

City of
SACRAMENTO

and

**International Union of Operating Engineers,
Stationary Engineers, Local 39**

Labor Agreement

**Covering All Employees In The Operations and
Maintenance, Office and Technical,
And Professional Units**

2023 - 2025

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

- a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Operations and Maintenance, Office and Technical, and Professional Units, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.
- b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Operations and Maintenance, Office and Technical, and Professional Units shall be covered by this Agreement except as hereinafter provided. Additionally, any career employee covered by this Agreement who accepts a temporary appointment to a classification outside this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining units represented by the Union.

The following terms are defined as used throughout this Agreement:

Career Employees: Those employees having either probationary or permanent status in a classification covered by this Agreement.

Non-Career Employees: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

(+1,040): These non-career employees work, within one year of each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

(-1,040): These non-career employees work, within one year of each date of employment, 1,040 or less hours. Included in this category are all non-career employees who do not fall under the (+1,040) definition.

Probationary Period: Probation is an extension of the hiring process and the employee may be released from probation at any time during the probationary period with no appeal rights.

With the exception of Parking Enforcement Officer; Senior Parking Enforcement Officer; Parking Meter Coin Collector; Parking Lot Attendant; Senior Parking Lot Attendant; and Parking Meter Repair Worker, the probationary period for career employees hired or promoted into or within this unit on or after June 19, 2020, who are employed in classifications covered under this Agreement, whose probationary period was six (6) months shall be twelve (12) months (2,080 regular hours). All relevant job specifications shall be deemed modified to reflect this provision.

Classifications with an eighteen (18) month (3,120 regular hours) probationary period shall remain unchanged.

1.3 CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below Step 1, as applicable, of the salary range of the career classification, as shown in the current salary schedule. (For example, if the "1" step hourly rate of pay is \$9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be \$9.00 minus \$.90 or \$8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

- a. This Agreement when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.
- b. If during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.
- c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

- a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; and (2) the insurance

premiums for plans sponsored by the City or the Union, not to exceed three (3) insurance deductions per member.

b. All the above payroll deductions shall be subject to the following conditions:

- (1) Such deductions shall be made pursuant to the terms and conditions set forth using the dues authorization form agreed to by the City and the Union and shall include:
 - (a) Employee full name
 - (b) Employee eCAPS ID number or last four digits of their Social Security number
 - (c) Amount or percentage of wage for monthly membership dues and/or initiation fee
 - (d) Additional Union sponsored deductions (e.g., life insurance)
 - (e) Any additional necessary information
- (2) Any changes or modifications to the authorization form shall be agreed upon between the City and Union.
- (3) The authorization form for deductions shall be completed and submitted by the Union to the Payroll Division, Department of Finance.
- (4) Such deductions shall be made only upon submission of the authorization form by the Union to the Payroll Division, Department of Finance.
- (5) When changes in rates affect large groups of Union members, the Union may, in lieu of utilizing the dues authorization form, notify the Labor Relations Division, Department of Human Resources of the new rate and clearly define the group(s) of Union members who are affected.
- (6) The Union is responsible for submitting the dues authorization form to the Payroll Division, Department of Finance, any changes in the amounts to be payroll deducted from the paychecks of employees who have so authorized.
- (7) Dues deductions shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.
- (8) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll

deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.

- (9) Deductions and authorizations shall be separated by type of deduction (e.g., Union membership dues, initiation fees, insurance premiums) and by payee.
- (10) Unless notified in writing by the Union of an employee's request to cancel their dues deductions, the City will continue to deduct union dues, and/or any additional deduction(s) noted. Notification of cancellation will be made utilizing the dues authorization form, notating in the "Additional Information," or "Action," column that it is a "Membership Cancellation."
- (11) The City shall make the Union's requested dues changes, enroll new members, and/or cancel existing membership as soon as practicable, not to exceed a period of thirty (30) calendar days following notification.
- (12) The City will remit to the Union a check for all of the deductions.
- (13) The Union shall indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, initiation fees, or insurance or other programs sponsored by the Union.
- (14) In the event there is a change in the law whereby any provision in this Section becomes invalid, or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question. Upon occurrence of such an event, the parties shall meet and confer as soon as practicable regarding the invalidated or amended provision(s).
- (15) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, or other payment that existed at the time of layoff, as appropriate.

4.2 TIME OFF FOR UNION BUSINESS

City employees covered by this Agreement who are serving current terms as members of the Union's Local 39 Executive Board may be allowed three (3) days per month of City time to conduct Union business if such request is made by the Business Representative of Local 39 to the Director of Human Resources with at least forty-eight (48) hours advance notice. The Director of Human Resources shall have the right to deny such requests.

4.3 BULLETIN BOARDS

- a. In addition to providing the Union with a locked bulletin board at City Hall, space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:
 - (1) Union recreational and social activities
 - (2) Union steward elections
 - (3) Union appointments and results of Union elections
 - (4) Union meetings
- b. Such other notices as may be mutually agreed upon by the Union and the Department of Human Resources. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be no larger than three (3) feet by four (4) feet.

4.4 LIST OF NEW EMPLOYEES

At least every thirty (30) days, the City shall provide the Union with a list of employees who are employed in classifications represented by the bargaining unit.

To the extent it is known, information shall include: name; classification date; job title; department; work location; work, home, and personal cellular phone numbers; personal email address; and the home address of each employee.

4.5 STEWARDS

- a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Human Resources, together with any changes thereto.
- b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the City. The Union will not exceed a ratio of one (1) Steward to every fifty-five (55) represented employees.
- c. Stewards shall not conduct Union or representational activities on City time unless prior approval is expressly granted by City management.

4.6 USE OF CITY INFORMATION SYSTEMS

- a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for such mail shall contain the following information: Steward's name,

Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

- b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of department management, have reasonable use of City email to fulfill their role as a Steward.
- c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

4.7 NEW EMPLOYEE ORIENTATION

- a. Unless otherwise agreed in advance, Union Business Representatives, or their designees, shall be provided up to fifteen (15) minutes to attend the City's regularly scheduled new-employee orientations so that they may provide information about the Union and the labor agreement.

The new-employee orientation schedule, and the reserved fifteen (15) minutes of time for the Union's representative(s) to attend, shall be established by the City. The City shall make a reasonable effort to provide the Union with at least forty-eight (48) hours' notice of changes to the regular schedule.

- b. The Union shall be permitted to have one (1) Union steward attend the new employee orientation so long as their absence from their assignment does not unduly disrupt the operation of the City and the steward obtains their supervisor's authorization. The steward shall be on City-paid Union release time for up to one (1) hour of regular time; release time shall not create an overtime obligation.

The Union may have only one (1) steward on City-paid release time regardless of the Unit they are in (i.e., Miscellaneous, Plant Operators, General Supervisors).

The City may terminate section 4. 7(b) by providing written notice to the Union within thirty (30) calendar days of the expiration of this Agreement.

- c. Within ninety (90) days of adoption of this Agreement, at the Union's written request, the City and the Union agree to meet and discuss new-employee orientations. Absent agreement, the City's current new-employee orientation process shall remain.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

The City and the Union agree to implement the following grievance procedure.

No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative, the thirty (30) calendar day time limit for filing grievances may be extended.

5.2 PURPOSE

- a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the City Charter vests jurisdiction elsewhere.
- b. The purposes of this procedure are:
 - (1) to resolve grievances informally at the lowest possible level;
 - (2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 DEFINITIONS

A grievance is a good faith complaint of one (1) or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement.

- a. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.
- b. As used in this procedure, the term "party" means an employee, the Union, the City, or their authorized representatives.
- c. The employee retains all rights conferred by Sections 3500 et seq., of the Government Code or Rules and Regulations of the Civil Service Board unless waived by such employee.

5.4 STEP ONE

An employee who believes they have cause for grievance may contact their supervisor alone. An employee who believes they have cause for grievance may contact their supervisor with their Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- b. The remedy or correction requested of the City.
- c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.
- d. The grieving employee's Division Head or designee shall give their answer to the grievance in writing within fourteen (14) calendar days from the time they received the grievance in writing. The answer by the Division Head or designee shall include the following:
 - (1) a complete statement of the City's position and the facts upon which it is based;
 - (2) the remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within fourteen (14) calendar days after receipt of the City's Step One response. The hearing of the grievance will be held within fourteen (14) calendar days of the second step appeal. The Union representative and designated Departmental representative will meet in an effort to settle the matter. The City's answer will be made fourteen (14) calendar days after the hearing is held. The employee has fourteen (14) calendar days after receiving the City's Step Two response to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

- a. The Union's representative and the designated representative of the City will meet to hear a grievance appealed to the third step.
- b. Grievances of a general nature pertaining to matters not normally decided by Shop or Unit supervisory personnel may be presented directly to the third step.
- c. Grievances appealed to the third step of the grievance procedure shall be heard within fourteen (14) calendar days after the appeal to the third step of the grievance procedure.
- d. A written answer will be made within fourteen (14) calendar days after the hearing, stating the City's position.

5.7 ARBITRATION

If the third step answer is not satisfactory, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the Labor Relations Manager by the Union within fourteen (14) calendar days from the date of the third step answer.

- a. An arbitrator may be selected by mutual agreement between the Union representative and the Labor Relations Manager, or designee.
- b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall alternate striking names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.
- c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding.
- d. The fees of the arbitrator and the court reporter if used will be borne equally by the Union and the City.
- e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.
- f. If the City does not meet time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.
- g. The Union District Representative or designee shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

The salary schedule shall consist of eight (8) steps with five percent (5.0%) between steps.

6.2 SALARIES

- a. Effective September 23, 2023, all salary steps shall be increased by six percent (6.0%).

This increase to all salary steps will be implemented within sixty (60) calendar days after the adoption of this Agreement by City Council. Only those employees who are on the payroll and who are employed in a classification covered by this Agreement on the date of implementation will receive the increase retroactively.

- b. Effective July 13, 2024, all salary steps shall be increased by four percent (4.0%).

ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointment to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

- (1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.
- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

- (3) An employee who has completed the required probationary period in their current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

Except as provided herein, this Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in-Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the appointing authority. Employees in the civil service who are denied advancement, or who are reduced in-grade, shall have the right to appeal to the Civil Service Board in accordance with its Rules and Regulations. (This subsection shall not apply to non-career employees.)

c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

- (1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.
- (2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986, because the period April 12, 1986, to July 4, 1986, is included in determining the salary step eligibility date.
- (3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the

employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

- (4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.
- (5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

b. Movement to Another Position in the Same Classification or to a Classification with the Same Salary Range

When an employee moves to another position in the same classification or to another classification with the same salary range, the employee shall maintain the same salary and same anniversary date.

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of each employee in the classification shall be adjusted to the step in the new range which corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

- a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid and shall be credited with the duration of time spent in their salary step paid at the time of departure. The period of time separated from City service shall not be included in the calculation of the anniversary date for future in-grade salary adjustments.
- b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

Whenever the salary of an employee exceeds top step of the salary range established for a classification, such salary shall be designated as a "Y-rate". During such time as an employee's salary remains above the top step, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate", and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. In the event an employee is "Y-rated" below top step, as applicable, the employee shall be permitted to advance to the maximum step of the original range.

7.7 SALARY CONTINUATION FOR ABSENCES FOR LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have their salary reduced that day due to insufficient accrued, usable leave. This provision shall apply only to employees in the Professional Unit.

7.8 LONGEVITY PAY

Employee eligibility for longevity pay as provided in [Section 108 of the City Charter](#) shall be determined by an employee's City Service Seniority as defined in Article 15,

Layoff, Section 15.2(b)(2). The amount to be paid annually on the second check in July after twenty (20) years of City service shall be one hundred dollars (\$100.00), and after twenty-five (25) years of City service, an additional two hundred dollars (\$200.00), for a total of three hundred dollars (\$300.00). The parties acknowledge that Longevity Pay is provided in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provision of this Agreement regarding Longevity Pay.

Longevity Pay as provided in this Section shall be reported to CalPERS in a manner consistent with CalPERS rules for reporting special compensation, as amended.

7.9 LIVING WAGE MEETING

Within ninety (90) calendar days of adoption of this Agreement by the City Council, at the written request of the Union, the parties agree to meet and discuss the recruitment and retention challenges facing the City's lowest wage classifications represented by Local 39. Any change shall require mutual agreement between the parties.

ARTICLE 8 – HEALTH AND WELFARE

8.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

- a. The City shall administer a Cafeteria Plan (Plan) for employees consistent with Section 125 of the [Internal Revenue Code](#). The details of Plan eligibility and operational requirements are set forth in Plan documents. The City shall make contributions (City dollars) as defined below. One-half (1/2) of the City contributions will be made to eligible employees on the first two (2) paychecks (Eligible Paycheck) in each month for insurance coverage the first and second halves of that month, respectively.
- b. Eligible employees shall receive a City contribution for each Eligible Paycheck on which the employee is paid for forty (40) or more hours. Employees who are paid less than forty (40) hours on an Eligible Paycheck may continue elected coverage limited to the City's medical, dental, and vision, plans for up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.
- c. The amount of City contribution for each of the first two (2) paychecks of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

- d. Notwithstanding Section 8.1(b) and 8.1(c), eligible employees shall continue to receive a City contribution for each Eligible Paycheck during (1) an approved protected leave of absence, if required by state and federal law; or (2) while suspended from service without pay.
- e. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

- a. The City shall contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City contribution shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) paychecks of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.
- b. To be eligible for City contribution under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each paycheck. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's first two (2) paychecks each month the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's first two (2) paychecks each month cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

- a. Employees Enrolled in an Account-Based Health Plan (ABHP)
 - (1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).
 - (2) Employees enrolled in an ABHP shall receive the same City contributions as specified in Section 8.3(b), below. To the extent the premium for the ABHP is less than the City contributions outlined in Section 8.3(b), below, any excess City contribution shall be credited to the employee's HSA to the extent allowed by law.

b. Employees Not Enrolled in an ABHP

- (1) Effective the pay period beginning December 18, 2021, for full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$838.00 per month.
 - (2) Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$955.00 per month.
 - (3) Effective the pay period beginning December 18, 2021, for full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,333.00 per month.
 - (4) Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,520.00 per month.
 - (5) Effective the pay period beginning December 18, 2021, for full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$1,777.00 per month.
 - (6) Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$2,026.00 per month.
- c. Employees not enrolled in a City-sponsored medical plan shall receive up to \$747.00 per month to purchase City-sponsored dental and vision coverage.
- d. Part-time employees shall be prorated as indicated in subsection 8.1(c).
- e. Effective the first paycheck of 2025 for plan year 2025, the City shall contribute fifty percent (50%) of the first fifty dollars (\$50.00) of premium increases, up to a total City dollar maximum contribution of twenty-five dollars (\$25.00) per month, toward the cumulative total increase in premiums, from plan year 2024 to plan year 2025, of the benchmarked twenty-five dollar (\$25.00) Kaiser HMO, Delta Dental PPO, and VSP basic vision plans. The employee shall be responsible for any premium increase(s) which exceed this amount.
- f. If all City bargaining units agree to the change, employees who are eligible to receive the City contribution who do not provide proof of other group medical coverage or do not enroll in City medical coverage within thirty (30) calendar days of being eligible for the City's contribution shall be enrolled in the lowest cost ABHP medical plan for employee only coverage. If all City bargaining units do not agree to the change, the City will continue to enroll such

employees in the lowest cost traditional HMO medical plan for employee only coverage.

- g. Employees shall not receive any unused portion of the City contribution as cash.

8.4 COVERED DEPENDENTS

- a. An employee who has a domestic partner, and has a notarized City provided “Declaration & Understanding of Partnership Status for City of Sacramento Employee Health Benefits” dated on or before December 5, 2017, may cover the domestic partner under the employee's City-sponsored medical plan. The employee's contribution for the premium cost for the domestic partner coverage will be made on an “after tax” basis.
- b. An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children, under the employee's City-sponsored medical plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in Section 8.3.
- c. The following eligible dependents qualify to be enrolled on a City medical, dental, or vision plan: lawfully married spouse or registered domestic partner; children up to age 26 who are an employee's natural child, stepchild, adopted child, or the natural or adopted child of an employee's spouse or registered domestic partner; children up to age 26 who are placed under the legal guardianship of an employee, the employee's spouse, or employee's registered domestic partner; children under the age of 26 in which the City has received notice of a Qualified Domestic Relations Order of Required Coverage; and disabled unmarried children over the age of 26 who reside with the employee. The definition of a dependent child for purposes of medical insurance shall also be in accordance with the Patient Protection and Affordable Care Act.
- d. An employee covered as a dependent of another City employee may not enroll in a City medical plan but may enroll in a City dental or vision plan.

8.5 CASH-BACK LIMITS

- a. The cash-back of City dollars shall be limited to \$200.00 per month for career employees who have waived City-sponsored medical insurance continuously since June 29, 2012. Part-time employees shall be prorated as indicated in subsection 8.1(c).
- b. New employees or employees who were not receiving the cash-back as of June 29, 2012, shall not be eligible for any cash-back.

- c. Employees transferring to classifications covered by this Agreement who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored medical insurance.

8.6 LIFE INSURANCE

- a. The City provides basic life insurance in an amount of \$20,000 to each eligible career employee at no charge. Employees may purchase, at their expense, additional life insurance of \$30,000.
- b. Employees may also purchase, at their expense, supplemental life insurance at an amount of up to three (3) times their annual salary, subject to limitations specified by the insurance carrier.

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:

- a. Out-of-pocket costs for City-sponsored health, dental, and vision insurance plans;
- b. Unreimbursed health care expenses; and
- c. Dependent care reimbursement.

The City shall provide a summary of IRS rules on flexible spending limits during each open enrollment to both the employees and the Union.

8.8 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City-paid retiree insurance contributions for medical, dental, and vision insurance benefits under the following provisions:

- a. The maximum City contribution towards the purchase of medical, dental, or vision insurance for retirees is \$300.00 per month for the retiree. A retiree with a dependent enrolled on the retiree's medical plan shall receive an additional sixty-five dollars (\$65.00) per month. Retirees shall not receive any unused portion of the City contribution as cash.
- b. Employees Retiring On or After July 1, 1992
 - (1) Except as provided below, to be eligible for the City's retiree insurance contribution the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and age fifty (50).

- (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree health insurance contribution and dental benefit effective with the date of retirement without regard to age.
 - (3) The City's retiree insurance contribution shall be as follows:
 - (a) Employees with a minimum ten (10) full years of City service but less than fifteen (15) full years of City service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection 8.8(a) above.
 - (b) Employees with a minimum fifteen (15) full years of City service but less than twenty (20) full years of City service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum retiree insurance contribution identified in subsection 8.8(a) above.
 - (c) Employees with a minimum of twenty (20) full years of City service shall be eligible for up to one hundred percent (100%) of the City's maximum retiree insurance contribution identified in subsection 8.8(a) above.
 - (4) There shall be no City-paid retiree insurance contribution or dental benefit for retirees with less than ten (10) full years of City service.
 - (5) An employee who does not retiree from the Sacramento City Employee Retirement System (SCERS) or the California Public Employee Retirement System (CalPERS) within one-hundred twenty (120) days from the date of separation from City service shall not be eligible for the City's retiree insurance contribution and may not enroll in a City medical, dental, or vision plan.
- c. Retiree Insurance Contribution for Persons in Deferred Retirement Status As of January 1, 1991

Employees who have elected a deferred retirement prior to January 1, 1991, and who then elect to retire on or after July 1, 1992, and before December 5, 2017, shall be eligible to the City's retiree insurance contribution and dental benefit as follows:

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty percent (50%) of the City's retiree insurance contribution as identified in subsection (a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection (a) above.

- (3) Retirees must be at least fifty (50) years of age.
- (4) There is no eligibility for retiree insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection 8.8(b) above.

d. Pre-Medicare Eligible Retirees

Retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored medical plan or purchase an individual medical plan. A retiree who elects to purchase a medical plan not sponsored by the City shall be eligible to reenroll in a City-sponsored health plan within two (2) consecutive plan years of waiving City coverage.

e. Retiree Insurance Contribution Exclusion

Retirees who participate in another group medical plan as an employee or dependent spouse shall not be eligible for the City contribution outlined above.

f. Industrial Disability or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivors will be entitled to one hundred percent (100%) of the City-paid health insurance contribution and dental benefit for retirees regardless of years of service.

g. Survivor Dependents Benefits

Survivor dependents of eligible retirees shall continue to receive the retiree insurance contribution of up to \$300.00 for the survivor only, or up to \$365.00 for the survivor and an eligible dependent.

“Eligible dependent,” as used in this Section, is defined as a dependent who was eligible to be enrolled on the retiree’s benefit plan at the time of the retiree’s death.

h. Medicare Supplement

In order to maintain eligibility for the City retiree health insurance contribution, each eligible retiree and dependent shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.

i. Limitation Clause

No employee or retiree shall have any rights provided by section 8.8 (Retirees or Survivor Dependents) after September 19, 2025.

j. Elimination of Retiree or Survivors Dependents Benefits for Employees Hired After June 30, 2012

Unless otherwise required by law, no employee hired, reemployed, or rehired on or after June 30, 2012, shall be eligible for any of the benefits provided in Section 8.8 (Retirees or Survivor Dependents). Employees being recalled from layoff, reinstated consistent with the Rules and Regulations of the Civil Service Board, Rule 10.6, or transferring to classifications covered by this Agreement after June 30, 2012, shall be eligible for the benefits provided by Section 8.8 only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of layoff, reinstatement, or transfer.

k. Resuming Retiree or Survivor Dependents Benefits for Eligible Personnel who Unretire from City Service and Subsequently Re-Retire from City Service On/After September 23, 2023

Individuals retired from classifications represented by the Union who are eligible for retiree or survivor dependents benefits under Section 8.8 shall have these benefits suspended if they elect to unretire and return to active employment with the City of Sacramento.

Notwithstanding Section 8.8(j), upon re-retirement from a classification represented by the Union, retirees who were eligible for retiree or survivor dependents benefits under Section 8.8 at the time of their first retirement, shall receive the City contribution to which they were entitled to upon their original retirement date. Years of service during the employee's return to active employment will not be used to determine any employee's entitlement to the City's retiree insurance contribution under Section 8.8.

Example: An employee retires from a classification represented by the Union with fifteen (15) years of City service. The employee is eligible for 75% of the City's retiree insurance contribution. The individual unretires and works in a Union represented classification for another ten (10) years. When the employee re-retires, the employee is only eligible for the fifteen (15) year contribution amount, irrespective of any additional years of service worked for the City.

ARTICLE 9 – HOURS OF WORK AND SELECTION OF VACANCIES

9.1 WORKDAY, WORKWEEK

- a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said

seven (7) day period. This paragraph does not apply to non-career employees.

- b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4), ten (10) hour workdays; five (5) eight (8) hour workdays; or a 9-80 workweek schedule consisting of four (4), nine (9) hour workdays, four (4), nine (9) hour workdays, and one (1), eight (8) hour workday during an eighty (80) hour bi-weekly period. The City shall discuss with the Union thirty (30) days in advance of implementation of the four (4), ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Union.
- c. All employees covered by this Agreement, except those employees on a straight eight (8) hour workday, shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the work shift. If an employee is required to work during their lunch period, and if no alternate lunch period is taken, at the approval of the employee's supervisor said time shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay if the time worked exceeds that of their scheduled work shift. This paragraph does not apply to non-career employees.
- d. Employees shall be given at least ten (10) workdays' notice prior to a permanent change in their assigned hours of work. If an employee's shift or days off are changed without the above notification, they shall be paid the one and one-half (1 ½) times the employee's regular rate of pay for all time worked on the first day of the new shift. This paragraph applies to career employees and to those non-career (+1,040) employees who have a permanent shift schedule. Every effort will be made to give employees as much notice as possible for any change of shift or days off.

9.2 TEMPORARY ASSIGNMENT AND SHIFT CHANGES

- a. When a temporary assignment arises within twenty-four (24) hours of the shift, the supervisor shall assign an employee to cover the work as required by the needs of the operation.
- b. When a temporary assignment arises within the pay period and there is advance notice of the assignment, the supervisor may solicit and select from qualified volunteers provided that there is no disruption in meeting the business needs of the operation. If there are no volunteers, the supervisor shall designate an employee to work the assignment.

- c. Employees may voluntarily, and with the mutual agreement of their Department Head, or designee, flex their shift(s) to meet the needs of the operation. These voluntary shift changes shall not require the payment of overtime; however, the City shall not change an employee's shift involuntarily to avoid the payment of overtime. This provision may be cancelled by either party with thirty (30) calendar days' written notice.
- d. When a long-term temporary assignment arises with a minimum of fifteen (15) calendar days' advance notice, the type of work and duration shall be posted for three (3) calendar days. The supervisor shall solicit and select from qualified volunteers provided that there is no disruption in meeting the business needs of the operation. If there are no volunteers, the supervisor shall designate an employee assignment.
- e. To the extent possible, the supervisor will seek to distribute temporary assignments among all qualified employees.
- f. There are operations with multiple functions which may be assigned and/or reassigned based on the function priority and operational need of the organization. Insofar as it is reasonable, the expressed assignment preferences of employees shall be considered when making such assignments/reassignments provided that there is no disruption in meeting the business needs of the operation.
- g. Every effort will be made to give employees as much notice as possible for any temporary change of assignment or shift.
- h. Recycling and Solid Waste

When a Recycling and Solid Waste employee who is assigned to a route has noticed the City that they will be off work for four (4) or more work weeks on a City-approved leave of absence, the City shall post the vacancy for four (4) calendar days as a temporary bid for floating employees, which are employees who do not have a designated route. When the employee who is on leave returns to work, the floating employee shall return to floating status. If the employee on leave separates from City service, promotes, or transfers, then the vacancy becomes permanent and shall be subject to the standard post and bid requirements.

9.3 FILLING PERMANENT VACANCIES

- a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days. The posting shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The

manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term “first consideration” does not mean that the employees requesting transfer to the vacant position have first priority to the job, nor does it require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

- b. In the event more than one (1) qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal.
- c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal, or sibling relationship.
- d. A vacancy or vacancies resulting from an assignment made hereunder may not be subject to this procedure.
- e. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational, and personnel needs of the departments.
- f. This Section does not apply to non-career employees.

9.4 REST PERIODS

- a. Each employee covered by this Agreement will be afforded rest periods. These rest periods will be as currently administered by their respective departments.
- b. The length of the rest periods will be fifteen (15) minutes during the first half of an employee’s work shift, and fifteen (15) minutes during the last half of an employee’s work shift, unless the City and the Union agree otherwise in writing. Non-career employees shall be entitled to a fifteen (15) minute rest period during every four (4) hours of scheduled work.
- c. The City shall notify employees or post in each work location a policy statement regarding when rest periods shall be taken. In the event it is deemed necessary to change an established rest period within a work organization, notification will be given to the Union prior to implementing such change.

9.5 VOLUNTARY WORK FURLOUGH PROGRAM

Full-time career employees may participate in a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this Citywide program.

ARTICLE 10 – OVERTIME COMPENSATION

10.1 OVERTIME/COMPENSATING TIME OFF (CTO)

- a. Employees who are required to work in excess of their regularly scheduled shift, which is forty (40) hours per workweek, shall be compensated for such work time at one and one-half (1.5) times their regular rate of pay. With the exception of sick leave, all paid time shall count as time worked for the purposes of calculating overtime eligibility.
- b. Part-time employees or employees who are regularly scheduled to work fewer than forty (40) hours per workweek, are eligible for overtime compensation at one and one-half (1.5) times their regular rate of pay when they work in excess of forty (40) hours in a workweek. With the exception of sick leave, all paid time shall count as time worked for the purposes of calculating overtime eligibility.
- c. Overtime compensation shall be paid by cash payment. In lieu of cash payment, Compensating Time Off (CTO) may be earned by mutual agreement between the employee and the appointing authority or designee. The scheduling of CTO use must be approved in advance by the appointing authority or designee.
- d. Employees may accrue up to one hundred sixty (160) hours of CTO. The City may cash out CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.
- e. Overtime work shall be distributed equally insofar as possible among qualified career employees engaged in the same activities or any one classification in accordance with the criteria established herein.
- f. The City shall determine which employees are qualified for overtime based on the following factors:
 - (1) Employee classification
 - (2) Job location

- (3) Shift
- (4) Completion of started assignment
- (5) Emergency
- (6) Desire to work overtime
- (7) Employee availability
- g. The City shall review its distribution of overtime every three (3) months. It is understood that the nature of certain work assignments does not easily permit equal distribution of overtime, and in such cases exception may be made to equal distribution. Disputes over equal distribution of overtime may be resolved pursuant to the grievance procedure.
- h. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.
- i. Out-of-class incentive and/or night shift differential shall be included when calculating an employee's overtime rate of pay for all actual hours worked in said assignment.
- j. Cash-back provided to employees who opt-out of City sponsored medical insurance as provided in Section 8.5, Cash-Back Limits, shall not be included in the employee's regular rate of pay when determining such rate for contract overtime.

10.2 COURT OVERTIME

a. Court Overtime

- (1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in their capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.
- (2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty during the time of their appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half the employee's base rate of pay, plus applicable incentives, or the actual amount of time spent in court, whichever is greater.

- (3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.
- (4) When an employee works a graveyard shift that ends at or after 7:00 a.m., and is required to make a morning court appearance on the same day, the employee shall receive court overtime pay at time and one-half the employee's base rate of pay, plus applicable incentives, beginning at the end of the employee's shift. The employee shall use the time to the maximum extent possible to travel to and prepare for the court appearance.
- (5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half the employee's base rate of pay, plus applicable incentives, for a minimum of two (2) hours for such court appearance.
- (6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both their immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. Telephone Standby Time

- (1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor, of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for only those hours that the court is actually in session.
- (2) There shall be no telephone overtime for an employee merely answering their personal telephone.
- (3) This Section does not preclude the employee from contacting the court, District Attorney, their office, or the Court Liaison Office at their own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

Notice of cancellation will be given to employees three (3) hours prior to court or at the end of last shift prior to court. In the event that such notice is given within the three (3) hours, employees will receive two (2) hours of overtime at the rate of time and one-half. Notification to employees prior to three (3) hours will eliminate overtime compensation.

ARTICLE 11 – STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

11.1 STANDBY ASSIGNMENTS

- a. An employee who is required to remain on standby for emergency work shall be paid \$245 per week, or the daily pro rata rate of \$35.00, in addition to their regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at their regular rate of pay, or consistent with Article 10.1, one and one-half (1 ½) times their regular rate of pay, whichever is greater. Non-career employees shall not be on standby for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day, or the 4th of July shall receive twelve (12) hours of holiday credit.
- b. Employees who are issued a City cell phone, laptop, and/or pager are not on standby unless assigned by the appointing authority.
- c. With the exception of sick leave, employees may use any type of authorized leave, including, but not limited to, vacation; CTO; holiday credit; etc., during their standby assignment so long as they remain available for their standby assignment. An employee utilizing sick leave who is unable to work due to a personal illness, shall not receive standby pay for the day(s) out sick. Employees who fall ill after hours while they are on standby, shall notify the Standby Supervisor who will find a replacement for the day(s) the employee is out sick. The standby assignment may resume when the employee returns to work.
- d. If an employee is assigned to standby and receives telephone contacts, and is engaged in a problem resolution which exceeds fifteen (15) minutes, the employee shall receive the two-hour minimum, or actual time worked, whichever is greater. Additional calls within the two-hour period are covered under that minimum time.

11.2 NIGHT-SHIFT PREMIUM PAY

- a. Career and non-career (+1,040) employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated therefore, by payment for

the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

- b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

ARTICLE 12 – LEAVES

12.1 HOLIDAYS

- a. The following shall be the recognized holidays under this Agreement

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

- b. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.
- (2) A part-time career employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

Number of Recognized Holidays In the Workweek	Minimum Number of Paid Hours in the Workweek	
	<u>50% Benefit</u>	<u>100% Benefit</u>
.5	18	28.8
1.0	16	25.6
1.5	14	22.4
2.0	12	19.2

An employee paid for less than the minimum number of hours required for the 50% benefit shall receive no recognized holiday benefit.

- (3) Notwithstanding any provision of this Section, non-career (-1,040) employees who work in classifications which have only an hourly rate of pay as set forth in the current salary schedule shall not receive recognized or floating holiday benefits.

c. Monday-Friday Schedule

If an employee's scheduled days off are Saturday and Sunday during a standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- (3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

If an employee's scheduled days off are other than Saturday and Sunday during the standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.

- (3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Alternative Monday-Friday Schedules

- (1) For employees who work a Monday through Friday alternative work schedule, including but not limited to 9/80 or 4/10, if the 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.
- (2) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

f. Holiday Benefit for Employees in Classifications Which Accrue Holiday Time

- (1) The number of recognized holiday hours for full-time career employees in a classification designated to accrue holiday time shall be one hundred and twelve (112) per calendar year which shall accrue at 4 hours, 40 minutes on each of the first two (2) paychecks each month..
- (2) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee, shall accrue recognized holiday credit based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% accrual; 40-63.9 hours paid = 50% accrual.
- (3) The following classifications shall accrue holiday credit:
 - Evidence and Property Technician/Senior Evidence and Property Technician
 - Parking Lot Attendant/Senior Parking Lot Attendant
- (4) Employees who accrue holiday time may accumulate holiday credit up to a maximum of eighty (80) hours. Thereafter, all accrued holiday time in excess of eighty (80) hours in any bi-weekly pay period shall be paid to the employee at their straight-time hourly rate. Holiday credit may be taken by the employee at the discretion of the Department Head. Employees may use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, all employees, except those employees covered under subsection (f), shall receive the equivalent of two (2) floating holidays per calendar year accrued as follows:

- (a) Full-time career employees shall accrue forty (40) minutes of floating holiday on each of the first two (2) paychecks each month, as long as the employee is in paid status for forty (40) or more hours on the paycheck that the accrual would occur.
- (b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% accrual; 40-63.9 hours paid = 50% accrual.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.
- (b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday. All floating hours accrued and not used in excess of eight (8) hours shall be paid to the employee at the employee's straight-time hourly rate of pay on the final paycheck of the calendar year in which it was earned.
- (c) An employee terminating for any reason shall be paid for all accrued floating holiday time at the straight-time hourly rate.

(3) Close Operations/Conversion of Floating Holiday

The City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one (1) floating holiday. The City agrees to meet and confer on the impacts associated with the implementation of the conversion of the floating holiday to the extent required by law.

h. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two (2) four (4) -hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

12.2 VACATION

a. Vacation Leave Accrual

- (1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year which shall accrue at three (3) hours, twenty (20) minutes on each of the first two (2) paychecks each month.
- (2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year which shall accrue at five (5) hours on each of the first two (2) paychecks each month.
- (3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year which shall accrue at six (6) hours, forty (40) minutes on each of the first two (2) paychecks each month.
- (4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.
- (5) An employee's maximum accrual of vacation shall not exceed four hundred and eighty (480) hours. Accrual shall be suspended until the balance is brought below the maximum accrual amount. Accrual will resume on the applicable paycheck following the paycheck in which the balance is brought down.

- b. Employees who are eligible to receive a cash payment in-lieu of vacation leave, as provided in Section 107(d) of the Sacramento City Charter, may make an irrevocable election to receive such payment by foregoing the same number of vacation hours in the calendar year following the election. Notification of the election must be made to the Payroll Division, Department of Finance, in writing by November 30. The in-lieu payment will be made to the employee on the last paycheck in March of the calendar year following the election. Payment shall be made at the straight time hourly rate of pay the employee is receiving at the time payment is made. If the employee electing the in-lieu payment separates from City employment for any purpose before

receiving the in-lieu payment, the employee forfeits any right to receive the payment, but will instead have their vacation leave balances credited with the amount of hours that would have accrued from January 1 to the last day of employment.

c. Integration of Vacation with Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or they return to work. This provision also applies to any accrued leave with the exception as noted in 12.4 Sick Leave.

d. Vacation Scheduling

- (1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern where more than one employee bids for the same period. In case of a tie, the employee with the greatest amount of continuous City service shall be senior.
- (2) Non-career (+1,040) employees shall be eligible to bid for vacation after all career employees have bid. Date of last hire shall determine seniority for non-career employees. Non-career employees shall bid for vacation on the basis of said seniority.
- (3) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.
- (4) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or designee. Such request shall not be unreasonably denied.

- (5) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.
- (6) An employee who has bid for and scheduled a vacation of forty (40) hours or more shall provide the Department with a minimum two (2) week notice of cancellation if they later decide not to take the time off. Unless there are operational staffing needs which preclude bidding the time off, the Department shall post the available time for employees to bid consistent with (c)(1) above.
- (7) Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of one (1) hour or more.
- (8) Recycle and Solid Waste – The use of vacation leave by employees in the classification(s) of Integrated Waste Equipment Operator and Senior Integrated Waste Equipment Operator shall be limited per day to a combined total of nine percent (9.0%) of authorized budgeted positions; this calculation shall include seasonal, limited term employees assigned to leaf season pickup. If the number of authorized budgeted positions change, the number of employees allowed off daily will be adjusted to maintain nine percent (9.0%). This calculation shall be rounded to the closest whole number. For example, calculations of .4 and below shall round down and calculations of .5 and above shall round up. Previously approved vacation time will not be cancelled as a result of this adjustment.

The annual bidding shall be by classification seniority in the following order:

1. Senior integrated Waste Equipment Operator
2. Integrated Waste Equipment Operator

Written vacation selection proxies are allowed; however, if an employee fails to proxy their selection, they shall be skipped and placed at the bottom of their seniority in their classification group.

12.3 SICK LEAVE

a. Accrual

- (1) A full-time employee shall accrue sick leave at the rate of four (4) hours on each of the first two (2) paychecks each month which may be used at the discretion of the employee in the event of illness or injury which

is not job-related. In accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the employee's accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

- (2) Employees who have at least four hundred and eighty (480) hours of sick leave on the last day of the pay period ending on or before November 1 in any calendar year, may make an irrevocable election to forego the accrual of not more than twenty-four (24) hours of sick leave during the following calendar year and receive instead, a cash payment for the number of sick leave hours designated in the election.
- (3) Notification of the irrevocable election must be made in writing to the Payroll Division, Department of Finance, between November 1 and November 30. The payment will be made on the last paycheck in May of the calendar year following the irrevocable election. Payment shall be made at the hourly rate of pay the employee is receiving at the time the payment is made.
- (4) If the employee electing the payment is separated from City employment before receiving the payment, the employee forfeits any right to the payment, but will instead have their sick leave balances credited with the sick leave hours the employee would have accrued from the January 1 following the date of election to the last day of employment.

b. Sick Leave Cash-Out/Conversion to PERS Service Credit

(1) PERS

- (a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit upon separation as follows:
 - (i) Eligible employees may receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of their retirement, resignation, or layoff.
 - (ii) Eligible employees with an effective retirement date from PERS within one hundred twenty (120) calendar days of

their separation from City service may also convert any or all of their total sick leave credits accrued, less any payment received pursuant to sub-paragraph (i), above, to PERS service credit as of the date of their retirement consistent with and pursuant to the PERS contract with the City, as amended.

- (iii) Individuals identified pursuant to California Government Code Section 53245 as being the person designated on the employee's "Designation of Person Authorized to Receive Warrants," or in the absence of an identified person pursuant to California Government Code Section 53245, persons entitled by law to the possession of the estate of a deceased employee who was eligible to cash out sick leave credits pursuant to sub-paragraph (i), above, may receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of the employee's death.
 - (b) Employees hired, rehired, or reemployed on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits upon retirement, resignation, or layoff regardless of their years of service. However, employees hired, rehired, or reemployed on or after January 1, 2005, may convert their remaining sick leave balance to service credit consistent with law and pursuant to the PERS contract with the City upon separation of employment for retirement.
 - (c) No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits.
- (2) SCERS

Upon termination of any employee in SCERS eligible to accumulate sick leave credits for reasons of retirement, resignation, and/or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of two (2) years of service,

shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

Any employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of their total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of their accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of their accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

d. Utilization of Sick Leave

Use of sick leave is governed by the Citywide Sick Leave Policy, the Rules and Regulations of the Service Board, Rule 16 and Attachment A to the Rules and Regulations of the Civil Service Board.

e. Administration of Sick Leave

The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits and the Citywide Sick Leave Policy shall apply to all eligible employees.

f. Sick Leave Credit Limitation

Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

g. Sick Leave Verification

Departments shall notify and receive approval from the Citywide Leave Administrator in the Department of Human Resources, Administration Division prior to placing employees on sick leave verification to ensure compliance with appropriate City policies. Employees placed on sick leave verification may request to be removed after six (6) months, or earlier based upon appropriate City policy. If it is determined by the Citywide Leave Administrator in the Department of Human Resources, Administration Division that the employee is in compliance with the policy, the employee shall be removed from sick leave verification. If the employee is not in compliance, the employee may request to be removed on a monthly basis thereafter.

12.4 COURT LEAVE

- a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.
- b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so they will be excused from the shift. If the employee is in court or on jury duty less than one-half of the shift, the employee will be required to work.
- c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, they will be required to use vacation or other leave accruals to cover the shift.
- d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.
- e. When a non-career employee is regularly scheduled to work and is ordered to report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

12.5 PARENTAL LEAVE

- a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:
 - (1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall

have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

- (2) To be eligible for the paid leave an employee hired on or before June 23, 1995, must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995, must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.
 - (3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.
 - (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.
 - (5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
 - (6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.
- b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

12.6 CATASTROPHIC LEAVE PLAN

- a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or compensating time off hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.
- b. All donations shall be made and accepted in writing using City-provided forms.

- c. The donation in any category must be a minimum of eight (8) hours of usable time.
- d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire Suppression (40 hours) schedule shall be adjusted by a factor of 1.4 to 1.
- e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.
- f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.
- g. To be eligible to use donations, an employee must:
 - (1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;
 - (2) have exhausted all usable balances, including sick leave;
 - (3) be on an approved leave of absence.
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:
 - (1) All leave balances, including both donated and accrued leave, are exhausted; or
 - (2) The employee returns to work at their normal work schedule; or
 - (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

- j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.
- k. Used donated leave time shall be subject to the recipient's normal payroll deductions.

12.7 PERSONAL TIME OFF

- a. Full-time career employees who have completed ten (10) full years of City service shall be credited with twenty-four (24) hours of personal time off (PTO). Part-time career employees shall be credited with a prorated amount of time based on their regular schedule. Eligible employees will receive this PTO each year on the paycheck representing the first full pay period that includes January 1.
- b. Employees who separate service and who are subsequently reemployed, pursuant to Article 15.2(b)(5)(a), into a classification covered by this Agreement, will receive credit toward PTO eligibility for their previous years of City service upon successful completion of probation, on a go-forward basis. For purposes of determining eligibility to receive PTO, pursuant to this paragraph, an employee must complete probation prior to January 1 of the calendar year in which it is provided.
- c. Use of the personal time off shall not cause overtime.
- d. Personal time off shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.8 FAMILY MEDICAL LEAVE

- a. The federal and state medical leave acts are applicable to career and non-career employees who have completed the required 1,250 hours of employment prior to the time requested. The City uses a rolling period under the Acts, determining eligibility from the last date of FMLA leave, if applicable.
- b. To apply for a leave the employee must complete the City leave request form available from the Department of Human Resources or the Department support staff. The employee must provide medical verification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.
- c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation at the time leave without pay

commences. The employee may not then resume paid leave until after returning to work.

- d. To the extent allowed by law, federal and state FMLA leaves shall be used concurrently.
- e. The City policy covering FMLA shall be applicable to all employees and may be obtained from the Department of Human Resources.

12.9 STATE DISABILITY INSURANCE (SDI)

- a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.
- b. Eligible career employees may integrate the following accrued City leave balances with SDI:
 - (1) Sick Leave
 - (2) Personal Leave
 - (3) Compensating Time Off (CTO)
 - (4) Holiday Leave
 - (5) Vacation Leave
- c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

12.10 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

12.11 PAID CITY LEAVE (PCL)

- a. Employees who are employed in a classification represented by L39A on January 1, 2022, shall receive a one-time leave bank contribution of thirty-five (35) hours of Paid City Leave. This Paid City Leave shall not expire, and shall have no cash value except as follows:
 - (1) Employees receiving Paid City Leave contribution described in Section 12.12(a) may make an irrevocable election to receive a cash payment in lieu of using the leave. Notification of the election to receive this cash payment must be made to the Payroll Division, Department of Finance, in writing by November 30, 2022. Employees making the irrevocable election shall receive the payment on the paycheck representing the first pay period following their election at the straight time rate of pay they are receiving at the time of payment, less ordinary payroll deductions.
 - (2) Upon separation from City service, employees with a balance of the Paid City Leave described in section 12.12(a) shall receive a payment for the Paid City Leave balance at the straight time rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

ARTICLE 13 – SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

- a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5.0%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. Departments may establish internal tracking and approval systems for out-of-classification pay administration.
- b. Temporary work in a higher classification shall first be offered to qualified career employees who volunteer. If no career employee desires the temporary work in a higher classification, management may assign a career or non-career employee.
- c. Management will seek to distribute temporary assignments in a higher classification among all qualified employees who volunteer, providing that to do so would not cause disruption to the operation.

- d. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

13.2 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of \$1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

In addition, the Department may authorize tuition reimbursement for training through other approved sources.

13.3 FORENSIC IDENTIFICATION CERTIFICATION PAY

- a. Career employees in the classifications of Forensic Investigator I and II who receive certification by the I.A.I. (International Association for Identification) as a Certified Forensic Artist shall receive five percent (5.0%) of their base rate of pay for Forensic Artist Certification Pay.
- b. Career employees in the classifications of Forensic Investigator II and Lead Forensic Investigator shall receive fifteen percent (15.0%) of their base rate of pay for incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in the current salary schedule.
- c. Career employees in the classifications of Forensic Investigator I, II, and Lead Forensic Investigator shall receive a five percent (5.0%) of their base rate of pay for incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in the current salary schedule.
- d. In order to be eligible for the Incentive Compensation Program, eligible employees who possess the Latent Print Examiner Certificate and/or the Bachelor's Degree must place it on file with the Police Department for verification and processing of the incentive compensation to be effective in the next bi-weekly pay period.

13.4 IRRIGATION SPECIALIST PAY

A Park Maintenance Worker II shall receive five percent (5.0%) of their base rate of pay when assigned in writing to perform the Irrigation Specialist duties including, but not limited to, installation and repair of irrigation systems and related "non-energized" equipment.

13.5 SPRAY CREW INCENTIVE

- a. Employees in the classifications of Park Maintenance Worker I and Park Maintenance Worker II who are regularly assigned as members of the pesticide/herbicide spray crew and who possess a valid Qualified Application Certificate in the Right of Way, Landscape Maintenance, or Aquatic category shall receive an additional five percent (5.0%) of their base rate of pay during each full pay period when so assigned.
- b. The Certificate is subject to renewal bi-annually. Any fees or other costs related to obtaining or renewing the Certificate are at employee expense. Training or examination time spent in obtaining the Certificate shall either be during non-working hours or while on approved personal leave, including vacation, CTO, or holiday time.
- c. The incentive is payable only during those pay periods when a current valid certificate is on file in the Department of Youth, Parks & Community Enrichment during the entire pay period.

13.6 PLAYGROUND INSPECTOR INCENTIVE

- a. Employees in the classifications of Park Maintenance Worker II or Park Maintenance Worker III who are regularly assigned playground inspector duties and who possess a valid Certified Playground Safety Inspector (CPSI) Certificate shall receive an additional five percent (5.0%) of their base rate of pay during each full pay period when so assigned.
- b. Any fees or other costs related to obtaining or renewing the Certificate are at employee expense. Training or examination time spent in obtaining the Certificate shall either be during non-working hours or while on approved personal leave, including vacation, CTO, or holiday time.
- c. The incentive is payable only during those pay periods when a current valid certificate is on file in the Department of Youth, Parks & Community Enrichment during the entire pay period.

13.7 WATER TREATMENT CERTIFICATION

Employees in the Department of Utilities in the classifications of Instrument Technician Trainee, Instrument Technician I, Instrument Technician II, and Process Control System Specialist shall receive a one hundred twenty-five (\$125.00) dollar per month incentive for maintaining a valid Water Treatment Grade 2 (T-2 water) certification or higher. The employee will begin receiving the incentive within thirty (30) days after providing a valid copy of their T-2 water certification to the Department. The City will pay the cost of certification for an employee to receive a T-2 water certification.

13.8 MAINTENANCE WORKER ASSIGNMENTS IN SOLID WASTE

Employees in the classifications of Maintenance Worker and Senior Maintenance Worker shall receive assignment pay of five percent (5.0%) of their base rate of pay when assigned to work in Recycling and Solid Waste.

13.9 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the City will provide the needed CEUs on-duty.

When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee to attend on City time. Such request shall not be unreasonably denied.

13.10 REQUIRED LICENSES AND CERTIFICATIONS

a. An employee who is required to maintain, or who obtains for City benefit, a crane or boom operator license, a notary registration, or a WC ISA certified tree worker or certified arborist shall receive a bi-weekly certification pay of fifteen dollars (\$15.00).

b. Building Inspector Certificate Pay

(1) Employees in the classifications of Building Inspector 1, 2, 3, 4, and Development Services Technician I, II, III will receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Commercial Building Inspector or NFPA

Certified Building Inspector or Building Inspector (Combination Inspector)

(b) ICC Commercial Electrical Inspector or NFPA

Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)

(c) ICC Commercial Plumbing Inspector or IAPMO

Plumbing Inspector or Plumbing Inspector (Combination Inspector)

- (d) ICC Permit Technician
- (e) ICC Accessibility Inspector/Plans Examiner
- (f) ICC Residential Combination Inspector
- (g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner
- (h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist
- (i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector
- (j) PC 832, Arrest Search and Seizure
- (k) CACE Code Enforcement Officer
- (l) ICC Zoning Inspector or AACE Zoning Officer
- (m) ICC Commercial Energy Inspector
- (n) ICC Commercial Energy Plans Examiner
- (o) ICC Residential Energy Inspector/Plans Examiner
- (p) ICC Structural Masonry Inspector
- (q) ICC Steel and Welding Special Inspector
- (r) ICC Pre-stressed Concrete Special Inspector
- (s) ICC Certified Building Official
- (t) AA degree in Building Inspector Technology
- (u) ICC Commercial Mechanical Inspector or
IAPMO Mechanical Inspector or
ICC Mechanical Inspector
- (v) ICC Housing Code Official or
AACE Code Enforcement Administrator
- (w) ICC Property Maintenance and Housing Inspector

- (x) ICC Electrical Plans Examiner
 - (y) ICC Plumbing Plans Examiner
 - (z) ICC Building Code Official
 - (aa) ICC Electrical Code Official
 - (bb) ICC Mechanical Code Official
 - (cc) ICC Plumbing Code Official
 - (dd) ICC Master Code Professional
 - (ee) ICC Reinforced Concrete Special Inspector
 - (ff) NFPA Certified Fire Plan Examiner I
 - (gg) Construction Technology Certificate from an accredited College (minimum of 30 Units of Construction Technology curriculum)
- (2) Employees shall receive thirty dollars (\$30.00) for each certificate they possess up to a maximum of \$300.00 for ten (10) certificates.
- c. Code Enforcement Certificate Pay
- (1) Employees in the classification of Code Enforcement Officer who are required to maintain, or who obtain for City benefit, shall receive a monthly certificate pay for the possession of one or more of the certificates listed below:
 - (a) ICC Zoning Inspector or AACE
 - (b) ICC Property Maintenance & Housing Inspector or AACE
 - (c) Public Health Vector Control Certification
 - (2) Employees shall receive thirty dollars (\$30.00) for each certificate they possess up to a maximum of ninety dollars (\$90.00) per month for possession of a maximum of three (3) certifications.
- d. Where the City requires that employees maintain licenses and/or certifications, the Department Head or designee may consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications. This Section shall not apply to driver licenses.

13.11 BILINGUAL PAY

- a. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay.
- b. Bilingual pay shall be paid at the rate of twenty dollars (\$20.00) bi-weekly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

13.12 TRAVEL FOR TRAINING

When an employee is required to attend training that necessitates travel outside of the City of Sacramento metropolitan area, the employee may claim travel time while driving to and from the training. Travel on public transportation may be accomplished during the work shift but is not overtime if it continues beyond the shift. Overnight stays for training out of the area are paid for based on an eight (8) or ten (10) hour day as applicable, and shall not generally result in overtime.

13.13 POLICE RECORDS SPECIALIST & EVIDENCE AND PROPERTY TECHNICIAN EDUCATION INCENTIVE

- a. A Police Records Specialist I/II/III or Senior/Evidence and Property Technician with a bachelor's degree (BA or BS) or higher from an accredited college or university, shall receive an educational incentive of five percent (5.0%) above base salary.
- b. A Police Records Specialist I/II/III or Senior/Evidence and Property Technician with an associate's degree (AA or AS) from an accredited college or university, shall receive an educational incentive of two and one-half percent (2.5%) above base salary.
- c. An employee is eligible to only one (1) of the above educational incentives.
- d. Incentives are additive and do not compound with any other pay or benefit.
- e. The incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Personnel Services Division of the Police Department.

13.14 ARMORER CERTIFICATION PAY

- a. Career employees in the classifications of Evidence and Property Technician and Senior Evidence and Property Technician who perform the full-time duties of an armorer shall receive ten percent (10.0%) of their base rate of pay Armorer Certification Pay.
- b. Career employees in the classifications of Evidence and Property Technician and Senior Evidence and Property Technician who perform the duties of a relief armorer shall receive five percent (5.0%) of their base rate of pay Armorer Certification Pay.

13.15 CERTIFIED ACCESS SPECIALIST (CASp) CERTIFICATION PAY

- a. The City shall determine the number of employees authorized to receive CASp certification pay.
- b. Authorized employees in the classifications of Building Inspector II, III, and IV; and Plans Examiner II and III who obtain (CASp) certification from the California Division of the State Architect shall be paid five percent (5.0%) of their base rate of pay for such certification. This incentive is additive and does not compound with any other incentive.
- c. Authorized employees who obtain CASp certification will be reimbursed for the receipted pre-approved costs and fees associated with obtaining and maintaining the certification. Authorized training for this certification shall be on City-time.

13.16 DRONE CERTIFICATION PAY

- a. The City shall determine the number of employees authorized to be drone certified.
- b. Authorized employees in the classifications of Building Inspector I, II, III, and IV who obtain certification to operate drones from the Federal Aviation Administration (FAA) shall receive fifteen dollars (\$15.00) per pay period for Drone Certification Pay.
- c. Employees who receive prior authorization from their supervisor will be reimbursed for the cost of obtaining and maintaining the FAA certification.
- d. Certification coursework shall be on paid City time with prior authorization.
- e. This incentive is additive and does not compound with any other incentive.

13.17 INSTRUMENT TECHNICIAN INCENTIVE PAY

- a. Career employees in the classifications of Instrument Technician I and II who obtain/maintain the California Water Environment Association (CWEA) certification of Electrical/Instrumentation Technologist shall receive incentive pay as follows:

Grade 2: \$25.00 per month

Grade 3: \$50.00 per month

The employee will begin receiving the incentive within thirty (30) days after providing a valid copy of their certificate.

- b. This incentive is additive and does not compound with any other incentive.

ARTICLE 14 – TRANSPORTATION

14.1 GENERAL

It is the understanding of the parties that the City retains the right to eliminate, at any time, the overnight retention of City vehicles for employees in the Units represented by the Union upon fifteen (15) days' notice to the employee.

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

- a. The City has the right to offer one of the following mileage reimbursements to individual employees who use their personal vehicles for City business:

(1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or

(2) Monthly vehicle allowance at one of the following rates:

<u>Average Miles Per Month</u>	<u>Monthly Vehicle Allowance</u>
400	\$160
200	\$100
100	\$50

- b. If a personal vehicle was not a condition of employment, individual employees have the right to refuse to use their personal vehicles for City business.

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Department of Finance, Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars (\$120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar (\$90) per month parking subsidy to eligible career employees who are regularly assigned to work in the downtown area. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

a. In those classifications which require a commercial driver license, employees hired on or after October 20, 1990, shall be required to possess the appropriate valid commercial California driver license and endorsements as a condition of continued employment.

b. An employee who was hired prior to October 20, 1990, who is unable to qualify for the required commercial license with endorsements but is able to maintain a Class "C" license shall be transferred to an alternate assignment and shall have their salary reduced by 2.5% until such time as they obtain the required license with endorsements. Such reassignment and reduction in salary shall not be subject to the grievance procedure nor be disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the employee obtains the required license with endorsements, such employee shall be transferred back to their previous assignment and shall

have their salary restored to the same step in the salary range that they occupied prior to the transfer and salary reduction.

- c. An employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license, shall not have their salary reduced by 2.5%. The City shall attempt to make reasonable accommodation for such employee.
- d. If there are insufficient number of volunteers for positions which have a mandatory/some assignments driver license requirement, the City shall assign qualified employees by inverse order of seniority. The City reserves the right to assign employees where there are more volunteers than positions.

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage, located at 14th and H Streets, at seventy percent (70%) of the regular monthly Memorial Garage rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

ARTICLE 15 – LAYOFF

15.1 PURPOSE

This Article provides the procedure to be followed when an employee is to be displaced/laid off from their position.

15.2 DEFINITIONS

- a. Layoff: A layoff shall be defined as the dismissal or displacement of at least one employee due to lack of work, lack of funds, abolishment of position, or for other reasons not reflecting discredit on an employee.
- b. Seniority
 - (1) **Classification Seniority**: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in their present job classification, or any employee whose position has been reallocated in accord with the Rules and

Regulations of the Civil Service Board, classification seniority shall be mutually established by the City and Union.

For those classifications which have flexible staffing as defined in the Rules and Regulations of the Civil Service Board and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted:

- (a) classification seniority in any higher classification, and
- (b) previous classification seniority in the job classification in which the employee is currently working, and
- (c) present time spent in the job classification in which the employee is currently working.

For a part-time career employee, classification seniority shall be prorated.

- (2) **City Service Seniority:** City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

For a part-time career employee, City seniority shall be prorated.

- (3) **Hire Date Seniority:** Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) **Seniority Adjustments:** Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.
- (5) **Termination of Seniority:** Termination of classification seniority and City service seniority shall occur upon:
 - (a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which they were reemployed may count the seniority which they accumulated prior to resignation.

- (b) Discharge.
 - (c) Retirement.
 - (d) Layoff in excess of five (5) consecutive years out of the City service.
 - (e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.
- c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 15.3(b)(4) of this Article.
- d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladders are as set forth in Exhibit A to this Agreement.
- e. Permanent Status For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed their probationary period in that job classification. An employee in an exempt classification represented by the Union shall be considered a permanent employee under this Article.
- f. Leave of Absence Employees on an approved unpaid leave of absence shall accrue seniority.
- g. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:
- (1) The Department of Public Works shall be considered a single department.
 - (2) The Department of Utilities shall be considered a single department.
 - (3) The Departments of Youth, Parks & Community Enrichment; Community Development; Economic Development; and Convention and Cultural Services, shall be considered a single department.
 - (4) The Departments of Police, Fire, Information Technology, Finance, and Human Resources shall be considered a single department.

- (5) The Charter Offices of the City Attorney, City Auditor, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

A function that is assigned to work in a different department as part of an inter-departmental project, but continues to be funded from the original department (op-conned), remains a part of the original department for the purpose of layoff.

Any future departmental reorganization shall be effective for purposes of layoff only after one year from implementation. At the request of the Union, the City agrees to discuss such reorganization at the time of implementation to review the placement of the reorganized function, and the application and impact of this Section, if any.

15.3 PROCEDURE

a. Non-Career Employees

- (1) When a layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first, except in the Solid Waste and Parking functions. In these functions, the City may continue working non-career Parking Lot Attendants and up to twenty-five (25) non-career Integrated Waste Equipment Operators regardless of any career employees who may be laid off in the regression ladder in which these job classifications fall. Career Integrated Waste Equipment Operators subject to layoff shall have the right to bump into the non-career classifications.
- (2) Non-career employees shall be laid off in the order provided by established Department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be laid off in such order as the Department Head shall provide. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder in the Department have been laid off.

b. Career Employees

- (1) Within each job classification in each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.
- (2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last

Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, they shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Board Rules and Regulations. If the employee does hold permanent status in another job classification, they shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

- (3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within their regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, they shall be laid off.
- (4) A career employee in a classification contained in classification group 47 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.
- (5) Any permanent employee currently working in a classification contained within classification group 46 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 45, or classification group 46. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.
- (6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within five (5) working days of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employees shall forfeit all recall rights except to a

vacancy within the same classification from which the employee was laid off.

- (7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.
- (8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least thirty (30) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address in the City's payroll system, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees.

15.4 SALARY IN EVENT OF DOWNGRADE

- a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.
- b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2 "Advancement in Rate of Compensation" with time served in the classification from which the downgrade occurred counting toward salary step advancement.
- c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

- d. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in the current salary schedule.

15.5 FRINGE BENEFITS

- a. Upon layoff, employees shall be paid for accrued leave balances, including, but not limited to, vacation, sick, holiday, longevity, and similar benefits per applicable ordinance and rules. Employees being recalled shall have the uncompensated portion of their sick leave balance restored. However, if eligible, only those sick leave hours accrued after recall shall be applied to any subsequent sick leave payoff.
- b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.
- c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the Benefits Division, Department of Human Resources, at the request of laid-off employees.

15.6 RECALL

- a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the order of City service seniority, beginning with the employee with the greatest City service seniority. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of five (5) years from the date of layoff; but upon such return must serve the complete probationary period for such job classification.
- b. Career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of

downgrade shall be the employee's last day of work in the classification from which they downgraded. If, however, a permanent employee has been recalled or downgraded but has not been recalled to the classification in which permanent status is held within the five (5) year period, said employee shall continue to possess recall rights back to the classification in which permanent status is held, and to any other classifications in the employee's regression ladder which are lower than the classification in which permanent status is held and higher than the classification in which the employee was working at the expiration of the five (5) year period. If said employee is recalled to a classification higher in their regression ladder than the employee was working at the expiration of the five (5) year period, the employee shall serve the complete probationary period in such higher classification. If said employee fails to satisfactorily complete the probationary period they shall return to the next highest classification in the applicable regression ladder in which a vacancy exists and shall gain permanent status in such classification. In no event shall the employee be required to return to a classification lower than that from which they left to take the probationary appointment. Said employee shall then continue to possess recall rights to any higher classification in their regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

- c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, they will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other minimum qualifications of the classification to which they are recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which they are entitled under Section 15.2(b) of this Article.
- d. A non-career employee (+1,040) laid off pursuant to Section 15.3(a)(1) shall have recall rights back to the job classification from which they were laid off for a period of two (2) years. The order of recall shall be as provided in established department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be recalled in such order as determined by the Department Head. No such non-career employees shall be hired or recalled to any regression ladder

until such time as all career employees have exhausted or lost their recall rights back to that regression ladder. Non-career (-1,040) employees shall have no recall rights.

- e. Career employees holding recall rights may be offered a non-career job of less than 1,040 hours annually, and if said career employee accepts or refuses such non-career jobs of less than 1,040 hours it shall have no effect on said career employee's normal recall rights.

15.7 GENERAL

- a. A seniority list shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each Department and copies made available for ready inspection. A copy shall be furnished free of cost to the Union each September.
- b. The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off. Said list shall be known as a Recall List and shall be updated as necessary.
- c. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.
- d. Any grievance filed regarding this Article shall be submitted directly to the third step of the grievance procedure as set forth in Article 5.

ARTICLE 16 – WORK SHARING PROGRAM

16.1 WORK SHARING PROGRAM

The City may establish a work sharing program in accordance with the provisions of this Article.

- a. The City will decide the classification and positions which are feasible for a work sharing program. The Union will have the opportunity to make suggestions.
- b. The program is voluntary.
- c. Two (2) employees in the same classification who voluntarily agree shall equally share work hours of one full-time position in a bi-weekly pay period. The program is limited to full-time permanent civil service employees in the

same classification and same work unit, except the City may hire a part-time employee to implement or continue the work sharing arrangement in those cases where only one full-time permanent civil service employee voluntarily agrees.

- d. Participating employees will receive pro rata benefits, including pro rata City insurance contribution and retirement, and pro rata seniority accrual.
- e. A work sharing arrangement may be terminated by the City or by either of the two (2) employees upon submission of written notice to the other parties. Upon receipt of the written notice, the work sharing arrangement will be terminated on a date mutually acceptable to the City and the two (2) employees or thirty (30) calendar days from the date of written notice, whichever occurs first. This option shall apply for the first nine (9) months of the work sharing arrangement. Thereafter, the City may terminate the work sharing arrangement at its discretion.
- f. Classification seniority shall prevail, if necessary, upon return to a full-time position or in the event of layoff.
- g. The Union District Representative or designee shall have the opportunity to attend the meeting between the City and the two employees at the time the decision is to be made on the work sharing arrangement.
- h. The parties agree that the work sharing plan will be reviewed after a two (2) year trial period at which time either party may terminate the plan by serving written notice on the other party within thirty (30) calendar days of the review date.

ARTICLE 17 – UNIFORMS AND COVERALLS

17.1 UNIFORMS

a. City-Provided Uniforms

- (1) The City agrees to provide uniforms for employees who are required to wear uniforms.
- (2) All employees covered by this Agreement and occupying classifications in the Operations and Maintenance Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee, with the exception of Forensic Investigators. Additionally, employees assigned to Solid Waste in the classifications of Integrated Waste Equipment Operator and Senior Integrated Waste Equipment Operator, at the employee's option, shall receive five (5) coveralls.

- (3) The value of uniforms provided by the City shall be reported as compensation at the rate of five dollars (\$5.00) bi-weekly to the Public Employees Retirement System (PERS).
- (4) All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Solid Waste Gloves

Employees in the Solid Waste Division who wear gloves as part of their duties shall be permitted not more than six (6) pairs per fiscal year. Two (2) pairs of rubber gloves, as needed, shall be provided but will be included in the six (6) pair yearly maximum.

c. Uniform Allowance

- (1) New employees hired into classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars (\$250) for the purchase of the necessary uniform, including but not limited to requisite footwear.
- (2) Thereafter, employees shall receive a uniform allowance of twenty dollars (\$20) bi-weekly for uniform maintenance and replacement, except Assistant Code Enforcement Officers who shall receive twenty-two dollars (\$22) bi-weekly.
- (3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

17.2 COVERALLS

Employees in the classifications of Building Inspector I, II, III and IV shall be supplied with one pair of coveralls. Employees shall be responsible for the laundry, maintenance, and repair of such coveralls. Replacement of unserviceable coveralls shall be the responsibility of the City.

17.3 FOUL WEATHER GEAR

- a. Employees in the classification of Animal Control Officer shall be supplied with one foul weather jacket.
- b. Employees in the following classifications whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket:

- (1) Park Maintenance Worker I/II/III
- (2) Senior/Tree Pruner I/II
- (3) Senior/Tree Maintenance Worker
- (4) Traffic Control and Lighting Technician I/II
- (5) Code Enforcement Officer
- (6) Survey Technician I/II and Survey Party Chief
- (7) Water Quality Lab Technician assigned to field testing
- (8) Animal Care Technician
- (9) Parking Meter Coin Collector
- (10) Traffic Investigator I/II/III
- (11) Arborist/Urban Forester
- (12) Building Inspector 1/2/3/4
- (13) Senior/Building Maintenance Worker
- (14) Construction Inspector I/II/III
- (15) Senior/Electronic Maintenance Technician I/II
- (16) Instrument Technician I/II
- (17) Senior/Maintenance Worker
- (18) Marina Attendant
- (19) Parking Meter Repair Worker
- (20) Zoo Attendant I/II
- (21) Zoning Investigator
- (22) Landfill Engineering Technician
- (23) Utility Services Inspector
- (24) Street Construction Equipment Operator/Laborer/Laborer Trainee
- (25) Irrigation Technician

- (26) Park Equipment Operator
 - (27) Park Maintenance Worker
 - (28) Integrated Waste Equipment Operator and Senior Integrated Waste Equipment Operator
 - (29) Parking Enforcement Officer
 - (30) Process Control Systems Specialist
 - (31) Community Center Attendant I/II
 - (32) Forensic Investigator I/II/Lead
- c. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

17.4 SUMMER WEAR

Employees in the following classifications shall have the option to wear summer shorts and shoes between May 1 and September 30:

Parking Meter Coin Collector
 Parking Meter Repair Worker
 Parking Lot Attendant
 Senior Parking Lot Attendant
 Parking Enforcement Officer

Employees will adhere to the appropriate departmental uniform policy and will be responsible for the purchase and maintenance of the shorts and shoes, and other uniform articles if required.

17.5 FORENSIC INVESTIGATORS

- a. The City shall provide the following uniforms to employees in the Forensic Investigator classification series as follows:

Classification Series	Long-Sleeve Shirt	Short-Sleeve Shirt	Pants
Forensic Investigators	5	5	6
Forensic Investigators assigned to Latent Print Unit or Evidence Lab	2	2	2

- b. The City shall provide laundry service twice per week.

- c. The City shall be responsible for the replacement of unserviceable uniforms.
- d. Employees in this classification series are authorized, at their sole expense, including cleaning and replacement of unserviceable items, to wear the following load bearing vests: Safariland #DN6700 & #DN6701 and Point Blank #BP2256, black 6x10 inch patch with the words “CSI” affixed to the center back of the load bearing vest. Uniform shirts: Blauer #8471 or Flying Cross Hybrid Base Shirt (long sleeve) #05VS8486 or Hybrid Base Shirt (short sleeve) #55VS8486 including SPD forensic shoulder patches.
- e. Time off preference – When additional time off becomes available for Forensic Investigator I, II, and Lead Forensic Investigator on Thanksgiving Day, Christmas Eve, Christmas Day, New Year’s Eve, or New Year’s Day, the time off will be granted by lot during an annual holiday draw.

17.6 SOLID WASTE UNIFORMS

The Policies and Procedures Manual of the Solid Waste Division, which shall be incorporated by reference, shall be amended to give employees in the classifications of Integrated Waste Equipment Operator, Senior Integrated Waste Equipment Operator, Maintenance Worker, and Senior Maintenance Worker the choice of collared shirts or t-shirts and pants or shorts, or any combination thereof.

17.7 UNIFORM VESTS - RELIEF COMMUNITY CENTER ATTENDANTS

Uniform work vests will be provided to non-career (relief) Community Center Attendants under the following conditions:

- a. Employees shall be responsible for the laundering of such work vest.
- b. The vests are the property of the Convention & Cultural Services Department and remain so at all times. Repair and replacement of unserviceable vests shall be the responsibility of the City.

17.8 EVIDENCE AND PROPERTY TECHNICIANS

- a. Employees in the classifications of Evidence and Property Technician and Senior Evidence and Property Technician shall receive a uniform allowance of twenty-two dollars (\$22.00) bi-weekly. Employees who receive uniform allowance shall be responsible for the laundry, maintenance, and repair of their uniforms. Replacement of unserviceable uniforms shall be the responsibility of the employee.
- b. Evidence and Property Technicians and Senior Evidence and Property Technicians who are required to wear a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

17.9 TREE PRUNER UNIFORM

- a. Employees in career classifications of Tree Pruner Trainee, Tree Pruner I, Tree Pruner II, Senior Tree Pruner shall be provided with six (6) pairs of Levi jeans per fiscal year as a standard part of the uniform in lieu of laundered trousers provided through the City's uniform vendor.
- b. Employees in career classifications of Park Equipment Operator and Tree Maintenance Worker who are regularly assigned to stump removal shall be provided with six (6) pairs of Levi jeans per fiscal year as a standard part of the uniform in lieu of laundered trousers provided through the City's uniform vendor.
- c. Employees who are provided jeans pursuant to this Section shall be required to maintain the uniform in a clean, presentable, and professional condition. The Department shall replace the jeans only when the damage is caused by circumstances which arise out of employment, and not from ordinary wear incidental to normal use and employment.

17.10 ANIMAL CARE TECHNICIANS AND ANIMAL CONTROL OFFICERS

- a. Employees in the classification of Animal Care Technician shall be provided with six (6) tops/shirts and five (5) pair of pants for each employee.
- b. Employees in the classification of Animal Control Officer shall be provided with six (6) tops/shirts and six (6) pair of pants for each employee.
- c. The City shall provide employees in the Animal Care Technician series, on an as-needed basis, up to two (2) pair of rubber boots per fiscal year.
- d. Employees who are provided uniforms pursuant to this section shall be required to maintain the uniform in a clean, presentable, professional condition. When necessary, the Department shall replace tops and/or pants via the selected vendor(s) at Department expense.
- e. Employees provided uniforms pursuant to this section shall not be eligible for uniform allowance provided in Section 17.1(c)(2).

ARTICLE 18 – SAFETY SHOES AND SAFETY GLASSES

18.1 SAFETY SHOES

- a. Except for employees in the classifications of Tree Pruner Trainee, Tree Pruner III and Senior Tree Pruner, where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe, inserts, and/or

repairs to safety shoes up to a maximum of \$200.00 per pair, or up to a maximum of \$250.00 if special order of the safety shoes is required, and generally, no more than two (2) pair per fiscal year. Employees may initially request two (2) pairs of shoes at the same time.

- b. Employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner shall be required to wear safety climbing boots as a condition of employment. In such case, the City shall reimburse said employee for the cost of acceptable safety climbing boots up to a maximum of \$325.00 per pair. A second pair of safety climbing boots shall be reimbursed to employees upon completion of probation and thereafter, generally not more than one (1) pair every other year. These employees shall also be authorized to receive reimbursement for two (2) pair of safety shoes, as provided in subsection (a), for a total of two (2) pair of safety shoes every fiscal year, and one (1) pair of safety climbing boots every other fiscal year.
- c. To be eligible for reimbursement under this Section, the employee must obtain prior authorization from their supervisor before purchasing safety shoes or safety climbing boots and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. At the discretion of the supervisor, in lieu of a new pair of climbing boots, the City will reimburse employees for repair and refurbishing of the normal wear and tear on the safety climbing boots.
- d. Except as provided above, safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.
- e. The City maintains the right to specify the type of required safety shoe or safety climbing boots.

18.2 SAFETY GLASSES

- a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. The City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses.
- b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of \$125.00 per pair of glasses.
- c. To be eligible for the above reimbursement, the employee must obtain prior authorization from their supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the

standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

- d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

18.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

- a. The City agrees to repair or replace prescription safety glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the city of such loss.
- b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Article. All costs to update the prescription shall be borne by the employee.

ARTICLE 19 – SAFETY

19.1 SAFETY ADVISORY COMMITTEE

The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Union; and the employees and the Union agree that they will direct their safety recommendations and ideas to the City. To facilitate this process, a Safety Advisory Committee consisting of four (4) representatives of the City and four (4) representatives of the Union shall meet every three (3) months to consult on such safety matters. Up to four (4) career Union representatives may attend such meetings without loss of pay or benefits.

19.2 NON-FAULT VEHICULAR ACCIDENTS

At the request of an employee who was involved in a non-fault vehicular accident while performing City work, the City will provide a letter to the employee stating the accident was non-fault.

ARTICLE 20 – DISCIPLINE

20.1 DISCIPLINE FOR NON-CAREER EMPLOYEES IN CAREER CLASSIFICATIONS

- a. Non-career -1,040 Employees (Employees who have worked less than 1,040 regular hours)

- (1) A non-career employee may be released from their position at the discretion of the appointing authority at any time prior to working 1,040 regular hours without the right of appeal. Such release shall be confirmed in writing.
 - (2) Hours worked as a Career Development Trainee shall not count towards the 1,040 hours.
- b. Non-career +1,040 Employees (Employees who have worked in excess of 1,040 regular hours)
- (1) For non-career employees in career classifications who have worked in excess of 1,040 regular hours since their last date of hire and those not covered by the Rules and Regulations of the Civil Service Board, discipline and the appeals process shall be processed in a manner consistent with this article.
 - (2) Hours worked as a Career Development Trainee shall not count towards the 1,040 hours needed to qualify to appeal discipline.

20.2 LETTER OF REPRIMAND

- a. A letter of reprimand issued on or after October 20, 1990, shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Manager of Labor Relations. The Manager or designee will schedule a meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Manager or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.
- b. When issuing a letter of reprimand, the City shall provide to the employee all available information upon which the reprimand is based, including but not limited to, fact-finding transcripts and written complaints filed. The City is not required to prepare transcriptions of audio-taped interviews to meet this obligation. However, if a transcript of audio-taped interviews is prepared, the City shall provide the transcript.

20.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

20.4 DISCIPLINE TOLLING PERIOD

In all disciplinary matters, the City shall issue a letter of intent to discipline within 365 days from the date of discovery of the misconduct by a person authorized to initiate an investigation of the misconduct. This time limitation shall be extended if any of the conditions referenced in the California Peace Officers' Bill of Rights Act (California Government Code §§ 3300 et seq.) exist during the 365 day period.

20.5 MEDIATION

The parties may participate in mediation in an attempt to settle disciplinary matters before a hearing with the Administrative Law Judge. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, not take any public position at any time concerning the issues. All costs of the mediation shall be borne by the requesting party.

20.6 DISCIPLINE APPEAL HEARING PROCEDURE

Disciplinary appeals above a letter of reprimand shall be conducted pursuant to Rule 12 of the Rules and Regulations of the Civil Service Board.

An employee's appeal of discipline shall be heard by an Administrative Law Judge at the California Office of Administrative Hearings (OAH).

- a. The hearing shall be transcribed by a certified shorthand reporter. The appearance fees of the reporter will be borne equally by the City and the Union. If only one party orders a transcript, that party shall pay for the cost of transcription. If both parties elect to order a transcript, the parties will equally bear the cost of the original transcript and any necessary copies.
- b. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board. On issues of procedure where the Rules and Regulations of the Civil Service Board are silent, the California Administrative Procedures Act shall govern the proceedings.
- c. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline hearing held pursuant to this procedure. The Union agrees that the number of witnesses requested to attend, and their scheduling shall be reasonable.

20.7 DECISION

The Administrative Law Judge shall issue a written decision. The parties agree to jointly recommend the Administrative Law Judge's decision to the Civil Service

Board, any dispute with the decision by a party shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

20.8 WITHDRAWAL OF APPEAL

The employee may withdraw an appeal of discipline at any time prior to a decision by an Administrative Law Judge or the Civil Service Board. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee's mailing address as shown in the City's payroll system.

20.9 DISCIPLINE AND DOCUMENTED COUNSELING RETENTION

- a. Suspensions and pay reductions issued after June 30, 2014, will not be permanently placed in an employee's official personnel file. Suspensions and pay reductions will be withdrawn from the employee's official personnel file five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. All suspensions and pay reductions removed from the employee's official personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.
- b. A letter of reprimand issued after October 20, 1990, will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two-year period.
- c. A letter of reprimand issued prior to October 20, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.
- d. Documented counselings will be withdrawn from an employee's department file eighteen (18) months from the date of issue provided there has not been formal discipline imposed during the eighteen-month period. Once removed, the documented counseling may not be used to enhance subsequent discipline but may be used to demonstrate that the employee is aware of the issue and/or for impeachment purposes.

ARTICLE 21 – CLASSIFICATION AND PAY

21.1 NEW OR REVISED

- a. It is recognized that the establishment of new or revised job classifications within the Units covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such

circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the Union, the fifteen (15) day period will be extended by an additional ten (10) days.

- b. The Union and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board. The Union and the City shall follow provisions of applicable state law and the City's Employer-Employee Relations Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.
- c. The Union shall have the right to file an appeal to the Civil Service Board regarding job classification.
- d. The City shall submit all job announcements for positions covered under this Agreement to the Union not less than five (5) days prior to publication by the City.
- e. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

21.2 STAFF AIDE POSITIONS

The classification of Staff Aide may be used when an interim classification is needed pending establishment of a regular classification. A Staff Aide may be employed for a maximum period of twelve (12) months. The salary for Staff Aide shall be established by the City at the time of hire.

21.3 LIMITED-TERM APPOINTMENTS

The City may, due to extraordinary circumstances, extend a twelve-month limited-term appointment to an additional twelve months provided the City complies with the following:

- a. The employee is not laid off after the expiration of the initial twelve-month appointment; and
- b. The employee continues to be benefit-qualified for the duration of the extended appointment.

ARTICLE 22 – MISCELLANEOUS

22.1 CIVIL SERVICE RULES

In the event that any Civil Service Board Rules or Regulations are in conflict with this Agreement, the Agreement shall apply.

22.2 PROMOTION FROM WITHIN

In accord with Article VII, Section 84 of the Charter of the City of Sacramento, the City does hereby reaffirm its policy to promote from within whenever possible.

22.3 CONSOLIDATION

Prior to entering into an Agreement to consolidate any City function which includes employees represented by Local 39 as the recognized employee organization, the City shall meet with the Union in an attempt to resolve employee problems.

22.4 WORKERS COMPENSATION

In recognition of the three (3) calendar day waiting period for temporary disability payments required by the Labor Code for Workers Compensation, a non-career (+1,040) employee with three (3) months, or more, of continuous service may apply available sick leave during such waiting period to the extent that their weekly income (salary, sick leave and/or disability payments) does not exceed earnings for scheduled hours during a given workweek. If sick leave is not available for all or part of the three (3) calendar day waiting period, for those days payment(s) for which sick leave is not available will be made by the City based on applicable temporary disability payment amounts, as provided by the Labor Code, for such waiting period.

22.5 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

22.6 EMPLOYEE PERFORMANCE EVALUATIONS

- a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.
- b. An employee in a classification requiring a twelve (12) month probationary period shall receive no less than four (4) performance evaluations, at reasonable intervals, during the probationary period.

- c. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:
 - (1) Write a rebuttal statement for attachment to the performance evaluation form; and
 - (2) Informally appeal to the supervisor of the reviewer, but in no case higher than the Department Head.
- d. Appeals on employee performance evaluations are not subject to the grievance procedure.
- e. In accordance with the Sacramento Civil Service Board Rules, Rule 12 et seq., withholding an employee's salary step advancement is formal discipline. Salary step advancements shall not be delayed solely because the employee's performance appraisal is not completed on time. Step advancements delayed solely due to untimely performance evaluations shall be subject to the grievance procedures.

22.7 REMOTE WORK

Employee eligibility and participation in the City's Remote Work Program will be pursuant to the City's Remote Work Policy.

This policy shall not be subject to the grievance procedure but shall follow the review procedures outlined in the Remote Work Policy.

22.8 CONTRACTING-OUT

- a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.
- b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

22.9 VIDEO DISPLAY TERMINALS

- a. Except for critical work situations in the Communications Center and City emergencies, employees assigned to video display terminals shall be provided with alternate work so they will not be required to work continuously on such terminals more than sixty (60) consecutive minutes. This provision is not intended to provide for additional break periods.
- b. Employees operating video display terminals experiencing glare problems should notify their immediate supervisor who will contact the City Safety

Officer. The Safety Officer will visit the worksite and take the necessary corrective action.

22.10 ZONAR OR OTHER GLOBAL POSITIONING SYSTEMS (GPS)

Zonar and other GPS devices will be used for purposes of improving departmental efficiencies to include, but not limited to, preserving City resources and preventing idle time. Zonar or GPS data shall not be used by the City as the only factor in gathering data for purposes of discipline. However, the data may be used to substantiate public complaints, support findings or confirm work performance issues for purposes of discipline. A list of vehicles which contain Zonar or other GPS devices will be maintained in the department and provided to employees. The City may place one (1) "safety sticker" on City vehicles which reads "How's My Driving? Dial 311." Safety stickers shall not exceed 200 square inches and will not be placed in an area which obscures the driver's safe operation of the vehicle.

22.11 STRIKES AND LOCKOUTS

For the duration of this Agreement the Union and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, and the City agrees that it shall not cause or engage in any lockout.

Further, the City shall have the right to deny all usage of sick leave by any employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

22.12 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. The employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

22.13 BLOOD BANK TIME

- a. The City shall establish a blood bank account with the Sacramento Medical Foundation Blood Center.
- b. An employee shall be permitted time off without loss of compensation to donate blood during duty hours when a mobile blood unit vehicle is located at the employee's worksite. Time off shall only be granted if work activities are not unduly disrupted. Such paid time off shall not exceed thirty (30) minutes per blood donation, unless extended by City management on a case-by-case basis.

- c. Time off without compensation shall be permitted during duty hours in the event an employee wishes to donate blood at the office of the Blood Center. In such case, the employee may be permitted to use paid accrued vacation, CTO or holiday time.
- d. This provision is not intended to authorize any overtime compensation.

22.14 EMERGENCY RESPONSE

- a. Employees may be assigned and/or reassigned for emergency reasons including, but not limited to, storm duty. In consideration of the individual employee's safety and sleep needs, the number of additional hours which an employee may work, and the time off between hours worked shall be established jointly by the supervisor and employee. The supervisor may determine that an employee is to be released from the shift when, in the judgment of the supervisor, the employee is no longer capable of performing the job safely.
- b. In consideration of employee safety, if the emergency response is prolonged, the supervisor will provide appropriate break times and areas, available emergency equipment, reporting responsibilities and other necessary support to allow the employee to perform effectively in the emergency.
- c. Where feasible, the City will allow employees not assigned to traditional emergency operations to volunteer to serve in an emergency capacity and to be trained for such assignments. The employee who volunteers for these assignments will be paid at their regular hourly rate of pay for such assignments without regard to the duties performed, and shall be utilized as needed to fill in for or supplement employees regularly assigned to the operation.
- d. Nothing in this Section shall be construed to limit management's right to assign or reassign employees in an emergency.

22.15 PAYROLL ERRORS

- a. In the event an error has been made in the payment of an employee's compensation, including, but not limited to, wages, overtime payment, healthcare contributions, incentives, or leave accruals, balances and/or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- b. In the event an employee received an overpayment, reimbursement to the City shall be accomplished by:
 - (1) Lump sum payment by the employee;

- (2) A one-time deduction from all available paid leave balances, except sick leave, equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods. The time period may be extended by a signed agreement between the City and the employee.

- c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.
- d. The City shall make a reasonable effort to verify employee underpayments within ten (10) calendar days of discovery or by written notice by the employee or employee's representative. Once verified, repayment shall be made within thirty (30) calendar days.

22.16 PERS RETIREMENT PLAN AND CONTRIBUTION

- a. Miscellaneous employees are covered by the following Public Employees Retirement System (PERS) Plan – Classic Members:
 - Modified 2% at age 55
 - One-year highest compensation
 - 2% COLA
 - 25% survivor continuation
 - 50% industrial disability
 - Military service credit
 - Sick leave conversion credit
- b. Effective June 30, 2012, "classic members" as defined by PERS, shall pay the seven percent (7%) member contribution to the PERS retirement plan. Classic members shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.
- c. Effective November 15, 2014, "classic members" shall pay eight percent (8%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which miscellaneous

classic members shall, from the date of amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share. If this PERS cost-share is not approved by a vote of the bargaining unit employees, the one percent (1%) cost-share will remain in the City's account.

d. Member Contribution to PERS Retirement Plan – New Members

“New members” as defined by Public Employees’ Pension Reform Act (PEPRA) shall be members in the PERS on terms consistent with the PEPRA. New members shall qualify for the 2% at 62 benefit formula, shall contribute fifty percent (50%) of the total normal cost as required by PEPRA, and retirement shall be based upon the highest thirty-six (36) consecutive months of compensation.

22.17 DEFERRED COMPENSATION PLAN

Career employees may participate in the City’s Deferred Compensation 457 Plan, to the extent provided by law.

Each participant in the Plan shall contribute an administrative fee of one dollar and fifty cents (\$1.50) per month from their plan balance to the Plan’s administrative allowance account. Funds accumulated by the administrative fee will be utilized as prescribed in the Defined Contribution Plans Committee’s Fee and Expense Policy.

22.18 SHOP LOCATION SELECTION FOR FLEET SERVICES COORDINATORS

During the second week of June, Fleet Services Coordinators shall bid for each shop location. Bidding shall close on Friday of the second week of June.

Shop location bidding shall be done by classification seniority, with the highest in seniority making their shop location selection first.

The outcome of the shop location bidding shall be made available to the employees and the shop location change effective date shall be the start of the first full pay period of July in the bidding year.

The City retains the right to move personnel to a location which is necessary to meet operational needs. Where the City determines that a vacancy exists in a shop, that vacancy shall be filled from a voluntary sign-up of qualified employees.

22.19 URBAN FORESTRY

Within sixty (60) calendar days of the adoption of this Agreement, at the request of the Union, the parties shall meet and discuss options to reduce the reliance on service contracts in Urban Forestry. Absent mutual agreement, the status quo shall remain.

22.20 TERM

- a. This Agreement shall remain in full force and effect from September 23, 2023, to and including September 19, 2025.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.
- c. The Letters of Understanding at Exhibit B are hereby incorporated and shall remain in effect during the term of this Agreement.

DATED: December 12, 2023

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL
39, AFL-CIO

CITY OF SACRAMENTO

Bart Florence
Business Manager

Shelley Banks-Robinson
Director of Human Resources

Jeff Gladiux
President

Aaron Donato
Labor Relations Manager

Brandy Johnson
Director of Public Employees

Chee Khang
Negotiations Team Member

Laura LeSieur
District Representative

Sean Arnold
Negotiations Team Member

Amanda Skibby
Business Representative

Jason Bader
Negotiations Team Member

Payden Martin
Business Representative

Jackie Beecham
Negotiations Team Member

Branden Bradley
Negotiating Committee Member

Approve as to form:

Sharonda Roberts
Negotiating Committee Member

Brett M. Witter
Assistant City Attorney

Courtney Guzman
Negotiating Committee Member

Michael Corral
Negotiating Committee Member

Timothy Fisher
Negotiating Committee Member

Don Wayne
Negotiating Committee Member

Esteban Lopez
Negotiating Committee Member

Eric Ramos
Negotiating Committee Member

EXHIBIT A – REGRESSION LADDERS

(Includes Flexibly Staffed Classifications)

UNITS

Operations & Maintenance
Office & Technical
Professional

1. Senior Electronic Maintenance Technician
Electronic Maintenance Technician II/I/Trainee
2. Associate/Assistant/Junior Planner
Development Services Technician III
Development Services Technician II/I
3. Water Quality Chemist
Water Quality Laboratory Technician
4. Senior Maintenance Worker
Maintenance Worker
Security Guard
5. Water Conservation Specialist
Water Conservation Representative
6. Building Inspector 4
Building Inspector 3/2/1
Development Services Technician III
Development Services Technician II/I
7. Construction Inspector III/II/I
8. Electrical Construction Inspector III/II/I
9. Storekeeper
Stores Clerk II/I
10. Senior Personnel Transactions Coordinator
Personnel Transactions Coordinator
11. Senior Office Specialist
Office Specialist
12. Ticket Seller
Cashier
13. Senior Central Services Assistant
Central Services Assistant III/II/I

14. Senior Landfill Engineering Technician
Senior Engineering Technician
Engineering Technician III/II/I
15. Community Center Attendant II
Community Center Attendant I
Senior Custodian
Custodian II
Custodian I
Security Guard
16. Accounting Technician
Account Clerk II/I
17. Senior Evidence and Property Technician
Evidence and Property Technician
18. Animal Control Officer II/I
Animal Care Technician
19. Senior Integrated Waste Equipment Operator
Integrated Waste Equipment Operator
20. Program Coordinator
Program Developer
Program Leader
21. Program Coordinator (Adaptive Recreation)
Program Developer (Adaptive Recreation)
22. Program Coordinator (Older Adults)
Program Developer (Older Adults)
23. Park Maintenance Worker III
Park Equipment Operator
Park Maintenance Worker II
Park Maintenance Worker I
Park Maintenance Worker
24. Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee
25. Senior Tree Pruner
Tree Pruner II/I/Trainee
26. Zoo Attendant II
Zoo Attendant I
27. Police Clerk III
Police Clerk II/I

28. Senior Parking Lot Attendant
Parking Lot Attendant
29. Parking Meter Coin Collector
Parking Enforcement Officer
30. Code Enforcement Officer
Assistant Code Enforcement Officer
31. Senior Claims Collector
Claims Collector
32. Senior Building Maintenance Worker
Building Maintenance Worker
33. Arts Program Coordinator
Arts Program Assistant
34. Telecommunications Systems Analyst III/II/I
Senior Telecommunications Technician
Telecommunications Technician II/I/Trainee
35. Graphic Designer
Graphics Assistant
36. Police Records Specialist III
Police Records Specialist II/I
37. Utility Services Inspector
Meter Reader
38. Events Coordinator
Booking Coordinator
39. Senior Information Technology Support Specialist
Information Technology Support Specialist II/I/Information Technology Trainee
40. Senior Departmental Systems Specialist
Departmental Systems Specialist II/I/Information Technology Trainee
41. Street Construction Equipment Operator
Street Construction Laborer/Trainee
42. Customer Service Specialist
Customer Service Representative/Assistant/Trainee
(Or the employee may downgrade to the Office Specialist Series from which promoted/ transferred/
reallocated)
43. Survey Technician II/I
44. Lead Forensic Investigator

- Forensic Investigator II/I
45. 311 Customer Service Specialist
311 Customer Service Agent
(Or the employee may downgrade to the Customer Service Series from which promoted/ transferred/ reallocated)
46. Bump to previously held classification's regression ladder (Classifications not in a regression ladder)
- a. Professional Unit
- Arborist/Urban Forester
 - Archivist
 - Art Museum Registrar
 - Geographic Information Systems Specialist III/II/I/Information Technology Trainee
 - Media Production Specialist II/I
 - Museum Registrar
 - Process Control System Specialist
 - Public Information Coordinator
 - Real Property Agent III/II/I
- b. Office and Technical Unit
- Architectural Technician III/II/I
 - Community Service Representative II/I
 - Fingerprint Clerk
 - Fleet Management Technician
 - Information Technology Trainee
 - Landscape Technician II/I
 - Neighborhood Resources Coordinator II/I
 - Traffic Investigator III/II/I
 - Zoning Investigator
- c. Operations and Maintenance Unit
- Instrument Technician II/I/Trainee
 - Irrigation Technician
 - Marina and Boating Facilities Attendant
 - Parking Meter Repair Worker
 - Registered Veterinary Technician
 - Traffic Control and Lighting Technician II/I/Trainee
47. Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*****) may downgrade to vacant positions in classifications where previously held permanent status
- ***/*Adminstrative Analyst
 - ***Administrative Assistant
 - ***Administrative Assistant (Confidential/Exempt)
 - ***Administrative Technician

- ***Administrative Technician (Confidential/Exempt)
- ***Applications Developer
- ***Data System Technician
- ***Deputy City Clerk
- ***Desktop Support Specialist
- ***Executive Assistant
- *****Investigator (Exempt)
- ***LAN Administrator
- ***Legal Secretary
- ***Legal Staff Assistant
- ***Legal Staff Assistant (Exempt)
- ***Paralegal
- ***Payroll Technician
- ***Personnel Technician
- ***Personnel Technician (Confidential)
- *** /*****Program Analyst
- ***Programmer
- *****Senior Deputy City Clerk
- ***Senior Legal Staff Assistant
- ***Senior Staff Assistant
- ***Staff Assistant
- ***Staff Assistant (Exempt)
- ***Supervising Legal Secretary
- ***Systems Engineer
- ***Treasury Assistant
- *****Workers Compensation Claims Representative

- *** Confidential/Administrative
- ***** Exempt Management Support

EXHIBIT B – CONTINUING LETTERS OF UNDERSTANDING (LOUs)

October 9, 2015

Laura Trapp
Stationary Engineers, Local 39
1620 North Market Boulevard
Sacramento, CA 95834

RE: Agreement Regarding Permanent Intermittent Appointments

Dear Laura:

This is to confirm the agreement reached between the City of Sacramento (City) and the Stationary Engineers, Local 39 (Local 39) regarding amendments to the existing Memorandum of Understanding (MOU) between the parties covering employees in the Miscellaneous Unit. The parties have agreed to amend the existing MOU.

Specifically, the agreement is as follows:

1. Article 22 of the MOU is amended to add a new Section as follows:

22.20 PERMANENT INTERMITTENT APPOINTMENTS (RECREATION DIVISION ONLY)

- a. A Civil Service permanent intermittent position or appointment is one in which the employee works sporadically or for a consistently fluctuating number of hours in the work week. The number of hours and schedule of work for permanent intermittent positions shall be determined based upon the operational needs of each program.
- b. Each program will provide permanent intermittent employees with as much advance notice of their work schedule as is reasonably possible, but will not be less than fourteen (14) calendar days.
- c. The Department of Human Resources will provide notice to each permanent intermittent employee when the employee becomes eligible for health, dental and vision benefits.
- d. A permanent intermittent employee will become eligible for leave accruals as indicated in Article 12 of the Memorandum of Understanding.

Labor Relations Division
Main: (916) 808-5424, Fax: (916) 808-8110
915 I Street, Historic City Hall, Suite 106
Sacramento, CA 95814-2604

e. Permanent Intermittent appointments are limited to the Recreation Division of the Parks and Recreation Department.

f. The Union will receive quarterly notifications of employees' status including how many and which employees are Permanent Intermittent, Non-Career and Career.

g. Temporary Layoffs

(1) Permanent intermittent employees are subject to temporary layoffs that will typically coincide with the lack of work during an off season or due to reductions in programs, centers or school activities.

(2) When the department determines that temporary layoffs are necessary, the department will consider those employees in the affected classification(s) who volunteer for layoff first. Employees that volunteer for layoff will be laid off beginning with the employee(s) with the most classification seniority. If there are no volunteers, temporary layoffs shall be made in reverse classification seniority order within the Division or program with the least senior employee in each classification being laid off first. If classification seniority is tied, City service seniority shall be the determining factor.

(3) Employees shall be given a minimum of thirty (30) calendar days advance notice of a temporary layoff pursuant to this Article. The layoff notice shall include the anticipated date of return from layoff.

(4) An employee on layoff who does not return on the scheduled return date either by reporting to work as directed, or requesting and being granted a different reporting date, shall be deemed to have resigned from his/her position.

h. Seniority shall be calculated pursuant to Article 15.2(b).

i. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance to the Memorandum of Understanding, the Rules and Regulations of the Civil Service Board, and the City Charter.

2. This agreement does not establish a 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 Departments or the City of Sacramento except as expressly stated herein.

3. 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 and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,



Barbara A. Dillon
Interim Director of Human Resources

AGREED TO:



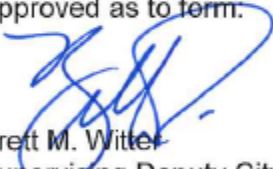
Steve Crouch
Director of Public Employees, Local 39

AGREED TO:



Laura Trapp
Business Representative, Local 39

Approved as to form:



Brett M. Witter
Supervising Deputy City Attorney

June 24, 2020

Sent via U.S. & Electronic Mail

Laura Trapp
Stationary Engineers, Local 39
1620 North Market Boulevard
Sacramento, CA 95834

Email: ltrapp@local39.org

RE: Letter of Understanding – Continuation of Parking Services, Career Flex Trial Program

Dear Ms. Trapp,

This letter confirms the agreement reached between the City of Sacramento (City) and Stationary Engineers, (Local 39) in reference to an extension of the trail Career Flex Program in the Parking Services Division of the Department of Public Works.

Specifically, the agreement is as follows:

1. The Parking Services Division shall extend the Career Flex Trial Program described in the September 13, 2019 Letter of Understanding between the city and Local 39 through June 18, 2021.
2. Currently employed non-career Parking Enforcement Officers and currently employed non-career Parking Lot Attendants shall maintain a permanent twenty (20) hour schedule with the option to flex an additional twenty (20) hours during a workweek.
3. With respect to scheduling the optional twenty (20) hours, the program does not require the City of Sacramento provide a 10-day notice as currently required in Article 9.1(d) of the Local 39 Miscellaneous Labor Agreement.
4. Newly hired employees in the Parking Enforcement Officer and Parking Lot Attendant classifications will be classified as Career Flex employees and receive benefits on work hours, pursuant to the Memorandum of Understanding (MOU). Hours worked and the corresponding benefit contributions will be reviewed quarterly to ensure MOU compliance.
5. Management will continue to make every effort to accommodate shift preferences and previously approved vacation/time off requests during the extended trial period.

Labor Relations Division
Main: (916) 808-5424; Fax: (916) 307-6163
915 I Street, Historic City Hall, Suite 106
Sacramento, CA 95814-2604

Letter of Understanding – Continuation of Parking Services, Career Flex Trial Program
Page 2 of 3

6. It is the parties' intent not to reduce the number of current full-time positions into part-time positions but rather, maintain full-time positions taking business needs into consideration.
7. If either party wishes to terminate this agreement, a meet and confer regarding the operational impacts shall take place.

This agreement does not establish a 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 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 and proposed discussions, whether written or oral.

If this is your understanding of the agreement reached, please sign as indicated below and return one (1) original to Labor Relations. I have enclosed an additional original for your files.


Sincerely,


Chee Khang (Jul 31, 2020 11:24 PDT)
Chee Khang
Labor Relations Officer


AGREED TO:


Howard Chan (Aug 5, 2020 08:55 PDT)
Howard Chan
City Manager

AGREED TO:


Aaron A Donato (Aug 4, 2020 13:05 PDT)
Aaron Donato
Labor Relations Manager

AGREED TO:


Shelley Banks-Robinson
Director, Human Resources

AGREED TO:


Steve Crouch
Director of Public Employees, Local 39

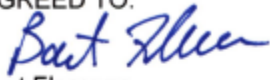
AGREED TO:


Laura Trapp
Business Representative, Local 39

Labor Relations Division
Main: (916) 808-5424; Fax: (916) 307-6163
915 I Street, Historic City Hall, Suite 106
Sacramento, CA 95814-2604

Letter of Understanding – Continuation of Parking Services, Career Flex Trial Program
Page 3 of 3

AGREED TO:



Bart Florence
Business Manager-Recording Secretary

Approved as to Form:

Brett M. Witter

Brett M. Witter (Aug 4, 2020 12:52 PDT)

Brett M. Witter
Supervising Deputy City Attorney

Labor Relations Division
Main: (916) 808-5424; Fax: (916) 307-6163
915 I Street, Historic City Hall, Suite 106
Sacramento, CA 95814-2604