



City of Boulder  
and  
Boulder Municipal  
Employees Association

2017 - 2018 Collective Bargaining Agreement

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2017 - 2018 Collective Bargaining Agreement  
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**City of Boulder**  
**and**  
**Boulder Municipal Employees Association**  
**2017 - 2018 Agreement**

The following Agreement by and between the City of Boulder, herein referred to as the City, and Boulder Municipal Employees Association, herein referred to as BMEA, is designed to promote and maintain a harmonious relationship between the City and such of its employees who are within its provision in order that more efficient and progressive service may be rendered.

**ARTICLE I. Term of Agreement**

A. Non-Economic

The non-economic portion of this Agreement shall be in effect beginning the first pay period of 2017 and shall continue through the last pay period of 2018 and from year to year thereafter unless during April of 2018, or April of any given year thereafter, either the City or BMEA shall serve to the other written notice of a desire to modify more than one Article of this Agreement, in which event negotiations concerning the modification will be held.

B. Economic

The economic terms of this Agreement shall be in effect the first pay period of 2017, and shall continue through the last pay period of 2018 and from year to year thereafter, unless in April of 2018, either the City or BMEA shall serve to the other written notice of a desire to modify the Agreement, in which event negotiations will be held.

C. If any provision of this Agreement is found to be in conflict with any State, Federal, or Municipal statute, court ruling, or administrative authority (such as EEOC or CCRC), it shall be declared null and void and no longer in effect. Such language shall then be subject to renegotiation by the City and the Bargaining Unit. All other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

D. No action or ruling by state or federal government or of any court or any state or federal administrative agency shall be subject to the grievance procedure even though such action or ruling may abridge some portion of this Agreement. The City and BMEA shall meet to determine the scope and impact of such a ruling.

**ARTICLE II. Recognition**

A. The City recognizes BMEA as the exclusive bargaining agent for all standard and probationary employees including non-commissioned police and fire employees, but excluding all employees

classified as "Management" by the Human Resources Department, with respect to all items included in this Agreement.

- B. This recognition clause shall be construed to apply to employees and not to work. It shall not limit the City's right to contract out work or to transfer work to other employees not included within the above described unit when the nature or amount of work changes; it shall not be construed to mean that any employee or classification of employees has any exclusive right to work. The specific terms of this contract shall be the sole source of any rights that may be asserted by BMEA against the City.
- C. The City will provide BMEA with records consisting of the total number of City employees by contract code.

### **ARTICLE III. Waiver**

- A. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the City and BMEA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. It is agreed, however, that specific provisions of this contract may be modified or deleted or that new provisions may be added upon the written agreement of both parties.
- C. It is agreed that BMEA and the City shall meet once every other month to review and discuss problems of mutual concern. The time and place of such meeting shall be mutually agreed upon by the parties.

### **ARTICLE IV. Agency Shop**

- A. The following language shall apply to all employees hired on or after August 19, 1987:
  - 1. It shall be a condition of employment that all employees shall either become members of BMEA or contribute to the Welfare Fund, as described below.
  - 2. All employees covered by this Agreement who decline membership in BMEA shall, at the end of thirty (30) days following the date of their hire, begin a monthly payment of money equal to dues, as required by BMEA, according to its constitution and by-laws.
  - 3. A special fund entitled "BMEA Welfare Fund" shall be established by BMEA. All money contributed, as indicated above, shall be placed in this fund and used for no other purposes than benevolent and welfare activities, which may include: flowers expressing sympathy or congratulations to friends of BMEA, BMEA's death benefit contribution, and the purchase of recreational equipment for use by all employees covered by this Agreement. A record of all

money paid to and from this fund shall be maintained by BMEA, and any employee contributing money to this fund shall have the right to periodically review its financial record.

- B. This Article shall not be interpreted or enforced in such a manner as to deny any employee any right guaranteed by the Constitution of the United States of America.

#### **ARTICLE V. Non-Discrimination**

- A. Neither the City nor the BMEA shall discriminate against or in favor of any employee of the City in any personnel action governed by this contract, including employment, or any other action under this contract because of race, religion, sex or sexual preference, age, national origin, disability or political or union activity other than those prohibited by this Agreement.
- B. Management and BMEA agree not to interfere with the right of employees to become or not become members of BMEA and further, that there shall be no discrimination or coercion against any employee because of BMEA membership or non-membership.

Management shall respect the right of BMEA officers and their designees to perform their official duties as representatives of the employees who are covered by this Agreement. BMEA shall provide to the Human Resources Director a current list of BMEA officers and designees who are authorized to act as official representatives of the employees who are covered by this Agreement. BMEA representatives who seek such time away from work must make prior arrangements with their supervisors. The City will attempt to accommodate bargaining unit needs for time away from work. However, the priority of the organization will remain the performance of public duties. Should such functions or duties require BMEA representatives to contact employees of another supervisor or department during the employee's work time, they must first make arrangements with the concerned supervisor, if the contact is longer than 5 minutes.

If a work group or other employee feels they are being negatively impacted due to the time an employee spends on BMEA business, they shall discuss it with their immediate supervisor who will notify a BMEA officer. The supervisor and BMEA officer will attempt to find a reasonable solution to the problem.

- C. The City's Nepotism Policy shall be applicable to BMEA employees.

#### **ARTICLE VI. Political Activity**

Improper political activities – an employee in the service of the City shall not:

- A. Continue in his/her position after being elected to the Boulder City Council; employees shall be permitted to take leave of absence for a maximum of forty-five (45) days after becoming a candidate for election to the City Council. Employees must take a leave of absence immediately after becoming a candidate for City Council. Should an employee choose to become a candidate more than forty-five (45) days prior to an election, they shall resign their position.
- B. Individually or together with other City employees, an employee may not identify his/her position or title or use his/her uniform while campaigning for or in support of any candidate for elected office or knowingly permit himself/herself to be so used.

## **ARTICLE VII. Strikes and Lockouts**

- A. The City agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of City operations or any part thereof or curtailing any operations shall not be construed to be a lockout. BMEA, its officers, agents, members, and employees covered by this Agreement agree that so long as the Agreement is in effect, there shall be no strikes, sitdowns, stoppages of work, "job actions," or unlawful acts that interfere with the City's operations. Any violation of the foregoing provision may be made the subject of disciplinary action, according to Article X., "Discipline and Discharge," of this Agreement. BMEA shall exercise due diligence to end any strike that may occur in violation of this Article.
- B. Discipline imposed under this provision shall be of a generally uniform nature but will reflect the individual actions of each employee so disciplined.
  - 1. Employees who do not report to their supervisor at their regularly scheduled time and who do not perform their assigned work shall be considered to have participated in the job action, and any disciplinary action imposed shall not be subject to the grievance procedure.
  - 2. Employees who do report at their regularly scheduled time to their supervisors and who do perform work but are disciplined may file a grievance according to Article XI., "Grievance Procedure," of this Agreement.

## **ARTICLE VIII. Layoff and Recall Procedures**

- A. The City shall at its discretion determine whether or not layoffs are required. Although not limited to the following, layoffs shall normally be for lack of work or lack of funds. If it is determined that layoffs are necessary, employees shall be laid off according to B., C., and D. below.
- B. Seasonal or temporary employees performing bargaining unit work in the work group being affected will be the first to be displaced. It is understood that such employees are not covered by this Agreement.
- C. Each department head shall compile a list of employees whose performance has been rated less than satisfactory, in writing, over the past two (2) evaluation periods or who have been warned, in writing, that they are not performing up to an expected level and those shall be the first employees displaced according to a priority established by each department head in consultation with the Human Resources Department.
- D. If there are no employees or an insufficient number of employees laid off in this manner, displacement or layoff shall continue according to the following procedure:
  - 1. The department head will compile a list of specific positions that are to be discontinued and if employees holding these positions are not the most junior employees in the bargaining unit, they shall have the opportunity to be transferred to another vacant position for which they qualify as described below:

- a. The Human Resources Department will review all employees eligible for such transfer and shall make final judgment as to which employee will be transferred to what particular available job. Criteria for such transfer shall include but not be limited to a consideration of an employee's relative City-wide seniority, as well as the experience and qualifications necessary for a particular position.

It is expected that in the usual case the most senior employee among those displaced will be given first opportunity to fill an available job for which she/he is qualified. All displaced employees will be treated in a similar manner.

- b. Employees forced to transfer to new positions will be required to pass a probationary period (subject to terms set forth in Article XII., "Probationary Period," of this Agreement) of six (6) months during which they must demonstrate an ability to fully and satisfactorily perform the job.
- c. If a transferred employee fails probation in the new job, she/he shall have one further opportunity to be transferred.
- d. If an employee fails a second probationary period, she/he will be laid off from the City.
- e. Employees who refuse or decline two (2) such transfers will be considered permanently laid-off and not subject to recall.
- f. An employee forced to transfer to a lower paying position, due to layoff, shall maintain his/her current salary for a period of three (3) calendar months. At the end of three (3) calendar months the employee's salary shall be reduced to the maximum of the new salary grade.

If an employee's salary is within the range of the lower salary grade, his/her salary shall not be changed except as occasioned by merit.

- g. In the case of employees with the same date of hire, the determination of who shall be laid off will be made by random lottery. The lottery shall be drawn in the presence of Management representatives, two (2) BMEA representatives and the persons who may be affected.

#### E. Recall Procedure

1. Recall from layoff shall be in reverse order of layoff with the last bargaining unit employee displaced to be the first recalled back to work. Employees may be recalled to the position they vacated, or to a position with the same title in a different division or department for which they are fully qualified.
2. Notice of recall from layoff shall be by certified, return receipt requested mail. An employee so notified or contacted in person by phone shall have three (3) days to report back to work unless a reason, satisfactory to the City, is given during the three (3) day period. However, it is understood that an employee who is working for another employer at the time of recall shall be allowed to work out a fourteen (14) calendar day notice, provided she/he notified the City within the three (3) day period specified above.

- a. In the event a laid off employee, who has been employed outside the City, is unable to return to work within the prescribed period, she/he may upon reasonable proof of such difficulty, decline recall at that time.
- b. An employee who declines recall, as indicated above, will retain his/her relative seniority position and may be recalled, as necessary, in the future.
- c. An employee may so decline recall on only one (1) occasion.
- d. When an employee declines recall, the City will proceed to the next individual scheduled for recall and notify him/her of the opportunity to return to work.
- e. Should all laid off employees decline this first opportunity for recall, the City will notify, to return to work, the most junior employees necessary to fill recall needs; these employees will be required to return to work or give up all further rights to re-employment with the City.
- f. This process will continue back through the recall list until all recall needs are met.
- g. If contact, as defined in Subsection 2. above is not made within five (5) calendar days, the City may contact the next senior laid off employee to fill the available opening. An employee bypassed in this manner shall become the senior employee next eligible for recall.
- h. If a laid off employee refuses recall or fails to report as agreed, she/he will thereby waive all further consideration for reinstatement.
- i. Employees hired under these provisions shall not be required to meet additional minimum requirements for employment greater than those in existence at their initial date of hiring.
- j. Employees re-employed under these provisions shall begin accruing benefits at the level they had attained prior to displacement. Rehired employees shall also be credited prior service time for the purpose of determining pension eligibility.
- k. No individual may be recalled after two (2) years from the date she/he was originally laid off/transferred from his/her original position.

F. Maintenance of Benefits

Employees laid off from the City shall be able to continue all insurance benefits they had at the time of their layoff by assuming the total cost of each benefit they choose to retain. Such continuation of benefits shall be subject to the terms and conditions established by each insurance carrier.

**ARTICLE IX. Management Rights and Responsibilities**

- A. Except to the extent expressly abridged by a specific provision of this Agreement, Management reserves and retains, solely and exclusively, all of its common law rights and responsibilities to manage the organization, as such rights and responsibilities existed prior to the execution of this

Agreement. The sole and exclusive rights and responsibilities of Management, which are not abridged by the Agreement, shall include but are not limited to the right:

1. To determine the existence or non-existence of facts which are the basis of a Management decision to establish or continue policies, practices, and procedures for the conduct of programs and from time-to-time to change or abolish such policies, practices, or procedures;
  2. To determine, and from time-to-time, re-determine the number, location, relocation, and types of operations, and the methods, processes and materials and equipment to be employed; to discontinue processes or operations or discontinue their performance by employees; to contract or subcontract for the attainment of public objectives;
  3. To determine the number of hours per day or week operations shall be carried on; to set and change shift starting times; to schedule and prioritize work functions and vacations; to schedule standby duty; to select and determine the number and types of employees required; to designate the duties and classification of positions and to change same; to assign work to such employees in accordance with the requirements determined by Management; to establish and change work schedules and assignments; to set time and schedules when earned vacation leave shall be taken;
  4. To transfer, promote, demote, layoff, or terminate employees, or otherwise fully or partially relieve employees from duty for lack of work or other legitimate reasons; and to determine the fact of lack of work;
  5. To monitor day-to-day performance of employees, to correct problems in employee work habits in a timely manner, to provide appropriate feedback including the timely completion of no less than contractually provided performance evaluations, to hire and fire employees or make related recommendations, to make and enforce reasonable rules for the maintenance of discipline; to determine the means and personnel by which departmental operations shall be conducted; to determine the content of job classifications; to provide and require both initial and ongoing training; to ensure the adherence to safety standards and practices, to investigate employee accidents and complete required reporting; to ensure the accuracy of all reported time use;
  6. To take all necessary action to carry out the mission in emergencies; and to exercise complete control and discretion over the department and technology of performing its function; and
  7. To suspend, discharge, or otherwise discipline employees for "just cause." Both the grounds for and severity of such discipline shall be subject to the Grievance Procedure, as described in Article XI., "Grievance Procedure." However, the right of Management to generally discipline employees for "just cause" shall in no way be abridged by this Agreement or subject to the Grievance Procedure.
- B. Prior to any special project that requires a deviation in normal work schedule in excess of one week, the management of the responsible department shall meet with the affected employees to discuss scheduling and overtime requirements. Employee input from such meeting(s) will be considered prior to finalizing the schedule. Emergency situations shall be exempt from this section.
- C. The City shall seek and consider recommendations from the bargaining unit when establishing, changing, or abolishing significant department rules, regulations, policies, or procedures, including the

elimination of any BMEA position or work group. When the City eliminates or transfers a BMEA position, it shall provide along with the request for recommendations, the following documents to the extent they are available: the current job description, the new job description and an explanation for any reclassification of the position. All such related material will be directed to the BMEA President, Vice-President and the Ombudsman. BMEA shall have fourteen (14) days from the submission of the request to respond with recommendations.

- D. If, in the sole discretion of the Mayor and the City Council or the City Manager, it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, emergency procedures or operations will be put into effect by the City Manager or his/her designate during the time of the declared emergency, provided, however, that wage rates and monetary fringe benefits shall not be affected. Should an emergency arise, the City Manager or designate shall advise BMEA of the nature of the emergency.

The City Manager or designate shall follow up such advice in writing as soon as practical and shall forward such written notice to BMEA. Time limits for any resulting grievances will be held in abeyance until the emergency is declared to be over.

#### **ARTICLE X. Discipline and Discharge**

- A. Among the rights and responsibilities retained as the sole function of Management, but by no means wholly inclusive of them are: the right to suspend, transfer, discharge, or in any other way discipline employees for just cause.

Disciplinary action is intended to be corrective rather than punitive, and as such, is intended normally to progress from less to more severe.

A typical progression might be:

1. Oral Warning
2. Written Warning
3. One (1) Day Suspension
4. Suspension(s) of Progressively Greater Length
5. Involuntary Transfer
6. Termination

It must be clear that a supervisor has the right to deviate from this progression should individual circumstances warrant more severe action and that such departure itself may not be the subject of a grievance. However, nothing shall preclude the right to grieve the basis or severity of the discipline according to Article XI., "Grievance Procedure."

Discipline shall be administered in a fair and consistent manner. Whenever practical, the "Employee Warning Record" shall be used. However, the actual use of or failure to use the "Employee Warning Record" form may not be an independent grievance.

- B. The City shall initiate an investigation of possible disciplinary action within fourteen (14) days of the time it has knowledge of employee misconduct or alleged misconduct with the exercise of reasonable diligence.

- C. During such investigation, employees interviewed by the City as possible witnesses to alleged misconduct may elect to have a BMEA representative present during such interview. The BMEA witness employee has a right to have a BMEA representative present when the BMEA employee is questioned by either internal or external investigators.
- D. During such investigation, the City shall meet with the employee involved and present the information that has come to its attention.
  - 1. At this meeting the employee will have an opportunity to admit or refute the information and/or to present information regarding mitigating circumstances.
  - 2. The employee may also submit a written statement which shall be attached to each copy of any disciplinary action taken.
  - 3. The employee may have a representative of his/her choice present at such meeting.
- E. An employee may be suspended while charged with a felony. Dismissal or acquittal of criminal charges shall not preclude disciplinary action.

Nothing contained herein shall mandate whether or not back pay shall be given for the period of suspension or discharge, but shall be a matter resolved in grievance adjudication.

#### **ARTICLE XI. Grievance Procedure**

- A. A grievance is defined as a dispute or difference of opinion between an employee covered by this Agreement and the City, involving the meaning, or application of the expressed provisions of this Agreement. In the event of such controversy, the matter shall be treated as a grievance and be settled by the grievant and the City in accordance with the procedures defined in this Article.
  - 1. Grievant, as used in this Procedure, shall mean an individual employee, a group of employees, or the Boulder Municipal Employees Association.
  - 2. Employees filing a grievance may request BMEA representation throughout all steps of the grievance procedure.
  - 3. At any step of this grievance procedure the Executive Board of the Bargaining Unit shall have final authority to decline representation if, in the judgment of the Executive Board, such grievance lacks merit or justification under the terms of this Agreement, or has been adjusted or settled to the satisfaction of the Executive Board.
- B. An employee who has applied for and met the minimum qualifications for a position, as posted, may use Steps 1, 2, 3, and 4 of the Grievance Procedure to contest the promotion of another employee to a position within the bargaining unit. However, such a grievance may not be filed without having been endorsed by the BMEA Grievance Committee. If such a grievance is not resolved in the 4th Step of the Grievance Procedure, it may not be appealed to arbitration but may be appealed to the City Manager or appropriate designee, whose determination will be final and binding on the City, employee, and bargaining unit.
- C. Employees on probation shall have full access to the Grievance Procedure, except that they may not grieve:
  - 1. The extension of their probationary period;

2. The termination of their employment during regular or extended probation;
3. Return to their former position for failure of probation following a promotion.

D. The grievance procedure shall be as follows:

### **STEP 1: INITIAL COMPLAINT/DISCUSSION**

The complaint shall be taken by the employee to his/her immediate supervisor as soon as possible after the occurrence. The complainant may present only his/her own personal grievance. However, should more than one employee be involved in the same possible grievance, they may jointly discuss the issue with the supervisor involved. If possible, the matter should be settled at this level through discussion.

Should the problem not be settled or should it be necessary to conduct additional meetings, the complainant(s) shall fill out a "complaint" form provided by the bargaining unit. These forms are to be used only to establish dates, department, nature of complaint, and the intent to grieve. Complaint forms, although written, shall not be confused with grievance forms used in Step 2 of this Article. The form may not be changed except by mutual agreement.

Complaint forms shall be submitted to the supervisor within seven (7) calendar days (excluding holidays) of the occurrence. A copy of all complaints shall be sent by the bargaining unit to the Human Resources Director.

Should the occurrence be of such a nature that it is not reasonable to assume the employee should have been aware of a possible contract violation, the complaint may be submitted, upon agreement between the Human Resources Director and the BMEA President, up to a maximum of fourteen (14) calendar days after occurrence.

### **STEP 2: WRITTEN GRIEVANCE**

If the complaint is not settled, it shall be put, in writing, on grievance forms provided by the bargaining unit and signed by the grievant. The written grievance shall set forth the Article(s) of the Agreement that are at issue, identify the nature of the grievance, and specify the facts or evidence in support of the grievance. Grievance forms shall also be signed by, or electronically transmitted by, a grievance committee member or bargaining unit official and presented to the supervisor within seven (7) calendar days (excluding holidays) of submission of the complaint form. No issue shall be the subject of a grievance unless written complaint has been made as described in Step 1 above. No issue shall be the subject of a grievance unless it has been filed, in writing, as described herein. A copy of all grievances shall be sent by the bargaining unit to the Human Resources Director within prescribed time limits.

The supervisor shall return his/her disposition in writing within seven (7) calendar days (excluding holidays) after receipt of the grievance. Any grievance not appealed to Step 3 within seven (7) calendar days (excluding holidays) of the written answer described in this step shall be considered abandoned and subject to no further appeal.

### **STEP 3: APPEAL TO THE DEPARTMENT HEAD AND SUBSEQUENT RESPONSE**

Appeal of the supervisory decision may be made in writing to the department head by the grievant and the grievance committee within seven (7) calendar days (excluding holidays) of

receipt of the supervisor's decision. The written appeal shall set forth the Article(s) of the Agreement that are at issue, identify the nature of the grievance, and specify the facts or evidence in support of the grievance. A copy of the appeal shall be sent by the Bargaining Unit to the Human Resources Director within the seven (7) day time limit.

The department head shall investigate the matter and render his/her decision in writing to the grievant and the Bargaining Unit grievance committee member or Bargaining Unit official who signed the appeal within seven (7) calendar days (excluding holidays) after receipt of the appeal.

Any grievance not appealed to Step 4 within seven (7) calendar days (excluding holidays) of the written answer described in this Step shall be considered abandoned and subject to no further appeal.

#### **STEP 4: APPEAL TO THE HUMAN RESOURCES DIRECTOR AND SUBSEQUENT RESPONSE OR MEDIATION**

Appeal of the decision of the department head, or appeal of disciplinary action imposed by the department head may be made, in writing, to the Human Resources Director by the employee and the Bargaining Unit grievance committee within seven (7) calendar days (excluding holidays) after receipt of the department head's decision. The written appeal shall set forth the Article(s) of the Agreement that are at issue, identify the nature of the grievance, and specify the facts or evidence in support of the grievance.

If requested by either the Human Resources Director, his/her designate, or the grievant, the Human Resources Director, or his/her designate, shall conduct an administrative hearing to review events and circumstances involved in the grievance. At such hearing, the Human Resources Director, or his/her designate, may call witnesses, request information, or investigate the grievance in any manner she/he deems necessary. Such hearing shall be held within seven (7) calendar days (excluding holidays) of the employee's request or within seven (7) calendar days (excluding holidays) of appeal of the grievance if requested by the Human Resources Director or designate. In addition, the Human Resources Director, or designate, may conduct any further investigation or hold further meetings as she/he believes appropriate to attempt resolution of the grievance.

The Human Resources Director's, or designee's, answer will be rendered, in writing, to the grievant within seven (7) calendar days (excluding holidays) following the date of the meeting.

If the Human Resources Director appoints a designate for this step of the grievance procedure, that designate will normally be an Assistant City Manager or a City Department Head and will have full authority, equivalent to that of the Human Resources Director, for this step of the grievance.

Any grievance not appealed to Step 5 within seven (7) calendar days (excluding holidays) of the written answer described in this Step shall be considered abandoned and subject to no further appeal.

As an alternative to the hearing before the Human Resources Director, either party may request non-binding mediation. This request must be made by either party within seven (7) calendar days (excluding holidays) from filing the appeal with the Human Resources Director. Both parties must agree in writing on the utilization of the services of the mediator and the choice of the mediator. The BMEA and the City will equally share the costs of the mediator. If the grievance

is not resolved through this mediation process, the grievance can be appealed to arbitration within seven (7) calendar days (excluding holidays) of the conclusion of the mediation process in this step.

## **STEP 5: ARBITRATION**

In the event of the failure of the parties to settle a grievance at the 4th Step of the Grievance Procedure, such grievance may be appealed to arbitration. The Executive Board of the Bargaining Unit shall have the exclusive right to determine whether or not a grievance shall be submitted to arbitration. A written notice of appeal shall be submitted to the Human Resources Director by the Bargaining Unit president or his/her designate, and the grievant within seven (7) calendar days (excluding holidays) of receipt of the Step 4 response.

The parties shall then select a mutually satisfactory arbitrator from a panel of five (5) possible arbitrators submitted by the American Arbitration Association. Upon receipt of such panel, representatives of the City and the Bargaining Unit shall strike in alternate turn one of the names of the panel until four (4) names have been so struck. The arbitrator whose name remains shall be deemed the arbitrator selected by mutual agreement.

E. The following shall apply to all grievances:

1. Employees may be represented by a Bargaining Unit representative at any step of the grievance procedure.
2. Acceptance of an answer at any stage of the grievance procedure shall constitute resolution of the conflict.
3. Under no circumstances will a complaint be accepted which is submitted beyond seven (7) calendar days (excluding holidays) from the date an action of the City first occurred, except by agreement between the Human Resources Director and the BMEA President, as provided in Step 1 of this procedure.

The fact that such a decision or action has a long-term or continuing impact will not in any way extend or modify this seven (7) day time limit within which a grievance must be filed.

Time limits other than that for the initial (Step 1) submission of the complaint may be extended by written agreement of both parties.

4. With respect to the time limits set forth in this grievance procedure:
  - a. "Submitted": Shall mean in the event of actual hand delivery, the date when the document or notice is delivered to the office of the appropriate party, in the event of delivery by e-mail, the date when the e-mail is sent to the e-mail address of the appropriate party, and in the event of delivery by mail, the date of the postmark appearing upon the correctly addressed envelope containing the document.
  - b. "Receipt": Shall mean in the event of hand delivery the date when any document or notice is actually delivered to the office of the appropriate party, in the event of delivery by e-mail, the date when the e-mail is delivered to the e-mail address of the appropriate party and in the event of the delivery by mail, three (3) days after the date appearing on the postmark on the correctly addressed envelope containing such document or notice.

- c. In computing any period of time prescribed or allowed by this contract, the day of the act, event, or default from which the designated period of time begins shall not be included. Days shall be counted only as whole days and time shall not be computed on an hour or minute basis.
5. Grievance decisions shall not be interpreted to change the meaning of this Agreement.
6. In the event a disciplinary action by the City affects more than one employee, each employee affected shall file an individual grievance. The Bargaining Unit and the City may agree in writing to combine groups of like grievances, or to allow the Bargaining Unit to file a single grievance on behalf of all affected employees regarding a specific action. However, if the grievances of several employees are combined or consolidated, this shall not affect the individual treatment and consideration given to each employee's case.

Any grievant who is called upon as a witness either for or against another grievant may be excluded from any portion of a hearing that involves testimony not related to his/her own involvement in the grievance.

7. No grievance of a disciplinary action may be filed unless the employee who is the subject of the disciplinary action endorses and participates in the grievance.
8. No disciplinary action or negative employment action shall be taken against an employee for filing a grievance, participating in the investigation of a grievance, or participating in the steps of the grievance process.
9. Should the City fail to respond within specified time limits at any step of the grievance procedure, the grievance will automatically proceed to the next step.
10. Once a grievance has been submitted in writing, it may not be materially changed throughout the grievance procedure.

F. The following shall apply to arbitration:

1. The arbitrator shall have the right to arbitrate grievances concerning the meaning, interpretation, or application of this Agreement.
2. The arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement, any agreements made supplementary hereto, nor any other matter not specifically provided for within this Agreement.
3. All parties to the grievance, the City, the Bargaining Unit, and any individual employee or employees shall abide by all rules and regulations of the American Arbitration Association. Failure to abide by these rules and regulations by either party shall cause the grievance to be settled in favor of the other party.
4. A decision of the arbitrator that is consistent with the terms of this Agreement shall be final and binding upon the Bargaining Unit and the City.
5. All costs of the arbitration shall be shared equally by the parties, except as follows:

- a. Each party shall be individually responsible for all costs associated with the presentation of their case, including salaries or fees paid to witnesses.
- b. Costs of a court stenographer or other transcription fees shall be paid by the party requesting the service.

## **ARTICLE XII. Probationary Period**

- A. All new City employees are subject to a probationary period of nine (9) continuous and uninterrupted months during which time the employee serves at will to determine her/his ability to satisfactorily perform the duties of the position. If the supervisor decides that the new employee cannot pass the probationary period, the employee may be terminated without prejudice. The supervisor will meet with the employee to discuss the reasons for the termination. The supervisor may extend the probationary period for an additional three (3) months by informing the employee, the Human Resources Department, and BMEA of intent. Such notice shall be in writing no later than thirty (30) days prior to the evaluation date.

The exception shall be for new employees whose job requires field training and/or certification. For these employees, the probationary period is deemed to start as of the official date of hire and shall end following twelve months of continuous and uninterrupted service after the member has completed his/her field training program and/or received certification, but in no case shall it be less than nine (9) months after date of hire.

Upon successful completion of the probationary period, an employee shall be considered to have attained "standard" status. An employee who has not been notified of such completion or failure will be considered to have automatically completed probation unless notified otherwise within thirty (30) days after his/her contractually provided evaluation date.

The completion of an employee's probationary period will be considered to occur on their evaluation date and not at the end of an exact nine month period. Evaluation dates are established by the Human Resources Department based on the employee's date of hire.

- B. Employees filling "temporary" positions who are subsequently hired into the same "standard" position, in the same specific work group and by the same supervisor without an interruption in service shall be given credit for up to a maximum of three (3) months of continuous, uninterrupted service. This service will be deducted from such employee's nine (9) month probationary period.

Such retroactive service credit will be used for establishing the employee's evaluation date prior to transitioning to the common review date.

- C. Employees who voluntarily transfer or are promoted are subject to a six (6) month probationary period. In addition, the following apply:
  1. Employees voluntarily transferred to different positions within the City are subject to a two pay-period trial status within the new position.

By the end of the two-pay period time frame, the employee must

- (a) decide whether or not to stay in the new job and continue with the probationary period or bump back to the prior position; and
- (b) provide written notice of the decision to bump back to the former position to both the current and former supervisor.

The right to bump back ends at the conclusion of the second pay period.

Employees who voluntarily transfer may successfully pass the probationary period in less than six (6) months. The supervisor will notify an employee in writing if the probationary period has ended prior to six (6) months. A transfer is defined as an employee move from one position to another position with a different job title which requires the performance of clearly different work, or to a similar position with the same or similar job title in a different department. Movement of an employee from one position to another with the same or similar title within a department is defined as a reassignment and not subject to the probationary period.

- 2. Employees on probation following promotion will have three (3) months to bump back to their former positions without prejudice. By the end of the three (3) month period, employees who decide to bump back to their former position must provide written notice of the decision to bump back to both the current and former supervisor.

In the event an employee is returned by the department, or returns voluntarily to his/her former position within the initial three-month period, all other employees who were subsequently promoted or transferred to fill the vacancy created by the original promotion shall also be returned to their former positions.

In the event a department bumps back a promoted employee within the three month period, no advance notice by the department is required.

Employees who are promoted may successfully pass the probationary period in less than six (6) months. The supervisor will notify an employee in writing if the probationary period has ended prior to six (6) months and the bump back period is eliminated.

- 3. The supervisor may extend the probationary period for an additional three (3) months by informing the employee, the Human Resources Department, and BMEA of intent. Such notice shall be in writing no later than thirty (30) days prior to the evaluation date.
- 4. Employees on probation following an involuntary transfer as a result of disciplinary action may not return to their former position at their option if they fail probation. An involuntary transfer is defined as a disciplinary action which has been submitted in writing to the employee and BMEA. Employees who have failed their probation may request a hearing before their Department Head and the Human Resources Director to review the action.
- 5. The completion of an employee's probationary period will be considered to occur on their evaluation date and not at the end of an exact six (6) month period. Evaluation dates are established by the Human Resources Department based on the employee's date of promotion or transfer.

- D. Individuals being terminated from employment with the City during this probation or being returned to former positions for having failed probation, may request a hearing before their department head and the Human Resources Director to review the action.

During such a hearing, the employee may be represented by an attorney and/or a BMEA representative of his/her choice.

The ruling of the department head and the Human Resources Director shall be final and binding on the City, the employee, and the bargaining unit.

- E. The probationary period shall count retroactively as continuous service in computing vacation and longevity upon completion of probationary status.

### **ARTICLE XIII. Seniority**

- A. The City shall consider work group seniority as a factor in establishing or changing shift schedules or shift assignments, when it is necessary to set times or schedules where earned vacation may be taken, or when employees are needed to fill emergency standby lists.
- B. Definitions
  1. Work group seniority shall accrue from the first scheduled shift an employee works as a standard employee in a specific work group within a given department, as defined in the City's organization charts on the City intraweb and the City will notify BMEA of any changes in the organizational charts within seven (7) days of such change.
  2. City-wide seniority shall begin on the day the individual begins work as a standard employee. City-wide seniority shall accrue regardless of department and shall accrue without interruption except as defined by the terms of this Agreement. The importance of City-wide seniority is discussed in Article VIII., section C., 2., a., "Layoff and Recall Procedure."
  3. Employees who transfer into different departments forfeit their work group seniority, providing their departure is for greater than six (6) months. Should an employee return to a work group in less than six (6) months, she/he will retain any seniority accrued prior to having left but will not be given credit for the period of time worked outside the work group.
  4. Seniority will not be accrued during any unpaid leave of greater than fourteen (14) calendar days; however, for a member on approved unpaid FMLA leave city wide and work group seniority will accrue just as if the employee were on paid sick leave.
  5. Issues or problems related to this Article may be subject to the grievance procedure but may be appealed only through Step 4.

### **ARTICLE XIV. Temporary Employment**

- A. Employees working in temporary positions who subsequently are hired into the same position on a standard basis without an interruption in service shall be given credit for up to a maximum of twelve (12) months of such continuous, uninterrupted service. This retroactive credit shall be exclusively for the purpose of future longevity and vacation accrual calculations, as described in section D. of this Article.

- B. It should be clear that although an employee may be hired to fill a standard position, she/he does not become a standard employee until successfully completing probation, as described in section A. of Article XII., "Probationary Period."
- C. Such employee's evaluation date shall be calculated as described in section A. of Article XII., "Probationary Period."
- D. Longevity and vacation shall not be accumulated for retroactive service, however, they shall be calculated for the future on the basis of such service.

**ARTICLE XV. Scheduled Work/Overtime**

- A. Normal work hours shall not exceed forty (40) hours per week.

Workday

A regular workday will be for the number of hours determined by the department during a twenty-four (24) hour period. The starting time of the twenty-four (24) hour period will be determined by the individual department and shall remain until changed according to Article IX., "Management Rights and Responsibilities," section B., "Seek and Consider."

- B. Overtime

1. Overtime shall be paid in accordance with rates established in Subsection 10. below for all classifications of employment for all hours in excess of the scheduled workday or work week. However, hours worked in excess of the scheduled work day may be substituted on an hour-for-hour basis for time off within the same work week at the mutual agreement of the employee and the supervisor, if such agreement is made in advance of the hours worked. Weekly overtime will not be paid for hours already covered by daily overtime pay.
2. For employees who are typically scheduled for more than forty (40) hours per week, paid leave will only be authorized to bring the employee's compensated hours to a total of forty (40), and not beyond, except that holiday pay shall always be paid as specified in Article XXI. Holidays, Section A.1.a.-c.
3. Overtime shall be defined as three (3) distinct types:
  - a. End of Shift - overtime accruing immediately at the end of a regular workday in which an employee or a specific crew is assigned to continue working.
  - b. Call Back – overtime accruing after the end of a regular workday and after most employees, who perform such work, have departed the work site.
  - c. Regularly scheduled overtime - overtime scheduled prior to the previous workday.
4. All overtime shall be authorized and assigned by a supervisor as equitably as possible to all eligible employees who normally perform the work. Employees are required to work overtime and standby, when assigned. However, when making such assignment, supervisors will consider circumstances that cause an unusual burden upon an employee and, when possible, will make alternative arrangements, or allow employees reasonable time to notify

family, or friends of the necessity to work overtime. If necessary, the City will attempt such notification. Any discipline imposed for failure to work overtime or standby may be the subject of a grievance.

5. The distribution of "call back" overtime shall be as equitable as possible. The supervisor of each workgroup who has an overtime need shall develop a rotational method of offering the overtime and shall be responsible for tracking its distribution. A distribution list, showing the rotational order used and number of overtime opportunities shall be made reasonably available to the employee upon request. Equitable distribution shall be defined as providing reasonably equal opportunities (in number) for overtime to eligible employees who, more often than not, perform the work during normal operations.

Whether or not an employee chooses to work the overtime, it is considered an "opportunity" to work overtime. Should an employee not be available via his/her preferred method of after-hours contact, this will be recorded by the supervisor as a "no" to the overtime offer.

The employee shall be responsible for notifying his/her supervisor of the preferred method of after-hours contact and shall notify the supervisor of any changes.

6. The distribution of "end of shift" overtime shall not be the subject of a grievance.
7. Hours paid for but not worked on holidays shall be counted as "hours worked" for the purpose of computing pay period overtime. Vacation and sick leave shall be counted as "hours worked" for purposes of computing pay period overtime, except as limited by paragraph B. 2. above.

No hours paid at time and one-half or double time shall be considered as hours worked for the purpose of calculating overtime under any provision of this contract, except as specifically provided under section B., paragraph 9. c. of this Article.

8. All employees of a particular work group or crew, who are required to work standby, shall be paid the maximum hourly rate of the highest job classification among those BMEA employees working standby in that particular work group or crew. Such rate shall be paid for the following "standby" hours only: five (5) hours straight time for each twenty-four (24) hour day and two (2) hours straight time for off-duty time between consecutive workdays and two (2) hours straight time for any other off-duty time. Call to work from standby will be on a portal-to-portal basis.

A "normal" standby weekend of fifty-six (56) hours shall be paid a maximum of twelve (12) hours straight time standby pay.

Should it become necessary to call several employees back to work, they shall all be paid at time and one-half their regular hourly rate.

9. Call Back Overtime
  - a. An employee called back to work prior to the start of his/her regular, scheduled shift and who works a minimum of six (6) hours should have at least eight (8) uncompensated rest

hours between the time she/he leaves work and the time she/he is scheduled to begin his/her regular shift.

- b. If an employee reports to work prior to the start of his/her regular shift and works for six (6) or more hours but is unable to rest for eight (8) hours prior to the start of his/her regular shift, she/he will, with the approval of the supervisor for whom she/he last worked, have the option of working or not working his/her regular scheduled shift.

All such hours worked prior to the start of the employee's regular shift shall be paid at time and one-half of the employee's regular rate of pay, providing the employee worked his/her preceding scheduled shift or was excused from work by his/her supervisor.

- c. If under circumstances outlined in Paragraphs a. and b. of Subsection 9. of this Article, an employee does not work his/her regular scheduled shift, the actual hours she/he worked will be used for the purpose of calculating overtime in excess of forty (40) hours per week. However, hours already paid for at an overtime rate will not be duplicated and an employee will receive overtime payment only for those hours actually worked in excess of forty (40), on a sixth (6th) or seventh (7th) day. In order to be eligible for such hours to be counted as hours worked for the calculation of hours in excess of forty (40) hours per week, an employee must have worked or been scheduled off due to vacation all subsequent hours of his/her regular scheduled workweek.
- d. An employee's supervisor may determine at any time whether or not an employee is fit to work.

#### 10. Overtime Rate

- a. Grades A - J, inclusive, time and one-half the straight time rate.
- b. See: Article XXI. "Holidays," section E.

#### 11. Compensatory Time

- a. Accrual

Compensatory time in lieu of overtime pay may be offered at the discretion of the department. Compensatory time can be accrued in lieu of overtime pay within the following parameters:

1. Compensatory time may be accrued only by mutual agreement of the employee and the supervisor.
2. Compensatory time accrues at the same rate as overtime pay. Therefore, a person who works one hour and is paid in compensatory time receives one and one half (1 ½) hours of pay or time off.
3. Overtime work assignments shall not be assigned based on whether an employee volunteers to take overtime or compensatory time, but rather in accordance with Article XV Section B. 4 of the overtime section. Refusal of an employee to accept compensatory time in lieu of pay shall not influence the distribution of overtime.

4. Each department allowing compensatory time accrual shall determine a maximum number of hours that may be accrued, not to exceed eighty (80) hours annually.

b. Use

1. Employees may convert compensatory time to pay at the employee's current hourly rate at any time or may use it as time off within the contract year.
2. As of the last day of the last pay period, or earlier alternate date as determined by the department, there shall be no compensatory time outstanding. This can be accomplished by either using the compensatory time as time off, or converting all accrued compensatory time to overtime pay at the employee's current hourly rate of pay.
3. Use of compensatory time is governed by vacation leave policies except when it is used as sick leave in which case policies related to sick leave apply.

c. Record Keeping

All compensatory time hours will be recorded and usage tracked in accordance with all applicable federal and state laws.

d. Termination

1. Upon termination of employment, the amount of accrued and unused compensatory time shall be paid to the member at his/her regular rate of pay.
2. Upon the death of an employee, the amount of accrued and unused compensatory time shall be paid at his/her regular rate of pay to the beneficiary of the deceased.

C. Overtime for Part-Time Employees

Part-time employees must work or be on paid leave in excess of forty (40) hours per week before they become eligible to receive overtime pay. Employees are required to work overtime when assigned. However, when making such assignment, supervisors will consider circumstances that cause an unusual burden upon an employee and, when possible, will make alternative arrangements, or allow employees reasonable time to notify family or friends of the necessity to work overtime.

**ARTICLE XVI. Rest Periods**

- A. All standard employees are entitled to a break during each half of their working day. Each break is not to exceed fifteen (15) minutes. Employees are expected to remain on or near the job site for the fifteen (15) minute break.

Employees assigned to twelve (12) hour shifts will be allowed a third fifteen (15) minute break.

## **ARTICLE XVII. Wages**

### **SECTION I. WAGES**

- A. Effective the first pay period of 2017, the 2017 Salary Schedule will be paid to all standard, full-time employees, if the normal workweek is worked or fulfilled as paid leave. City Council reserves all rights required to maintain compliance of this contract with Article X, Section 20 of the Colorado Constitution. Effective the first pay period of 2018, the 2018 Salary Schedule will be paid to all standard, full-time employees, if the normal workweek is worked or fulfilled as paid leave. City Council reserves all rights required to maintain compliance of this contract with Article X, Section 20 of the Colorado Constitution.
- B. The City may elect to increase the Salary Schedule. Whether to make such a discretionary increase and its amount will be determined solely by the City.
- C. An employee who receives social security disability benefits will be paid according to the salary range for his/her position, subject to any reductions necessary under federal law governing the employee's eligibility for such disability benefits. In no case will the employee be paid at a higher rate than s/he would be eligible for absent the receipt of benefits, nor less than the federal minimum wage.
- D. The starting salary for a position will be at least the minimum of the salary range for the particular job classification. Salary offers above the salary range minimum should be based upon the hiring supervisor's assessment of the candidate's skill level beyond the minimum qualifications of the position, and an assessment internal pay equity. The City agrees that it will provide to the President of BMEA on a quarterly basis the following information: (1) the names of new BMEA employees who are hired above the minimum of the particular salary range; (2) the starting salary of such employee; and (3) the reason why the City hired at a salary range above the minimum. The same information will be provided on a quarterly basis to the President of BMEA for any BMEA employee whose new salary after a promotion was greater than five percent (5%) of his/her prior salary or above the minimum of the new range. The City will further provide to BMEA information on the time it took to fill the positions where new employees were hired above the minimum.
- E. The city and BMEA shall jointly create a "BMEA training pay subcommittee" during the term of this contract. The purpose of the subcommittee shall be to determine the scope, cost, and feasibility of paying for training of BMEA employees by other BMEA employees.

### **SECTION II. SHIFT DIFFERENTIAL**

- A. Any standard employee who works any hours between 8:00 p.m. and 6:00 a.m. will receive an additional \$1.50/hour for such hours actually worked.
- B. Vacation, sick, holiday, or any other compensable leave shall be paid at straight time and shall not include the differential addition.

- C. Overtime rates shall be based on the differential addition, if the regularly scheduled shift includes hours worked between 8:00 p.m. and 6:00 a.m.

SECTION III. EVALUATIONS AND MERIT RAISES

- A. After one (1) year of continuous and uninterrupted service, employees may become eligible for a merit increase. For the first year in a new position, evaluation dates fall only on the first of a given month and specific evaluation dates are established according to the date an individual employee is hired. Employees hired between the first and the fifteenth of the month will have an evaluation date of the first of the month in which they were hired. Employees hired after the fifteenth of the month will have an evaluation date of the first of the following month.

After the first year, the review period will revert to a January through December timeframe with the increase effective on March 1. The employee will receive a pro rated review and merit from their anniversary date through February 28 to bring them to the common review date of March 1.

Eligibility for a merit increase or merit bonus will be considered to occur on the evaluation date and not at the end of an exact twelve (12) month period. A “merit increase” is added to the employee’s base pay. A “merit bonus” is a lump sum payment that is not added to the employee’s base pay. Evaluation dates are established by the Human Resources Department based on the employee's date of hire, promotion, or demotion.

- B. In 2017, upon review and evaluation, employees whose salaries are below grade maximum will be eligible for a merit increase of zero percent (0%) to a six percent (5%), according to the Merit Matrix and individual performance, as determined by departmental supervisors with the approval of the department head. If the merit increase will cause the employee’s salary to exceed grade maximum, the employee will receive a merit increase only to reach grade maximum, and the remainder of the percentage will be paid as a merit bonus.

In 2018 upon review and evaluation, employees whose salaries are below grade maximum will be eligible for a merit increase of zero percent (0%) to six percent (5%), according to the Merit Matrix and individual performance, as determined by departmental supervisors with the approval of the department head. If the merit increase will cause the employee’s salary to exceed grade maximum, the employee will receive a merit increase only to reach grade maximum, and the remainder of the percentage will be paid as a merit bonus.

Employees whose salaries are at their grade maximum, and employees whose salaries exceed their grade maximum under the exception set forth in Section IV.E., may be eligible for a merit bonus, according to the Merit Matrix and individual performance, as determined by departmental supervisors with the approval of the department head.

**BMEA Merit Matrix 2017 & 2018**

Performance Distribution	Salary Range Distribution			
	Lower Third	Middle Third	Upper Third	At/Over Max.
Exceeds our High Expectations	5.00%	4.00%	3.00%	2.00% Bonus
Fully Meets our High Expectations	3.50%	3.00%	2.50%	2.00% Bonus
Meets Core Responsibilities	2.50%	1.75%	1.50%	1.00% Bonus
Does Not Meet Expectations	0.00%	0.00%	0.00%	0.00%

- C. It is expected that annual evaluations will be completed on time. However, employees must receive an annual evaluation within thirty (30) working days of the due date. HR monitors the timeliness of all annual evaluations and will provide a list of late annual evaluations to BMEA upon request. Supervisors are expected to conduct at least one (1) documented mid-year evaluation during the evaluation period.

Any employee may appeal the accuracy and fairness of their evaluation by delivering a letter outlining the areas in question to the supervisor and department head within 10 working days of the day the evaluation is received by the employee. The supervisor involved, the employee, and a BMEA representative shall meet with the department head or his/her designate and discuss the evaluation. The supervisor involved, the employee, or a BMEA representative may request the presence of a Human Resources representative at such meeting to assist the parties in resolving the appeal.

- D. Final determination of merit increase award and level shall be with the approval of the appropriate department head.

**SECTION IV. PROMOTIONS, TRANSFERS, RECLASSIFICATIONS, AND DEMOTIONS**

- A. A promotion is defined as the assignment of an employee from a position in one salary grade to a position in a higher-paying salary grade either by the employee's application and selection for such an assignment or due to the City's reclassification of the employee's existing position.

An employee who is promoted may be eligible to receive a prorated merit salary increase

or merit bonus, as applicable, based upon the number of full months worked in the his/her position prior to promotion and based upon individual performance since his/her last annual evaluation. A new evaluation date will be established by the promotion.

- B. A promotional salary increase will be no less than five percent (5%) of an employee's existing salary, except where a greater increase is required to reach the minimum salary of the new position.
- C. Upon demotion, the rate shall be as recommended by the supervisor within the range of the lower grade, but in no event shall exceed the range established for the grade. A new evaluation date is established by a demotion.
- D. A transfer is defined as an employee move from one position to another position with a different job title which requires the performance of clearly different work, or to a similar position with the same or similar job title in a different department. An employee who is transferred may be eligible to receive a prorated merit salary increase or merit bonus, as applicable, based upon the number of full months worked in his/her last position prior to transfer and based upon individual performance since his/her last annual evaluation. An employee who makes a lateral transfer from one position to another position in the same salary grade shall have his/her evaluation date changed; however, s/he shall not be eligible for a merit increase until s/he completes probation in the new position.

An employee voluntarily transferring to a lower salary grade shall maintain his/her current salary, with the date of transfer becoming the new evaluation date. If the employee is not yet at salary maximum for the new position, s/he shall be eligible for merit increases after passing the probationary period. If the employee's salary is greater than the maximum for the new position, the employee will maintain their current salary for a three (3) month transition period. At the end of the three (3) month transition period, the employee's salary will change to the maximum of the new salary grade.

Movement of an employee from one position to another with the same or similar title within a department is defined as a reassignment and not subject to the probationary period.

- E. An employee's rate of pay shall always fall within the range to which the employee's position is assigned with the following exception: for the duration of this Agreement, employees whose salaries as of the last pay period for the prior year are higher than the maximum of the salary grade to which their positions are assigned as of the first pay period of the following year shall maintain their current base salary. These employees will continue to be eligible for a merit bonus as defined in Article XVII, Section III B.
- F. Absences without pay in excess of one (1) calendar month shall extend entitlement to merit evaluation by the amount of such leave.
- G. Pay grades of new jobs and classifications shall be allocated by the Human Resources Director with approval of the City Manager or his/her designate. (See Article IX(C). Management Rights and Responsibilities.)

Future computation of the 2017 - 2018 Salary Schedule is subject to Article XVII.1.B.

Grade	BMEA Salary Schedule 2017 (+2% over 2016 schedule)			
	Minimum	1/3	2/3	Maximum
	Annually Monthly Hourly	Annually Monthly Hourly	Annually Monthly Hourly	Annually Monthly Hourly
<b>BMEA-A</b>	29,161.6000 2,430.1333 14.0200	33,192.6400 2,766.0533 15.9580	37,223.6800 3,101.9733 17.8960	41,254.7200 3,437.8933 19.8340
<b>BMEA-B</b>	29,161.6000 2,430.1333 14.0200	34,553.7920 2,879.4827 16.6124	39,945.9840 3,328.8320 19.2048	45,338.1760 3,778.1813 21.7972
<b>BMEA-C</b>	31,211.4400 2,600.9533 15.0055	37,458.0960 3,121.5080 18.0087	43,704.9600 3,642.0800 21.0120	49,951.6160 4,162.6347 24.0152
<b>BMEA-D</b>	34,323.7440 2,860.3120 16.5018	41,181.0880 3,431.7573 19.7986	48,038.4320 4,003.2027 23.0954	54,895.7760 4,574.6480 26.3922
<b>BMEA-E</b>	37,744.9280 3,145.4107 18.1466	45,293.8720 3,774.4893 21.7759	52,843.0240 4,403.5853 25.4053	60,391.9680 5,032.6640 29.0346
<b>BMEA-F</b>	41,519.5040 3,459.9587 19.9613	49,826.4000 4,152.2000 23.9550	58,133.0880 4,844.4240 27.9486	66,439.9840 5,536.6653 31.9423
<b>BMEA-G</b>	45,669.3120 3,805.7760 21.9564	54,807.5840 4,567.2987 26.3498	63,945.8560 5,328.8213 30.7432	73,084.1280 6,090.3440 35.1366
<b>BMEA-H</b>	50,282.5440 4,190.2120 24.1743	60,340.5920 5,028.3827 29.0099	70,398.6400 5,866.5533 33.8455	80,456.6880 6,704.7240 38.6811
<b>BMEA-J</b>	55,271.0080 4,605.9173 26.5726	66,322.2560 5,526.8547 31.8857	77,373.7120 6,447.8093 37.1989	88,424.9600 7,368.7467 42.5120

Grade	BMEA Salary Schedule 2018 (+2% over 2017 schedule)			
	Minimum	1/3	2/3	Maximum
	Annually Monthly Hourly	Annually Monthly Hourly	Annually Monthly Hourly	Annually Monthly Hourly
BMEA-A	29,161.6000 2,430.1333 14.0200	33,467.6160 2,788.9680 16.0902	37,773.8400 3,147.8200 18.1605	42,079.8560 3,506.6547 20.2307
BMEA-B	29,161.6000 2,430.1333 14.0200	34,856.0160 2,904.6680 16.7577	40,550.4320 3,379.2027 19.4954	46,244.8480 3,853.7373 22.2331
BMEA-C	31,835.6480 2,652.9707 15.3056	38,207.3120 3,183.9427 18.3689	44,578.9760 3,714.9147 21.4322	50,950.6400 4,245.8867 24.4955
BMEA-D	35,010.1440 2,917.5120 16.8318	42,004.5600 3,500.3800 20.1945	48,999.1840 4,083.2653 23.5573	55,993.6000 4,666.1333 26.9200
BMEA-E	38,499.7600 3,208.3133 18.5095	46,199.9200 3,849.9933 22.2115	53,899.8720 4,491.6560 25.9134	61,599.8240 5,133.3187 29.6153
BMEA-F	42,349.8400 3,529.1533 20.3605	50,822.9280 4,235.2440 24.4341	59,295.8080 4,941.3173 28.5076	67,768.8960 5,647.4080 32.5812
BMEA-G	46,582.6400 3,881.8867 22.3955	55,903.7440 4,658.6453 26.8768	65,224.6400 5,435.3867 31.3580	74,545.7440 6,212.1453 35.8393
BMEA-H	51,288.2240 4,274.0187 24.6578	61,547.4080 5,128.9507 29.5901	71,806.5920 5,983.8827 34.5224	82,065.7760 6,838.8147 39.4547
BMEA-J	56,376.5280 4,698.0440 27.1041	67,648.8800 5,637.4067 32.5235	78,921.0240 6,576.7520 37.9428	90,193.3760 7,516.1147 43.3622

**ARTICLE XVIII. Part-Time Employment**

Part time employees are assigned a time-benefit level according to the following table:

Budgeted Hours/ <u>Pay Period</u>	Time-Benefit <u>Code</u>
20.0-39.9	0.25
40.0-59.9	0.50
60.0-79.9	0.75
80.0	1.00

Benefits and leave accruals are prorated according to this schedule. However, employees working less than half time are not eligible for insurance benefits toward which the City contributes.

**ARTICLE XIX. Longevity**

- A. An employee who has accumulated at least four (4) full years of continuous and uninterrupted service as of the last pay period of 2010 will receive longevity pay at the rate of \$62.50 per year for each year of service. Longevity payments will be distributed in the manner described in G. below. Longevity pay is only available to those who were hired on or before 12/12/2006. The rate of pay is frozen as of 12/12/2010.
- B. An individual employed by the City prior to January 1, 1974, who voluntarily terminates with two (2) weeks notice but is later rehired by the City, will be given credit for past service so long as she/he is rehired prior to one (1) year from the date of his/her termination.
- C. Standard, part-time service will be counted on a prorated basis, so long as that service is not broken for any period in excess of one (1) full year, as described in B. above. However, service credit will be frozen as of January 1, 1989, for all prior years of service. Service after the last pay period of 2010 is frozen.
- D. For calculation of temporary service see Article XIV. "Temporary Employment," sections A. and D.
- E. Leaves of absence in excess of one (1) pay period shall not be counted as service time.
- F. Employees hired after January 1, 1974, will lose all rights to longevity pay, if their employment with the City is broken for any reason other than an initial tour of military service.
- G. Longevity payments will be distributed in the following manner:
  - 1. Years of service for the purposes of calculating longevity are 'frozen' and do not accrue past the last pay period of 2010. Employees who are already eligible for longevity payments will continue to receive them at the longevity rate established at the end of the last pay period of 2010. Employees are only eligible for longevity pay if hired on or before 12/12/2006.
  - 2. Employees with 4 or more years of service will be paid 1/26th of their longevity amount in each pay period. Employees will receive longevity pay for the number of years of service completed in the calendar year beginning with the first pay period of the year.

For example: an employee who will complete 10 years of service at some point in 2001 will receive  $\$62.50 \times 10/26$  in the first pay period and each pay period throughout 2001.

3. Eligible employees will begin to receive 1/26th of the longevity amount when they reach 4 years of service. The employee will receive the balance of the amount due for the year as a lump sum in pay period 26, or the last pay period of the year.
4. The longevity payment in the last pay period of the year will be adjusted to compensate the employee for the rounding differences that may have occurred during the year.
5. Part-time employees will receive a prorated amount of longevity pay upon completion of 4 years at any fractions of full-time service. Service calculation is based on the time-benefit code in 25% increments (25%, 50%, 75%, 100%).
6. Longevity payment will reflect the employee's cumulative full-time equivalent service for employees with time-benefit code changes during the year.

For example: an employee who has 5 years of full-time service and changes to half-time the next year will receive  $\$62.50 \times 5 = 312.50$  plus  $\$31.25 = \$343.75$  divided by the 26 pay periods.

If an employee changes contract groups (BMEA, Management, Fire, or Police), the employee will receive longevity pay for each pay period based on the group to which the employee belongs for that pay period.

For example,

Employee A begins a year as a BMEA member and receives BMEA longevity pay. In February Employee A is promoted into a Management position. While occupying this Management position, the employee will receive Management longevity pay. If this employee should return to his/her former BMEA position within the six month probationary period, the employee will begin again to receive BMEA longevity pay.

7. If an employee takes an unpaid leave of absence for greater than one pay period, the employee's longevity date is adjusted forward by the length of the leave of absence.
8. An employee with more than four years of service upon termination will receive the full amount of longevity or a prorated share of their current year longevity based on the number of full months worked or on paid leave completed since their prior year longevity date.

For example: A full time employee with a longevity date of June 1, 1996 terminates on March 1, 2001. The employee has been receiving 1/26th of  $\$312.50$  for 5 years of service since the first pay period of 2001. This employee will receive the remainder of the prorated share of longevity for their 9 months of service completed. This would amount to 9/12th of  $\$312.50$ , less the amount already paid,  $\$48.04$ , which would equal  $\$234.38$ .

**ARTICLE XX. Vacation**

A. Eligibility

1. All regular, standard employees who have been on active payroll continuously for six (6) months shall be eligible to take vacation. Employees on probation following promotion or transfer shall be eligible to take vacation within the probationary period. All other probationary employees shall be permitted to use their accrued vacation leave, at the discretion of their supervisor.

B. Accrual

1. Vacation shall be accrued by standard, full-time employees being continuously employed for the following periods of time; part-time employees may accrue a percentage equal to percent of full time worked, according to Article XVIII. "Part-Time Employment."

Vacation Accrual Rate Based on Years of Continuous Service Completed	
	Hours/Pay Period
Less than 2.0 years	3.39
At least 2.0 years and less than 5.0 years	4.62
At least 5.0 years and less than 7.0 years	4.93
At least 7.0 years and less than 10.0 years	5.24
At least 10.0 years and less than 13.0 years	5.85
At least 13.0 years and less than 15.0 years	6.47
At least 15.0 years and less than 18.0 years	7.08
18.0 years and more	7.39

2. Absence from the job shall be counted as "continuous service" for all paid leave, and for authorized leave without pay not to exceed one (1) calendar month during any calendar year.

C. Termination

1. Vacation accrued through the last complete pay period immediately preceding the date of separation from employment shall be paid to the employee who retires or terminates with two (2) weeks notice.
2. Upon the death of an employee, a death benefit equal to the unused accrued vacation shall be paid to the estate of the deceased.

D. Vacation Scheduling

1. Choice of vacation dates shall be granted whenever practical, but scheduling of vacations shall rest with the department head in accordance with departmental operations and policies.

2. Employees who are receiving injury pay shall not be eligible to take vacation at the same time.

E. Vacation Carryover

1. To encourage employees to take vacation annually, vacation accrual will be limited to a maximum of two hundred eighty (280) hours [thirty-five (35) eight-hour days] and no employee shall accrue vacation in excess of that amount.
2. However, upon written agreement from an employee's department head and the Human Resources Director, she/he may accumulate a specific, set number of hours in excess of two hundred eighty (280) hours in order to meet unusual needs or circumstances. Such agreement shall specifically identify the number of hours in excess of two hundred eighty (280) to be accumulated, the time during which such extra hours must be used and the reason for departure from policy, as described in section E. 1., above.

In such cases the supervisor shall keep track of all time accrued in excess of two hundred eighty (280) hours.

F. Buy Back

1. An employee who has completed seven (7) years of service may, at his/her option, give up forty (40) hours of accrued vacation once each year in return for forty (40) hours pay at his/her regular, straight time hourly rate.

**ARTICLE XXI. Holidays**

- A. All standard, full-time employees are to be granted the following paid holidays: one-half (½) day before the New Year's holiday, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, one-half (½) day before the Christmas holiday, and Christmas Day. Human Resources will produce an annual holiday calendar.

1. Holidays, for the purpose of this Agreement, will be of two types, "full-day" holidays, and "half-day" holidays. These two types of holidays are defined as follows:

Standard Shift

- a. "Full Day": All employees will receive eight (8) hours holiday pay. All hours worked during that workday will be paid at double time (premium pay). A full holiday starts at 12:00 a.m. on the established day of observance (see paragraph "c." below) and ends twenty-four (24) hours later, the following midnight.
- b. "Half Day": All employees will receive four (4) hours holiday pay. All hours worked in excess of half the scheduled hours for that day shall be paid at double time (premium pay). This shall apply only if the scheduled shift is eight (8) hours or more in duration.
- c. For those departments on a twenty-four (24) hour schedule the starting time of a workday will be determined by an individual department.

2. Time

All "full-day" holidays are for a maximum eight (8) hour duration regardless of shift schedule.

All "half-day" holidays are for a maximum four (4) hour duration regardless of shift schedule.

No employee may be compensated for holiday time in excess of these established eight (8) and four (4) hour periods.

3. Observance

All time off, holiday pay, compensatory time, or any other form of compensation shall be granted only for the day of established City observance.

B. Standard, part-time employees shall be granted holiday pay prorated to the percent of full-time worked, according to Article XVIII. "Part-Time Employment."

C. Holidays, or days off in lieu of holidays, may be granted during a period of absence only if such absence is authorized paid leave. For example, a holiday falling within a vacation period shall not be charged to vacation time, unless the employees' shift schedule exceeds the eight (8) or four (4) hours of holiday time.

Each regular City holiday is recognized as eight (8) or four (4) hours in total length, regardless of any individual shift duration. An employee who is scheduled to work on a recognized City holiday, may at the discretion of his or her supervisor, be authorized to take paid leave for any hours that she/he is scheduled beyond the eight (8) or four (4) hours covered by regular holiday pay.

D. Holiday Pay for Hours not Worked

"Full-Day": All employees will receive eight (8) hours pay at their regular straight time hourly rate as holiday pay, regardless of shift duration.

"Half-Day": All employees will receive four (4) hours holiday pay, regardless of shift duration.

For those departments on a twenty-four (24) hour schedule, the starting time of a workday will be determined by the individual department ending twenty-four (24) hours later.

No employee will be paid holiday pay in excess of those established eight (8) and four (4) hour amounts.

All time, holiday pay, and compensatory time shall be granted only for the day of established City observance.

E. Premium Pay for Hours Worked

All employees required to work on a holiday shall be paid at a premium rate of two (2) times their regular straight time hourly rate for all hours worked. Such premium pay shall be for the established day of City observance except that Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, and July 4th shall always be recognized and paid for on December 24, December 25, December 31, January 1, and July 4 respectively for purposes of premium pay.

However, at the option of the employee and the supervisor, instead of receiving premium pay as described above, compensatory time at the rate of two (2) hours for every one (1) hour worked on a holiday may be granted subject to the accrual limit specified in Article XV Section B 11 and scheduled in accordance with Article XV Section B 11 b 3, Compensatory Time Use.

F. Holiday on Scheduled Day Off

Should a holiday fall on an employee's regularly scheduled day off, the employee will be paid for eight (8) hours work at his/her regular straight time hourly rate and such hours shall be counted for the purpose of calculating overtime.

No employee who has been paid holiday pay for a day not worked may receive time off as additional compensation for that day.

However, at the option of the employee and supervisor, instead of being paid for the day as described above, a day of compensatory time may be granted. Such day will be subject to the accrual limit specified in Article XV Section B 11 and scheduled in accordance with Article XV Section 11 b 3, Compensatory Time Use.

G. No hours paid at time and one-half (½) or double time (Holiday Premium Pay) shall be considered as hours worked for the purpose of calculating overtime under any provision of this contract, except as specifically provided under section B., paragraph 9. c. of Article XV. "Scheduled Work/Overtime."

H. Floating Holidays

All standard, full-time, non-probationary employees shall also be granted twenty-four (24) hours of floating holiday to be taken independently by each employee, upon supervisor approval. Floating holiday will be limited, or denied, when it has or might have an adverse impact on the operation of a department or division, or the work of any employee.

New standard, full time employees hired in the first quarter of the BMEA contract year (within the first 7 pay periods) will receive 18 hours of floating holiday. New standard, full time employees hired between pay period 8 and pay period 13 of the BMEA contract year will receive 12 hours of floating holiday. New standard, full time employees hired between pay period 14 and pay period 20 of the BMEA contract year will receive 6 hours of floating holiday. New standard part time employees will receive a prorated number of floating holiday hours commensurate with their time benefit code.

New standard employees will be allowed to take their floating holiday time during their probationary period, with the approval of the supervisor.

**ARTICLE XXII. Sick Leave**

A. Sick leave shall be accumulated by all employees filling standard positions. Employees who work a full forty (40) hour week shall accrue sick leave at a rate of 4.31 hours per pay period. Sick leave shall not be earned during leave without pay. All sick leave shall be accumulated without limit. Employees who work less than forty (40) hours per week shall receive sick leave on a prorated basis, according to Article XVIII. "Part-Time Employment."

## B. Use of Sick Leave

1. Sick leave shall be used when employees are incapacitated by sickness or injury, for medical treatment, exposure to contagious disease when the attendance at duty jeopardizes the health of others, and for attendance to the illness, injury incident, or non-elective surgery, of the employee's spouse, domestic partner, parents, children, or dependents.
2. Should an employee be unable to report to work due to circumstances, as defined in Item 1 above, she/he should:
  - a. Notify his/her supervisor or department sixty (60) minutes prior to but no later than the start of his/her scheduled shift. Voice mail notification is acceptable unless, due to special circumstances, a supervisor gives prior written instructions otherwise to the employee. In such circumstances, the supervisor shall specify how he/she is to be contacted by the employee.
  - b. Employees who have abused sick leave, who demonstrate a pattern of absenteeism or who are absent three (3) consecutive shifts, may be required to submit medical verification of illness if so requested by their supervisor.
3. Sick leave shall not exceed the total amount credited to an employee at the time of his/her absence, except in specific instances, as authorized by the Human Resources Director. Vacation leave credits may be used for sick leave when sick leave credits have been exhausted.
4. An employee who has completed five (5) or more years of continuous service with the City, who is absent from work due to an otherwise non-compensable injury or illness and has used all available sick leave shall receive additional sick leave, as described below.

An employee will receive the additional sick leave required to cover his/her continued absence from work.

If necessary, the total amount of such additional sick leave may reach but not exceed the amount of regular sick leave the employee had accumulated when the absence began, however, in no event shall exceed a total of ninety (90) calendar days. Such additional leave may not be granted more than once in any calendar year.

Such additional leave will be granted upon doctor's certification of total inability to perform his/her regular job due to such an injury or illness.

5. Upon the death of an employee, the City will pay all accrued sick leave to the estate of the deceased.
6. Use of sick leave hours from frozen bank with cash conversion value: Commencing pay period 1, 2001, any sick leave time taken by a BMEA employee who has a frozen bank of sick leave with cash conversion value under Article XXXI, Retirement, Section C, shall be deducted from his/her bank of sick leave hours with no retirement cash/conversion value first, reducing his/her initial bank of sick leave hours with a retirement cash/conversion value only after the bank of sick leave hours with no such cash/conversion is exhausted. Once reduced, the employee will not be able to replenish the bank of frozen sick leave hours with a retirement cash/conversion value they had accrued at the end of the 2000 BMEA contract year.

C. Conversion

When an employee has accumulated six hundred forty (640) hours of sick leave, she/he may convert sick hours beyond this point to vacation hours at the rate of two (2) sick hours for one (1) vacation hour. However, the employee's vacation balance resulting from such conversion may not exceed two hundred eighty (280) hours.

D. Incentive

1. An employee who works his or her full regularly scheduled workday for six (6) consecutive months without tardiness or absence for any reason other than pre-authorized vacation may, at the end of that time, convert a total of sixteen (16) hours of accrued sick leave in excess of one hundred twenty (120) hours (fifteen eight-hour days) at the rate of one (1) sick hour for one (1) vacation hour.
2. In order for an employee to convert an additional sixteen (16) hours of sick leave, she/he must again work for a period of six (6) consecutive months without absence or tardiness.

E. Frequent Usage

1. If an employee is frequently absent, she/he may be required to submit a written doctor's statement, acceptable to the City, certifying sick leave usage. The department head may require the employee to undergo a medical examination to determine fitness for duty. The BMEA Executive Board may discuss the excessive use of sick leave with employees.
2. At any time a supervisor believes that an employee has either abused sick leave or has developed a pattern of sick leave use, he/she may take corrective action, including the imposition of discipline.

- F. At any time, the Human Resources Department or department head may require an employee to be examined by a physician to determine his/her ability to perform his/her work or duties.

**ARTICLE XXIII. Injury Leave**

- A. Injury leave shall be granted to protect an employee against complete loss of salary when she/he has sustained an injury arising out of, or in the course of, the actual performance of his/her job. Injury leave shall not exceed 240 hours in any calendar year or as a result of any single injury or illness. Injury leave is considered to be independent of other leave accruals.
- B. In order to receive injury leave benefits, employees must report an injury, without delay, to their immediate supervisor, who must complete an accident report and forward it to the Human Resources Department within two (2) days following the accident.
- C. Employees who are injured in the performance of their duties and who are unable to continue to work will receive injury leave at their regular straight time hourly rate exclusive of any overtime or premium pay for up to a maximum of 240 hours. At the end of this time, the employee may, at his/her option, use accrued sick leave and/or vacation leave, thereby extending his/her period of entitlement to full pay.

The City will provide additional leave when the employee is hospitalized as a result of the injury/illness. Such leave will be applied for each day of hospitalization beyond the first three (3) days, up to a maximum of forty (40) hours.

An employee may not receive Workers' Compensation insurance disability payments while on injury leave or may not receive injury leave payments while receiving Workers' Compensation insurance disability payments. All Workers' Compensation payments, except those which are for permanent, partial, or total disability, will be made directly to the City for the entire period of time that an employee receives injury leave.

Injury leave (240 hours period following the accident) shall be counted as "time worked" for the purpose of accruing benefits. Time spent on injury leave shall not be counted as "time worked" for the purpose of determining eligibility for merit increase, for completion of probationary status, or for computation of overtime.

- D. To use injury leave for the purpose of seeking or engaging in other employment without the written approval of the Human Resources Director automatically constitutes termination of employment with the City.
- E. Failure of an employee to report to his/her job at the end of his/her injury and authorized leave will be considered a voluntary resignation by the employee unless a request for leave of absence without pay has been approved prior to the expiration of all paid leave.
- F. Upon expiration of injury leave, the City will pay the normal City share of health, dental, life and long term disability insurance premiums, according to the individual employee's participation level in such benefits, for up to two (2) months for employees who remain unable to work due to a work-related injury or illness.

#### **ARTICLE XXIV. Emergency Leave**

- A. In the event of unforeseen serious illness, serious injury, or death of family members defined in C. below, standard, full-time non-probationary employees covered by this Agreement shall receive a maximum of forty-eight (48) hours paid emergency leave in each year (first to last pay period). Part-time non-probationary employees shall receive a prorated amount of paid emergency leave in each year (first to last pay period) as follows: three-quarter employees, thirty-six (36) hours; half-time employees, twenty-four (24) hours; one-quarter employees, twelve (12) hours.
- B. In the event of unforeseen serious illness, serious injury, or death of family members defined in C. below, full-time probationary employees covered by this Agreement shall receive a maximum of forty-eight (48) hours unpaid emergency leave in each year (first to last pay period). Part-time probationary employees shall receive a prorated amount of unpaid emergency leave in each year (first to last pay period) as follows: three-quarter employees, thirty-six (36) hours; half-time employees, twenty-four (24) hours; one-quarter employees, twelve (12) hours.
- C. Employees may be granted a maximum of forty-eight (48) hours for grandparent, mother, father, sister, brother, spouse (including common-law), domestic partner, child, grandchild, mother-in-law, father-in-law, and forty (40) hours for sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or first cousin. Step-relatives are included under this paragraph.
- D. In no event shall paid emergency leave exceed forty-eight (48) hours in any one (1) year (first to last pay period). When the unforeseen illness or injury subsides, and/or the triggering event is stabilized, the employee shall use other forms of available leave to cover additional absence from work. All emergency leave shall be subject to department head approval.

- E. Employees will be paid the regular straight time rate for any such days of excused absence which occur during the normal workweek.

**ARTICLE XXV. Voting Time**

- A. The City shall recognize CRS section 1-7-102, permitting employees up to two (2) hours paid leave away from work to vote in public elections.
- B. Any such leave shall be subject to authorization by the employee's immediate supervisor.

**ARTICLE XXVI. Court Appearances/Jury Duty**

- A. Jury Duty

Municipal employees shall not lose regular employment pay or time while serving on jury duty. Employees shall continue on full pay with the provision that all compensation received for jury duty be remitted to the City.

- B. Subpoenaed Appearances for Cases Not Arising out of City Employment

The City will pay up to eight (8) hours of regular straight time pay per calendar year should an employee be subpoenaed to appear in court on a regularly scheduled work shift.

Such payment shall not be made if the employee is in any way related to the case for which she/he is under subpoena.

**ARTICLE XXVII. Leave of Absence Without Pay**

- A. All requests for a leave of absence without pay for up to ten (10) days require a written application to the immediate supervisor. The application shall contain the specific reason for the leave, the date leave would begin, and the probable date of return. The application shall be submitted prior to the first effective day of the leave.
- B. A leave of absence without pay beyond ten (10) days requires written application to the Human Resources Director. The application shall contain the specific reasons for the leave over ten (10) days, the date leave would begin, and the probable date of return. The application shall be submitted two (2) weeks prior to the first effective day of the leave, except for emergency situations. Only the Human Resources Director or his/her designate can approve a leave of absence without pay for over ten (10) days.
- C. A leave of absence will not normally be granted for an employee to seek or engage in other employment. However, an employee on a leave of absence without pay may engage in other employment under the following conditions:
  - 1. The employee secured the Department Head's prior approval; and
  - 2. The employee secured the prior approval of the Director of Human Resources and Organizational Effectiveness.

To engage in other employment while on a leave of absence without pay, except as herein described, automatically constitutes termination of employment with the City.

- D. A leave of absence without pay shall not exceed three (3) calendar months. Requests for subsequent leaves of absence, not to exceed three (3) months, must be made, as stated above, if leave is requested for longer than the original three (3) months.
- E. If a holiday falls during an employee's leave of absence without pay, she/he shall not be paid for such holiday.
- F. An employee who is on a leave of absence without pay does not accumulate benefits as though she/he were being paid. An employee on leave of absence must retain health, dental, and/or life insurance, as well as long-term disability insurance, but must pay all benefit costs in full prior to his or her last day of work. Time spent on leave of absence shall not be considered for the purpose of determining eligibility of merit increase or completion of probationary status.
- G. The failure of an employee on a leave of absence without pay to report to work at the end of his/her leave will be considered a voluntary resignation by the employee.
- H. 1. An employee who develops a medical condition that causes his/her absence from work beyond accrued sick leave may, upon a physician's certification (acceptable to the City) of inability to work, be eligible for a leave of absence. The City may request periodic medical re-assessment during the leave.
  - 2. To be eligible for this leave of absence, an employee must have been employed by the City, as a standard employee with continuous and uninterrupted service, for no less than one (1) full year prior to commencing such leave.
  - 3. Such a leave of absence may be granted not to exceed ninety (90) calendar days.
  - 4. The employee shall be responsible for making one-half of the City's share of the premium payment for his/her benefit package for the period covering the leave of absence.
  - 5. Upon written commitment that the employee intends to return to work after the leave of absence, the City will agree to reimburse the employee for the one-half of the City's share of the premium payment made by the employee during the period covering the leave of absence.
  - 6. The reimbursement shall occur during the seventh (7th) pay period after the employee has returned to work at his/her regularly scheduled job.

#### **ARTICLE XXVIII. Unauthorized Absence**

- A. No employee shall be absent from duty without specific permission from his/her immediate supervisor.

When an employee is absent from duty without notice for three (3) consecutive shifts, she/he shall be considered to have voluntarily terminated.

## **ARTICLE XXIX. Group Insurances**

### **SECTION I. HOSPITAL AND MEDICAL PLAN**

- A. Every standard employee covered by this Agreement who works at least forty (40) hours per pay period shall be entitled to participate in the group hospital and medical plan(s) offered by the City.
- B. No employee or dependent may be covered by more than one City administered group hospital and medical insurance plan, nor more than once by any City administered group hospital and medical insurance plan.
- C. The City will contribute 80% of the total premium of the group health and medical insurance programs offered by the City.
- D. For standard, part-time employees the City will contribute either fifty percent (50%) or seventy-five percent (75%) of the City's contribution for full-time employees, which ever amount reflects the employee's regular authorized employment level, according to Article XVIII "Part-Time Employment."
- E. For all new employees, coverage will begin on the first day of the month after they joined the City of Boulder. Health insurance benefits for all employees will end on the last day of the month when they terminate from the City of Boulder.
- F. Employees must work, or be in status of paid leave, for at least sixteen (16) calendar days of each month to receive payment for that month, unless they qualify for and have received authorization for FMLA leave.
- G. The City's hospital and medical plan is subject to the demands of the insurance carrier. Should benefits or conditions of the insurance change during the life of this Agreement, such change shall be considered binding on both the City and the BMEA.
- H. The City retains the right to change the carrier of such insurance so long as the benefits of the program are not materially diminished. Before making changes to the health care benefits or carriers, the City shall seek and consider input from BMEA.

### **SECTION II. DENTAL PROGRAM**

- A. All standard employees covered by this Agreement shall be eligible to participate in the City's group dental program.

No employee or dependent may be covered more than once by any City administered group dental insurance plan.

- B. Rate Schedules

The City will contribute 80% of the total premium of the group dental insurance programs offered by the City.

- C. For standard, part-time employees the City will contribute an amount proportional to full-time work, according to Article XVIII. "Part-Time Employment."

- D. Employees must work or be on paid leave status for at least sixteen (16) calendar days of each month to receive payment for that month, unless they qualify for and have received authorization for FMLA leave, or unless they terminate employment in that month.

### SECTION III. LIFE INSURANCE

- A. The City will offer a group life insurance plan during the life of this Agreement and any removal or extension thereof. The Group Insurance Plan provides the following benefits to employees.

- B. Summary of Insurance Plan

Benefits-eligible employees participating in the plan are covered for \$50,000 life insurance and \$50,000 accidental death and dismemberment.

1. Upon the attainment of age seventy (70) or retirement, whichever comes earlier, the amount of life insurance then in force will be reduced by fifty percent (50%). Accidental Death and Dismemberment is also reduced by fifty percent (50%) upon attainment of age seventy (70) and terminates at retirement. Whenever the reduction in life insurance occurs, the employee's contribution will be reduced accordingly.
2. A new employee shall become eligible to participate in the Group Life Insurance Plan the first of the month following date of enrollment. No medical examination is required.

### SECTION IV. LONG-TERM DISABILITY INSURANCE

The City shall provide a long-term disability plan in the event of employee disability due to either on-the-job or off-the-job causes.

Benefits shall be, at least, one-half (1/2) of salary up to age seventy (70), unless modified by the insurance carrier. Eligibility shall begin after ninety (90) days.

### SECTION V.

The terms of all health related insurance plans including dental, life, and LTD are expressly limited to the terms and conditions set by the carrier in each plan document. Nothing in this contract shall be interpreted to change, add to, or subtract from program standards as established by any individual carrier.

## **ARTICLE XXX. Retirement**

- A. Retirement under PERA shall be as established by state law.
- B. An employee who has completed at least twelve (12) years of continuous and uninterrupted service with the City, who retires and is eligible at the time to receive PERA benefits will receive a prorated Appreciation Bonus equal to two (2) months' salary. Proration is based on twenty (20) years of service. Only whole years of continuous service shall be counted. Appreciation Bonus years of service accrual is 'frozen', after the last pay period of 2010. Accrual of years of service after the last pay period of 2010 does not count towards calculation of Appreciation Bonus upon employee retirement. Whole years of service accrued through the last pay period of 2010 still count toward years of service for calculation of Appreciation Bonus payout.

The City will contribute 13.7% of the PERA retirement contribution. Effective the first pay period of 2011, the City will contribute 13.7% of the PERA retirement contribution.

- C. 1. Any employee who has completed at least twelve (12) years of continuous and uninterrupted service with the City as of December 31, 2000, who retires and is eligible at the time to receive PERA retirement benefits may convert, subject to the provisions of Section C.2., unused, accrued sick leave in excess of the eighty (80) days to regular straight-time pay on a two-for-one basis; i.e., two (2) days sick for one (1) day's pay. Sick days below eighty (80) days may be converted to regular, straight-time pay on a three-for-one basis or three (3) days of sick leave for one (1) day of pay. However, such conversion of sick leave to direct pay shall be subject to the following limitations: For employees hired before December 20, 1993, the total number of sick hours that may be converted to cash upon termination shall be limited to the sum of the number of hours of sick leave the individual employee had accrued by December 20, 1993, plus seven hundred twenty (720) hours. For employees hired on or after December 20, 1993, the total number of sick hours that may be converted to cash upon termination shall be limited to seven hundred twenty (720) hours.
  2. The maximum payment for conversion of any sick leave hours in this paragraph C will be frozen at the number of sick leave hours with a cash value which is equivalent to each eligible employee's level convertible balance as of December 31, 2000. Any employee not eligible for the sick leave conversion benefits in paragraph C.1 above as of December 31, 2000 will never be eligible for these benefits.
- D. Any employee who becomes totally and permanently disabled, as defined by PERA or LTD, will receive an Appreciation Bonus equal to two (2) months' salary; however, if the disability is a result of a pre-employment physical condition, negligence, or failure to comply with safety rules, bonus or partial bonus will be given only at the discretion of the City Manager.
  - E. Employees completing fifteen (15) years of service with the City will, upon voluntary termination, receive a prorated Appreciation Bonus, subject to the provisions of paragraph B. Only whole years of continuous service shall be counted.
  - F. Employees who retire from the City may be able to continue medical insurance benefits they had at the time of their retirement by assuming the total cost of each benefit (plus an administrative fee) they choose to retain subject to the City's right to discontinue the program. Such continuation of benefits shall also be subject to the terms and conditions established by each insurance carrier.

#### **ARTICLE XXXI. Recording Telephone Conversations**

- A. The City shall not record any telephone conversation without the employee's knowledge.
- B. The City may not require any employee to submit to either a polygraph examination or a computer voice stress analysis.
- C. Refusal to submit to the examinations referenced in paragraph B., immediately above, shall not be grounds for any disciplinary action by the City. If the employee voluntarily agrees to a polygraph examination or computer voice stress analysis, the location and firm conducting the examination shall be mutually agreed upon by the employee and the City. Upon request, the employee shall be provided with an exact copy of all reports and/or graph compiled and any other raw data.

- D. An employee's electronically recorded interview shall not be subject to computer voice stress analysis unless the employee consents.

**ARTICLE XXXII. City Personnel Files**

An employee may inspect his or her City personnel file after providing written notice to the Human Resources department at least three (3) business days prior to the desired time of inspection, which shall occur during the normal business hours of the Human Resources department. An employee may permit a BMEA representative to accompany him/her to such inspection. If an employee is unable to inspect his/her file during such normal business hours, s/he may submit to human resources a written request to inspect the file and shall provide the reason(s) s/he is unable to inspect the file during normal business hours. Upon such request, Human resources will either arrange an alternate date and time for inspection, send a copy of the file to the employee following the employee's payment of prevailing copying fees, or make other arrangements as may be appropriate under the circumstances.

**ARTICLE XXXIII. Check-Off**

- A. During the life of this Agreement the City agrees to deduct a single flat rate for membership dues levied by BMEA in accordance with the Constitution and By-Laws of BMEA from the pay of each employee who executes or has executed a "BMEA Dues Authorization Form."

B. BMEA Dues Authorization Form

1. All BMEA members are required to pay dues, currently \$15/month. You choose to have your dues go into the Membership (Voting) Fund, or into the Welfare Fund.
  - a. If you choose to contribute to the Membership Fund, you have all of the rights and protections of the BMEA collective bargaining agreement, plus you can vote on contracts and other issues, be a BMEA officer, and attend membership meetings.
  - b. If you choose to contribute to the Welfare Fund, you have all the rights and protections of the BMEA collective bargaining agreement; however, you may not vote, be a BMEA officer, or attend membership meetings. You may attend BMEA social events. Your dues go to assisting other BMEA members during times of illness or bereavement.
2. Please check one of the two boxes below to indicate into which fund you want your dues to be paid, and complete the additional information.

**REGULAR DUES**

\_\_\_\_\_ I hereby authorize the Finance Department to deduct from my earnings the regular monthly dues (uniform in dollar amount) in the amount certified by the BMEA President, and further authorize the remittance of such amount to BMEA in accordance with the currently effective agreement between the City and BMEA. This authorization is revocable by a notice in writing to the Finance Department with a copy to the Human Resources Department and BMEA, however, I understand that I remain responsible for payment of monthly fees.

**NON-MEMBER FEES**

\_\_\_\_\_ I hereby authorize the Finance Department to deduct from my earnings monies equivalent to the monthly dues to be deposited into the BMEA Welfare Fund. This authorization is revocable by a notice in writing to the Finance Department with a copy to the Human Resources Department and BMEA, however, I understand that I remain responsible for payment of monthly dues.

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

Name \_\_\_\_\_  
 Department \_\_\_\_\_ Signature \_\_\_\_\_  
 Social Security Number \_\_\_\_\_

- C. The City shall not be liable to BMEA by reason of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from employee wages earned.
- D. A request for any change in the monthly flat dollar amount must be submitted no later than three weeks prior to the beginning of the pay period in which the change is to take effect. Changes must be requested in writing by the BMEA President.
- E. BMEA shall be allowed time and space to present information to their membership regarding dues and membership during new employee orientation.

**Signatures**

Signed this 11<sup>th</sup> day of October, 2016.

Jane S Brautigam  
Jane Brautigam, City Manager  
City of Boulder

Olga A. Gamez  
Olga Gamez, BMEA President