

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**CITYOF COMMERCE CITY,
COLORADO**

AND

**AFSCME LOCAL 1144
COMMERCE CITY WORKERS**

JANUARY 1, 2023 – DECEMBER 31, 2024

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Preamble:

This Agreement between the City of Commerce City, hereinafter "City" and AFSCME LOCAL 1144 Commerce City General Workers, hereinafter "AFSCME", is designed to promote the improvement of relations between the City and the members of the Bargaining Unit, and to protect the health, safety, and welfare by assuring at all times the orderly and uninterrupted operations and services of the City government. It is understood that this Agreement was negotiated in accordance with §2-5004 of the Commerce City Revised Municipal Code and shall not be violated or abridged in any way by either party.

ARTICLE 1: Definitions

- A. Inclusion of Terms and Rights Contained in Municipal Code. For ease of reference, the parties have decided to include the following definitions and a stated right from Article V of the Commerce City Revised Municipal Code in this Agreement. Brackets below indicate the parties' intent to include language to clarify or simplify the actual language contained in the Code definitions; no bracketed language shall be interpreted to change the meanings of the Code definitions. The parties understand and agree that such terms may not be changed unless the term is changed by ordinance by the City Council.

Bargaining rights granted. Members of the bargaining unit shall have the right to bargain collectively with the City Manager and to be represented by an employee organization in such collective bargaining regarding dues collection, insurance contribution levels, uniforms, wages, work hours, education incentives, and general leave.

Bargaining unit includes all persons employed by the City in a full-time, Fair Labor Standards Act non-exempt position except for confidential and managerial employees and those employees who fall within the bargaining unit defined in Section 21.2 of the Charter.

Collective bargaining agreement means any and all terms to which the City Manager and the employee organization have voluntarily agreed and any and all terms, if any, that have been approved by City Council. After agreement, the terms thereof shall be finalized in writing.

Confidential employee means an employee who, in the City Manager's opinion, acts in an advisory or support capacity with respect to an individual who directly participates in the formulation of management policies in the field of labor management relations, including appropriate employees in the

city manager's office, the city attorney's office, and the human resources department, and one (1) employee designated by and in the office of each department director [in accordance with § 2-5000 of the Commerce City Revised Municipal Code] or when a new position is established. The term also includes all members of the information technology department who, in order to fulfill their job duties, have access to the root or administrator password of any system or server.

Employee organization means an employee organization chosen by the bargaining unit in accordance with [§ 2-5002 of the Commerce City Revised Municipal Code, hereafter referred to as AFSCME.]

Managerial employee means an employee who supervises another employee and has either the authority to direct, hire, transfer, suspend, discipline, promote, discharge or evaluate such supervised employee or the ability to effectively recommend the transfer, suspension, discipline, promotion or discharge of such supervised employee.

- B. Other words. The words and phrases used in this Agreement shall have the meanings ascribed to them in Chapter 2 of the Commerce City Revised Municipal Code except where the context clearly indicates a different meaning was intended. Any words or phrases not ascribed a meaning in such manner shall have their common, ordinary and accepted meanings, except that the following terms shall have the following meanings:

Designee means for the City, a Deputy City Manager or Department Director, for AFSCME, it means the Vice President or Officer of the AFSCME Local 1144.

Promotion means any appointment to a position requiring higher qualifications such as greater skill, education, experience and/or involving a higher level of responsibility to include a title change and increase in pay.

Uniform means a standardized outfit the City requires a member to wear in order for the public to more readily identify the person as a City employee holding a particular position.

Weekend, for purposes of applying Article 15 of this Agreement, shall refer to the consecutive days off included in a member's weekly work schedule, regardless of whether those days are Saturday and Sunday or some other combination of consecutive days. The weekend begins at the end of the member's last scheduled shift and concludes at the time the member is regularly scheduled to report back to work.

ARTICLE 2: Recognition/Representation

The City recognizes the AFSCME Local 1144, Commerce City General Employees, as the sole and exclusive bargaining agent for the Bargaining Unit in accordance with §2-5004 of the Commerce City Revised Municipal Code.

ARTICLE 3: No-Strike Clause

The protection of the public health, safety and welfare demands that no member in the Bargaining Unit shall be authorized to cause, sanction or participate in any strike, work stoppage, slowdown, mass or abnormal absenteeism, withholding of services, or any other interference with normal work routine. Members engaged in such activities shall be subject to discipline, including termination, and such activity by the members of the Bargaining Unit shall be cause for the City to immediately terminate the collective bargaining agreement.

ARTICLE 4: Term of Agreement

This agreement shall take effect January 1, 2023 and remain in effect until midnight December 31, 2024.

ARTICLE 5: Management Rights

The following are the inherent and exclusive rights of the City and shall not be the subjects of collective bargaining:

- A. To direct the work of its employees;
- B. To determine City policy and to manage the affairs of the City in all respects;
- C. To establish, amend and enforce personnel policies;
- D. To hire, promote, demote, classify, evaluate and retain employees;
- E. To demote, suspend and discharge or otherwise discipline employees;
- F. To train, transfer, assign and schedule employees;
- G. To determine whether to lay off employees because of lack of work, lack of funds, or for other legitimate reasons;
- H. To determine and implement the methods, equipment, facilities and other means and personnel by which municipal operations are to be conducted, and to take the steps it deems necessary to maintain the efficiency and safety of said operations and of the personnel engaged therein; and
- I. To determine its budget, organization, and the merits, necessity and level of any activity or service provided by the City.

ARTICLE 6: Activity Restrictions

- A. No Intimidation. Neither AFSCME nor the City, or their officers, agents, representatives, employees, or members will intimidate, interfere with, or coerce employees who are either members or non-members of AFSCME.
- B. Employee Organization Activity Restricted. No AFSCME activity or business will be carried on during working hours, except as specified elsewhere in this Agreement, or with the permission of the City Manager.
- C. Bulletin Board and Email Use and Limitations.
 1. Permitted Topics. AFSCME's Vice President, or his/her designee, will be allowed to send e-mails to their members via use of the City's e-mail system and update bulletin boards regarding the following notices:
 - Schedule of AFSCME meetings and agendas
 - Announcements of AFSCME recreational or social affairs
 - Notices of AFSCME elections and their results

All e-mails will encompass a statement that all other correspondence or replies will need to be done through alternative personal contacts. No more than three e-mails per week with an annual average of no more than one per week may be sent on behalf of AFSCME.

2. Bulletin Boards. AFSCME will be allowed to have bulletin boards at the following City facilities:
 - The Administration building at the Municipal Services Center
 - Recreation Center
 - Civic Center
 - Golf Course Maintenance Building

Specific locations and sizes of the bulletin boards will be mutually agreed upon by management and AFSCME. These will be updated by the Vice President or their designee.

3. Pre-Approval of Communications Required. All items for posting or e-mail distribution will be approved by the Vice President and by the City Manager or their designees within three (3) working days of receipt prior to posting or sending of the e-mail.

Article 7: Negotiations and Collaborations

- A. Contract Negotiations. During negotiation sessions with the City, up to four (4) Bargaining Unit officials or representatives shall be allowed time away from their assigned duties, with pay, anytime a session is scheduled when the official or representative is scheduled to work. These sessions may be extended, by mutual agreement, and if the official or representative would still be on duty they would continue to be paid. Whenever the official or representative's duty shift ends during the session or is assigned to an alternative shift and attends a bargaining session while off duty, he/she may time trade in order to be paid for the period of negotiations. If an emergency situation, which requires an immediate Bargaining Unit member response, arises while in session, the session may be postponed until a time mutually agreed upon or the remaining officials or representatives of the Bargaining Unit may elect to continue the session.
- B. All other Bargaining Unit functions must be conducted outside of duty hours. It is understood that members may attend Bargaining Unit meetings while on their authorized meal breaks, subject to recall.
- C. Barring extenuating circumstances, the City and AFSCME will meet on a quarterly basis to discuss anything of concern to Bargaining Unit members. Two AFSCME members and an AFSCME representative who is not a City employee will be permitted up to two hours of time away from work per meeting to attend these quarterly meetings and such time must be scheduled with the members' supervisors.
- D. The City will include two Bargaining Unit members on its Safety Team who shall be chosen by mutual agreement of the Parties.

ARTICLE 8: Dues/Fair Share Check-Off

- A. Deduction Authorization. The City will accept a signed dues and continued deduction authorization, by any member of the Bargaining Unit covered by this Agreement, as equivalent to a continuing voucher in the amount of the bi-weekly dues, initiation fees, or assessments uniformly required by AFSCME (as certified by the Treasurer of AFSCME as being the proper amount) and such authorization shall remain in effect as long as there is a collective bargaining agreement in force and effect or until the employee provides written notice of the revocation of such authorization, and a copy of the written notice of revocation is forwarded to the Treasurer of the Bargaining Unit.
- B. Remittance to the Employee Organization. Deduction of Bargaining Unit dues shall occur on each paycheck following the pay period in which the authorization was received. Deductions provided herein shall be remitted to the Treasurer of AFSCME no later than ten (10) working days following the payroll date in which

deductions were made and shall include all deductions remitted, an alphabetized listing of all employees for whom a deduction is made, showing the exact amount of each respective deduction.

- C. Indemnification. AFSCME shall indemnify the City and hold it harmless against all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article of the Agreement.
- D. Responsibility of City of Commerce City. The City shall make a reasonable effort to notify the union on a bi-weekly basis when union eligible employees are hired, during the employees' orientation and on-boarding process.

ARTICLE 9: Grievance Procedure

No retaliatory action shall be taken by the City or AFSCME relative to the truthful testimony or other good-faith participation of any person in any grievance.

- A. A grievance, for purposes of this Agreement, shall be confined to an alleged violation of an express provision of this Agreement including wages and shall not include any disciplinary matters and shall mean a complaint by a member or AFSCME.
- B. Any member of the Bargaining Unit may discuss any matter with their supervisor without evoking the formal grievance procedure provided for in the article.
- C. AFSCME Review Team (ART) Committee is comprised of AFSCME stewards, officers and members and is responsible for ensuring that grievances submitted to the ART Committee fall within the definition of a grievance outlined in Section A of this Article 8. All Bargaining Unit members must submit their grievances to the ART Committee within six (6) workdays after the action occurred or the member had knowledge of the action. The ART Committee will meet within 10 working days of receipt of the initial grievance to review grievances prior to initiating the formal grievance process.
- D. A grievance must be initiated by either an aggrieved Bargaining Unit member or by AFSCME after review of the ART committee. The grievant or AFSCME must reduce the grievance to written form and present the written grievance to the Department Director and Human Resources within ten (10) working days after the ART Committee has met.

The written grievance shall contain:

1. The specific provision of the Agreement that the grievant or AFSCME

- claim to have been violated;
2. A statement of the facts upon which the alleged violation is grieved;
 3. A written allegation of the specific wrongful act and the harm done;
and
 4. A written statement of the remedy or adjustment sought.
- E. The department director and Human Resources representative shall meet with the grievant with a steward present or, if the grievant is other than an individual, representatives of AFSCME, in an effort to resolve the grievance within ten (10) working days after being presented with the written grievance. The department director must respond in writing to the grievance within ten (10) working days following the meeting with the grievant and/or the representatives of AFSCME. In the event a timely response is not made to the grievant or AFSCME, the grievance shall be deemed denied and shall automatically proceed to the City Manager.
- F. If the grievance is not resolved to the satisfaction of the grievant or AFSCME by the department director, the grievant or AFSCME may appeal the grievance to the City Manager within ten (10) working days of receipt of the written answer of the Department Director. Within ten (10) working days after receipt of the appeal, the City Manager or his designee shall meet with the grievant or, if the grievant is other than an individual, the representatives of AFSCME to discuss the grievance. The City Manager or his designee must respond in writing to the grievance appeal within ten (10) working days following the meeting with the grievant and/or the representatives of AFSCME.
- G. If the grievance is not resolved by the City Manager or his designee to the satisfaction of AFSCME, AFSCME shall give written notice of intent to arbitrate the dispute within ten (10) working days of issuance of the written decision of the City Manager or his designee. The parties have ten (10) days from the date of the AFSCME filed notice to agree upon a neutral arbitrator. In the event the parties are unable to agree upon a neutral arbitrator, either party or its representatives may refer the matter to the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) to request a list of seven (7) arbitrators. The request for the list must be submitted within ten (10) days of being unable to reach an agreement by both parties on an arbitrator.

Within fifteen (15) days of receipt of the list, the parties will meet and alternatively strike one name from the list until one name remains. That person shall serve as arbitrator for the dispute. The findings of the arbitrator shall be final and binding on all parties concerned. At any time during the above mentioned process and up to the cancelation period set forth by the selected arbitrator, the parties may agree to a settlement or to engage in mediation to resolve the issues.

- H. The Arbitrator shall have the authority to hold meetings and make procedural

rules.

- I. The finding of the Arbitrator shall be consistent with law and with the terms of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- J. The cost of any arbitration, as well as the Arbitrator's fee shall be borne equally by the parties to this Agreement.
- K. The number of days indicated at each level of the grievance procedure shall be considered as a maximum unless both parties consent, in writing, to an extension.
- L. No settlement of a grievance shall be considered to establish precedent unless it is approved by AFSCME.

ARTICLE 10: Work Hours

- A. **Work Week.** The City's standard work week for payroll purposes begins at 12:00 am Monday and ends at 11:59 pm the following Sunday. Work hours for members are generally established within the standard work week. However, some members have work hours that straddle the extremes of the standard work week (e.g. they begin work at 6:00 pm on Sunday and work until 4:00 am on Monday). In such cases, the entire work hours will be included in the work week in which it began.
- B. **Work Hours, Schedules, and Schedule Changes.** All work weeks will normally be at least 40 hours a week for full time members. The number of hours in a work week may change depending on the needs of the City. The City Manager or his/her designee shall have the right to determine work schedules including days. However, before changing a regular schedule the City Manager or his/her designee shall consult with affected bargaining unit members and, if desired, their AFSCME representative. The City Manager or his/her designee shall provide affected Bargaining Unit members with notice of any proposed schedule change at least two weeks prior to the date such change is planned to take effect and shall set a meeting date and time to consult with affected members at least one week prior to the date the proposed change is set to take effect. Notwithstanding the foregoing, the City Manager or his/her designee has the ability, under special circumstances or to meet the needs of the City, to change work schedules without any prior consultation.
- C. **Lunches and breaks.** The City will provide members with 2 paid 15 minutes breaks each day. Break schedules are set by the City. Lunch, if duty free, will add that

time to the workday (an 8 hour day becomes an 8 1/2 hour day). If not duty free, lunch time will be accounted for as part of the members' work hours.

ARTICLE 11: Health, Dental, and Vision Insurance

- A. Effective January 1, 2023, the City shall offer members the same
 - (a) health, dental, and vision insurance plans and
 - (b) monthly contributions based on levels of coverage (e.g., employee, employee + spouse, employee + children, and family) toward premiums for health, dental, and vision insurance plans

As generally offered to all City employees not covered by a collective bargaining agreement.

- B. The City will include two Bargaining Unit members on the City's advisory Benefits Team who shall be chosen by mutual agreement of the Parties.

ARTICLE 12: 457 Match

The City will provide a fifty percent (50%) match for employee contributions to the 457 retirement plan as made by collective bargaining unit employees, up to a maximum of two percent (2%) of the employee's salary or wages. This is subject to IRS regulations and the 457 retirement plan limitations. Employees are 100% vested in the employees' contributions made to the 457 Plan, and the investment of funds is self-directed. Employees vest in the City's matching contributions made to the 457 Plan at the same vesting schedule for the 401(a) Plan as reflected in the Employee Policies.

ARTICLE 13: Wages

- A. Promotions. When a member receives a promotion, the member's pay shall be increased between seven and a half and ten percent (7.5%-10%) above the base salary he or she received prior to promotion or, when paying the member within the salary range for the promotional position would result in a greater raise for the member, the member shall be paid at least at the bottom of the salary range for the new position.
- B. Annual increases. The City uses a five point scale to measure employee performance. Regardless of the terms used for the levels associated with this scale, the parties agree that the annual pay increases for each of the levels will be as follows for 2023 and 2024:

- Level 1 (lowest): 0%
- Level 2: 0.5-1.0%, at management discretion
- Level 3: 3.25%, at management discretion
- Level 4: 3.75%, at management discretion
- Level 5 (highest): 3.75-5.5%, at management discretion

- C. Interim Appointments. Any Bargaining Unit member who is appointed to a vacant position while it is in the process of being filled and this position is higher than that which the member currently holds the member shall be compensated between seven and a half and ten percent (7.5%-10%) above the Bargaining Unit member's hourly base rate for the entire work hours in which the member is so assigned. If the member works overtime, the member shall receive the overtime rate of the interim hourly rate.

- D. Acting Appointments. Any member who is assigned by his/her supervisor to a position higher than that which the member currently holds for a period of one work week or more shall be compensated between seven and a half and ten percent (7.5%-10%) above the member's hourly rate for the duration of the assignment. If, during a period of temporary assignment for which the member is entitled to the minimum seven and a half percent (7.5%) increase provided by this section, the member works overtime, the member shall receive the overtime rate at the acting hourly rate.

- E. After-Hours Premium Pay. Any member who is assigned to work and works between the hours of 8:00 p.m. and 5:00 a.m. will be compensated at their normal rate plus \$1.50 more per hour for the time worked between those hours. If, during a period between 8:00 p.m. and 5:00 a.m., for which the member is entitled to the \$1.50 more per hour increase provided by this section, and works overtime, he/she shall receive the overtime rate to include the after-hours premium rate contained herein.
 - 1. Exception. Members whose work during the designated hours occurred due to a state of emergency declared by the Mayor shall not be entitled to after-hours premium pay.

ARTICLE 14: Overtime and Working Outside of Schedule

The City will pay overtime in conformance with the City's Employee Policies.

- A. Calculation of, and Compensation for, Overtime. Overtime will be calculated in accordance with the Fair Labor Standards Act. The City will compensate non-exempt members for overtime through wages ("overtime pay") or time off ("compensatory time"), at the discretion of the department director. Members will be permitted to accrue a maximum of forty (40) hours of compensatory time. Forty hours of compensatory time may be carried over indefinitely or members

may “cash out” accrued compensatory time twice per year in conjunction with the paycheck for the first payroll in June or the first payroll in December.

B. Working Outside of Schedule.

1. Callouts. Any member who is off-duty and is required or requested by a supervisor to physically report to a specific location to complete a work assignment shall be compensated at a rate of one and one-half times their hourly base pay or compensatory time off at one and one-half times the hours worked, with a minimum of two hours, regardless of the actual time on duty.

On occasion, members may be subject to multiple callouts in a 24-hour period. In such circumstances, members will be entitled to claim multiple two-hour minimums only when the member’s actual time on duty, regardless of the number of callouts, exceeds the two hour minimum and a new callout requires him or her to again report to duty. The following scenarios illustrate the parties’ intent:

Scenario 1. A member receives a callout at 8 a.m. and works 45 minutes. The member is entitled to claim the two-hour minimum of overtime pay.

Scenario 2. Same facts as above but, after the 8 a.m. callout, the member returns home. The member then receives a second callout at 2 p.m. and works for one and a half hours. The member is entitled to 2 hours and 15 minutes of pay calculated at the overtime rate listed above. In other words, the member is not entitled to claim 2 two-hour minimums.

Scenario 3. Same facts as scenario 2 but, after the member returns home after the second callout, he or she receives yet another callout at 5 p.m. The member is entitled to the 2 hours and 15 minutes of overtime pay earned in the first two callouts and is also entitled to claim a new two-hour minimum. (If he/she works for less than the two hours, the cycle detailed above would begin anew.)

Scenario 4. Same facts as scenario 1 but, after the 8 am callout, the member receives a second callout at 2 p.m. and works for another 45 minutes. The member is entitled to claim one two-hour minimum.

Scenario 5. Same facts as scenario 4 but, after the member returns home after the second callout, he or she receives yet another callout at 5 p.m. and works for 1.5 hours. The member is entitled to 3 hours of

pay calculated at the overtime rate listed above. In other words, the member is not entitled to claim multiple two-hour minimums.

Scenario 6. Same facts as scenario 5 but, after the member returns home after the third callout, he or she receives yet another callout at 9 p.m. The member is entitled to the 3 hours of overtime pay earned in the first three callouts and is also entitled to claim a new two-hour minimum. (If he/she works for less than the two hours, the calculation cycle starts again.)

2. Non-Callout Work. All work outside of a member's scheduled work hours must be approved in advance by the member's supervisor, except in extraordinary situations where the work is essential and a supervisor could not be contacted prior to commencing the work. For purposes of this section, the term "work" means the performance of any service or task, excluding callouts, which is related to a member's position and responsibilities with the City, including, but not limited to, the taking or placing phone calls, text messages, and emails. An email from a supervisor that contains "urgent" or "immediate response requested" in the subject line shall be deemed advance approval. Members shall report non-callout work time on their timesheets in 15-minute increments. Overtime will be paid only when a member's total work time, both non-callout and regular work time, exceed 40 hours in one week. Nothing in this section shall be read to require any member to respond to any text, email, or phone call from a supervisor that is sent or placed outside of the member's scheduled work hours, regardless of how the communication is marked.

ARTICLE 15: On-Call Pay

During their standard work week, members shall be compensated for being on call at the rate of two hours (2 hours) of straight time for every 24 hours on call. On weekends and holidays, these members shall be compensated for being on call at the rate of two and one half hours (2.5) of base pay per every 24 hours on call.

ARTICLE 16: Holiday Pay

- A. Amount of Holiday Time. For bookkeeping purposes, members are allocated 80 hours of holiday time in the first pay period of the year for the full calendar year to account for the ten holidays listed below. Members who begin working at the City after the first pay period of the year, will receive pro-rated holiday hours based on the number of holidays remaining in the year following their start date. Members shall not be compensated for holiday time unless they are actively employed when the holiday occurs.

B. Designated Holidays. The City recognizes the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas	December 25

Members who are regularly scheduled to work Monday – Friday, observe designated holidays that fall on a Saturday on the preceding Friday, and designated holidays that fall on Sunday on the following Monday.

C. Working on Holidays.

1. Working on an Actual Holiday. In the event a Bargaining Unit member works on a holiday which falls on a weekend, the member will receive time and a half for time actually worked in the form of compensatory time or pay at the member's discretion.
2. Working on an Observed Holiday. All bargaining unit members who are required and scheduled to work on an observed holiday will receive time and a half for time actually worked for the following schedules:
 - a. If scheduled to work an entire shift on the holiday the member will receive time and a half for the entire shift, regardless if the member has worked the 40 hours in the week. If the member's shifts finish and then start on the same holiday, the holiday pay will only be paid on the first shift.
 - b. If a member is called in, the member will receive time and a half for the time worked, regardless if the member has worked 40 hours in the week.

The 8 hours of holiday leave that are unused when a member works on an observed holiday may be accrued by the member and used later or, at the option of the City, paid out in the normal course at the time of the holiday. In the event that the member is permitted to accrue holiday leave, it must be

used by the end of the last pay period of the calendar year in which it was accrued. A leave slip showing a 'working holiday' shall be submitted at the time the holiday leave is used.

- D. Floating Holiday. In addition to the holiday time provide in paragraph A above, Bargaining Unit members who complete a health wellness survey and participate in at least two wellness challenges during the year shall be granted an additional eight (8) hours of holiday time ("floating holiday") in the first pay period of the following year that may be used, with supervisor approval, at any time during the year in which the floating holiday is granted.

ARTICLE 17: Uniforms & Uniform Allotment

An employee new to a position required by his/her department director to wear the particular item as part of a uniform will be given the full uniform allowance upon being on-boarded. If the new employee begins the position on or after July 1 but before September 1, then the employee will receive 50% of the annual allowance at the start of the following year. If the new employee begins the position on or after September 1, then the employee will receive 25% of the annual allowance at the start of the following year. The City will pay the employees' clothing allowance in conformance with City policy. Uniform payouts should take place no later than in the first payroll in the month of February and new uniform handouts should take place no later than April 1.

A. Non Public Safety Members.

- 1. City Provided Clothing and Equipment. For any member of the Bargaining Unit required to wear the particular item by his or her department director as part of a uniform, the City shall provide five (5) shirts, one new coat or jacket, one new hat and one new set of coveralls annually or as needed, at the discretion of the City, and any safety equipment required for the position. The City will make available vendor information, if available, by the second payroll of January each year, and City pricing to employees who wish to purchase additional uniform items above and beyond the quantity issued by the City and will provide an additional \$250 per member annually for the purchase of additional required uniform items, such as, shirts (polo, t-shirt, button up), coats, coveralls and hats. Members may only use the \$250 provided for additional required uniform items.
- 2. Allotments for Member Purchases.
 - a. Pants. The City shall pay members in the following positions or work groups \$242, less taxes and withholdings, for the purchase of pants:

Building Attendants, Building Inspectors, Neighborhood Services Inspectors, and all members in the Public Works and Parks and Recreation Departments whose primary duties are outdoors.

- b. Footwear Allotment. The City shall pay members in the following positions or work groups \$275, less taxes and withholdings, for the purchase of footwear: Building Attendants, Building Inspectors, Neighborhood Services Inspectors, all members in the Fleet Division, and all members in the Public Works and Parks and Recreation Departments whose primary duties are outdoors.

- B. Public Safety Members. The City shall pay members in the following work groups in the amount specified below, less taxes and withholding, for the purchase of required uniforms:
 - 1. Crime Scene Investigators - \$700
 - 2. Property Evidence - \$550
 - 3. Records - \$550
 - 4. Investigative Technician - \$550
 - 5. Park Rangers - \$1100

- C. New Uniformed Positions. If an additional uniformed position is created during the term of this Agreement, due to the establishment of a new position or a management decision to require a uniform for an existing position, the uniform allotment shall be mutually agreed upon by the City and AFSCME, based upon the intention of the above allotments.

ARTICLE 18: Education Incentives

- A. Amount of Pool and Eligible Expenses. The City will establish a citywide pool of \$25,000 to be used for educational incentives. Employees who take undergraduate, graduate, vocational, technical classes, seminars, and trainings that are pre-approved as being job-related, will be eligible for annual reimbursement of actual costs, including books and fees, which will be disbursed to members in accordance with City policy.

- B. Basic Reimbursement Calculation. Reimbursement will be calculated based on the following formula:
 - 1. For each class in which a grade of "A" or "B" is received - 100% of actual costs, up to a maximum of \$1,000.00.
 - 2. For each class in which a grade of "C" is earned - 50% of actual costs.

3. For classes graded on a "Pass" or "Fail" system - a "Pass" shall be considered as a "B" grade.
 4. No reimbursement will be granted for grades of "D" or "F".
- C. Pool Sharing. If there is any money left in the reimbursement pool after all employees have received their basic reimbursements, the remaining money will be divided among those employees who have not received full reimbursement for their actual costs incurred and who have qualified for some amount of basic reimbursement according to the calculation contained in paragraph B. In no case will the amount reimbursed exceed the amount actually spent, as supported by receipts. If a member, who has received reimbursement, separates from the City within two (2) years of receipt of such reimbursement, the member shall refund the amount of the reimbursement to the City.
- D. AFSCME Training Bank. AFSCME will be given an annual bank of 126 hours for its Officers, Executive Board Members and Stewards to attend training and seminars. All trainings will be approved by the City Manager or their designee. The hours will be equitably used between the above listed members, with the understanding that some training will be conducted on AFSCME's own time.
- E. AFSCME Administrative Duties. The City will agree to permit AFSCME to use a total of two hours a month (a total of 24 hours a year) for its Treasurer or President to perform administrative union activities, such as banking or items requiring visits to a post office. Any other time necessary for union activities must be performed outside of the members' normal working hours.

ARTICLE 19: Leave

- A. Leave Bank Operation. The City shall establish a general leave bank of paid time-off which Bargaining Unit members may use upon approval of the member's immediate supervisor. General leave will be granted to new personnel hired by the City six (6) months after the date of hire and prorated based on the full months remaining in the year after the six months of service have been completed. During their first 6 months of employment, members may be permitted, with supervisor approval, to take up to 3 days off with pay as an advance on the general leave bank they will receive upon successful completion of their 6-month introductory period or, in the event that the initial general leave bank granted is insufficient to satisfy the advance completely, their next annual general leave bank. If a member is discharged before any advanced paid time off is satisfied, the City shall be authorized to deduct the value of the advance from the members final paycheck.
1. Initial Paid Sick Leave: Members will accrue limited purpose sick leave to be used during the first six (6) months of employment at the rate of 1 hour per 30 hours worked (up to a maximum of 48 hours) for the first 6 months

of employment (“Initial Paid Sick Leave”) for purposes of compliance with and for the reasons permitted in the Colorado Healthy Families and Workplaces Act (C.R.S. § 8-13.3-401 et seq.) (“Paid Sick Leave Law” or “CHFVA”). This Initial Paid Sick Leave, including the method of accrual and carry over, will be administered in accordance with the procedures set forth in the City’s Employee Policy 5.1, General Leave.

3. For those full time members who have completed their initial six months of service with the City, at the beginning of each benefit year, as that term is defined in the City’s General Leave Policy, 48 hours of each annual general leave bank (plus any unused Paid Sick Leave remaining from the prior benefit year) will be designated as Paid Sick Leave subject to the requirements of the City’s General Leave Policy and the Paid Sick Leave Law. For those members who complete their initial six months of service with the City in the middle of a benefit year, a portion of the member’s prorated general leave bank equal to the amount of any unused Initial Paid Sick Leave plus one hour for every 30 hours worked remaining in the member’s schedule through the end of the benefit year up to a maximum of 48 hours will be designated as Paid Sick Leave. If that designated amount is an insufficient amount of leave available to satisfy the Paid Sick Leave Law requirements, additional Paid Sick Leave will be granted to make up the difference. Designated Paid Sick Leave is considered part of and is not in addition to general leave. All of the requirements concerning use, accrual and the administration of Paid Sick Leave and Public Health Emergency Leave set forth in the City’s current General Leave Policy 5.1 will apply.

2. **Waiver of Colorado Healthy Family and Workplaces Act.** In accordance with C.R.S. § 8-13.3-415(3), as amended, to the extent permitted by law, any additional requirements of the CHFVA are waived.

- B. **Granting and Cash Back.** Bargaining Unit members shall receive cash back for the designated amount of unused leave (see paragraph D) in the last pay period of the year. The leave bank will be granted on the first day of the first pay period of the year.
- C. **Carry Over and Forfeiture.** Unused general leave which exceeds the cash out amount contained in the table below may be carried over to July 1 of the following year, *with written approval from the member’s department director that is received by Human Resources at least two weeks before the start of the final pay period of the year.* Any general leave which is allowed to be carried over but which is not used by July 1 of the following year will be lost.

D. **Leave and Cash Back Amounts.** The amount of general leave granted for various

periods of service and the amount of annual cash back permitted is depicted in the following schedule:

Leave Schedule

Years of Service	Hours of General Leave	Annual Cash Back
6 months - 4 years	152 hours	30 hours
5 – 9 years	200 hours	40 hours
10 - 14 years	232 hours	60 hours
15 or more years	272 hours	80 hours

E. Payout at Separation. Bargaining Unit members who voluntarily separate from service with the City shall receive payment for their unused general leave bank under the following formula:

1. After 1 year of service the member will be paid for 25% of the unused time.
2. After 2 years of service the member will be paid for 45% of the unused time.
3. After 3 years of service the member will be paid for 65% of the unused time.
4. After 4 years of service the member will be paid for 85% of the unused time.
5. After 5 or more years of service the member will be paid for 100% of the unused time.

If the Bargaining Unit member separates before April 1st of any year, the unused leave hours will be reduced by 25% prior to the calculation of cash out value. No member will receive cash out for holidays which have not passed at the time of separation; the holidays will be deducted at eight (8) hours per holiday.

ARTICLE 20: Longevity Reward Pay

Effective January 1, 2023, members who have served as full-time employees with the City for the following number of complete years (“milestone years”) will receive, on their work anniversary date or within the pay period of their work anniversary date, a one-time payment, in the form of points in an employee recognition platform, such as Kazoo, equivalent in value to the dollar amounts set forth below and corresponding to the applicable milestone year. For the year 2023 only, members who are in between milestone years of service will receive, on their work anniversary date or within the pay period of their work anniversary date, points equivalent in value to the dollar amount associated only with their most recently completed milestone year.

5 years of service - \$ 250	25 years of service - \$ 2500
10 years of service - \$ 1000	30 years of service - \$ 3000
15 years of service - \$ 1500	35 years of service - \$ 3500
20 years of service - \$ 2000	40 years of service - \$ 4000

ARTICLE 21: Personnel Policy

The Personnel Policy of the City shall be ultimately determined by the City. If there are any proposed changes to the City Employee Policies the City will notify the President of AFSCME for review and the possible submission of suggestions back to the City prior to the adoption.

ARTICLE 22: Member Line of Duty Death

If a member is killed in the line of duty, or dies from injuries sustained in the line of duty or in the performance of official city action, the City shall be responsible for the actual funeral, burial, or cremation expenses incurred by his/her survivors up to a maximum of ten thousand dollars (\$10,000), less funeral, burial, or cremation payments received under the Worker's Compensation Program and any donated funeral/burial/cremation related services.

If a member is killed in the line of duty, or dies from injuries sustained in the line of duty or in the performance of official City action, his or her estate shall receive payment for all remaining general leave in the member's bank as of the date of the member's death. The City will continue to pay the City's share of the cost of health and dental insurance premium that the member had elected for the year when the member was killed in the line of duty or who dies from injuries sustained in the line of duty for twelve (12) months.

ARTICLE 23: Re-Opener Clause

Negotiations may be re-opened during the term of this Agreement by the mutual agreement of the parties to the Agreement. Such re-opening may be for the purpose of discussing matters which arise which impact on the function of this Agreement.

ARTICLE 24: TABOR

The Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City. The City has made no promise to continue to budget funds beyond the current fiscal year, and the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

ARTICLE 25: Severability

If any provision of this Agreement is subsequently declared by a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

[Intentionally blank. Signature page follows.]

IN WITNESSS WHEREOF, the parties have caused this Agreement to be signed by their representatives on this 26 day of July, 2022.



ATTEST:

DocuSigned by:
Dylan Gibson
798CD14FB5714B1...
Dylan Gibson, City Clerk

CITY OF COMMERCE CITY

DocuSigned by:
Roger Tinklenberg
821CF2173E464F6...
Roger Tinklenberg, City Manager

APPROVED AS TO FORM:

DocuSigned by:
Sarah Geiger
A1E654A2404E470...
Sarah L. Geiger, Acting Deputy City Attorney

AFSCME LOCAL 1144

Negotiating Committee Members:

DocuSigned by:
Dennis Davenport
31709FE92BCC491...
Dennis Davenport, Crime Scene Technician II, President AFSCME Local 1144

DocuSigned by:
Rance Tompkins
18D3500881A441E...
Rance Tompkins, Park Operations Technician

DocuSigned by:
Cornelia Warnke
340E9621CDAB4A4...
Cornelia Warnke, Code Enforcement Inspector