

City TA:

Union TA:

**New Article - Protection of Bargaining Unit Work**

X.1 The City agrees that the primary function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the City agrees that supervisors and other employees of the City who are not members of AFSCME Local 189 bargaining unit will shall not perform, as their primary duties, any Local 189 bargaining unit work<sup>1</sup> on an ongoing basis, except:

(A) In emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations including Peak Load and Urgent as defined in Article 6;

(B) In the instruction or training of employees, including demonstrating safety and the proper method to accomplish the task assigned.

(C) Nothing in this article supersedes the language in Article 6.

~~X.2 In the event of an emergency, supervisors may only perform Local 189 bargaining unit work until bargaining unit employees are available. The City shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees.~~

X.2 (a) ~~As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or services to the City by various segments of its community. Such programs may result in individuals performing work for the City that is considered bargaining unit work. Such programs include, but are not limited to, youth training and/or employment programs, adult training and/or employment programs, vocation rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes.~~

~~(b) The City shall have the right to implement new internship or related public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such new or expanded<sup>2</sup> program implementation involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City will engage in discussions with the Union on concerns raised by the Union. Creation of an internship or related public employment program shall not result in;~~

~~1) a layoff of regular employees covered by this Agreement, or~~

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<sup>1</sup> Bargaining work is defined as work done exclusively by AFSCME Local 189 employees and no other City employees or agents and does not include general duties, such as answering phones, making copies, ect.

<sup>2</sup> 'Expanded' means a change in description of work different than the original job description or an increase in responsibility/level of autonomy beyond what was originally defined.

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~~2) the elimination of a regular budgeted position covered by this Agreement that recently had been occupied by a regular employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.~~

~~X.3 It is agreed that volunteers engaged by the City will be supernumerary to established positions in the bargaining unit. Volunteers shall not be used to:~~

~~(A) Replace bargaining unit employees or fill established positions in the bargaining unit;~~

~~(B) Reduce the number of employees covered by this agreement; or~~

~~(C) Cause an employee to have a reduction in regular work hours.~~

~~X.4 The City will notify the Union prior to the use of volunteers.~~