

City of
SACRAMENTO

and



Labor Agreement
Covering Employees
In The Building Trades and Craft Unit

2023-2025

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL, hereinafter referred to as the COUNCIL, has as its purpose the promotion of harmonious labor relations between the City and the Council, 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 Council as the exclusive bargaining agent for all employees in the Building Trades and Craft Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Council on all matters relating to the scope of representation pertaining to the said employees as authorized by law.
- b. The Council will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting any 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 Building Trades and Craft Unit 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 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 (1) 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 (1) 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.

1.3 CAREER DEVELOPMENT TRAINEE CLASSIFICATIONS

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, step of the salary range of the career classification, as shown in the salary schedule. (For example, if the Step 1 hourly rate of pay is \$8.23 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be \$8.23 minus \$.823 or \$7.407.) 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. The City and Council both agree that this Agreement, when signed by both 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 Council. Any such changes validly made shall become a part of this Agreement and subject to its terms.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, among others, in accordance with applicable laws, 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; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of the Division and Department, its budget, its 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 that may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – PAYROLL DEDUCTIONS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions under plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Council for: (1) the normal and regular monthly Council membership dues and assessments; and (2) monthly insurance premiums for plans sponsored by the City or Council, not to exceed three (3) insurance deductions per member, including other Council-sponsored programs.

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 in this Agreement using the Council's Member Enrollment Form (hereafter, "Member Enrollment Form") agreed to by the City and Council. The member enrollment form shall include:

- Employee full name;
- Employee date of birth;
- Employee eCAPS ID number or the last four numbers of their Social Security number;
- Amount or percentage to be deducted from employee's bi-weekly paycheck for membership dues;
- Additional deductions (e.g., life insurance); and
- Any additional necessary information.

Any future changes or modification to the member enrollment form shall be agreed upon between the City and the Council.

(2) Such deductions shall be made only upon submission of the member enrollment form, by the Council, to the Payroll Division, Department of Finance.

(3) Dues deductions shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) paychecks each month. If for any reason an employee does not have sufficient funds due them 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 Council shall assume the duty of direct collection from the employee.

- (4) The Council is responsible for submitting the member enrollment 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.
 - (5) When changes in the rates affect large groups of the Council's members, the Council may, in place of the agreed upon member enrollment form, notify the Payroll Division, Department of Finance, by email, clearly defining the group of Council members affected and the new rate.
 - (6) Unless notified in writing by the Council of any employee's request to cancel their Council dues deduction(s), the City will continue to deduct dues, and/or any additional deduction(s) noted. Notification will be made to the Payroll Division, Department of Finance, utilizing the member enrollment form notating in the "Additional Information" column that it is a membership cancellation.
 - (7) In the event that a Council member is no longer employed in a classification covered under this Agreement, but remains an active employee of the City, the City may cancel their Council dues deductions(s) without notification from or to the Council. Upon written notification by the Council, the City shall enroll new members and/or cancel existing membership as soon as practicable, not to exceed a period of thirty (30) calendar days after notification.
 - (8) The Council shall maintain signed authorization forms by their members certifying that the dues and/or fee(s) deductions(s) are authorized and shall provide said authorization forms to the City in the event of a dispute regarding the existence or terms of such authorization.
- c. The Council will promptly refund to the City any amounts paid to the Council in error under this Section. The Council expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include, but not be limited to, employee legal actions of any sort or nature against the City based upon or related to this Section.

ARTICLE 5 – TIME OFF FOR COUNCIL ACTIVITIES

5.1 TIME OFF FOR COUNCIL ACTIVITIES

The Council shall be provided a total of twenty-six (26) hours per year paid for by the City for participating in Council activities not prohibited by law. Such time off may be utilized by career employees who are members of the Council for the purposes of meeting with other employee organizations, executive boards or membership meetings, administering benefit programs on behalf of Council members; and for participating in grievance or disciplinary proceedings involving the Council or its members.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 GRIEVANCE PROCEDURE

The City and the Council agree to implement the below grievance procedure.

6.2 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.

6.3 DEFINITIONS

- a. A grievance is a good faith complaint of one (1) or a group of employees, or a dispute between the City and the Council involving the interpretation, application, or enforcement of the express terms of this Agreement. No matter shall be considered as a grievance under this Article unless it is presented in writing within sixty (60) calendar days after occurrence of the events on which the grievance is based. With the consent of the City's third step representative the sixty (60) calendar day time limit for filing grievances may be extended.
- b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.
- c. As used in this procedure the term "party" means an employee, the Council, the City, or their authorized representatives.

- d. The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or the Rules and Regulations of the Civil Service Board unless waived by such employee.

6.4 STEP ONE

- a. 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 the 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:
 - (1) A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
 - (2) The remedy or correction requested of the City.
 - (3) 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 Division Head.
- b. The grieving employee's Division Head, or designee, shall give their answer to the grievance in writing fourteen (14) calendar days from the time they received the grievance in writing. The first step answer 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.

6.5 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 Council 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.

6.6 STEP THREE

- a. The Council's representative and the designated representative of the City will meet to hear grievances appealed to the third step. 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.

- b. A written answer will be made within fourteen (14) calendar days after the hearing stating the City's position.

6.7 ARBITRATION

- a. If the third step answer is not satisfactory to the employee, the Council may appeal the grievance to arbitration. The request for arbitration must be given in writing to the Labor Relations Manager by the Council within fourteen (14) calendar days from the date of the third step answer.
- b. An arbitrator may be selected by mutual agreement between the Council's representative and the Labor Relations Manager, or designee.
- c. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the American Arbitration Association 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.
- d. 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 on the City, the Council and employee.
- e. The fees of the arbitrator and the court reporter, if used, will be borne equally by the Council and the City.
- f. 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.
- g. If the City does not meet time limits, the Council may process the grievance to the next step of the grievance procedure. Time limits at each step may be waived by mutual agreement of the parties.
- h. A Steward or a Council representative shall have the authority to settle grievances for the Council or employees at the respective steps of the grievance procedure.

6.8 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 Council agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 7 – SALARY ADJUSTMENTS

7.1 SALARY RANGES

- a. The salary schedule shall consist of eight (8) steps.
- b. The top step for the Senior Electrician classification will be benchmarked at five percent (5%) above the top step of the Electrician classification.

7.2 SALARY

Effective July 1, 2023, all salary steps shall be increased by ten percent (10%).

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 payroll and who are employed in a classification covered by this Agreement on the date of implementation will receive the increase retroactively.

ARTICLE 8 – SALARY ADMINISTRATION

8.1 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 appointments to non-career positions.

8.2 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. (This subsection shall not apply to non-career employees.)
- (2) An employee in a classification 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.

- (3) 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.

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.

8.3 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.

8.4 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.

8.5 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 at the time of departure.
- 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.

8.6 TEMPORARY WORK IN HIGHER CLASSIFICATION

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 in writing 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%) above the employee's base rate of pay, or the salary provided for in Step 1, of the higher classification, whichever is greater, but not to exceed the top step of the higher classification.

8.7 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.

8.8 SALARY CONTINUATION FOR ABSENCES OF 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 will apply only to employees in supervisor classifications.

8.9 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in [Section 108 of the City Charter](#). The amount of payment 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). Any changes to the City Charter regarding longevity pay shall be subject to impact bargaining.

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.

ARTICLE 9 – HEALTH AND WELFARE

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

- a. The City shall administer a Cafeteria Plan benefits program for employees consistent with [Internal Revenue Code Section 125](#). 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 of the City contribution 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. The amount of City contribution as provided in Section 9.3(b) (1-3) and (c) for the first two (2) paychecks in 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.
- c. Eligible employees shall receive a City contribution for each Eligible Paycheck on which if 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 the 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.
- d. Notwithstanding Section 9.1(b) and 9.1(c), employees shall continue to receive a City contribution for each Eligible Paycheck during an approved leave of absence, if required by state and federal law, or 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.

9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

- a. Benefit eligible non-career employees (+1,040) shall receive prorated City dollars as indicated in 9.1(b). Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any.
- b. To be eligible for City dollars 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.

9.3 AMOUNT OF CONTRIBUTION

- a. 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, the City contributions shall be as specified in Section 9.3(b), below. To the extent that the premium for the ABHP is less than the City contributions outlined below, any remaining City contribution specified in below shall be credited to the employee's HSA.
- b. City Contributions
 - (1) For full-time employees enrolled in a City-sponsored medical plan for employee only shall receive \$838.00 per month.

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.
 - (2) For full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent shall receive \$1,333.00 per month.

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.

- (3) For full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents shall receive \$1,777.00 per month.

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. Effective the first paycheck of 2025 for plan year 2025, the City shall contribute fifty percent (50%) of the first fifty dollar (\$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, & VSP basic vision plans. The employee shall be responsible for any premium increase(s) which exceed this amount.
- e. If all City bargaining units agree to the change, employees who are eligible to receive the City contribution who do not provide proof of the 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.
- f. Employees shall not receive any unused portion of the City contribution as cash.

9.4 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 9.3, above.

- 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 up to 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 the 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.

9.5 CASH-BACK LIMITS

The cash-back for eligible employees who waive City-sponsored health insurance shall be \$200.00 per month. The \$200.00 per month shall remain in effect through the end of the contract.

- a. Cash-back shall be available to employees who waived health insurance enrollment during the 2013 open enrollment period. No employee shall receive cash back that is not receiving cash back at the end of the 2013 open enrollment period.
- b. Employees transferring to classifications in the Building Trades and Craft Unit who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.
- c. Part-time employees shall be prorated as indicated in 9.2(a).

9.6 LIFE INSURANCE

- a. The City will provide basic life insurance in an amount of \$10,000 to each eligible career employee at no charge. Employees may purchase, at their expense, additional life insurance of \$40,000.
- 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.

9.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer the following Flexible Spending Account (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 Council.

9.8 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. Retiree Health Insurance Contribution Rates and Dental and Vision Insurance Benefits

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 one (1) or more dependent(s) enrolled on the retiree's medical plan shall receive an additional sixty-five dollars (\$65.00) per month, for a total maximum monthly contribution of \$365.00. 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 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 be minimum age fifty (50).
- (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution and dental and vision benefits effective with the date of retirement without regard to age.
- (3) The City's retiree insurance contribution shall be as follows:
 - 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 9.8(a) above.
 - Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service shall be eligible to receive up to seventy-five percent (75%) of

the City's maximum health insurance contribution identified in subsection 9.8(a) above.

- 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 health insurance contribution identified in subsection 9.8(a) above.
- (4) There shall be no City-paid retiree insurance contribution or dental and vision benefits for retirees with less than ten (10) full years of City service.
 - (5) An employee who does not retire 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 23, 2017, shall be eligible for the City's health insurance contribution and dental and vision benefits 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 9.8(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 9.8(a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental and vision benefits for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection 9.8(b)(1) above.

d. Pre-Medicare Eligible Retirees

Pre-Medicare 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 an individual medical plan not sponsored by the City shall only be eligible to enroll in a City medical

plan if the retiree enrolls with an effective date of coverage which is within two (2) years from the date their prior City medical coverage terminated.

e. Medicare Retirees

In order to maintain eligibility for the City retiree health insurance contribution, each eligible retiree and eligible dependent(s) shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits. Medicare retirees may elect to participate in a City-sponsored Medicare medical plan or purchase an individual Medicare medical plan.

Medicare retirees who have enrolled in Parts A and B after becoming eligible for such benefits may elect to participate in a City-sponsored Medicare medical plan without restriction to the amount of time the retiree has waived a City-sponsored medical plan. Medicare retirees may only enroll on their City-sponsored Medicare medical plan a Medicare eligible dependent(s) who has enrolled in Parts A and B.

Medicare retirees who are eligible for Medicare Parts A and B and who elect to purchase an individual medical plan shall only be reimbursed the cost of individual premiums associated with a Medicare Advantage, Medicare Supplemental, and/or Medicare Prescription Drug plan up to their eligible City contribution.

f. 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 as provided in subsection 9.8(a), above.

g. Industrial Disability or Death in Line of Duty Survivors

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

h. 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 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.

i. Medicare Supplement

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

j. Limitation Clause

No employee or retiree shall have any rights provided by this Section 9.8 (Retirees or Survivor Dependents) after July 11, 2025.

k. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After June 30, 2013

(1) No employee hired, rehired, or reemployed on or after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Building Trades and Craft Unit after June 30, 2013, shall be ineligible for any benefits provided by this section, unless the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer.

(2) Employees being recalled from layoff, reinstated consistent with Rules and Regulations of the Civil Service Board, Rule 10.6, or transferring to classifications in the Building Trades and Craft Unit after June 30, 2013, shall be eligible for any benefits provided by this Section only if the employee was eligible for retiree or survivor dependent benefits at the time of layoff, reinstatement, or transfer.

l. Resuming Retiree or Survivor Dependents Benefits for Eligible Personnel Who Unretire from City Service and Subsequently Re-Retire from City Service On/After January 9, 2024

Individuals retired from classifications represented by the Council who are eligible for retiree or survivor dependents benefits under Section 9.8 shall have these benefits suspended if they elect to unretire and return to active employment with the City of Sacramento.

Notwithstanding Section 9.8(k), upon re-retirement from a classification represented by the Council, retirees who were eligible for retiree or survivor dependents benefits under Section 9.8 at the time of their first retirement, shall receive the City contribution to which they were entitled 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 9.8.

Example: An employee retires from a classification represented by the Council 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 Council 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 10 – HOURS OF WORK

10.1 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 such seven (7) day period. This paragraph shall 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 or 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 agrees to discuss with the Council 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 Council.
- c. All employees covered by this Agreement shall be allowed a lunch period of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the workshift. 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 the applicable overtime rate if the hours worked exceed that of their scheduled workshift. This paragraph does not apply to non-career employees.
- d. Employees shall be given at least five (5) workdays' notice prior to a permanent change in their scheduled hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, they shall be paid the overtime rate for all hours worked on the first day of the new shift. This paragraph applies only to those non-career (+1,040) employees who have a permanent shift schedule. This paragraph does not apply to employees in the classifications of Stagehand I and II.

10.2 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 workshift, and fifteen (15) minutes during the last half of an employee's workshift, unless the City and Council 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 Council prior to implementing such change.

10.3 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees 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 11 – OVERTIME/COMPENSATING TIME OFF

11.1 OVERTIME/COMPENSATING TIME OFF (CTO)

- a. Employees who are required to work in excess of their regularly schedule 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. For the purpose of calculating overtime eligibility, all paid time shall count as time worked with the exception of sick leave.

Example #1: When an employee uses any paid leave (e.g., vacation, CTO, etc.) except sick leave, and the number of hours of leave and regular time add up to more than the employee's regular number of hours in a work week, they earn overtime at one and one-half (1.5) times their regular rate of pay for all hours worked over their regular schedule for the work week.

Example #2: When an employee uses paid sick leave, they earn overtime when they have a total of regular and non-sick leave time in an amount in excess of their regular schedule for the work week. Only those hours of regular and non-sick leave time in

excess of their regular work schedule are paid at one and one-half (1.5) times the employee's regular rate of pay.

- 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 Department Head or designee. Considering the request of the employee, the determination of additional pay or time off for overtime compensation shall be made by the Department Head or designee.
- d. Both the cash payment and the CTO shall be computed at the rate of time and one-half (1.5) the number of overtime hours worked. The scheduling or CTO use must be approved in advance by the employee's Department Head or designee.
- e. Employees may accrue up to one hundred and 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.
- f. In the event an employee transfers or is promoted to another division or department, CTO will be paid to the employee in the next full paycheck following the date of transfer or promotion.

ARTICLE 12 – SPECIAL ALLOWANCES

12.1 TOOL ALLOWANCE

The following classifications will be paid a thirty-five dollar (\$35.00) per month tool allowance: Generator Technician, Senior Generator Technician, Supervising Generator Technician, Blacksmith Welder, Machinist, Machinist Supervisor, Electrician (Department of Utilities only), Senior Electrician (Department of Utilities only), and Electrician Supervisor (Department of Utilities only).

The tool allowance will be paid the first two paydays in a calendar month at \$17.50 per payday for a total of \$35.00 monthly.

12.2 TOOL INSURANCE

- a. The City agrees to provide employees in the classifications of Generator Technician, Senior Generator Technician, Supervising Generator

Technician, Blacksmith Welder, Machinist, Machinist Supervisor, Electrician (Department of Utilities only), Senior Electrician (Department of Utilities only), and Electrician Supervisor (Department of Utilities only) insurance on the employee's tools against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for by mysterious disappearance). Tool reimbursement shall be administered as follows:

- (1) The supervisor will review the complement of tools and tool inventory kept by an employee in the workplace; the supervisor will notify the employee of tools which are deemed not necessary for the performance of the job; and such tools shall be removed from the workplace.
 - (2) The employee shall be responsible for providing the supervisor with a current inventory of tools at all times, and no less than once a year. The most recent inventory of tools, reviewed and approved by the supervisor, shall be deemed accurate and complete for purposes of determining the value of a covered loss. The City shall not be liable for any tool(s) not contained in said inventory.
 - (3) In the event of a covered loss, when the conditions of (1) and (2) above are met, the City shall be responsible for the actual value of all tools on the authorized inventory, less the deductible of fifty dollars (\$50).
 - (4) In the absence of an authorized tool inventory within the current year, or the failure to meet the conditions of (1) and (2) above, the City's insurance liability shall be limited to the actual value of the tools lost, or seven thousand five hundred dollars (\$7,500), whichever is less.
 - (5) It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Section. The Council specifically waives the provisions of Labor Code Section 2802, if applicable, as to such tool losses by the terms of this Agreement, and shall not endorse, support or finance a claim by any member of the Council for reimbursement in excess of the limits identified herein.
 - (6) A complete police report is made regarding the loss.
- b. Employees who are assigned temporary work in a higher classification pursuant to Section 8.6 of the Agreement are eligible for tool reimbursement under this Agreement if they meet all of the requirements the same as if they were appointed to the classification.

- c. The City shall waive the fifty dollar (\$50.00) deductible when an employee's tools are stolen from a tool box attached to a City vehicle provided:
 - (1) The tools are identified with the employees last or first name, and
 - (2) The employee completes and signs the City's incident/loss report form.

12.3 PNEUMATIC AND BATTERY TOOL REPAIR

- a. The City will repair employee-owned pneumatic and battery powered tools, including battery replacement, which are used in their regular City service. Employees wishing to take advantage of this policy must include their tools on their tool inventory and must register their tools with the Shop Supervisor and receive supervisor approval to enter their tool into the program. If it is determined during the course of repair that the repair cost exceeds seventy percent (70%) of the current replacement cost, including sales tax, the employee would be required to procure a new tool. The City shall reimburse the employee for the cost of the new tool, or battery at seventy percent (70%) of the current replacement cost, including sales tax, or the cost of repair of the old tool, whichever is less.
- b. Employees wishing to remove one of these tools from the City premises will be required to obtain prior approval from their Shop Supervisor. A re-inspection will be performed when the tool is brought back and re-entered into the tool repair program.
- c. The City will not be responsible for pneumatic tools, battery powered tools, or batteries which are abused, misused, or destroyed while under the above-mentioned program.

12.4 ON-CALL PAY

- a. An employee who is required to remain on call for emergency work shall be paid \$280 per week, or the daily pro rata rate \$40, in addition to the employee's regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay, or actual hours worked, whichever is greater, at one and one-half (1.5) times the employee's regular rate of pay.
- b. Effective January 13, 2024, an employee who is required to remain on call for emergency work shall be paid \$315 per week, or the daily pro rata rate \$45, in addition to the employee's regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay, or actual hours worked, whichever is greater, at one and one-half (1.5) times the employee's regular rate of pay.
- c. Employees who are assigned as a rain patrol standby crew list members and who accept and respond to the emergency work shall receive the daily

prorated standby rate for responding to work. Employees who respond to work shall receive a minimum of two (2) hours pay, or actual hours worked, whichever is greater at the rate of one and one half (1.5) times the employee's regular rate of pay. The employee shall be required to be available and ready to work for the remainder of the regularly assigned standby period, which normally ends just prior to the regular work hours, following acceptance of work.

- d. 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.
- e. Employees who are on standby assignment on New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.
- f. If an employee is assigned to standby and receives telephone contacts and engages in problem resolution which totals in excess of fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater.

12.5 CALL-BACK PAY

An employee not on standby assignment who has completed their regular shift and has left City premises and is called back to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half.

12.6 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 workshift 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.

12.7 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.

12.8 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that employees maintain licenses and/or certifications, the Department Head or designee shall 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.

12.9 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 for employees.

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.

12.10 CERTIFICATE INCENTIVES

Incentive certificate pay shall be paid to eligible employees in the Unit.

- a. An eligible employee is an employee who is required to possess and maintain a current state required license or certificate above the minimum requirements required by the City for performing duties and responsibilities. Incentive pay shall not apply to driver's license.
- b. Where the City requires that employees maintain licenses and/or certificates, the Department Head or designee shall consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications.
- c. The incentive pay shall be paid at the flat dollar amount of thirty dollars (\$30.00) per month for each required current license or certificate.

d. Crane Certification

Employees in the classifications of Machinist Helper, Machinist, Generator Technician, Senior Generator Technician, and Supervising Generator Technician will receive a five percent (5%) incentive for hours actually worked operating a crane which requires a State of California certification. The employee must maintain and provide a valid copy of their Crane certificate to the department within thirty (30) calendar days of obtaining their certificate in order to begin receiving the incentive.

The Department Head or designee will develop a rotation to assist employees with a crane certification in achieving their one thousand (1,000) hours of crane operation in accordance with State regulations.

The City will determine based on the Department's operational need the number of employees desired to receive a State of California Crane certification, the vendor and/or provider who will provide the training and the cost associated with an employee obtaining this certification.

e. Electrician Certification

Employees in the classification of Electrician, Electrician Lineworker, Senior Electrician, Electrician Supervisor, Generator Technician, Senior Generator Technician, and Supervising Generator Technician will receive a one hundred twenty-five dollar (\$125.00) per month incentive for maintaining a valid State of California Electrician certification. The employee must provide a valid copy of their Electrician certification to the Department within thirty (30) calendar days of receiving their certification in order to begin receiving the incentive.

The City will pay the cost of certification for an employee to receive the State Electrician certification.

f. Water Treatment Grade 2 Certification

Employees in the Department of Utilities in the classifications of Machinist, Machinist Helper, and Electrician will receive a one hundred twenty-five (\$125.00) dollar per month incentive for maintaining a valid Water Treatment Grade 2 (T-2 water) certification. The employee must maintain and provide a valid copy of their T-2 water certification to the Department within thirty (30) calendar days of receiving the certification in order to begin receiving the incentive.

The City will pay the cost of certification for an employee to receive a T-2 water certification.

12.11 TECHNOLOGY ALLOWANCE

- a. Supervisors in the classifications of Electrician Supervisor, HVAC Supervisor, Machinist Supervisor, Mechanical Maintenance Supervisor, Plumbing Supervisor, Structural Maintenance Supervisor, and Supervising Generator Technician will receive a monthly technology allowance of one hundred dollars (\$100).
- b. Employees in the classification of Electrician, Senior Electrician, Electrical Design Technician, Machinist, Machinist Helper, Generator Technician, and Senior Generator Technician who are required to work standby and conduct City-related business will receive a monthly technology allowance of fifty dollars (\$50).
- c. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.
- d. Upon approval of the monthly technology allowance the employee shall provide and maintain a personal cellular phone and service that is available to conduct City-related business. The employee and/or the City shall provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business. In addition, the employee shall adhere to the City's records retention policy.

ARTICLE 13 – STAGEHANDS

This provision shall be applicable only to employees in the classification of Stagehand I and Stagehand II.

13.1 SHIFT CHANGES

If an employee's shift is changed more than three (3) times in one (1) calendar month the employee shall receive overtime at one and one-half (1.5) times their regular rate of pay for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period. Provided, however, that the shift change is for four (4) or more hours and the change is at the request of the City.

ARTICLE 14 – LEAVES

14.1 HOLIDAYS

- a. The following shall be the recognized holidays for all employees covered 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. An employee who is scheduled to work on a holiday shall receive holiday pay plus time and one-half (1.5) compensation for working the holiday.

c. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid 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 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>
0.5	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 fifty percent (50%) benefit shall receive no recognized holiday benefit.

- (3) Non-career (-1,040) employees shall not receive recognized holiday benefits.

d. 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.

e. 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 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.

f. Holiday Credit Accumulation

Employees may accumulate holiday credit up to a maximum of eighty (80) hours. All accrued holiday time in excess of eighty (80) hours in any bi-weekly pay period shall be paid to the employee at the 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, employees 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 upon 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; less than 40 hours paid = 0% 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 separating from City employment for any reason shall be paid for all accrued floating holiday time at the straight-time hourly rate of pay.

14.2 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 of 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 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.
- (6) Employees who are eligible to receive a cash payment in-lieu of vacation leave, as provided for in Article 8 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 the 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 been accrued from January 1 to the last day of employment.

b. 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 shall not exceed on 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 14.3, Sick Leave.

14.3 SICK LEAVE

a. Accrual and Usage

- (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 on 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 forgo 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.

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 payment is made.

If the employee electing the payment is separated from City employment before receiving the payment, the employee forfeits any right to receive the payment, but will instead have their sick leave balances credited with the sick leave hours the employee would have accrued from 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 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 from their separation from City service may also convert any or all of their total sick leave credits accrued, less any payment received pursuant to subparagraph (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" form, 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 subparagraph (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 separated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits.
- (2) SCERS
- (a) Upon separation of an employee 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.

- (b) 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

An 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 and the Rules and Regulations of the Civil Service Board, Rule 16 and Attachment A to the Rules and Regulations of the Civil Service Board.

e. 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.

f. Administration of Sick Leave

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

14.4 PARENTAL LEAVE

- a. The parental leave policy applies 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 must have completed at least three (3) years of City 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.

14.5 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 or electronically through the City's payroll system.

- 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.
- l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.

14.6 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 of their scheduled shift in court or on jury duty, the employee will notify their supervisor in advance of the start time so they can be excused from the shift. If the employee is in court or on jury duty less than one half of the scheduled shift, they 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 juror or appearance in court for that purpose, 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 jury duty benefits in accordance with the above stated procedure.

14.7 PERSONAL TIME OFF (PTO)

- 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 16.2(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 PTO shall not cause overtime.
- d. PTO shall not accumulate from calendar year to calendar 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.

14.8 SUPERVISORY PERSONAL TIME OFF

- a. Full-time career employees in the classification of Machinist Supervisor shall be credited with twenty-four (24) hours of personal leave time on July 1 of each fiscal year. Employees appointed after July 1 shall be entitled to a pro rata share of the time based on the number of full months remaining in that fiscal year.
- b. Personal time off shall not accumulate from year to year. If an employee is unable to use all of the time by the end of the fiscal year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

14.9 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.

14.10 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee's 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.

14.11 PAID CITY LEAVE

- a. Within ninety (90) calendar days of adoption by the City Council, employees who are employed in a classification represented by the Council and who are still active on payroll 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 contributions described in Section 14.11(a) may make an irrevocable election to receive 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 hourly 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 14.11(a) shall receive payment for the Paid City Leave balance at the hourly rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

- b. Employees who are employed in a classification represented by the Council on October 31, 2022, shall receive a one-time leave bank contribution of thirty-five (35) hours of Paid City Leave that will become available for use on the first paycheck in January 2023. This Paid City Leave shall not expire, and shall have no cash value except as follows:
- (1) Employees receiving Paid City Leave contributions described in Section 14.11(b) may make an irrevocable election to receive a one-time cash payment by foregoing the thirty-five (35) hours of Paid City Leave in 2023. 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. This cash payment will be made to the employee on the last paycheck in March 2023. Payment shall be made at the hourly rate of pay the employee is receiving at the time of payment is made, less ordinary payroll deductions. If the employee making the irrevocable election separates from City employment for any reason prior to December 31, 2022, the employee forfeits both the right to receive the cash payment and the thirty-five (35) hours of leave.
 - (2) Upon separation from City service, employees with a balance of the Paid City Leave described in 14.11(b) shall receive a payment for the Paid City Leave balance at the hourly rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

ARTICLE 15 – SAFETY SHOES AND SAFETY GLASSES

15.1 SAFETY

The City is committed to and mandated by law to provide its employees with a safe working environment and understands its obligations to do so. The Council agrees that the City shall determine safety, health and property protection measures as required to meet its obligations under the law. The City will conduct safety training, meetings and inspections as mandated by law and operational needs. The City and employees acknowledge the responsibility of each to communicate safety concerns, safety hazards, prevention techniques and safety recommendations and ideas.

15.2 SAFETY SHOES

- a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse employees up to an annual maximum of \$400.00, or up to a maximum of \$500.00 if a special order is required due to a medical need, for the cost of acceptable safety shoes, inserts, and/or repairs to safety shoes. These employees may purchase any brand of safety shoe from any outlet as long as such shoes meet the requirements of being an acceptable “safety shoe” as provided in

the City's Protective Footwear Policy. The annual maximum may be used toward the purchase of a single pair or two (2) pair, as needed, at the same time. When an employee has purchased a pair of safety shoes, inserts, and/or repairs to safety shoes, which do not meet the annual maximum, the employee shall be allowed to use the remainder of the annual maximum for a future purchase in the same year. The City maintains the right to specify the type of required safety shoe.

- b. Except as provided above, employees shall normally be authorized for a single pair of safety shoes. A second pair of safety shoes in the same fiscal year shall be approved if replacement is deemed necessary by the employee's supervisor.
- c. To be eligible for reimbursement or repair of safety shoes under this Section, the employee must obtain prior authorization from their supervisor before purchasing the required safety shoe and must submit the receipt to the supervisor to verify the purchase, substantiate the reimbursement, and remaining annual maximum, if any. Only safety shoes qualify for reimbursement or repair pursuant to this subsection.
- d. Provisions in the City's Protective Footwear Policy regarding authorized safety shoe vendors, vouchers, and invoices shall not apply to employees in classifications covered by this Agreement.

15.3 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 of prescription safety glasses.
- b. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of \$150.00 per pair.
- 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.

15.4 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 16 – LAYOFF

16.1 PURPOSE

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

16.2 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 current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with the Rules and Regulations of the Civil Service Board, classification seniority for the reallocated or demoted employee shall be mutually established by the City and Council at the time of reallocation. Within a regression ladder, 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 classifications within the regression ladder, 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, minus any seniority adjustments.
- (2) **City Service Seniority:** City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position.

- (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.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
 - (a) Resignation, except that any employee who is reemployed and completes a probationary period, if any, in the position to which the employee was 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 step is less than the top step 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.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Building Trades and Craft Unit are as follows:

- (1) Electrician Supervisor
Senior Electrician
Electrician
- (2) Electrician Lineworker
- (3) Blacksmith Welder
- (4) Machinist Supervisor
Machinist

- Machinist Helper
- (5) Senior Plumber
Plumber
Plumber Apprentice
- (6) Senior Painter
Painter
- (7) Structural Maintenance Supervisor
Senior Carpenter
Carpenter
- (8) Stagehand II
Stagehand I
- (9) Mechanical Maintenance Supervisor
Senior Sheet Metal Worker
Sheet Metal Worker
- (10) Roofer
- (11) Supervising Generator Technician
Senior Generator Technician
Generator Technician

e. Permanent Status

For the purposes of this layoff procedure permanent status is attained in a job classification when an employee has successfully completed the probationary period in that job classification.

f. Career and Non-Career

Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

16.3 PROCEDURE

a. Non-Career Employees

When 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. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

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, beginning with the employee with the least such 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. 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: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace an employee in 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 attempting to downgrade is unable to do so, they shall be laid off.
- (4) Notwithstanding any other provisions of this Article, those City employees who have at least ten (10) years of continuous City service seniority and who are unable to downgrade within their current regression ladder shall have the right to return to their last classification in which they held permanent status, if the employee meets the qualifications of that classification, and shall have the right to downgrade through that regression ladder pursuant to Section 16.3(b)(3).
- (5) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within two (2) normal workdays of receiving notice of layoff. Where the employee accepts

a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

- (6) 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, then by random number, if necessary.
- (7) 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 layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) 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. However, the employee who is on sick leave or injury-on-duty status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

16.4 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 8.2 "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 in the permanent classification. 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 salary schedule.

16.5 FRINGE BENEFITS

- a. Upon layoff, employees shall be paid for accrued leave balances and similar benefits, as applicable. 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 sick leave payoff.
- b. Employees laid off who are enrolled in City insurance programs may continue elected coverage 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 Benefits in the Department of Human Resources at the request of the laid-off employee.

16.6 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 inverse order of their downgrade or layoff. 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, but shall have no recall rights to any job classification in which provisional or probationary status was held at the time of layoff or downgrade. 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. Provisional and probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.
- b. 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 are downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

- 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 in the City's payroll system. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested 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, the employee will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other 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.
- d. 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.

ARTICLE 17 – DISCIPLINE

17.1 LETTER OF REPRIMAND

- a. A letter of reprimand shall not be appealable to the Civil Service Board, 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. A letter of reprimand issued on or after October 20, 1990, will be withdrawn from an employee's official personnel file eighteen (18) months from the date of issue provided there has not been additional formal discipline imposed during this period.

17.2 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.

17.3 WITHDRAWAL OF APPEAL

An employee or Council 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.

17.4 SUSPENSIONS AND PAY REDUCTIONS

- a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.
- b. All discipline documents that are removed from the employee's 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.

ARTICLE 18 – UNIFORMS

18.1 UNIFORMS

- a. City-Provided Uniforms
 - (1) The City agrees to provide five (5) uniform changes per week to employees in the Building Trades and Craft Unit (5-5-1), at no cost to the employee.
 - (2) The City may provide uniforms for non-career employees.

b. Stagehand Uniforms

- (1) The City shall provide full-time career employees in the classifications of Stagehand I and II with the following dress uniform in addition to the current work (5-5-1) uniform:
 - 1 blazer
 - 2 shirts
 - 1 pair pants
 - 1 tie
- (2) The City shall be responsible for the repair and replacement of dress uniform items.
- (3) The City shall be responsible for the cost of dry cleaning the sports coat and tie.
- (4) The employee shall be responsible for the cleaning of the dress shirts and pants.
- (5) The City shall designate the events at which the dress uniform shall be worn.

c. Inclement Weather Jacket

- (1) Unit employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.
- (2) Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.
- (3) Employees in the classifications of Blacksmith Welder, Machinist, Machinist Helper, Electrician and Electrician Supervisor shall be provided an inclement weather jacket with the outer layer made of all cotton fibers.

The above specified jacket is not protective safety wear. Required protective safety equipment and gear, determined necessary and mandated for use by management, shall be worn while performing work in and around hazardous conditions.

ARTICLE 19 – MISCELLANEOUS

19.1 NEW OR REVISED JOB CLASSIFICATIONS

- a. It is recognized that the establishment of new or revised job classifications 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 Council 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 Council, the fifteen (15) day period will be extended by an additional ten (10) days.

- b. The Council 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 Council and the City shall follow provisions of applicable state law and the 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 Council shall have the right to file an appeal to the Civil Service Board regarding job classification.

19.2 EMPLOYEE ORIENTATION

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

19.3 EMPLOYEE INFORMATION

- a. At least every thirty (30) days, the City shall provide the Council with a list of employees who are employed in classification represented by the bargaining unit.
- b. To the extent it is known, information shall include: name, classification date; job title; department; work, home, and personal cellular phone numbers; personal email address; and the home address of each employee.

19.4 SELECTION OF VACANCIES

- a. Whenever a vacancy occurs in a particular job assignment of a regular civil service position, and the Department Head or designee, in their discretion, elects to permanently fill said vacancy, employees holding permanent civil service 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 Department Head shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

- b. In the event more than one 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. This Article does not apply to non-career employees.

19.5 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. Employees hired prior to October 20, 1990, who are temporarily unable to maintain the required commercial license, but is able to maintain a Class "C" license, shall, as a result of that failure, be transferred to an alternate assignment, if available, with a salary reduction of 2.5%, until the required license has been obtained in a reasonable amount of time. However, in the event the employee is unable to obtain a required license, the employee shall be separated from employment.

Further, the salary reduction or separation from employment shall not be subject to the grievance procedures provided for in Section 5, nor shall the reduction be considered disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the transferred employee subsequently obtains the required license with endorsements, the employee shall be transferred back to the previous

- c. An employee who is unable to qualify for a required commercial license, due to medical reasons, shall not be subject to the contractual transfer or salary reduction described in section (b), above.

19.6 CONTRACTING OUT

- a. The City shall not contract out for goods or services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Council 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.

19.7 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.

19.8 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 in compensation, reimbursement to the City shall be accomplished by:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from 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.

19.9 TRIAL PERIOD

- a. An employee or a former employee appointed to a career classification as a non-career employee on or after November 22, 1986, shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.
- b. The trial period shall be a thirty (30) calendar day period beginning with the first day the employee reports to work or until the employee has worked one hundred sixty-eight (168) straight-time hours, whichever occurs last.
- c. A non-career employee may be released from their position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.
- d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

19.10 MODIFIED/ALTERNATIVE DUTY POLICY

The City's Modified/Alternative Duty Policy shall be applicable to eligible employees who have been injured on-the-job.

19.11 PERS RETIREMENT PLAN

- a. Member Contribution to PERS Retirement Plan – Classic Members
 - (1) Classic members in miscellaneous classifications shall pay seven percent (7%) of the members contribution to the PERS retirement plan, shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.
 - (2) Effective June 20, 2020, employees covered under Section 19.11(a) (Member Contribution to PERS Retirement Plan – Classic Members) shall pay, through payroll deduction, one hundred percent (100%) of the seven percent (7%) member contribution, plus an additional one percent (1%) of the employer's contribution of PERSable compensation for a total contribution of eight percent (8%) toward the cost of pension benefits as permitted by Government Code section 20516 (Employee Cost Sharing of Additional Benefits). The

parties acknowledge that CalPERS mandates an election of unit members, separate from the ratification of this MOU, to provide for this cost sharing pursuant to Government Code section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code section 20516. Should the membership vote against the CalPERS contract amendment, effective June 20, 2020, the above referenced one percent (1%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code section 20516(f). The Council and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

b. Member Contributions to PERS Retirement Plan – New Members

New members in miscellaneous classifications shall be members in the PERS on terms consistent with the Public Employees' Pension Reform Act (PEPRA). New members shall qualify for the 2% at 62 benefit formula shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan and retirement shall be based upon the highest thirty six (36) consecutive months of compensation.

19.12 SECTION 401(A) MONEY PURCHASE PLAN

As soon as practicable, the City shall establish an IRS Section 401(a) Plan for employees in the classifications of Electrician Supervisor, HVAC Supervisor, Machinist Supervisor, Mechanical Maintenance Supervisor, Plumbing Supervisor, Structural Maintenance Supervisor, and Supervising Generator Technician. The City shall contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary to the 401(a) Plan.

The 401(a) Plan shall conform to all Internal Revenue Code (IRC) requirements. Vesting of City funds occurs with enrollment consistent with the IRC and the 401(a) plan documents.

19.13 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 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 shall 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. Nothing in this Section shall be construed to limit management's right to assign or reassign employees in an emergency.

19.14 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 full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar (\$60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

19.15 PROBATIONARY PERIOD

- a. Probationary Period

The probationary period is an extension of and an integral part of the examination process. It shall be utilized for closely observing the

employee's work, for securing the most effective assimilation of a new employee, and for determining if performance meets the required standards of the job.

- (1) The probationary period for employees in this Unit shall be twelve (12) months in duration.
- (2) An employee may be released, without right of appeal, during the probationary period. Written notice of for the release shall be furnished the probationer.

b. Employee Service Rating and Reports

Employees are entitled to Employee Service Rating and Reports which outline progress and performance in their classifications.

c. The Employee Service Rating and Report shall primarily serve as follows:

- (1) To regularly review employee's performance with the supervisor;
- (2) To ascertain and encourage the improvement in performance or progress of employee;
- (3) To provide effective supervision of an employee; and
- (4) To note and reward outstanding achievement by an employee.

An employee in a twelve (12) month probationary position shall receive such Reports on or about the end of the third, fifth, eighth, and eleventh months of service and annually thereafter.

19.16 ZONAR OR OTHER GPS AND SAFETY STICKERS

Zonar and other Global Positioning Systems (GPS) devices will be used for purposes of improving departmental efficiencies to include, but not be limited to, preserving City resources and preventing unnecessary 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. The City may place one "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.

19.17 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.

19.18 TERM

- a. This Agreement shall remain in full force and effect from July 1, 2023, to and including July 11, 2025.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: January 9, 2024


SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL



Mark Martin
Chief Negotiator


mnooten@cityofsacramento.org (Feb 6, 2024 10:53 PST)

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Leslie Wisniewski
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Approved as to form:


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Brett M. Witter
Assistant City Attorney

EXHIBIT A - EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION AND REQUEST FOR RECOGNIZED EMPLOYEE ORGANIZATION SPONSORED INSURANCE PREMIUM(S)

(Front side of form to be completed and executed by employee.)

I, _____, hereby request and authorize my employer, City of Sacramento, to deduct from my earnings and pay to _____ (insert name and address of payee to whom amounts are to be remitted), the amount of \$ _____ per month for insurance premium(s) covering a plan or plans sponsored by the said recognized employee organization.

PLEASE READ

I understand and agree that:

1. Neither the City of Sacramento, nor any of its officer, agents or employees, make any representations of any kind or nature concerning such insurance plan or plans; and that the City of Sacramento is simply providing payroll deductions as a benefit to those eligible employees who choose to avail themselves of this service and who have decided that they wish to be covered by a plan or plans.
2. The City of Sacramento, and its officers, agents and employees assume no liability on account of payroll deduction made or any action taken or not taken pursuant to this authorization and request.
3. This authorization and request shall remain in effect until terminated by me in writing properly delivered or addressed to the Director of Human Resources of the City of Sacramento or until my present employment with the City of Sacramento terminates for any reason, or until the _____ (insert name of recognized employee organization) ceases to be certified as a recognized employee organization under applicable City law, whichever occurs first.
4. The City of Sacramento will not make the herein authorized and requested deduction from my earnings in the event that my earnings for the pay period from which the said deduction would ordinarily be made are not sufficient after other legally required deductions are made, nor will the City in such event make the said payroll deduction for such period at a later date, nor will the City accept a deposit from me of my contribution for such period for transmittal to the payee.
5. PLEASE NOTE: It is my responsibility to check my payroll stub to verify that the proper payroll deduction I am authorizing and requesting has in fact been made.

(This is to be signed and dated by each employee, and information completed indicating home address, job classification, and department.)

(The reverse side of the form should be completed by an authorized officer of the recognized employee organization.)

The _____(insert name of recognized employee organization) agrees to and does hereby indemnify, defend, and hold the City, its officers, agents, and employees harmless against any claims made, liability incurred, and any suits instituted against them or any one of them on account of the payroll deduction herein authorized and requested.

Accepted on behalf of _____
(insert name of recognized employee organization):

By: _____

(This is to be signed and dated by a duly authorized officer of the recognized employee organization.)