

November 6, 2023

Tom Aten, Business Representative
Plumbers and Pipefitters, Local 447
5841 Newman Court
Sacramento, California 95819

Email: taten@ualocal447.org

Re: Department of Utilities Alternative Work Schedule – Trial Program

This Letter of Understanding (“LOU”) memorializes the agreement between the City of Sacramento (“City”) and Plumbers and Pipefitters, Local 447 (“Union”), regarding the above referenced matter.

The agreement is as follows:

1. In addition to the existing workweek schedules established in Article 12.1 (a) Workweek of the Memorandum of Understanding (MOU) between the City and the Union, the Department of Utilities (“DOU”) is establishing an alternative workweek schedule consisting of four (4) consecutive, ten (10) hour workdays, hereafter referred to as the “Trial Program.”
2. The Trial Program workdays will be:
 - a. Option 1 – Monday through Thursday
 - b. Option 2 – Tuesday through Friday
3. The normal Fair Labor Standards Act (FLSA) workweek for employees participating in the Trial Program shall begin at 12:01 a.m., Saturday, and end at 12:00 midnight the following Friday. The normal FLSA workweek shall consist of forty (40) hours of work during the workweek.
4. To ensure operational needs are being met, the City shall determine minimum staffing levels and the number of Trial Program positions allocated to either Option 1 or Option 2.
5. The following classifications in the Wastewater, Drainage, and Water Divisions of the Department of Utilities are eligible to participate in the Trial Program:

- a. Assistant Cross Connection Control Specialist
 - b. Cross Connection Control Specialist
 - c. Utilities Locator
 - d. Utilities and Operations Service Worker (App)
 - e. Utilities and Operations Service Worker
 - f. Utilities and Operations Leadworker
6. Employees on swing shift are ineligible for participation in the Trial Program.
 7. Employee participation in the Trial Program shall be voluntary. To participate in the Trial Program, employees must submit the “4/10 Trial Program Voluntary Participation Form” to their supervisor for approval. The form will allow volunteers to identify their shift preference for “Option 1” or “Option 2.”
 8. Eligible employees who choose not to participate in the Trial Program shall remain on their current work schedule.
 9. The City shall consider classification seniority and the qualified participating employee’s preference for “Option 1” or “Option 2” when establishing shift assignments. However, final assignments shall be determined by the City based upon by operational need and each employee’s skill, knowledge, and ability. The Division Manager or designee shall determine both operational need and whether an employee is qualified under this paragraph.
 10. During the first year of the Trial Program, the City shall honor participating employees’ time off requests approved prior to implementation.
 11. The City’s approval of an employee’s participation in the Trial Program and/or the shift assignments made pursuant to this LOU are not subject to the grievance procedure. However, employees who are denied participation or denied their preferred shift may request a review of their individual circumstances by submitting an email detailing their specific concerns within seven (7) calendar days to the Department Director, or designee. The Department Director will review the details of the employee’s concerns and provide the employee a written response within seven (7) calendar days of receipt. The Department Director’s decision shall be final.
 12. Employees participating in the Trial Program may request to revert back to a traditional 5/8 or 9/80 work schedule by providing written request through their chain of command. Requests will be approved based on operational need and will occur on the start of a new pay period within sixty (60) calendar days after their

request has been received by the City. The City will make a reasonable effort to honor any previously approved vacation(s)/time off request(s) made prior to the employee's decision to revert back to a traditional 5/8 or 9/80 schedule.

13. Shift trades will not be permitted. Employees who need to take time off must follow all applicable policies and procedures to utilize their leave balances.
14. Overtime shall be compensated pursuant to the overtime provisions of the FLSA and the Memorandum of Understanding (MOU).
15. For employees participating in the Trial Program, if a recognized holiday falls on the employee's scheduled day off, the employee shall receive holiday credit for the hours of the holiday benefit, up to a maximum of eight (8) hours.
16. Either party may terminate this Agreement in its entirety by providing the other party with sixty (60) calendar days' written notice.
17. At the request of either party, the City and the Union will meet and discuss the impacts of either party's decision to terminate or alter this Agreement. The obligation to meet and discuss shall not delay termination of this Agreement, nor delay employees reverting back to a traditional 5/8 or 9/80 work schedule. The City will make a reasonable effort to honor any previously approved vacation(s)/time off request(s) made prior to the decision to terminate the Agreement.
18. Unless terminated pursuant to Paragraph 16, the Trial Program shall begin on October 7, 2023. Annual extensions shall be by mutual agreement.

This Agreement does not establish precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Department of Utilities or the City of Sacramento except as expressly stated herein.

This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.

If this is your understanding of the Agreement reached, please sign and date as indicated below.

(Signatures continued on next page)


Sincerely,



Chee Khang 11/06/2023
Labor Relations Officer


FOR THE CITY:

AGREED TO:



Pravani Vandeyar 11/06/2023
Department of Utilities Director

AGREED TO:



Aaron A. Donato 11/06/2023
Labor Relations Manager

AGREED TO:



Shelley Banks-Robinson 11/07/2023
Human Resources Director

FOR THE UNION:



Tom Aten 11/21/23
Business Representative, Local 447

Tod Schiavo
Business Manager, Local 447



APPROVED AS TO FORM:



Brett M. Witter 11/20/2023
Assistant City Attorney