

CONTRACT BETWEEN THE CITY OF ANN ARBOR

AND

**LOCAL 369 OF THE
INTERNATIONAL UNION OF THE
AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
AFL-CIO**

COMMENCING August 29, 2011

CONCLUDING December 31, 2013

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THIS CONTRACT entered into on this 29th day of August 2011 between the City of Ann Arbor (hereinafter referred to as the "Employer"), and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this contract is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE 1 - RECOGNITION

Section 1 – Definition.

a. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for which collective bargaining is mandatorily prescribed by law, in accordance with Section 11 of said Act, for the term of this contract of all eligible employees of the Employer included in Appendix B, excluding all supervisory and confidential employees, as defined by the Michigan Employment Relations Commission.

Appendix B summarizes the organizational titles and service units as of the date of execution of this contract. Appendix B will be updated by a means of a Memorandum of Understanding on a semi-annual basis during the term of this contract as additional classifications become represented or classification titles become revised.

b. Representation of additional employees will be on a service unit (as defined by City Statute) basis only. When a majority of eligible employees in a service unit become members of the Union, as evidenced by Union payroll deduction authorizations, the terms of this contract will apply to the employees in that service unit. If employee classes are not within the Union wage schedule, wages and fringes shall be determined by negotiation at the time of Union membership.

c. Should the Employer reorganize any service unit subject to the terms of this contract, after such reorganization the Union will continue to represent the employees in the affected service unit and the terms of this contract will continue to apply. The employees covered by this contract shall only be those in the classifications listed in the Appendix B of this Contract and such other classifications as may be assigned to the respective service unit in accordance with the provisions of this contract.

d. The Union does not represent new probationary or temporary employees, except as provided for in this Contract. Temporary employees may be hired into bargaining unit positions for the purpose of, helping cover peak work load periods, relieving staff shortages, staffing short term projects, staffing seasonal tasks and duties, and providing relief for employee absences.

e. For the purposes of this contract, a temporary employee is an employee who is hired to perform bargaining unit work for a period not to exceed nine (9) consecutive months within twelve (12) consecutive months of the date the position was originally filled unless a greater period is agreed to between the City and the Union. Temporary employees shall include temporary employees and contract employees as defined by the Human Resources Policies and Procedures, Policy 5.3, subsection 5.4, dated October 1, 2007.

At the end of the nine (9) consecutive month period, the individual will not be placed in any City allocated position doing bargaining unit work, for at least three (3) consecutive months, unless he/she becomes a regular employee. These nine (9) and three (3) consecutive month periods, when added together equal the twelve (12) consecutive month period referenced above. The temporary position must remain vacant for this minimum three (3) consecutive month period. If the temporary position is filled longer than nine (9) consecutive months, it shall be immediately vacated and the three (3) consecutive month break for both the individual and the position shall be extended by an amount of time equal to the period beyond the nine (9) consecutive months.

f. If a temporary employee is awarded a regular position within the bargaining unit, in accordance with Article 11, such employee shall be required to serve a full probationary period under Article 11 and shall rank for seniority and receive benefits, consistent with other relevant provisions contained within this contract, from the date of hire as a regular employee.

- g. The union will be notified of every temporary employee assigned to bargaining unit positions covered by this contract, as outlined in Appendix B. Documentation, in the form of an alphabetized listing, will be provided to the Union showing the hiring and release date, as well as positions occupied by such employees on a monthly basis.
- h. Temporary employees shall not be used to fill those bargaining unit positions no longer occupied due to lay-off or attrition.

Section 2 – Anti – Discrimination/Harassment.

The City and Union are committed to providing every employee a workplace free from unlawful discrimination and harassment. No persons employed by the City shall be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

The Employer shall take steps to assure that employment assignments and promotions are given on an equal, nondiscriminatory basis. The Employer shall take steps to insure that management or supervision treats bargaining unit members in a fair and equitable manner.

Section 3 – Union Security/Agency Shop.

Employees covered by this contract at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this contract. Employees covered by this contract who become members of the Union during the life of this contract shall be required to continue membership in the Union for the duration of this contract. Employees who

shall continue to tender, or for whom there is tendered until expiration of this contract the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from Union membership, he/she may do so by giving notice to the Union and the City payroll office during the ten (10) days immediately prior to the expiration of this contract. Such notice must be in writing and must be signed by the member.

A member may also withdraw from the Union thirty (30) days after giving notice to the Union when he/she is promoted to a non-union position or transfers to a nonunion position. Dues will be deducted until the end of the 30-day period after written notification is given to the payroll office and the Union.

Employees covered by this contract who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this contract.

Employees covered by this contract who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this contract, shall be required, as a condition of continued employment, to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this contract.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be a member of the Union and shall be deemed to meet the conditions of this section. The subsection shall not apply to supervisory personnel.

Section 4 – Termination Penalty for Delinquency in Paying Dues.

Employees shall be deemed to be members of the Union or Agency within the

meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section 3 of this Article unless:

- a. The Union first has notified the employee by certified letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the City for termination as provided in this Article; and
- b. The Union has furnished the City with written proof that the procedure of Section 4 (a) of this Article has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that _____ has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining contract, and that under the terms of the contract, the City shall terminate the employee."

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability arising out of this section or section 5, except to the extent any such claims shall be caused by any act or omission of the Employer.

Section 5 – Payroll Deduction.

During the life of this contract, and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge here in after set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service

charge levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form:

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...

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ANN ARBOR AND MILAN CITY EMPLOYEES
AFSCME LOCAL 369

AUTHORIZATION FOR PAYROLL DEDUCTION

Based upon an agreement between the City of Ann Arbor and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO an agency shop clause has been established. This clause covers eligible employees listed in Appendix B and Article 1, section 1a. Under this agency shop clause these eligible employees have, as a condition of employment, the option of belonging to the Union or paying a service charge that is equal to the monthly union dues.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I hereby request and authorize the City of Ann Arbor to: 1) deduct from my wages earned each month the uniform amount duly established from time to time by Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, as its regular monthly dues or service charge, and 2) remit said amount to the Treasurer of the said Local. This authorization shall remain in effect and may not be revoked until ten days before the expiration of the current agreement between the City and the said Union, or at the end of one year, whichever is shorter.

I further agree and direct that the above authorization be automatically renewed for one year or for the period of each succeeding agreement between the City and the said Union which provides for the deduction of uniform dues or service charges, whichever is shorter, unless I give written notice of cancellation during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect.

(Check one box below)

UNION DUES _____

SERVICE CHARGE _____

By: _____
(PRINT) Last Name First Middle

To: _____
Employer Classification Service Unit

Date of Hire: _____ Date of Start: _____

Deduction: \$ _____ Soc. Sec. No. _____

Signed: _____ Address: _____

City State ZIP

White: Payroll office Yellow: Union

When there is a change in the present Union membership dues or service charge, written notification will be given to the City Administrator by an authorized officer or officers of the Union. The change will be implemented as soon as possible, but not to exceed four (4) weeks.

The Union agrees to refund to management, by way of deduction from future payments, any amounts paid to it in error on account of the check-off provision, upon presentation of proper evidence thereof.

The Employer agrees to pay to the Union any amounts it failed to pay in error upon presentation of proper evidence thereof.

Check-off deductions under a properly executed Authorization for Check-off of Dues or Service Charge form shall become effective at the time the authorization is signed by the employee, and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an

alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

Each list shall include the employee's date of hire, the classification the employee is performing at the time the list is submitted, and the date the employee started working in that classification in that service unit. The Union will also be informed of any change in employee status.

The Employer shall additionally indicate the amount deducted, and notify the financial officer of the Council and local recording officer of the names and addresses of who, through a change in their employment status, are no longer subject to deductions, and further advise said financial officer and local recording officer by submission of an alphabetical list of all new hires and current members' name and/or address changes since the previous month's remittance of dues.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure or a special conference, or a MERC decision.

P.E.O.P.L.E. Check-off

The Employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. (AFSCME's political action committee) deduction as provided for in a written authorization from each employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The P.E.O.P.L.E. payroll deduction authorization must be renewed annually or the deductions will automatically cease after 12 months. Authorizations, deductions and payments will be made in accordance with the Michigan Campaign Finance Act.

The Union will indemnify and hold the Employer harmless against any and all claims or liabilities including court costs and attorney fees that arise out of the Employer's compliance with the union security, check-off, or Political Action Committee provision of this agreement.



**AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION
NATIONAL PEOPLE COMMITTEE**

AFSCME Council _____ Local _____

last name _____ first _____ middle _____

street _____

city _____ state _____ zip _____

Social Security Number _____

Phone Number _____

Sen. Dist. _____ Assembly _____

Complete One Blank Only:

\$1.00 \$3.00 Pres. Club

\$5.00 Other _____

VIP Membership _____

I hereby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to the treasurer of the PEOPLE qualified committee, AFSCME, AFE-CIO, P. O. Box 65334, Washington, D.C. 20035, to be used in accordance with the by-laws of the PEOPLE qualified committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

signature _____ date _____

In accordance with federal law, the PEOPLE committee will accept contributions only from members of AFSCME and their families.

Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

ARTICLE 2 – MANAGEMENT RIGHTS

The Employer reserves and retains solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by provisions of this contract including, by way of illustrations but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the City.

ARTICLE 3 – AID TO OTHER ORGANIZATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4 – STRIKES AND LOCKOUTS

The Union agrees that during the life of this contract, neither the Union, its agents, nor its members will authorize, instigate aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lock-out.

ARTICLE 5 – STEWARDS, CHIEF STEWARD, FULL TIME UNION OFFICIAL

Section 1 – Designation.

The Employer recognizes the right of the Union to designate Stewards including Alternate Stewards based on a 1:12 ratio according to the principle of proportional representation which reflects increases and decreases in the work force. Once the Stewards and Alternate Stewards are selected, a list of their names will be submitted to the Service Unit Manager in which they work and to the Director of Human Resources and Labor Relations for their information. Alternate Stewards will only be used in the absence of the Steward. Except as specified in Section 3(b), Stewards and Alternate Stewards must be located in the same facility as the employees they are assigned to represent. The facilities are City Hall, Wheeler Center, Waste Water Treatment Plant, Water Treatment Plant, Housing Commission (Miller St.), Housing Commission (N. Ashley), Fire Station (Community Standards) and Community Television Network (CTN). Should facilities be changed, added or modified, both parties will meet to discuss and update the change. The Steward from the employee's primary work area, or in his/her absence the Alternate Steward, shall be the employee's Union Representative. If the Steward or Alternate Steward is not at work, the affected employee shall select Union Representation from the Steward/Alternate Steward Facility List provided by the union.

Section 2 – Stewards.

All Stewards shall be permitted reasonable time to receive (but not solicit), investigate, present and process grievances on the premises of the City, without loss of pay or time during their normal working hours. In exercising the responsibilities under this Article, Stewards, including the Chief Steward, must first make prior arrangements with their Supervisor and receive approved release time. The Supervisor will base his/her decision on operational needs and will not unreasonably delay, or deny the Steward's request. Unless said

time is arranged with the Supervisor, the Steward or Chief Steward may lose pay for unofficial release time.

Section 3 – Chief Steward.

The Employer recognizes the right of the Union to designate a Chief Steward. Once the Chief Steward is designated, his/her name shall be submitted to the Service Unit Manager in which he/she works and to Human Resources Services for their information.

- a. The Chief Steward's involvement in grievances shall begin at the second step of the grievance procedure. In accordance with Section 2, the Chief Steward must make prior arrangements with his/her supervisor and receive approved release time during regular working hours to investigate, present and process grievances at the second step.
- b. In the absence of a Steward, the Steward's inability to represent a bargaining unit employee due to appropriately defined reasons, or where the Steward is the grievant, the Chief Steward or his/her designee shall be the Union representative starting at the preliminary step of the grievance procedure.
- c. The Chief Steward shall be released to process Steward Elections, which usually occurs each June, during regular working hours.
- d. At the request of management or supervisors, the Chief Steward shall be released to attend meetings.

Section 4 – Full time Union Official.

It is understood and agreed that in order to improve labor management relations between the Employer and the Union, the Union agrees to furnish one (1) full time Union official who shall be designated by Local 369, to obligate him/herself to care for Union-Management relationships on a full time basis. While so

engaged, he/she will continue to accrue seniority, receive salary at his/her regular wage rate/step schedule or Range 33, step 1, whichever is greater, continue with movement through the wage step schedule and continue to receive other fringe benefits from the Employer; he/she shall be covered by all other terms and provisions of the existing agreement between the parties. The full time Union Official will not service Milan employees on City of Ann Arbor paid time.

The privilege of the full time union official position is subject to the understanding that the official's time will be devoted to the proper handling of the above mentioned matters and will not be abused.

Any alleged abuse by either party will be a proper subject for a special conference.

Beginning with the effective date of this contract, the full time union official will maintain a record of all time spent in Union activity with a description of the type of activity and submit those records on a monthly basis to the Director of Human Resources and Labor Relations.

When the full time Union official leaves office, the City shall guarantee his/her previous position or a job classification with a rate of pay not less than his/her previous position.

ARTICLE 6 - SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) shall be arranged between the local Union President or his/her designee and Employer representatives within ten (10) regularly scheduled working days after request of either party, unless the Union and Employer mutually agree to an extension of time, subject to the following conditions:

- a. Such meetings shall be attended by a maximum of four (4) Union representatives, and may also be attended by representatives of the International Union.
- b. The party requesting a special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made. If both parties have subjects they wish to discuss, they shall exchange agenda. Discussions at special conferences shall be limited to subjects set forth in the agenda, unless the Union and the Employer mutually agree to include other subjects. The items listed on the agenda shall be in sufficient detail to apprise the other party of the scope of the subject to be discussed. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) business day prior to the conference.
- c. Such special conferences shall be held during the regular 8:00 a.m. to 5:00 p.m. working hours. Employees requested to attend such conferences shall do so without loss of pay or time during the normal working hours.
- d. If there is an answer forthcoming from either the Union or the Employer, it shall be given in writing within seven (7) business days of the conference.
- e. Anything agreed to by the results of a special conference will be reduced to

writing and signed by the Union President and the Director of Human Resources and Labor Relations or their appointed designee.

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ARTICLE 7 – GRIEVANCE PROCEDURE

Section 1 – Definition.

The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious, and orderly adjustment of grievances. Union policy grievances shall be filed by the Union President or his/her designee, and entered at Step 1 of the grievance procedure. Grievances crossing service unit lines and grievances concerning employees denied a position shall be filed at Step 2 of the grievance procedure.

Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application or alleged violations of the terms and provisions of this contract, and shall also include oral and/or written reprimands.

Grievances, which cannot be settled at a preliminary step of the grievance procedure, may by mutual waiver of a lower step, be filed in an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested to the grievance could be granted.

Section 2 – Informal Resolution.

The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision.

Section 3 – Timely Action.

Immediate supervisors, service unit managers and all other members of management shall consider promptly all grievances presented to them, and, within the scope of their authority, take such timely action as is required.

Section 4 – Steps.

Grievances shall be processed according to the following procedure:

PRELIMINARY STEP: An employee who feels he/she has been aggrieved because a provision of this contract has not been applied or interpreted properly must discuss his/her grievance with his/her immediate supervisor. The employee shall have the right to have a Steward present at this initial discussion if he/she so desires. The Supervisor shall respond on the grievance form provided by the Union.

FIRST STEP: If the employee and/or the Union are not satisfied with the supervisor's written response, he/she may file a formal grievance with the Service Unit Manager, or his/her designee, within fourteen (14) calendar days of the supervisor's response. The statement of the grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employees involved, the circumstances surrounding the grievance, the specific contract sections alleged to have been violated and the remedy sought to rectify the grievance. The Service Unit Manager, or his/her designee, upon receiving a grievance, shall hold a meeting within fourteen (14) calendar days of receiving the grievance. The employee shall have the right to attend and have his/her Steward present at this meeting and shall have the right to meet with his/her Steward for thirty (30) minutes immediately prior to the meeting. The Service Unit Manager or his/her designee shall make a written response within fourteen (14) calendar days after the meeting.

SECOND STEP: If the employee and/or the Union are not satisfied with the Service Unit Manager's response, he/she shall state the reasons therefore on the grievance form and submit the grievance form to Human Resources within fourteen (14) calendar days of the Service Unit Manager's answer. Human Resources shall either give a written response within fourteen (14) calendar days

of receiving the grievance or hold a meeting within fourteen (14) calendar days of receiving the grievance. If a meeting is held, Human Resources shall give a written response within fourteen (14) calendar days of the completion of the meeting. Human Resources' response concerning Second Step grievance matters shall be filed through the Union President or his/her designee if the Union President is not at work with a copy to the Chief Steward. The employee shall have the right to attend and meet with his/her Union President and/or Chief Steward for sixty (60) minutes prior to this meeting. The Chief Steward shall be allowed up to two hours off with pay to investigate the nature of the grievance he/she is to discuss with the Human Resources.

THIRD STEP: If an answer of Human Resources is unsatisfactory to the Union, the grievance shall be submitted to either a mutually agreeable arbitrator or to the American Arbitration Association, in accordance with its Voluntary Labor Arbitration Rules. The Union will have thirty (30) calendar days to notify the City of their intent to arbitrate from the date of the answer of the second step hearing. The Union will have an additional sixty (60) calendar days after the Union gives notice to the employer of its intent to arbitrate to submit the grievance to a mutually agreeable arbitrator or the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The decision of the arbitrator shall be binding on both parties. The aggrieved employee shall have the right to attend the arbitration hearing. Bargaining Unit employees, that have employer authorization to attend the hearing(s), shall be compensated at straight time hours while in attendance.

The Union and City are committed to resolving disputes and both parties are open to utilizing a Mediation service prior to moving to arbitration on mutually agreed to grievances. If Mediation is utilized, arbitration deadlines shall be

extended as needed to preserve timelines.

Section 5 – Cost of Arbitration.

If the grievance is submitted to an arbitrator by Human Resources under Step 2, the City shall pay the arbitrator's fee. If the grievance is submitted to an arbitrator by the Union, the City and the Union shall each pay one-half of the arbitrator's fee.

Section 6 – Power of Arbitrator.

An arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union. The arbitrator shall not consider in the arbitration proceedings any Contract sections that have not been specifically alleged to have been violated during the grievance steps, unless the union notifies the Employer of such intention fourteen (14) calendar days prior to the commencement of arbitration. Either party may then request a pre-arbitration conference. A written statement will be rendered by Human Resources or his/her designee, if there is any change in the City's previous position.

Section 7 – Time Limits.

If no appeal is taken by the employee and/or the Union within the time limits set forth above, the grievance shall be considered as being settled on the basis of the Employer's last answer. If an answer in writing is not presented to the Union representative within the prescribed time limit, or extended by mutual agreement it shall be considered as settled in the Union's favor.

Section 8 – Grievance Form.

The City and the Union shall agree on a grievance form. The form shall be used in filing a grievance.

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ARTICLE 8 –DISCIPLINE

The purpose of discipline is to correct employee behavior. The Employer agrees that it will not discipline any employee without just cause. Discharge and disciplinary suspensions may be grieved under Article 7 of this contract, starting at the second step. Verbal and written warnings, may be grieved under Article 7 of this contract, starting at the first step.

Section 1 – Notice.

When an employee is suspected of engaging in conduct which could lead to discipline, the employee's immediate supervisor or his/her representative will notify the employee in writing of the events giving rise to possible disciplinary action within ten (10) calendar days after the supervisor's knowledge of the alleged offense.

Section 2 - Investigations

After the notification, management will complete an investigation within ten (10) calendar days. If the investigation cannot be completed in that time, the City will notify the Union as to the status of the investigation and give an estimate as to the time needed to complete the investigation. All investigations shall be completed in a timely fashion. As part of the investigation the supervisor will meet with the employee to discuss the matter. The employee shall have the right to Union Representation at this meeting.

Section 3 - Discipline

If disciplinary action is taken, the discipline shall be issued at a discipline meeting within ten (10) calendar days after completion of the investigation. A meeting is not required where there are workplace safety concerns. The employee shall have the right to Union Representation at this meeting. A copy of all disciplines shall be given to the employee, the Chief Steward and the Union President. The Service Unit Manager and Human Resources must first review all disciplinary suspensions and terminations prior to meeting with the employee

to issue the discipline.

In case of discharge or discipline involving time off, the Union Representative shall be the Chief Steward or Union President.

In cases where it is necessary for an immediate supervisor or designated representative to immediately relieve the employee from working, and where either a Steward is not present or further investigation is required, the employee will be notified of the events giving rise to possible disciplinary action, and can be relieved from duty with pay pending completion of the investigation or the arrangement of a meeting with the Steward.

If the above investigation determines the charges were valid, and discipline is required, the time already spent on suspension may be considered as part of the disciplinary action. In the event the investigation determines the charges are invalid, any disciplinary action contemplated shall be dropped and his/her record be expunged. The employee shall be notified in writing within three (3) calendar days that no disciplinary action will be taken. The employee will be compensated for any and all time and regular wages lost during the investigation within one pay period of this notification.

Section 4 – Progressive Discipline

The steps of progressive discipline generally include the following:

1. Verbal Warnings
2. Written Warnings
3. Unpaid Suspensions
4. Terminations/Discharges

Section 5 – Use of Past Record.

In imposing discipline on a current charge, the employer will not base his/her

decision upon any prior infractions of applicable City-wide Policies and Procedures or service unit specific policies and procedures, rules or regulations which occurred more than twenty four (24) months previously.

Supervisor notes or memos that did not rise to the level of discipline will also be disregarded if they were written more than twenty four (24) months prior to the current offense.

Employees may be discharged or disciplined for falsification of the original application for employment with the City within the period of twenty four (24) months from the date of hire.

**ARTICLE 9 – CITY-WIDE POLICIES AND PROCEDURES
AND
SERVICE AREA/UNIT RULES AND REGULATIONS**

Management shall establish and uniformly enforce City-wide Policies and Procedures, Departmental Rules and Regulations and Service Area/Unit specific polices and procedures (for purposes of this Article, "GUIDELINES") that do not modify or conflict with the existing Contract. Thirty (30) calendar days prior to implementation of any new Guidelines affecting the bargaining unit, the proposed Guidelines will be submitted to the Union President for review and input. These Guidelines shall be standardized wherever possible. All new Guidelines must be approved and signed by Human Resources Services.

The Employer shall be responsible for notifying bargaining unit members of any changes or additions to Guidelines. It will be the responsibility of each Service Unit Manager to see that a copy of all Guidelines is provided to each bargaining unit member at the bargaining unit member's request. The bargaining unit member will be given reasonable work time to review any Guidelines. A copy of the guidelines shall be readily available in each work area. The location of the Guidelines (manuals, reference documents etc.) shall be posted on the work area bulletin boards.

The Service Unit Manager or his/her designee shall be responsible for explaining the Guidelines to the employees. Should an employee not understand after the explanation, the unanswered question(s) shall be reduced to writing and submitted to Human Resources Services by the employee. A written answer will be given to the employee within seven (7) business days.

The Employer shall notify the Union President and all bargaining unit members of any changes or modifications in the Guidelines ten (10) calendar days prior to implementation.

ARTICLE 10 – PERSONNEL RECORDS

Section 1 – Employee Files.

The employee's personnel file in Human Resources Services will be the official file. Please reference HR Policy 3.7

An employee, upon reasonable notice to Human Resources Services, may review his/her personnel file and may request that it be updated.

A copy of all disciplinary letters and/or notices must be forwarded to Human Resources Services and a copy forwarded to the Chief Steward, the Union President and the affected employee.

The addition, deletion or transferring of information into or out of an employee's personnel file will be in accordance with the Bullard-Plawecki Employee Right to Know Act.

Section 2 – Expunging Records.

Disciplinary actions shall be maintained in the personnel file and may not be expunged except as specified in the Bullard-Plawecki Employee Right to Know Act. Documents over 24 months old will be kept in separate folder in the personnel file and will not be used as the basis for further disciplinary action and/or employment decisions.

Section 3 – Medical Records.

To ensure confidentiality, detailed medical records and reports regarding an employee shall not be released in conjunction with the employee's personnel file and shall be handled in accordance with HIPAA and all other applicable laws. This does not include information regarding an employee's pre-employment

physical or routine statements regarding an employee's fitness for work.

...the employee's fitness for work is a matter of medical judgment and not a matter of routine physical examination. The employee's fitness for work is a matter of medical judgment and not a matter of routine physical examination.

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ARTICLE 11 – SENIORITY

Section 1 – Definition.

Seniority shall be on a bargaining unit-wide basis, regardless of job classification, in accordance with the employee's last date of hire into the bargaining unit, unless otherwise specified in this contract.

Section 2 – Probationary Employees.

New regular employees hired in the bargaining unit shall be employed on a six (6) month trial basis. With the Union President's written agreement, the Employer may extend the probationary period for up to three (3) months for just cause relating to the employee's questionable ability to satisfactorily perform the job duties. New regular employees shall receive health care coverage after three (3) months of employment.

If an employee satisfactorily completes the probationary period and accumulates six (6) consecutive months of employment within not more than nine (9) months, he/she shall, upon recommendation of his/her supervisor be entered on the seniority list of the unit and shall rank for seniority from the date of hire. While on probation, employees shall not have seniority.

Probationary employees shall receive written evaluations at two (2) months and five (5) months. The two (2) month evaluation should be given within fourteen (14) calendar days of the employee's two-month anniversary. The five (5) month evaluation should be given within fourteen (14) calendar days of the employee's five-month anniversary. The timelines may be extended by mutual agreement, in writing, between the employer representative and the Union President or his or her designee.

The Union shall represent new regular probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this contract, except employees discharged and disciplined.

Section 3 – Seniority.

The seniority list on the date of this Agreement will show the names, job titles, pay range, home address, and date of hire, with the most senior first, of all employees of the bargaining unit entitled to seniority. The Employer will keep the seniority list up-to-date at all times, and will provide the local Union with up-to-date copies monthly. Information regarding additions to and deletions from the Union shall be accessible to the Union in Human Resources Services.

Section 4 – Loss of Seniority.

An employee shall lose his/her seniority for the following reasons only:

- a. He/she quits City employment.
- b. He/she transfers to a position under the Employer not included in the bargaining unit for a time period longer than the reversion period of sixty (60) days. If he/she reverts back to his/her former position within the reversion period, the employee's AFSCME seniority shall be maintained except that he/she shall not have accumulated bargaining unit seniority while outside the bargaining unit.
- c. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- d. He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification by certified mail to the employee at his/her last known address that he/she has

been terminated and supply a copy of said notification to the Union. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure. Discharge under this subsection is not subject to the prior notification procedure contained in Article 8, Section 1.

- e. Failure to return to work when recalled from layoff, as set forth in the recall procedure, or failure to return from sick leave and leaves of absence will be treated the same as (d.) above. In proper cases, exceptions shall be made with the consent of the Employer. Discharge under this subsection is not subject to the prior notification procedure contained in Article 8, Section 1.
- f. He/she retires.
- g. While an employee is on layoff status, he/she shall continue to accrue seniority for all purposes, including but not limited to computing vacation, sick, personal leave and longevity increases under this contract for the first six (6) months that he/she is laid off. For employees with ten (10) years or less of seniority: For the next eighteen (18) months that an employee is on layoff status, he/she shall not accrue seniority for purposes of computing sick time, vacation time or longevity increases. During this eighteen (18) month period, the employee shall continue to accrue bargaining unit seniority for other purposes. In the event the employee is not recalled during the 24 month period, any benefits accrued pursuant to this section will not result in payment to the employee. For employees with more than ten (10) years of seniority: For the next twenty-four (24) months that an employee is on layoff status, he/she shall not accrue seniority for purposes of computing sick time, vacation time or longevity increase. During this twenty-four (24) month period, the employee shall continue to accrue bargaining unit seniority for all other purposes. In the event the employee is not recalled during the thirty (30) month period, any benefits accrued pursuant to this section will not result in payment to the employee.

- h. An employee shall lose his/her seniority and have his/her employment severed if he/she has been laid off and not recalled during the time periods specified above.

Section 5 – Veterans.

Any employee who enters into active service in the Armed Forces of the United States, upon termination of such service, shall be offered reemployment in his/her previous position consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act.

A probationary employee, who enters the Armed Forces and meets the foregoing requirements of the Uniformed Services Employment and Reemployment Rights Act, must complete his/her probationary period upon his/her return, and upon completing it, will have the time spent in the Armed Forces added to his/her seniority.

Reference Pension Ordinance for further information pertaining to Veterans "buy back" provisions.

Section 6 – Stewards and Negotiating Team Members.

Notwithstanding their positions on the seniority list, all Stewards, in the event of a layoff of any type, shall be considered to have the highest seniority, after the President and Chief Steward of the Union. In the event of a layoff, Stewards shall be continued at work as long as there is a job in his/her service unit that he/she can perform, and must be recalled to work to the first open job in his/her service unit which he/she can perform. Stewards shall be regular employees and shall have completed their probationary period in their current position. Notwithstanding their position on the seniority list, members of the Union negotiating team will not be laid off during the period of negotiations.

Section 7 – Officers.

In the event of a layoff, and notwithstanding their position on the seniority list, the President and Chief Steward of the local Union shall be continued at work at all times, provided they can perform any of the work available. Officers shall be regular employees and shall have completed their initial probationary period.

ARTICLE 12 – SUPERVISOR AND BARGAINING UNIT WORK

Supervisory employees shall not be permitted to perform work within the bargaining unit, except in cases of an emergency arising out of unforeseen circumstances, or unless practical consideration calls for a supervisor to perform such work which calls for his/her immediate attention or training of employees, including demonstrating the proper method to accomplish the task assigned. Supervisors shall not perform work under this provision if it were to displace a bargaining unit employee.

ARTICLE 13 – LAYOFFS

Section 1 – Regular Employees.

The Employer may lay off a regular employee when deemed necessary, by reason of shortage of work or funds, the abolition of a position, material change in the service unit organization, or for other related reasons that are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned equitably to other employees already working who hold positions in appropriate classes. Regular bargaining unit employees will only be laid off after all non-bargaining unit employees performing AFSCME bargaining unit work in the service unit have been laid off.

Section 2 – Preliminary Step.

Prior to issuing layoff notices as outlined in section 3 of this article, the most senior employee within the service unit affected shall be offered a voluntary separation from service with the City with no recall rights. Once the offer is made by the City, the employee will have 48 hours to decide. The City will not contest unemployment for individuals who choose this option. After signing a separation waiver, the employee shall be paid severance pay based on years worked as follows:

Less than 5 years: 6 weeks of regular pay
5 – 9 years: 8 weeks of regular pay
10 or more years: 10 weeks of regular pay

Additionally any employee who is eligible to retire and who is enrolled in the City's health plan who chooses this option will receive a one-time deposit of \$500.00 in their HRA.

Section 3 - Order of Layoff.

Layoff of employees shall be made within classification titles, within service units, on the basis of inverse order of the amount of bargaining unit seniority. Any employee who has received a layoff notice, will be placed by the City into a vacant bargaining unit position for which they are qualified if one is available. Any employee so placed will be placed at the level and pay at which they qualify. All assessments will be conducted prior to employee placement. The City agrees to put into writing the reasons an employee was denied a position based on assessments and reasoning behind the progression level assigned to the employee. Employees will retain recall rights to their former position for up to (30) thirty months as defined in Article 11 Section 4(g). The Union agrees that no grievances will arise from the placement. However, the Union has the right to file a grievance based on denial of placement into a particular position and the progression level assigned to the employee. The affected employee has the right to decline placement into a position that is more than six (6) pay ranges less than their current position. This denial must be made in writing to Human Resources.

If there is no position into which the employee can be placed, the employee shall be provided the following three options. The employee must select one option and notify the Director of Human Resources and Labor Relations within 10 calendar days after receiving the layoff notice:

1. Take a voluntary layoff from employment with recall rights as listed in section (4). The City will not contest the employee's unemployment claim.
2. Be placed in a "displaced employee" pool for a period not more than six (6) months. Employees in this pool will retain their wages for the six month time period and will be assigned any work for which they are qualified within the City. Should a regular AFSCME position for which they are qualified become

available during the six month period, the City shall have the right to place the employee into that position. That position will then become the employee's regular work assignment and they will receive wages based on the classification into which they have been placed and the level at which they qualify. All assessments will be conducted prior to employee placement. The Union agrees that it will not file grievances based on this placement. However, the Union has the right to file a grievance based on the progression level assigned to the employee. If placed in a position under this procedure, the employee shall have recall rights as outlined in section 5 of this article. Should no open positions become available within the 6 month period referenced above; the employee will be laid off from the City and have recall rights as specified in section 5 of this article.

3. Utilize bumping rights as follows: (Should an employee choose to exercise their right to bump under Section 3 they shall relinquish their right to bid on any vacant bargaining unit position for the following two (2) year period).
 - a. Bump to an equal or lower progression level within the classification title in which he/she is serving as long as he/she has more bargaining unit seniority than the employee he/she is bumping. The employee shall enter the job progression at the level at which he/she is qualified. The employee bumped will then be removed from the position.
 - b. If an employee does not have any rights under paragraphs (a) above, he/she shall have the right to bump another bargaining unit employee with lesser seniority in the same service unit he/she is presently in, if the employee being bumped has a pay range which is not greater than that of the bumping employee. The bumping employee must also meet the minimum qualifications for the position into which he/she is bumping, and must be able to obtain the remaining qualifications for the position in the time typically

