

Union TA:

City TA:

Date:

Article 1. Recognition

- 1.1 The City recognizes the Unions as the exclusive representative for all employees of the City in all classifications contained in Schedule A of this agreement, as defined in sections 1.1.1, 1.1.2, 1.1.3, 1.1.6, and 1.2 below.
- 1.1.1 **Probationary Period.** For the purpose of this labor agreement, probation is defined as a six (6) month period from the date of hire, excluding any period of time off exceeding one (1) week in duration. For example, an employee hired on January 7 would complete their probationary period at the end of their shift on July 7. Notwithstanding the above, the probationary period for Police Records Specialist Trainee, Police Identification Technician Trainee, Residential Plans Examiners, Commercial Plans Examiners, Utility Worker Apprentices and Water Operations Mechanic Apprentices shall be nine (9) months from the date of hire. Utility Worker Apprentices and Water Operations Mechanic Apprentices will not serve a Promotional Probationary Period at the completions of their apprenticeship. The probationary period may be extended for a period not to exceed three (3) months by mutual agreement between the City, the Union and the affected employee.
- (A) Notwithstanding Article 1.1.1 above, failure or inability by an apprentice or trainee to successfully complete the designated apprenticeship or training program may result in termination from the apprentice or training program even after completion of the probationary period.
- (B) All employees upon hire will receive an offer letter specifying the official start date and end date of their probation. The City shall provide a copy of the offer letter to the appropriate Union. During their probationary period employees will be given a minimum of three written evaluations with a copy to the employee and the Union at approximately one month, mid-term, and one month prior to the end of probation. Nothing in this section shall limit management's right to terminate the probationary period.
- (C) The City shall provide the appropriate Union with a copy of an employee's resignation, layoff, or separation notice.
- 1.1.2 **Regular/Probationary Employee.** Any employee who has regular or probationary status as provided by the Human Resources Administrative Rules and who works in a position budgeted on a yearly basis in a job classification contained in Schedule A.
- 1.1.3 **Regular Part-Time Employee.** Any employee whose employment is for less than full-time in a job classification contained in Schedule A. Regular part-time employees will be hired from the Civil Service register and will be given the first opportunity according to their standing on such register to become regular employees. The probationary period of regular part-time employees will be nine (9) months from date of hire and step pay increases will be computed on the basis of hourly equivalence.
- (A) Regular part-time employees will be paid in accordance with Schedule A and will receive fringe benefits, except Health and Life Insurance, on a pro-rated basis, half if the employee works less than seventy-two (72) hours per pay period, full benefits if the employee works seventy-two (72) hours or more in the pay period.
- (B) Regular part-time employees will be eligible for Health and Life Insurance

coverage as provided in section 17.2.2.

- (C) Regular Part-time employees will accrue seniority on the basis of regular hours paid and approved unpaid leaves of absences in their classification and shall not bump regular full-time employees.
- 1.1.4 **Casual Employees.** Casual Employees as defined herein shall be excluded from the bargaining unit covered by this Agreement. A Casual Employee shall be defined as an employee who is employed for a limited duration of up to 860 hours in a calendar year.
- (A) The City may employ Casual Employees at any time of the year. However, a Casual Employee may only be employed for up to 860 hours in a calendar year. After working for 860 hours, a Casual Employee must have a break in service of at least ninety (90) days before they may be reemployed. Except for continuation overtime, permanent employees in the work unit will be offered overtime before Casual Employees.
 - (B) Casual Employees will normally be assigned to common labor jobs and will not normally be upgraded to classifications covered by the contract except on an incidental basis as required by day-to-day work flow. Nothing in this Agreement will be construed to limit the City's right to hire additional personnel in emergencies beyond the City's control.
- 1.1.5 **Temporary Employee.** Any employee employed in a full-time budgeted position in a classification contained in Schedule A without regular status with the City. Recognition under this section shall not detract from any rights or benefits already pertaining to the employee, by virtue of their regular status in some other classification with the City. Contract rights for temporary employees are as provided in Schedule "B".
- 1.1.6 The City shall make available to a representative of each Union, on a monthly basis, a listing of all employees appointed to positions in classifications contained in Schedule A. The list shall include all temporary appointments.
- 1.2 **Rehired Retirees.** The number of hours paid by a PERS covered employer to a PERS Tier One/Two or to an OPSRP Pension Program retiree is determined by state law. . . No rehired retiree may work for the City for more than two years, without approval from the Chief Human Resources Officer. Rehired Retirees will be able to request current hours from bureau timekeepers. However, rehired retirees will be subject to the limitations as defined by state law and the provisions of HR Administrative Rule 3.06 shall apply. Rehired Retirees are at all times "At-Will" employees and the only Articles in the Collective Bargaining Agreement that shall apply to rehired retirees are Article 1: Recognition, Article 2: Union Security, Article 3: Dues Checkoff and Schedule A.
- 1.2.1 Any retiring employee in good standing who provides the Bureau sixty (60) or more days' notice of their intent to retire shall be offered the opportunity to work as a Rehired Retiree for a period of at least ninety (90) days commencing immediately after their official retirement date. This opportunity shall not apply to any employee who retires under a Voluntary Retirement Incentive Program. "Good standing" shall be defined as an employee who has no documented discipline in the two (2) years prior to the date of retirement.

City to DCTU
DCTU Successor Negotiations
Mediation
September 29, 2021

- 1.2.2 The City and DCTU agree that either party may terminate this subsection at any time for any reason upon thirty (30) days written notice to the other party.
- 1.3 Prior to any merger or consolidation of any division, bureau or department by the City with any government agency, the City shall notify and consult with the Unions affected. Such notification will be given at least thirty (30) days prior to the merger or consolidation or, in the event that thirty (30) days' advance notice is not available, at such time as the City has knowledge of the impending merger or consolidation.