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Article 12. Seniority

- 12.1 In the matter of selections of jobs or opportunities to work on new jobs, processes or job locations and the selection of work shifts and vacation periods within a given classification, within a bureau, department, or division thereof, the City shall prefer those employees who have permanent Civil Service status with the greatest length of service with the City within a given classification subject to the following conditions. In calculating an employee's permanent work unit seniority, it shall be the employee's total uninterrupted time in such unit, including the time spent in unsuccessful probation in another unit.
- 12.2 **Shift Selection.** In multiple shift operations, employees within each classification shall have a right to select their work shift on the basis of their seniority within a bureau or division thereof and competing only with employees covered under this ~~A~~ agreement on the following basis:
- 12.2.1 After the employee's original selection of a work shift, changes may be made only when a vacancy occurs on another shift; provided, however, if the City eliminates any employee's shift, such employee shall have the right to exercise their seniority to select one of the existing shifts.
- 12.2.2 Shift trades or individual shift changes may be made by mutual agreement between the employees and the City, provided such changes are posted and there are not objections. However, any such mutually agreed changes shall not be subject to the overtime provisions of this agreement.
- 12.2.3 Group shift changes may be made by mutual agreement between the Unions and the City. However, any such mutually agreed changes shall not be subject to the overtime provisions of this agreement.
- 12.2.4 When shift changes are made which are beyond the control of the City, the overtime provisions of this contract will be waived.
- 12.2.5 **Job Bidding.** The City reserves the right to organize work and assignments. Bureau managers will consult with the Union prior to implementation of a reorganization to discuss proper application of this Article. Whenever the City determines that it will fill a vacancy in a new or existing job¹, present employees shall be given the first opportunity on the following basis: the City may choose from among the two (2) most senior qualified bidders for 25% of all vacancies occurring within a bureau in a Fiscal Year. Prior to posting, the City must identify a posting as one which will be subject to this provision. If the vacancy involved is a new job process within a classification, first choice shall be given to employees in that

¹ The intent of this language is to bid on jobs within the current body of work and does not extend to new job classifications.

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classification within the division where the vacancy occurs. Second choice shall be given employees within the bureau in which the vacancy occurs. Qualifications and seniority within the division (first choice) or bureau (second choice) shall be the determining factors. "Qualifications" means the ability to meet the performance requirements and job-related skills required for the job in question, but not based solely on Civil Service certification.

- 12.2.6 Whenever an opening occurs in any job classification in an existing work assignment, employees within that classification shall have an opportunity to bid on such vacancy based on their seniority if they are qualified to do the work as defined in ~~section~~ 12.3.1 above. First choice shall be given to employees within the division where the vacancy occurs. Second choice shall be given to employees within the bureau in which the vacancy occurs.
- 12.2.7 A bureau and the ~~appropriate~~ Union may mutually agree to implement an alternative method of filling vacancies identified in 12.3.1 and 12.3.2, subject to the Director of Human Resources approval. The agreement can cover a work unit(s), a classification(s), or an entire bureau. Any such agreement will be made in writing and will be copied to the Union DCTU and the Human Resources Director prior to its implementation.
- 12.2.8 The overtime provisions of this Agreement will not apply as a result of employees exercising their seniority rights under 12.3.1 and 12.3.2.
- 12.2.9 **Limitations on Bidding.** If an employee receives discipline subsequent to a written reprimand (i.e., another written reprimand), or a suspension or demotion, or a Performance Improvement Plan which takes the place of a second written reprimand or higher-level discipline, the City may, at its sole discretion, suspend the employee's ability to bid on any job assignments for one year.
- 12.2.10 **Employees in Conflict.** If a situation develops which involves two or more employees who are in conflict with one another, the bureau will document the conflict and meet with the employees and the union and attempt to jointly resolve the conflict. If no resolution can be mutually agreed upon, the bureau may move the employee to vacant job assignment in another work unit within the bureau. If there are no vacancies in another work unit, the bureau may seek volunteers willing to trade assignments with the employee(s) in conflict. If there are no volunteers, the bureau may, at its sole discretion, move the employee(s) as a last resort.
- 12.2.11 **Injured Worker Return to Work.** When a vacancy under 12.2.1 and 12.2.2 occurs, the City and the Unions may by mutual agreement exempt the job from the bidding procedures of this Article so that the job may be utilized to employ a worker returning from Industrial Accident leave.
- (A) The parties jointly recognize the desirability of returning an injured worker, whose condition is not medically stationary, to some form of available work at the earliest possible time consistent with the ability of the worker to return as certified by the

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treating physician. Employees may be assigned work other than their regular job as soon as released to do so by the treating physician. Positions filled by an injured worker on jobs designed to reasonably accommodate an injured worker shall not be subject to the bidding procedure specified in this agreement.

- (B) Injured workers whose conditions are medically stationary will be given the opportunity to return to their original job as provided in section ~~12.2.11 (C) 12.2.7.3~~. If the injured worker's condition is permanent partial disability, the City will make reasonable effort to accommodate such condition and to return the injured worker to available and suitable work.
- (i) The City shall notify the Union(s) at the earliest stage of efforts to place injured workers into available and suitable positions.
- (ii) If placement efforts do not result in the return to work of the injured worker, the matter shall be referred to a joint labor/management committee for the purpose of providing recommendations and advice to the Human Resources Director and the Risk Manager on the worker's placement including, but not limited to, the effectiveness of any bureau- wide or City-wide placement activities or other issues relating to the return to work of the injured worker.
- (iii) The joint committee will also be charged with a review of current practices and issues relating to injured workers and provide recommendations and advice to the Human Resources Director and Risk Manager on program operations relating to injured workers. This committee shall consist of equal numbers of management and Union representatives. Union participants will be appointed by the District Council of Trade Unions and management participants by the Bureau of Human Resources and Risk Management.
- (C) A job which is vacant by reason of a compensable injury will be treated as a temporary vacancy for the first eighteen (18) months. Such jobs may be filled by appointment and is not subject to bidding. During this period, injured workers who have received a full release will be returned to their former job on request. Employees displaced by the return of an injured worker will be entitled to bump pursuant to their seniority and classification. After eighteen (18) months, employees who are absent due to compensable injury shall be entitled to bump junior employees within their classification.

12.3

Posting. All vacancies which create job opportunities under Article 12 shall be posted in the work location of the affected employees. Job opportunities shall be posted for a period of five (5) working days. Each posting shall contain the shift and days to be worked and a brief description of the duties and responsibilities to be performed at the time of vacancy in addition to who to contact for more information. The posting shall also include any special qualifications for the job and, if applicable, the requirement that an employee must commit

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to remaining in the assignment due to on-the-job or formal training requirements for up to two (2) years before bidding to another assignment. It shall also contain the date the transfer is to take effect. However, the date of transfer shall be no later than thirty (30) days after the first date of posting. The transfer to the bid position may be made earlier or later than the date in the posting, upon mutual agreement between the City and the employee. Applicants may be required to perform other functions which they are qualified to perform. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made by the sixth (6th) working day after the first day of posting. Probationary employees are not allowed to bid on other job opportunities for the duration of their probationary period.

- 12.3.1 **Evaluations.** Employees who fill vacancies under the provisions of ~~Article~~-12.3 and fail to qualify in the new job during a ninety (90) day evaluation period that will include a minimum of one (1) interim and one (1) final written performance evaluation, will be returned to their former position in the division or bureau if it is vacant. If the employee's former position is not vacant, they will be placed in a vacancy in their classification elsewhere in the bureau. If there is no vacancy in the bureau, the employee will be returned to their former position in the division or bureau. Failure by management to provide the written evaluations within the ninety (90) day evaluation period will indicate the employee's successful completion of the evaluation period.
- 12.3.2 **Lateral Transfers.** Employees may request a lateral transfer to another Bureau by notifying the Bureau of Human Resources of their desires. Lateral transfers to vacant, budgeted positions, within or between bureaus within a classification at the request of the employee will be limited to one (1) per year. However, in the event that an employee does not pass the evaluation period provided for in ~~Article~~-12.3.1 of this Agreement, the one (1) year limit on lateral transfers shall be waived.
- 12.3.3 **Bid Trades.** An employee may "trade" a bid work assignment within a shift subject to management approval. Such trades do not require posting or approval of the ~~Union DCTU~~ or other employees in the work units involved. However, any such mutually agreed upon trades shall not be subject to the overtime provisions of this agreement and the employees who trade waive their ability to bid to new assignments for two years.
- 12.3.4 Within seven (7) working days after the closing of the bidding procedure, the City shall award the bid, in writing, to the successful bidder. After an employee has received written notification that they were the successful bidder, such employee shall be required to honor such bid.
- 12.4 Seniority shall continue and accumulate during approved leaves of absence in accordance with the provisions of the City Charter and the Bureau of Human Resources Rules and Regulations, except that seniority shall be frozen after eighteen (18) continuous months of absence for the purposes of vacation and job bidding.

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- 12.5 The City agrees to make available to the Union, upon request, copies of any personnel list the City maintains regarding seniority or classification changes.
- 12.6 **Special Projects & Assignments.** Notwithstanding any other article or section of this contract, the City may designate certain Special Projects and Assignments under the limitations listed in 12.6.1 and 12.6.2.
- 12.6.1 **Special Projects.** A bureau may identify a project for a period of no more than one (1) year and assign employee(s) to that project for its duration. Any employee(s) so assigned will have the right to return to their originally bid work unit and cannot be involuntarily re-assigned for at least eighteen (18) months. Employees assigned to a special project continue to accrue seniority in their previous work unit and may bid on future assignments during the project but will not move to that new assignment until the conclusion of the special project. The duration of the project may be extended by mutual agreement between the City and Union(s) involved.
- 12.6.2 **Special Assignments.** A bureau may re-assign any employee to an assignment in another work unit for up to sixty (60) days. Any employee(s) so assigned will have the right to return to their originally bid work at the conclusion of the assignment or after sixty (60) days. Employees re-assigned continue to accrue seniority in their previous work unit and may bid on other assignments during the special assignment but will not move to that new assignment until the conclusion of the special assignment. The duration of the special assignment may be extended by mutual agreement between the City and Union(s) involved.