

February 01, 2024

Mark Martin
Sacramento-Sierra's Building and Construction Trades Council
967 Venture Court
Sacramento, California 95825

Email: machinists2182@gmail.com

Re: Department of Utilities Alternative Work Schedule – Trial Program

This Letter of Understanding ("LOU") memorializes the agreement between the City of Sacramento ("City") and Sacramento-Sierra's Building and Construction Trades Council ("Council"), regarding the above referenced matter.

The agreement is as follows:

1. In addition to the existing workweek schedules established in Article 10.1 (b) of the Memorandum of Understanding (MOU) between the City and the Council, the Department of Utilities ("DOU") is establishing an alternative workweek schedule consisting of four (4) consecutive, ten (10) hour workdays, hereafter referred to as the "Trial Program."
2. The Trial Program workdays will be:
 - a. Option 1 – Monday through Thursday
 - b. Option 2 – Tuesday through Friday
3. The normal Fair Labor Standards Act (FLSA) workweek for employees participating in the Trial Program shall begin at 12:01 a.m., Saturday, and end at 12:00 midnight the following Friday. The normal FLSA workweek shall consist of forty (40) hours of work during the workweek.
4. To ensure operational needs are being met, the City shall determine minimum staffing levels and the number of Trial Program positions allocated to either Option 1 or Option 2.
5. The following classifications in the Wastewater, Drainage, and Water Divisions of the Department of Utilities are eligible to participate in the Trial Program:

- a. Generator Technician
 - b. Machinist
 - c. Machinist Supervisor
 - d. Senior Generator Technician
 - e. Senior Maintenance Worker
 - f. Supervising Generator Technician
 - g. Blacksmith Welder
 - h. Electrician
 - i. Senior Electrician
 - j. Electrician Supervisor
 - k. Electrical Design Technician
6. Employee participation in the Trial Program shall be voluntary. To participate in the Trial Program, employees must submit the “4/10 Trial Program Voluntary Participation Form” to their supervisor for approval. The form will allow volunteers to identify their shift preference for “Option 1” or “Option 2.”
 7. Eligible employees who choose not to participate in the Trial Program shall remain on their current work schedule.
 8. The City shall consider classification seniority and the qualified participating employee’s preference for “Option 1” or “Option 2” when establishing shift assignments, however, final assignments shall be determined by the City based upon operational need and each employee’s skill, knowledge, and ability. The Division Manager or designee shall determine both operational need and whether an employee is qualified under this paragraph.
 9. During the first year of the Trial Program, the City shall honor participating employees’ time off requests approved prior to implementation.
 10. The City’s approval of an employee’s participation in the Trial Program and/or the shift assignments made pursuant to this LOU are not subject to the grievance procedure. However, employees who are denied participation or denied their preferred shift may request a review of their individual circumstances by submitting an email detailing their specific concerns within seven (7) calendar days to the Department Director, or designee. The Department Director will review the details of the employee’s concerns and provide the employee a written response within seven (7) calendar days of receipt. The Department Director’s decision shall be final.
 11. Employees participating in the Trial Program may request to revert back to a traditional 5/8 or 9/80 work schedule by providing written request through their

chain of command. Requests will be approved based on operational need and will occur on the start of a new pay period within sixty (60) calendar days after their request has been received by the City. The City will make a reasonable effort to honor any previously approved vacation(s)/time off request(s) made prior to the employee's decision to revert back to a traditional 5/8 or 9/80 work schedule.

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

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

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

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

(Signatures continued on next page)


Sincerely,



Chee Khang Feb 1, 2024
Labor Relations Officer


FOR THE CITY:

AGREED TO:


Pravani Vandeyar (Feb 1, 2024 15:40 PST)
Pravani Vandeyar Feb 1, 2024
Department of Utilities Director


Mark Martin Feb 6, 2024


AGREED TO:


Aaron Donato (Feb 5, 2024 20:47 PST)
Aaron Donato Feb 5, 2024
Labor Relations Manager


FOR THE UNION:

Mark Martin
Unit Bargaining Representative

AGREED TO:


Shelley Banks-Robinson (Feb 3, 2024 04:46 PST)
Shelley Banks-Robinson Feb 3, 2024
Human Resources Director

APPROVED AS TO FORM:


Brett Witter (Feb 1, 2024 14:12 PST)
Brett M. Witter Feb 1, 2024
Assistant City Attorney