

- F. Absence from work due to an on the job injury or on the job illness for up to three (3) years from original date of injury or illness in accordance with applicable law;
- G. Transfer or promotion to a position that is outside the bargaining unit, unless the employee is returned to a bargaining unit position during their probationary period, as set forth in Section 19.5; or
- H. Failure to return from military leave, in accordance with applicable law.

Section 19.5. Employees who are transferred or promoted to positions outside the bargaining unit, but are allowed by the City to return to their former position within six (6) months of the date of transfer or promotion will return with their bargaining unit seniority restored. Employees who are returned to the bargaining unit after a transfer or promotion outside the bargaining unit do not have the right to bump their replacements.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

Section 20.1. Except as set forth below, regular status employees covered by this Agreement shall not be disciplined or discharged except for just cause. For the purpose of this Agreement, "discipline" shall be defined as actions that result in a written reprimand, the suspension of an employee, the reduction of an employee's pay, the demotion of an employee, or the discharge of an employee. Alleged violations of this Article shall be subject to the grievance procedure (Article 22) with the exception of the written reprimand which can only be grieved as far as Step 3. It is, however, understood and agreed that if the City relies on a written reprimand to establish progressive discipline to support more serious disciplinary action and the written reprimand has been grieved as far as Step 3, the reprimand may be arbitrated as part of any arbitration of the more serious disciplinary action. The City shall furnish to the employee and the Union a statement of disciplinary action taken and the reasons for such action.

This Article shall not apply to any employee on initial probation.

Disciplinary action shall be done in a manner which will not embarrass an employee before other employees or the public.

ARTICLE 21 – SUBCONTRACTING

Section 21.1. The City shall have the exclusive right to subcontract work performed by employees; however, prior to the effective date of pending layoff, the City shall:

- A. Notify the Union ninety (90) days prior to its decision to contract out any work currently performed by bargaining unit members if the contracting of work results in a layoff of a bargaining unit member(s). The Union shall be provided with the City's rationale for contracting out the work including supporting economic

justification for the proposal. The Union shall have sixty (60) days to submit a counter-proposal for consideration by the City.

- B. Give the affected employee(s) not less than six (6) months' notice of possible layoff unless only seasonal and part-time employees are affected in which case a minimum of three (3) months' notice shall be given.
- C. Following said notice, provide the employee with four (4) hours per month paid leave upon employee's attendance at formal vocational rehabilitation activities. Educational reimbursement may apply to cover the cost of such rehabilitation (see Article 17). Total paid leave shall not exceed twenty-four (24) hours.
- D. Attempt to relocate the employee to another position for which the employee is qualified within the City service.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 22.1. It is the intention of the parties to this Agreement that all disputes involving the interpretation, application or violation of contract language be settled by their submission to the grievance procedure as set forth below.

Employees shall first attempt to resolve disputes involving the interpretation, application or violation of contract language informally.

Employee terminations that the Union elects to grieve shall begin at Step 3 in the grievance process, upon mutual written agreement, and will be filed within fifteen (15) days from the imposed discipline.

Step 1. Supervisor - The Union, or any employee with notice to the Union, shall claim a breach of this Agreement by filing a grievance to the employee's immediate supervisor. Grievances must be in writing and must be submitted to the employee's supervisor within fifteen (15) days from the occurrence of the incident giving rise to the grievance or the employee's knowledge thereof, whichever occurs later. The written grievance shall include:

- A. A statement of the grievance and relevant facts;
- B. Identification of the provision(s) of the Agreement violated; and
- C. Remedy sought.

The supervisor shall respond to the grievance in writing within ten (10) days.

Step 2. Department Director - Within ten (10) days from the date of the supervisor's response, if the grievance remains unresolved, the grievance may be appealed to the Department Director. All appeals to the Department Director must be made in writing. The Department Director may, at their discretion, schedule a meeting with the aggrieved party, who may request representation at the meeting. The Department Director shall respond to the grievance in writing within ten (10)