

ARTICLE 3

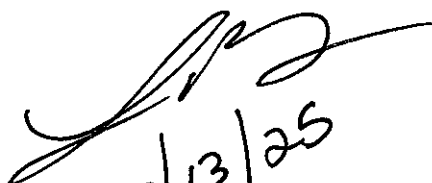
MANAGEMENT RIGHTS

3.1 Except as specifically abridged by any provision of this Agreement, the City reserves and retains all of its normal and inherent rights with respect to Management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to:

- a) determine and from time to time to re-determine the number, location and type of work forces, facilities, operations, and the methods, processes and equipment to be employed, the scope of services to be performed, the method of service, the schedule of work time;
- b) contract and subcontract existing and future work, not to adversely affect the personnel work force;
- c) discontinue conduct of its mission or operations in whole or in part;
- d) determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;
- e) transfer its work from or to, either in whole or in part, any of its work forces or facilities and locations;
- f) determine the number, types and grades of positions or employees assigned to an organization or unit, department or project;
- g) establish and change work schedules, assignments, and facility locations;
- h) hire, transfer, promote and demote employee;
- i) layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- j) suspend, discharge, or discipline employees for cause;
- k) use supervisors or other City employees to perform work of the kind performed by employees of the unit, provided employees of the unit are not adversely affected;
- l) alter, discontinue, or vary past practices;

and otherwise, to take such measures as management may determine to be necessary for the orderly, efficient, and economical operation of the City.

- 3.2 The provisions of the City's officially adopted Policy and Procedures Manual as from time to time amended, as well as other Personnel Directives, will be applicable to the members of the Bargaining Unit in all areas not specifically addressed by the Agreement.


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ARTICLE 30

SHIFT DIFFERENTIAL

- 30.1 Only positions designated by the Human Resources Classification and Pay Section and approved by City Council as eligible Shift Differential positions, can receive differential pay.
- 30.2 In order to be designated and approved as a Shift Differential eligible position, more than half of the regularly scheduled non-overtime, daily hours of work must fall between 5:00 p.m. and 7:00 a.m. In such cases, the employee will receive Shift Differential for all regular hours actually worked that day. Shift Differential shall apply to overtime hours only when hours are worked by an employee in his/her position, or another authorized differential eligible position.
- 30.3 Employees who are eligible for Shift Differential shall be paid \$1.00-²⁵~~10~~ per hour in addition to his/her normal hourly rate of pay:
- 30.4 Employees normally working during the day that are required to adjust his/her schedule to work at night as requested by the City, will receive Shift Differential for all hours worked during that night shift. This provision is applicable provided the majority of the night shift hours worked fall between 5:00 p.m. and 7:00 a.m.
- 30.5 Employees in shift differential eligible positions assigned to shifts covering twenty-four (24) periods who are required to work overtime between 5:00 p.m. and 7:00 a.m. shall be entitled to shift differential pay for the hours worked between that time.
- 30.6 Eligibility for, designation of, approval of, and all other matters regarding Shift Differential shall be according to the City Policy and Procedure, Section 808.10.


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