may be feasible. If the arbitrator is unable to make his or her decision within thirty (30) days of the close of the hearing, he or she shall promptly advise the parties of the reasons for the delay and the date when his or her decision will be submitted. The arbitrator's decision shall be final and shall govern on the dispute before him or her. Expenses and fees incident to the service of an arbitrator shall be paid equally by the City and AFSCME Local 1074.

- B. Right of Withdrawal – The designated Union representative or his designee has full authority to proceed with or withdraw the grievance at any step of this procedure.
- C. Right to Be Present – The employee shall have the right to be present at each step of the grievance procedure.
- D. Finality of Settlements – Settlements reached at any step of the grievance procedure shall be final and binding on both parties and shall not be subject to further proceedings under this Article except by mutual agreement. Settlements reached shall be in writing and signed by appropriate representatives of the Union and the City.
- E. Waiver of Time Limits – By agreement, the parties may waive the time limits set forth in each step of the grievance procedure.
- H. Reinstatement - In the event that an employee covered by this Agreement is found to have been discharged by the City Manager or otherwise demoted unjustly, the City Manager shall reinstate such employee and shall pay all compensation for lost wages for such lost regular work time and benefits at the employee's regular rate of pay. The employee shall also have any lost seniority restored.
- I. Abeyance – Due to unforeseen difficulties or circumstances both sides may agree in writing to a temporary hold or abeyance during the grievance process.

ARTICLE V HOURS OF WORK

SECTION 1. WORK SHIFT:

The normal work shift for all regular, full-time employees shall be eight (8) hours within a 24-hour day. The normal work week for all such employees shall be forty (40) hours within a work week. Regular, full-time employees covered by this Agreement shall be assigned five (5) consecutive work shifts within a work week unless such employee(s) is scheduled to work flex time as defined.

All normal work shift hours shall be consecutive except for meal and break periods. Meal periods shall be either one-half (1/2) hour or one (1) hour in duration, as determined by Management. Break periods shall be set by the Supervisor, but in no case more often than once each half of the work shift and no longer than fifteen (15) minutes in duration. When work demands require, the meal period and break periods may be modified by the Supervisor.

SECTION 2. FIRST SHIFT DAY:

The first day of an assigned work shift in each work week for any regular, full-time employee shall constitute the first shift day for the purpose of computing the work week.

SECTION 3. ON-CALL POLICY:

An on-call program may be put into effect using a rotating on-call list of regular, full-time employees who may be assigned to on-call duty for periods of time before or after their normal work shifts. The employee who is the designated on-call person for his/her department will receive for the week of on-call duty the sum of one hundred seventy-five dollars (\$175.00) for that week. The employee will be allowed a response time of one-half (1/2) hour. A delay in response time is subject to disciplinary action, in accordance with Article IV. There will be only one person per department per week in the following six (6) departments who will receive the on-call duty pay: Gas, Water, Power & Light, Public Works, Fleet Maintenance, Parks & Recreation. In the event that the on-call person being unavailable due to circumstances which were unanticipated or by approved and scheduled vacation, the replacement on-call person shall be the most senior employee who volunteers to replace the on-call person, or if there being no volunteer, the least senior employee. Succeeding overtime assignments shall exhaust the list of qualified personnel affording each qualified employee the opportunity for assigned overtime. Employees who carry the pagers will be afforded the option of receiving the monetary compensation of \$175.00 or comp time computed by dividing the \$175.00 pager pay by the employee's hourly rate of pay. That number will be the amount of hours earned for that employee. The amount of hours will vary from employee to employee but the value will remain constant at \$175.00.

Any employee on light duty status shall not be required to be on-call until light duty status is lifted.

SECTION 4. EMERGENCY/CALL-BACK HOURS:

Any regular, full-time employee who is called back to work before or after a normal work shift without a prior notice of at least twenty-four (24) hours shall be entitled to emergency/call back compensation. Such compensation shall be computed at two (2) times the normal hourly rate for each employee for actual time worked. Actual time worked shall be computed to the next one-quarter ($\frac{1}{4}$) hour.

Any call for service received prior to end of the work shift that extends work beyond the normal work shift shall be compensated at one and one-half ($1\frac{1}{2}$) the normal hourly rate.

Any emergency call received by an on-call employee while working beyond the normal work shift at 1.5 rate shall only be compensated at 1.5 rate.

Employees shall be compensated for a minimum of one (1) hour of emergency/call back pay for each occurrence. The work shift shall be identified by time card record. Compensation for assigned, scheduled overtime with notice of twenty-four (24) hours, or any overtime acquired on a volunteer basis, shall be computed at one and one-half ($1\frac{1}{2}$) the normal hourly rate.

ARTICLE VI HOLIDAYS

SECTION 1. HOLIDAYS OBSERVED: All regular, full-time employees, with the exception of those noted in Section 2 of this Article, shall be afforded the following paid holidays. Such employees shall be given time off with regular pay for such holidays. The holidays recognized by this Agreement shall include:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Date varies based on calendar
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
General Election Day	Tuesday following first Monday in even-numbered years
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.

SECTION 2. COMPENSATION IN LIEU OF HOLIDAYS FOR CONTINUOUS OR EXTENDED OPERATIONS PERSONNEL:

Employees assigned to work as continuous operations personnel or extended operations personnel shall receive monetary compensation in lieu of holidays. Such compensation shall be calculated for each qualifying employee on the basis of that employee's hourly wage rate, multiplied by the equivalent number of hours constituting the scheduled holidays recognized by this Agreement except the personal leave days. For any qualifying employee working less than a full calendar year, such compensation shall be apportioned based upon the remaining recognized holidays within that calendar year following the date such employee becomes a regular, full-time employee. Payment of such compensation shall be made in one lump sum, less appropriate deductions and taxes at the time of issuance of payroll for the second half of the month of November of each year; except that the Power & Light Department's power plant continuous personnel shall be paid on a monthly basis rather than once annually. At no time will the value of holiday compensation be less than two and one-half (2 1/2) times ninety-six (96) hours of current hourly wage.

SECTION 3. PERSONAL DAYS:

In addition to the above noted holidays, four (4) work shifts per year of paid leave, known as personal leave days, shall be granted to each regular, full-time employee of the City. Such employee must have been employed by the City as of January 1st of the current calendar year to qualify for such personal leave days. The utilization of such personal leave days shall be subject to the operational needs of the Department to which such employee is assigned and must be authorized by the employee's supervisor. Any personal leave days not utilized by the end of the calendar year shall be forfeited.

SECTION 4. SPECIAL DAYS OFF:

When the majority of represented employees covered under this agreement agree to take a day off for which they will be required to take vacation leave, this decision will not be grievable.

ARTICLE VII LEAVE BENEFITS

SECTION 1. VACATION/ANNUAL LEAVE:

- A) Rate of Accrual – Each regular, full-time employee shall accrue basic vacation/annual leave following satisfactory completion of an initial probationary period in accordance with the following schedule:

Years of Service	Hours Accrued Per Year
6 mos thru 5 years	96
5 yrs to 6 yrs	104
6 yrs to 7 yrs	112
7 yrs to 8 yrs	120
8 yrs to 9 yrs	128
9 yrs to 10 yrs	136
10 yrs to 11 yrs	144
11 yrs to 12 yrs	152
12 yrs to 13 yrs	160
13 yrs to 25 yrs	160
25 yrs to 26 yrs	168
26 yrs to 27 yrs	176
27 yrs to 28 yrs	184
28 yrs to 29 yrs	192
29 yrs +	200

The beginning date of accrual of vacation/annual leave shall be based upon the initial date of employment as a regular, full-time employee. With respect to accrual of annual vacation leave by any employee hired after January 1, 1998, after 320 hours are accrued, no further hours of vacation leave will be accrued until the employee drops below 320 hours of unused vacation leave.

- B) Longevity Compensation – Each regular, full-time employee attaining twenty-five (25) years of employment with the City from his/her initial date of hire shall be granted longevity compensation in the form of one (1) additional day of leave for each

year of employment beyond twenty-five (25) years, up to a maximum of five (5) additional longevity compensation days.

- C) Use of Accrued Leave – Each regular, full-time employee shall be allowed to schedule his/her accrued vacation/annual leave based upon a departmental schedule to be determined by the last working day of February of each year. The priority of scheduling vacation/annual leave shall be on the basis of departmental seniority of the personnel of each Department and shall be subject to the work schedule needs of that Department. In no case, however, shall any employee be allowed to schedule more than ninety-six (96) hours of vacation/annual leave consecutively unless each member of that Department has had an opportunity to schedule his/her basic vacation/annual leave.

In determining a departmental vacation/annual leave schedule, Management may adjust the scheduled days of annual leave for any employee with a written notification to such employee at least two (2) calendar weeks prior to the first day of such scheduled vacation/annual leave.

Any regular, full-time employee who may be on probation or a trial period shall not be allowed to utilize accrued vacation/annual leave.

- D) Rescheduling of Accrued Vacation/Annual Leave – Should operational emergencies or other circumstances occur which preclude an employee from utilizing scheduled vacation/annual leave, such employee shall be allowed to re-schedule such vacation/annual leave within the same calendar year, subject to the Departmental work schedule needs.

- E) Once per year, if in the event an employee is capped at 320 hours and is declined vacation time, that employee will have the option to buydown vacation hours equivalent to the requested time off, but not to exceed 50 hours.

Additionally, if any employee experiences an unforeseen emergency, that employee will be allowed to buy down his/her vacation time no more often than once per year and not to exceed 50 hours. An emergency shall for this purpose be defined as the following:

- An illness or accident of the employee or spouse or dependent of the employee.
NOTE: A dependent is defined as a spouse, child, stepchild, or any other immediate family member as defined in Article 1, Section 6k living in the household for which they are primary caregiver and/or Power of Attorney.
- Medical expenses not covered by insurance or other reimbursements.
- Funeral expenses for a spouse or dependent.
- Loss of the employee's property due to casualty, such as damage caused by a fire or flood.
- Foreclosure or eviction from employee's primary residence.

NOTE: The determination of an unforeseen emergency will depend on the facts and circumstances of each case. Guidelines would not consider a planned or voluntary

event to be an unforeseen emergency. Examples may include, but not limited to: purchasing a home or automobile, education expenses, normal monthly expenses like gas or groceries, elective surgery, taxes, legal fees/judgments, moving expenses or loss of income that is not the direct result of an illness or accident would likely not qualify.

SECTION 2. SICK/HEALTH LEAVE BENEFITS:

- A) Rate of Accrual – Each regular, full-time employee shall accrue sick/health leave on the basis of eight (8) hours for each month of completed employment with the City following satisfaction of his/her probationary period. Sick/health leave may be accrued by regular, full-time employees hired on or before January 1, 1998, to a maximum of seven hundred twenty (720) hours. Sick/health leave may be accrued by regular, full-time employees hired after January 1, 1998, to a maximum of six hundred forty (640) hours.

Any regular, full-time employee hired on or before January 1, 1998, accumulating in excess of seven hundred twenty (720) hours shall be compensated for all excess, accrued hours at his/her regular/hourly rate of pay at the end of each calendar year. Any regular full-time employee hired between January 1, 1998, and December 31, 1998, accumulating in excess of six hundred forty (640) hours shall be compensated for all excess, accrued hours at the rate of fifty percent (50%) of his/her regularly hourly rate of pay at the end of each calendar year. Any regular, full-time employee hired on or after January 1, 1999, will accrue unlimited hours of earned sick leave in excess of the maximum six hundred forty (640) hours but will not be compensated for any accrued sick leave. In exchange for the removal of the cap, the Union agrees to waive compensation for sick leave benefits for full time employees hired on or after January 1, 1999, in future contracts.

- B) Use of Accrued Sick/Health Leave – Each regular, full-time employee shall be allowed to utilize sick/health leave in compliance with the Colorado Healthy Families and Workplaces Act (HFWA).
- C) Notification to Supervisor – Each regular, full-time employee shall notify his/her immediate supervisor at least two (2) hours prior to the start of such employee's work shift that he/she is not able to work that day. Any deviation from the two (2) hour notification shall require justification by the employee to his/her supervisor. Should an employee become ill on the job, such employee shall only be assessed sick/health leave for the actual time missed, recorded to the nearest half hour. Failure of any regular, full-time employee to provide proper notification to his/her supervisor shall be cause for denial of sick/health leave benefits, and such employee shall be subject to disciplinary action.

SECTION 3. MILITARY LEAVE:

The City recognizes and acknowledges State and Federal laws regarding rights and benefits due any employee in military service to this Country.

SECTION 4. JURY DUTY/WITNESS LEAVE:

Any regular, full-time employee subpoenaed as a witness in any legal proceeding involving the City or called to jury duty shall notify his/her supervisor as soon as possible upon receipt of such notice and shall provide a copy of such notice to his/her supervisor. Such employee shall not have any time charged against accrued leave for such witness/jury leave. Where an employee is paid a fee for jury duty or a witness fee, such fee shall be assigned over to the City. Failure to do so shall result in such employee being charged for the time away from the job consumed by such absence. Where notice of jury duty or subpoena identifies a specific hour at which time such employee must appear, the supervisor shall allow that employee to leave his/her assigned job duties with sufficient time to report as mandated by the notice. Upon dismissal from such requirement, as specified by the notice, the employee shall return to his/her job duties if his/her assigned work shift has not concluded.

Not to be confused with this allowance, any regular, full-time employee summoned or subpoenaed to a legal proceeding, either civil or criminal, not related to his/her job duties, shall only be allowed the necessary time away from his/her job, upon showing of proper documentation to his/her supervisor. Such necessary time shall be charged to the employee's accrued vacation/annual leave.

SECTION 5. FUNERAL LEAVE:

In the event of a death in the Immediate Family (as defined in Article I, Section 6) of any employee, such employee shall be granted a leave of absence with pay not to exceed five (5) working days. Such leave shall be for the purpose of making household adjustments or to attend funeral services. If additional time is needed, sick leave and/or vacation/annual leave, at the employee's discretion, may be used for this purpose.

SECTION 6. MEDICAL LEAVE:

The City recognizes and acknowledges the rights of employees covered by this Agreement through the Family and Medical Leave Act of 1993.

SECTION 7. LEAVE OF ABSENCE WITHOUT PAY OR BENEFITS:

The City Manager may authorize, upon written request of any regular, full-time employee, a leave of absence without pay or benefits. Such leave of absence without pay or benefits shall be considered only upon presentation of documented medical advice or care prepared by a doctor.

The duration of any granted leave of absence without pay shall not exceed six (6) months. During such time, the employee shall not accrue any benefits; however, the City shall continue to provide health insurance benefits in accordance with Article XIII, Section 1.

SECTION 8. INJURY LEAVE/WORKERS COMPENSATION:

Any employee who suffers an injury or illness on the job shall be subject to the Workers' Compensation Act of Colorado. Until such time as a claim is determined to be compensable pursuant to Workers' Compensation Act, the time away from the job shall be charged to such employee's accrued leave time, beginning with accrued sick leave and followed by vacation/annual leave.

Upon determination that the claim is compensable pursuant to the Workers' Compensation Act, the leave time consumed shall be restored to that employee's account of accrued leave time. A copy of the written determination of acceptance of liability shall be provided to the injured employee. The City of Trinidad will continue to pay the injured worker 100% of their regular salary for six (6) months, whereby the employee would otherwise be entitled to temporary disability benefits (66 2/3%) from the City's Workers' Compensation carrier. After the first six (6) months have elapsed, the employee shall begin receiving temporary disability benefits (66 2/3%) directly from the City's Workers' Compensation carrier, rather than 100% of their salary from the City. Once the first six (6) months of injury leave has expired, the employee will not continue to accrue benefits except for medical/health insurance, for which the employee will be responsible for his/her share.

An employee incapacitated due to a job-related injury or illness who cannot perform the essential functions of his/her job with or without reasonable accommodation and who fails to return to work after twelve (12) months of injury leave is subject to termination. Prior to termination, the City Manager will review the employee's current medical ability and prognosis.

An employee who seeks to return to work from a job-related injury or illness is required to provide a "fitness for return to duty" report from his/her physician. If the employee returns from injury leave and within six (6) months becomes unable to work due in whole or in part to a re-injury or aggravation of the prior injury, the employee will be allowed to use the remainder of the original twelve (12) month injury leave period. Under this paragraph, the re-injured employee will *not* be allowed a second twelve (12) month leave period and will be subject to termination at the end of the original twelve (12) months of leave. However, prior to termination, the City Manager will again review the employee's current condition and prognosis.

SECTION 9. UNION CONTRACT NEGOTIATIONS LEAVE:

Negotiations for future changes or replacement of the current Union contract shall be conducted at times and places mutually agreed upon between the City and Union-designated negotiators. The members of the Union negotiations team shall be released from their respective job duties without loss of pay during the times of such negotiations, where such negotiations schedule coincides with the regular scheduled work hours of any such employee. It is recognized that the City and the Union may designate its representatives; provided, however, that the number of Union representatives shall not exceed five (5) except by agreement. Committee members will be allowed a reasonable amount of time to confer independently prior to the start of the negotiation meeting.

SECTION 10. PAID ADMINISTRATIVE LEAVE FOR UNION BUSINESS:

Employees, upon approval by the City Manager, will be granted reasonable paid administrative leave to carry out official Union business as elected delegates or appointed representatives.

The President of the Union may be permitted, as workload permits, to conduct Union business, to include grievances, posting of meeting notices, *etc.*, on work time.

ARTICLE VIII WAGES AND PAY PROVISIONS

SECTION 1. WAGES AND RATES:

The wage rate on an hourly basis for any job classifications covered by this Agreement shall be set forth according to the Wage Rates identified in Appendix A to this contract.

SECTION 2. PAY PERIODS:

The City shall pay the appropriate wages to each respective employee covered by this Agreement, subject to the required and certified payroll deductions. The issuance of payroll shall be on a bi-weekly basis.

SECTION 3. PAY DAY:

Pay Day is on Friday. When pay day falls on a holiday, payroll shall be issued on the last work day immediately preceding the holiday.

SECTION 4. OVERTIME COMPENSATION:

Any employee who works assigned, scheduled overtime shall be compensated at the rate of one and one-half (1 1/2) times his/her regular hourly wage rate for actual time worked in excess of eight and one-quarter (8 1/4) hours in a calendar day computed to the nearest one-quarter (1/4) hour.

For employees working a flex time schedule, overtime compensation shall be computed for actual hours worked in excess of ten and one-quarter (10 1/4) hours in any calendar day computed to the nearest one-quarter (1/4) hour.

Any employee working more than sixteen (16) consecutive hours shall be compensated at twice his/her hourly wage rate for actual time worked in excess of sixteen (16) consecutive hours computed to the nearest one-quarter (1/4) hour.

Any employee working more than six (6) consecutive work shifts shall be paid at twice his/her regular hourly wage rate for actual time worked on a seventh consecutive work shift computed to the nearest one-quarter (1/4) hour. Any employees working more than six (6) consecutive days shall be paid at twice his/her regular hourly wage rate for actual time worked on a seventh consecutive day completed to the nearest one-quarter (1/4) hour.

SECTION 5. COMPENSATORY TIME OFF:

Any employee who has worked overtime hours or emergency call back hours may elect to accrue the value of the extra time worked in lieu of monetary compensation. Such election shall be made in writing on the employee's time card for the pay period during which such extra time was worked.

The amount of time to be accrued shall be equal to the value for which monetary compensation would otherwise be paid (*i.e.*, one and one-half (1 ½) hours of accrued compensatory time for each hour of overtime worked and two (2) hours of accrued compensatory time for each hour of emergency call back time worked).

Use of accrued compensatory time by any employee shall require prior approval by his/her immediate supervisor in the same manner as for use of vacation/annual leave and shall be subject to the work demands of the department in which the employee works.

Any subsequent authorized absence (except for sick/health leave) of an employee who has accrued compensatory time shall result in the consumption of accrued compensatory time before the utilization of vacation/annual leave.

All accrued compensatory time maintained by any employee not specifically scheduled for use by September 1st of each year shall be paid off at face value coincident with the issuance of payroll for the second half of the month of September.

SECTION 6. ASSIGNMENT OF OVERTIME:

Assignment of overtime shall be at the direction of the employee's supervisor. Selection of employees for assigned overtime shall be on the basis of qualification. When two (2) or more employees within a department have similar or equal job classifications, the assignment of overtime shall be on a rotational basis, beginning with the most senior employee in that job classification. Succeeding overtime assignments shall exhaust the list of qualified personnel affording each qualified employee the opportunity for assigned overtime.

As far as practicable, overtime shall be voluntary. Should there be no volunteer for a necessary overtime assignment, the supervisor shall direct the least senior qualified employee to perform the assigned work.

SECTION 7. MANDATORY OVERTIME:

When a supervisor determines that overtime work is necessary for the protection of the safety, health, or welfare of the public, such overtime assignment for any employee in that supervisor's charge shall be mandatory.

SECTION 8. SEVERANCE COMPENSATION:

Any employee who terminates employment with the City for any reason shall be paid coincident with his/her final paycheck for all accrued vacation/annual leave and all accrued compensatory time, if any. In the event of the employee's death, the payment shall be made to the employee's beneficiary. Any employee hired on or before January 1, 1998, who terminates employment with the City in good standing (*i.e.*, not terminated for cause and who has given the City a minimum of two (2) calendar weeks' written notice of intent to terminate) shall also be compensated for accrued unused sick/health leave in accordance with the following schedule:

- (a) Employees with less than five (5) years of employment with the City as calculated from his/her initial date of employment shall not be entitled to any compensation for unused, accrued sick/health leave;
- (b) Any employee with more than five (5) years of employment but less than ten (10) years as calculated from his/her initial date of employment shall be compensated for all unused, accrued sick/health leave time at the rate of twenty-five percent (25%) of that employee's regular hourly wage rate at the time of termination for each hour or fractional hour of unused sick/health leave;
- (c) Any employee with more than ten (10) years of employment but less than fifteen (15) years as calculated from his/her initial date of employment shall be compensated for all unused, accrued sick/health leave time at the rate of fifty percent (50%) of that employee's regular hourly wage rate at the time of termination for each hour or fractional hour of unused, accrued sick/health leave;
- (d) Any employee with more than fifteen (15) years of employment but less than twenty (20) years as calculated from his/her initial date of employment shall be compensated for all unused, accrued sick/health leave time at the rate of seventy-five percent (75%) of that employee's regular hourly wage rate at the time of termination for each hour or fractional hour of unused, accrued sick/health leave;
- (e) Any employee with more than twenty (20) years of employment as calculated from his/her initial date of employment shall be compensated for all unused, accrued sick/health leave time at the rate of one hundred percent (100%) of that employee's regular hourly wage rate at the time of termination for each hour or fractional hour of unused, accrued sick/health leave. (Employees with twenty-five (25) years of employment, see Article VII, Section 1(b).)

Any employee hired between January 1, 1998, and December 31, 1998, who terminates employment with the City in good standing shall be compensated for those accrued unused sick/health leave hours in excess of six hundred forty (640) hours at the rate of fifty percent (50%) of his/her straight-time rate. Any employee hired on or after January 1, 1999, will *not* receive any compensation for unused sick/health leave, whether the employee has accrued sick leave in excess of six hundred forty (640) hours or not.

SECTION 9. PAY BY CLASSIFICATION:

Any regular, full-time employee temporarily assigned to work in a higher classification that has not been created due to the position being vacated shall be compensated at their current wage plus 10%, or a lesser percentage equal to the wage of the current incumbent, for the actual time in incremental one-quarter (1/4) hours worked in that classification; provided that management has appointed said employee to the temporary assignment and employee shall not be compensated for any time less than 4 hours. Any regular, full-time, employee temporarily assigned to a lower classification shall be compensated at his/her normal regular hourly rate for such time during the work assignment in the lower position.

SECTION 10. TRAINING COMPENSATION:

Any regular, full-time employee may request and be assigned to training in a position in a higher classification within the same department in which such employee is classified. Such employee shall be compensated at an hourly rate equal to ten percent (10%) less than the regularly hourly rate for that position during such time while in a training status. In no case, however, shall such employee's hourly wage rate be less than the normal hourly rate for the position regularly assigned. The granting of training and the frequency of assignment of job duties in a training status shall be at the discretion of the supervisor of the position for which training is assigned. The City will provide schooling, training, and mock testing for employees anticipating promotional opportunities.

SECTION 11. SHIFT DIFFERENTIAL COMPENSATION:

Any regular, full-time employee whose assigned hours of work in a regularly scheduled shift with work hours extending from 3:00 p.m. to 11:00 p.m. shall be compensated at the regular hourly rate plus a premium of nine (9) percent for actual hours worked during that time interval.

Any regular, full-time employee whose assigned hours of work in a regularly scheduled shift with work hours extending from 11:00 p.m. to 7:00 a.m., shall be compensated at the regular hourly rate, plus a premium of twelve (12) percent for actual hours worked during that time interval.

SECTION 12. CERTIFICATION AND LICENSE FEES:

- (a) Certification Fees – Any employee required by their respective job duties or by law to attain and maintain certification in any skill level shall have all associated costs for fees, testing, training, and travel paid by the City. General Fund employees covered under this contract shall be entitled to compensation for up to three certifications at \$0.30/hr each. Certifications shall be approved by the City Manager (see Appendix B for current list). Utility fund employees shall be compensated in accordance with their established departmental certification scale.

- (b) License Fees – Any employee required to attain and maintain a Commercial Driver's License (CDL) shall have all associated costs for fees, testing, training, and physical/medical examinations paid by the City.

SECTION 13. LONGEVITY COMPENSATION:

In addition to other compensation, any regular, full-time employee shall be entitled to a “longevity” wage increase of \$0.04 per hour upon each of the employee’s annual anniversary dates with the City.

ARTICLE IX POSITION VACANCIES

SECTION 1. POSTING OF VACANCIES:

If a vacancy occurs in any job other than the lowest classification within that department, and if the City intends to fill the vacancy, the job shall be first posted within ten (10) working days within the department. If the job is filled within the department, any other vacancy or vacancies will be filled first from within that department, if the employees are qualified for the vacancies. If a vacancy remains within the department, either in the lowest classification or above in any job position covered by this Agreement, and it is the intention of the City to fill the vacancy, the solicitation of applications by City employees who are permanent full-time or part-time shall be posted for no less than five (5) working days at all designated bulletin boards and a copy of such posting shall be provided to the designated Union representative, who shall also ensure that the job is posted. At the close of the posting period, if no suitable candidate for the vacancy is chosen from among City employees applying for such vacancy, or if no City employee makes application for such vacancy during the five (5) day posting period, then the City shall take whatever time is deemed necessary to solicit applications publicly for such vacancy and to fill such vacancy.

The City shall not be obligated to consider an application from a current City employee after the close of the five (5) day posting period.

The City will provide schooling and training and dry-run testing on the basis of anticipation for a trial basis for one year.

SECTION 2. APPLICATION FOR VACANCIES:

Any employee who considers himself/herself qualified to fulfill the duties of a vacant position shall indicate in writing his bid for filling such vacancy after the posting of the position. All applicants for the posted position must meet the minimum qualification for that position, as defined in the job description.

SECTION 3. REVIEW:

All applications shall be reviewed by the City Manager or his designee and the position shall be filled by that applicant who is determined by the City Manager or his designee to have the highest qualifications and is best suited to fill the vacancy. When qualifications and suitability are relatively equal among two or more competing City employees who are applicants for the position and selection is made from the City competing employees, then the vacancy shall be filled by giving a performance test based on the requirements of the position.

SECTION 4. PROBATIONARY PERIOD:

All original appointments to regular positions in the service of the City are made subject to a probationary period of six (6) continuous months, during which time the employee is precluded from participation as a Union member. The City Manager or his designee may extend the probationary period for any probationary employee up to an additional six (6) months.

SECTION 5. TRIAL PERIOD:

Should an existing City employee be selected to fill an advertised vacancy, that employee may be required to serve a trial period not to exceed twenty-eight (28) calendar days. If such employee's proficiency and/or performance fails to be satisfactory during the trial period or such employee fails to satisfactorily complete a trial period, that employee shall be returned to his/her former position. When it is deemed appropriate, the City Manager may extend an employee's trial period for any amount of time, not to exceed sixty (60) additional calendar work days.

SECTION 6. PROMOTION TO MANAGEMENT POSITION:

An employee covered by this Agreement who is promoted to a management classification not represented in the contract who then later re-enters the bargaining unit shall not retain his/her accrued overall seniority for bumping rights, and shall not retain his/her accrued overall seniority for purposes of vacation scheduling. The employee shall retain overall seniority for purposes of vacation accrual.

ARTICLE X

NON-DISCIPLINARY GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE INTRODUCTION AND PROCEDURE:

- (a) Purpose – It shall be the policy of this City and the Union to promote harmonious employer/employee relations through a standard grievance procedure, which will have, as a basis, the qualities of fairness and rapidity.
- (b) Definition – The term “grievance” shall include any non-disciplinary complaint, dispute, or difference between the City and the Union or between the City and any employee covered by this Agreement, including the interpretation and/or application of and/or compliance with any provision of this Agreement.
- (c) Representation – Any employee represented by this Agreement shall have the right to be present at all meetings or hearings where such employee has filed a grievance in accordance with these procedures. Further, such employee may be accompanied by Union representation.
- (d) Disputes over disciplinary action – Any employee disputing disciplinary action shall follow the procedure in Article IV (“Discipline or Discharge”).

SECTION 2. GRIEVANCE STEPS:

The following steps shall be utilized in the processing of grievances. It is agreed between the parties that time is of the essence. If an employee fails to meet any of the time limits contained in this article, the grievance shall be considered dropped. If the City fails to meet any of the time limits contained in this article, the grievance will be considered settled based upon the employee’s written request for remedy. Time limits shall be based upon the aggrieved employee’s work schedule. All time limits may be extended by mutual agreement of the parties.

The grievance shall be hand-delivered to the Department Director, or in his or her absence to the City Manager with a time/date and signature acknowledgement with a copy concurrently provided to the HR Director.

- Step 1. Any employee covered by this Agreement who desires to file a grievance shall first raise such issue with his/her immediate supervisor either verbally or in writing within five (5) working days of knowledge of issue that gives rise to the grievance. The Supervisor has 5 working days to respond. If the issue is not resolved to the satisfaction of the employee in this manner, such employee may file a formal grievance.

Step 2. The formal grievance shall be filed in writing, using the appropriate form, with the employee's department head, within five (5) working days of the time the decision from Step 1 was issued by the immediate supervisor. Upon submission of the Step 2 written grievance, the department head shall meet with the employee and the representative within ten (10) working days of receipt of the grievance to consider the matter. The department head will have three (3) working days thereafter to issue a written response to the grievance.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee may refer the grievance to the City Manager. Such request shall be in writing within five (5) working days of the department head's response. Within ten (10) working days of receiving the grievance, the City Manager shall issue a written preliminary decision.

Step 4. If no agreement is reached at Step 3, the employee or a Union representative or his designee, may, within ten (10) working days of receipt of the Step 3 answer, request mediation by sending a letter to the Federal Mediation and Conciliation Services, with a copy to the City. Mediation will be set as soon as possible after the request.

Step 5. If no satisfactory settlement is reached at the Step 4 meeting, then the duly authorized representative of the grieving party may, at their option, submit such grievance to arbitration by requesting a panel of impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) for resolution, whose decision shall be final and binding. Such request for a panel of arbitrators must be made within twenty (20) working days of the date of the Step 4 meeting, or it shall be deemed abandoned and waived. A copy of such request for a panel of arbitrators shall be provided concurrently to the City's/Union's designated representative.

Within ten (10) working days after receipt of the panel arbitrators, from the Federal Mediation and Conciliation Service ("FMCS") the Union Staff Representative and the designated representative of the City shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains who shall be the arbitrator. The parties will by coin toss determine who shall be entitled to the first list deletion. The loser of the coin toss will be required to make the first deletion.

- (a) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the City, the Union, and the employee(s). The arbitrator shall only have authority to decide if the terms of this Agreement were violated and he shall have no authority to add to, subtract from, supplement or modify this Agreement in any way.
- (b) The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless it involves identical facts or unless the parties have otherwise agreed.

- (c) The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties.
- (d) Either party may call as a witness any person, whether represented by the Union or not so represented. No aggrieved employee, employee representative, or witness called by, or on behalf of, any party will be paid by the City for time spent attending arbitration proceedings.
- (e) There shall be no discovery in arbitration.
- (f) The fees and expenses of the arbitrator shall be borne equally by the parties
- (g) The burden of proof in any discipline or termination case before the arbitrator shall be on the City. The grieving party shall have the burden in all other cases.

SECTION 3. GRIEVANCE COMMITTEE OR REPRESENTATIVE:

Should a grievance reach Step 2 of the procedure provided, that Committee may be composed of the AFSCME Council 18 Representative, the Union President, the Chief Steward from the affected department, and the aggrieved party(ies). The Union President shall notify the City Manager of the Union Stewards and any subsequent replacement.

SECTION 4. OTHER DISPUTES:

Should a dispute or difference between the City and the Union occur which is not directly addressed in this contract, a committee consisting of the AFSCME Council 18 Representative, the Union President, and the Chief Steward of General Services shall petition the City Manager requesting a meeting. The petition shall describe the issue, state why they feel it should be addressed by the City Manager, and state what resolution the Union is seeking. Upon receipt of the petition, the City Manager shall schedule a meeting as soon as is mutually convenient.

ARTICLE XI

WORKING CONDITIONS

SECTION 1. SAFETY COMMITTEE:

The Union and the City have established a City-wide safety committee composed of three (3) Union and three (3) non-union employees. The safety committee is an advisory committee which reviews vehicle and other job-related personal injury accidents, assists the City Manager with ideas to eliminate future safety problems, and offers recommendations to address current safety issues.

SECTION 2. DEPARTMENT SAFETY RULES:

The City has developed a City of Trinidad Safety Manual which contains safety rules that apply to all employees of the City. A violation of any of these safety rules, or any departmental safety rules, will subject the employee to the provisions of Article IV (“Discipline or Discharge”).

SECTION 3. DRUG AND ALCOHOL TESTING:

- (a) Introduction –A program whereby if the supervisor of any on-duty employee who has reasonable suspicion confirmed by a second supervisor that the employee is unfit for work due to impairment by drug or alcohol use, he/she shall require the employee to submit to breath, blood or urinalysis testing. The City recognizes that current urine screening tests for drugs indicate only prior exposure to a substance and cannot be used to determine when a substance was taken nor measure impairment.

The Union recognizes the problems associated with having impaired individuals on the job. The Union is concerned that any testing which occurs pursuant to this Agreement does not infringe on employees’ privacy or other constitutional rights and that any testing or discipline is neither arbitrary, discriminatory, nor excessive.

The City will offer rehabilitative assistance to employees who voluntarily admit a drug or alcohol problem. Such assistance includes informing the employee about insurance coverage for rehabilitation or counseling under the City’s insurance plan. The City will try to accommodate the employee by allowing temporary leave with job protection and the full continuance of employee benefits during such leave.

- (b) Drug and/or Alcohol Testing for Cause – Based on reasonable suspicion by an employee’s supervisor and confirmed by another supervisor, drug or alcohol detection tests shall be given to employees who exhibit indications of impairment because of drugs or alcohol. Reasonable suspicion shall be based on objective facts that an employee may be impaired because of drugs or alcohol. The basis of responsible suspicion shall be documented in writing.

Supervisory personnel who have reasonable suspicion that an employee is at work with drugs or alcohol in his/her system are required to have the suspicion confirmed by a second supervisory level person. If the second supervisory person concurs with the supervisor’s suspicion, the reasons for suspecting drug or alcohol use will be documented in writing.

The Union recognizes the City’s interest in determining the cause of serious accidents and ensuring employee safety. Due to the time factor in obtaining a drug or alcohol test immediately following an accident and the inability to rule out drug or alcohol use without obtaining a urine, blood or breath sample, employees involved in a workplace accident as defined in this section below will be required to submit to a for-cause drug and/or alcohol test:

“Serious workplace accident” means *any* accident that results in a fatality or injury requiring medical treatment, property damage estimated at \$3,000 or more, and/or damage to a motor vehicle that requires a vehicle to be towed from the accident site. Further, in the case of a motor vehicle accident, if no citation is given, the employee may still be tested if he/she could have contributed to the accident.

Following an accident, the employee will be tested as soon as possible, not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. The employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until he/she undergoes a post-accident test. Any employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and may be subject to termination.

- (c) Right to Representation – Management will notify a Union representative when an employee has been required to submit to a drug or alcohol test. and the representative will be given the reason for the test. The requirement to submit to a substance test or the collection of the urine sample will not be contingent upon the Union representative’s presence or involvement in the drug or alcohol testing process.
- (d) Refusal to Submit to a Drug and/or Alcohol Detection Test – A refusal to submit to a drug or alcohol detection test does NOT lead to a presumption that the employee is under the influence of drugs or alcohol. However, refusal to submit to a drug and/or alcohol test may be considered insubordination and shall subject the employee to disciplinary action, up to and including termination.

- (e) Testing Procedures – All drug and/or alcohol testing will be performed by a laboratory which meets the standards contained in the Department of Health and Human Services’ MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS. In addition, employees shall have a right to retain a portion of the specimen for testing at the employee’s expense.

The Union will be involved in the selection and quality control oversight of the laboratory(ies) used for drug and/or alcohol detection.

- (f) Employee Referrals – The parties agree that rehabilitative assistance is offered to any employee with a substance abuse problem. The City will ensure that employee benefits include adequate coverage for services to assist employees with substance abuse problems.

- (g) Discipline – Any employee found to be impaired (.04 BAC or higher) from the use of alcohol or who shall fail to pass a drug test shall be removed from duty and not allowed to return to duty until he/she passes a return-to-duty test. On the first occurrence, the employee shall not be subject to disciplinary action, except as otherwise set forth in this Article. On the second or any subsequent occurrence, the employee shall be subject to disciplinary action, up to and including termination. The failure of any employee to pass a return-to-duty test within six (6) months of removal from duty because of use of alcohol or failure to pass a drug test shall be cause for termination. Any such employee who returns to duty following passage of a return-to-duty test shall be required to submit to random drug and/or alcohol testing for a period of one (1) year following return to duty. If the employee fails to pass a random test, the employee shall be removed from duty and shall be subject to disciplinary action, up to and including termination. In any case, employees who are required to drive vehicles and/or equipment during the performance of their regular job duties must possess the appropriate Colorado Driver’s License. Therefore, any loss of driving privileges is cause for termination. The conditions of continued employment would have to be specified.

- (h) City Responsibility – In the event that any employee or group of employees files or commences any claim or action before any administrative agency or court against the Union, its officers, or representatives for any alleged act or omission related to the application, interpretation, or enforcement of the City’s drug testing program, the City shall indemnify the Union for any judgments, awards, fees, or costs, and hold the Union, its officers, and representatives harmless in the event of any such claim or action.

- (i) Compliance with Applicable Laws – Notwithstanding the provisions of this Section, the City and the Union agree to abide by any applicable drug testing provision imposed by the State of Colorado or the federal government.

ARTICLE XII POSTING OF NOTICES

SECTION 1. PLACES OF NOTICE POSTING:

The Union membership shall be provided a bulletin board in each workplace for the posting of all notices pertinent to the Union business of employees under the jurisdiction of the Union. Union stewards and officers may use such bulletin boards for posting of notices of meetings, negotiations with regard to agreements or grievances, or other Union/City-related matters and official communications from the Union to its members or from the City to the Union.

SECTION 2. DISTRIBUTION OF AGREEMENT COPIES:

One copy of this Agreement and attachments shall be available in each department.

ARTICLE XIII MISCELLANEOUS BENEFITS

SECTION 1. MEDICAL/HEALTH INSURANCE:

The City agrees to make available to employees covered by this Agreement group medical/health insurance. The City further agrees to provide payment toward monthly premiums of each employee's medical/health insurance coverage at 79% of the employee's premium. Since the present terms are based on the current health insurance costs, said terms shall remain in effect until the end of the current insurance coverage year, which is December 31st of every year. Thereafter, the level of City payment of employee premiums shall be determined by the City, based on the dollar amount of employee premiums and availability of funding. An Advisory Committee of three (3) Union representatives shall be established to make recommendations as to medical/health insurance coverage. The Committee will have full access to all insurance bids as soon as they are submitted to the City. All final determinations as to medical/health insurance coverage shall be made by City Council.

SECTION 2. REPLACEMENT OF PERSONAL LOSSES:

Personal articles or equipment which are damaged or destroyed while an employee is performing his/her assigned duties shall be compensated for by the City on a pro-rated basis, so long as such loss was not a result of carelessness, neglect, or normal wear and tear of the article or item damaged or destroyed. This section shall not apply to personal motor vehicles, unless said vehicle was being used for work purposes at the time of damage or destruction.

SECTION 3. CLOTHING ALLOWANCE:

Those qualified employees whose job duties require them to work out of doors shall receive compensation in the amount of two hundred twenty-five dollars (\$225.00) annually per employee (payable coincident with the first pay period in the month of February), which sum shall constitute the full amount of compensation to offset expense(s) incurred by such employees to purchase clothing outerwear (*i.e.*, coveralls, *etc.*) necessary for protection from weather elements.

The following personnel in the departments of the City of Trinidad, represented by AFSCME Contract 1074, shall be entitled to clothing allowance compensation:

Development Services Dept	Building Inspection personnel
Engineering Department	All Personnel
Electronic Data Processing	All meter readers
Fleet Maintenance Garage	All personnel
Gas Department	All personnel
Landfill Department	All personnel
Parks and Recreation Department	All personnel
Public Works Department	All personnel
Power and Light Department	All line crew personnel All power plant personnel
Water Department	All personnel

Personnel in the above-identified departments shall not be excused from the satisfactory performance of their respective job duties should they fail to purchase, maintain, and wear appropriate outerwear during inclement weather conditions.

Loss or damage of outerwear by any employee provided compensation herein shall be solely the responsibility of that employee.

SECTION 4. EMPLOYEE RETIREMENT:

Employees covered by this Agreement shall participate in the retirement plan of the City, pursuant to which employees shall be entitled to one-hundred percent (100%) vesting upon completion of four (4) years of employment. Copies of the retirement plan shall be made available by the City to each employee.

SECTION 5. IMMUNIZATION FOR HIGH-RISK EMPLOYEES: Employees shall have, at their discretion, immunization shots made available by the City or appropriate health agency. Immunization shots may include one or more of the following:

- (a) Tetanus
- (b) Cholera
- (c) Hepatitis A&B

SECTION 6. HEALTH CLUB MEMBERSHIP: The City shall, in six (6) month increments, reimburse employees in the amount of thirty dollars (\$30.00) per month for health club membership fees upon submittal of receipts.

ARTICLE XIV NON-DISCRIMINATION

SECTION 1. NON-DISCRIMINATION CLAUSE:

The parties to this Agreement shall not discriminate against any person or employee because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry; but, with regard to a disability, it is not a discriminatory or an unfair employment practice for the City to refuse to hire, to discharge, or to promote or demote a person if there is no reasonable accommodation that the City can make with regard to the disability, the disability actually disqualifies the person from employment, and the disability has a significant impact on employment.

ARTICLE XV SEVERABILITY

SECTION 1. SEVERABILITY:

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XVI
DURATION, RE-NEGOTIATION, AND ADOPTION OF AGREEMENT

SECTION 1. EFFECTIVE DATE OF AGREEMENT:

This Agreement shall become effective and shall be binding on both parties hereto as of January 1, 2021, and shall remain in full force and effect until December 31, 2023.

SECTION 2. WAGE RE-OPENER:

Either party may re-open this Agreement on the anniversary date of the effective date for the purpose of re-negotiating the hourly wage rates.

The parties agree to review current salary surveys available to municipalities and union organizations at the time re-openers are considered. The intent will be to determine if salaries paid to employees are comparable to like municipal employees and consider adjustments to those that are not, if possible.

This Agreement contains the full and complete agreement between Union and the City. No agreements, promises, or inducements have been made by either the Union or the City other than as appears in this Agreement.

SECTION 3. MATTERS NOT RE-OPENED:

Any matter not re-opened in accordance with this Article shall remain in full force and effect until a new agreement is signed.

SECTION 4. OPENING BY MUTUAL AGREEMENT:

In the event both parties agree, any Article or Section may be re-opened at any time during the life of this Agreement upon thirty (30) days' written notice to the other party. Negotiations may proceed immediately upon reaching such agreement.

SECTION 5. ADOPTION BY CITY COUNCIL RATIFICATION:

Following the signing of this Agreement by duly authorized officers and business representatives of the Union and duly authorized officials of the City, the City of Trinidad shall adopt, by motion and majority vote, the provisions of this Agreement.

IN WITNESS WHEREOF, the parties named have signed their names and affixed the signatures of their duly authorized representatives on this.

LOCAL UNION #1074, AFSCME
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

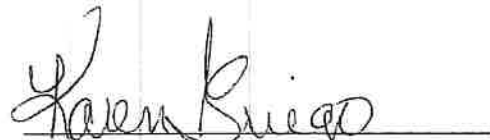


JEREMY LUCERO, President
AFSCME Local #1074



SHERI HATTAN
AFSCME Council 18 Representative

CITY OF TRINIDAD, COLORADO



KAREN GRIEGO, Mayor



STEPHEN RUGER, City Manager





AUDRA GARRETT, City Clerk

APPENDIX A
POSITION & WAGE SCHEDULE
BASE RATES

DEPARTMENT	2024	2025	2026
Finance Head Meter Reader	\$22.95		
Fleet Maintenance Storekeeper/Mechanic's Asst Mechanics (all levels)	\$21.87 \$22.54		
Parks & Recreation Rec Aide I/Custodian	\$18.95		
Power & Light Plant Operator Storekeeper Groundman I Groundman II Lineman I Lineman II Lineman III AMI/Electric System Tech Journeyman I Journeyman II	\$23.06 \$24.50 \$22.50 \$23.50 \$25.50 \$26.75 \$27.75 \$27.75 \$31.50 \$32.50		
Water Utility Worker Rural Meter Serviceman Senior Meter Serviceman Water Dist Tech I Water Dist Tech II Water Dist Tech III Water Dist Tech III/BFP	\$21.47 \$23.65 \$23.98 \$25.07 \$26.71 \$27.88 \$29.55		
Gas Utility Worker Gas Dist Tech I Gas Dist Tech II Gas Dist Tech III Meter Serviceman Gas Dist Tech III/CP Cert	\$21.47 \$25.07 \$26.71 \$27.88 \$27.88 \$29.55		
Landfill – Public Works Gatekeeper Maintenance Tech I Maintenance Tech II Operator I Operator II Operator III	\$20.09 \$20.09 \$20.09 \$22.44 \$23.12 \$23.46		