

*City of*  
**SACRAMENTO**

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**Personnel Resolution Covering  
Unrepresented Employees**

February 3, 2026

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## ARTICLE 1 – GENERAL ADMINISTRATIVE PROVISIONS

### 1.1 APPOINTING AUTHORITY

- a. For the City of Sacramento, appointing authority for unrepresented employees covered by this Resolution is vested with the Mayor, City Councilmembers, and Appointed Officers. Subject to applicable [Rules and Regulations of the Civil Service Board](#), Council-adopted resolutions, and administrative policy instructions, appointing authority provides for the ability to hire City employees.
- b. The Appointing Authority has the authority, subject to the approved Budget Resolution and administrative policy, to:
  - (1) Allocate full-time equivalent positions to specific job classifications and to establish rates of pay for incumbents in those classifications;
  - (2) Change the number of exempt management positions under their administrative jurisdiction, so long as their total exempt management salary budget does not increase;
  - (3) Adjust the salary of individual exempt positions, so long as the total exempt salary budget for each department does not increase; and
  - (4) Grant performance-based salary adjustments to unrepresented employees consistent with employee appraisal procedures. Salary adjustments shall not apply to non-career employees.

### 1.2 APPLICABILITY

The terms of this Resolution apply to unrepresented employees of the City. This Resolution does not apply to any employee appointed as a retired annuitant.

### 1.3 TYPE OF APPOINTMENTS

- a. Nothing in this Resolution shall create an express or implied covenant or contract or create a property right or tenure for any person appointed to unrepresented classifications covered by this Resolution. All unrepresented employees serve at the pleasure of the Appointing Authority. Consequently, just cause need not be established to impose discipline, and employees covered by this Resolution have no rights to appeal the imposition of discipline.
- b. This Personnel Resolution covers all unrepresented employees of the City of Sacramento appointed or incumbent to any position in the Executive Management, Executive Management Support, Mayor/Council Support,

and Non-Career units as defined by the [Employer-Employee Relations Policy](#). This Personnel Resolution applies to these positions whether the employee is considered full-time, part-time, seasonal, or appointed on a limited-term basis.

#### 1.4 STAFF AIDE POSITIONS

The Director of Human Resources must approve the use of the title of Staff Aide. Staff Aide may be used only in very limited situations, such as when a classification is needed either pending establishment of a new classification or a position is funded for a limited time and no appropriate classification exists. An employee may be appointed to the Staff Aide classification for a maximum of twelve (12) months. The salary for any Staff Aide position shall be established by the Director of Human Resources.

#### 1.5 CITY SERVICE

City service for purposes of calculating benefits shall be calculated using each employee's cumulative career employment with the City. For career part-time employees, City service shall be prorated. The use of prior employment for calculating the City service for rehired employees shall not create a right to retroactive benefits. This provision shall not apply to non-career employees. Non-career employees do not accrue Classification or City Service.

### **ARTICLE 2 – HOURS OF EMPLOYMENT AND OVERTIME**

#### 2.1 HOURS OF EMPLOYMENT

- a. The normal work period for employees shall begin at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.
- b. The normal work week for full-time employees, who are covered by the overtime provisions of the Fair Labor Standards Act (FLSA), shall consist of forty (40) hours of work during the normal work period.
- c. The normal work week shall not apply to employees exempt from the overtime provisions of FLSA. These employees are expected to work any amount of time required to perform the duties of their positions.
- d. The normal work week for part-time employees shall be determined by the Appointing Authority.

## 2.2 WORK SCHEDULES FOR FIRE ASSISTANT CHIEFS ASSIGNED TO SHIFT COMMAND

### a. Shift Command Assistant Chiefs

Three (3) Fire Assistant Chiefs will be assigned to Shift Command and shall be subject to the terms contained within this Section. With the exception of subsection (e), below, nothing in this Section shall apply to other Fire Assistant Chiefs who are assigned to temporarily cover any portion or all of a Shift Command shift.

### b. Daily Hour Value

Upon the transfer from another non-Shift Command assignment to Shift Command, the Fire Assistant Chief's leave banks will be adjusted to reflect 11.2 hours for each eight (8) hours in the existing leave bank. Upon transfer from Shift Command to another non-Shift Command Fire Assistant Chief assignment, the Fire Assistant Chief's leave bank will be adjusted to reflect eight (8) hours for each 11.2 hours in the existing leave bank. The conversion is completed by multiplying or dividing the current balances by the daily hour value of 1.4, depending on whether the employee is going from-or-to a shift command assignment.

### c. Annual Anticipated Hours

The base annual salary for Fire Assistant Chiefs assigned to Shift Command will be the same as for Fire Assistant Chiefs not so assigned, but their hourly rate is calculated based upon an anticipated 2,912 paid hours for each calendar year.

### d. Schedule and Hours

Shifts for Fire Assistant Chiefs assigned to Shift Command shall begin at 7:00 a.m. and end at 7:00 a.m. the following morning. Fire Assistant Chiefs on Shift Command assignment will work a rotating schedule of two (2) consecutive twenty-four (24) hour shifts followed by four (4) consecutive twenty-four (24) hour shifts off duty. The duty schedule is as follows:

“X” denotes work day or duty shift

“O” denotes day off or shift off duty

X-X-O-O-O-O-X-X-O-O-O-O

Payroll records will correctly reflect the above work schedule of Fire Assistant Chiefs assigned to Shift Command commencing with the first pay period that begins after the effective date hereof. Example: A twenty-four (24) hour shift beginning at 7:00 a.m. on a Monday and ending at 7:00 a.m.

on a Tuesday will show seventeen (17) hours on-duty time on Monday and seven (7) hours on-duty time on Tuesday.

e. FLSA Exemption and Fire Assistant Chief Coverage

- (1) Fire Assistant Chiefs are exempt from the provisions of the Fair Labor Standards Act (FLSA) and shall not be eligible to accrue compensating time off or earn overtime pay for time worked in excess of their schedule.
- (2) Notwithstanding the FLSA exemption described above, when a Fire Assistant Chief is required to work during their scheduled time off to fill the role of a Fire Assistant Chief on Shift Command due to a vacancy or absence, the Fire Assistant Chief who is filling in shall be compensated at their base hourly rate, and if eligible, the contractual longevity incentive described in Section 3.9, Longevity Pay (City Charter), below, for all hours worked on the additional Shift Command shift.

2.2 VOLUNTARY WORK FURLOUGH/REDUCED WORKWEEK PROGRAM

The City's [Voluntary Work Furlough/Reduced Workweek Program](#) shall be available to unrepresented full-time employees on the same terms as apply to represented employees.

2.3 OVERTIME FOR ELIGIBLE CAREER EMPLOYEES

- a. All overtime shall be calculated and paid consistent with FLSA requirements. Overtime compensation shall be paid by cash payment or compensating time off (CTO) as determined by the Appointing Authority.
- b. Employees may accrue up to one hundred and twenty (120) hours of CTO.
- c. An employee's request to use accrued CTO must be made in advance and shall be at the discretion of the Appointing Authority. Employees who request use of accrued CTO shall be permitted to use such time within a reasonable period after making the request if the use of CTO does not unduly disrupt the operations of the work unit.
- d. Upon termination from City service, employees shall be paid for any unused CTO hours at the rate of pay at the time of separation.

2.4 OVERTIME FOR ELIGIBLE NON-CAREER EMPLOYEES

- a. All overtime for non-career employees shall be calculated and paid consistent with FLSA requirements. Non-career employees shall be compensated for overtime with pay at one and one-half (1-1/2) times the regular rate of pay in cash payment.

- b. The Appointing Authority may establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour work week.

## 2.5 REMOTE WORK PROGRAM

Employees may work remotely, at the discretion of the Appointing Authority, in a manner consistent with the City's [Remote Work Policy](#).

## 2.6 ALTERNATIVE WORK SCHEDULE PROGRAM

Employees may participate, at the sole discretion of the Appointing Authority, in Alternative Work Schedule Programs such as 9/80 or 4/10 schedules. Employee participation in Alternative Work Schedule Programs shall be dependent on employee performance and shall not disrupt department operations.

## 2.7 EMERGENCY RESPONSE BY DEPUTY FIRE CHIEF AND FIRE ASSISTANT CHIEF

When a Deputy Fire Chief or a Fire Assistant Chief is required to respond to a call for mutual aid during an emergency or disaster, or as part of a strike team, and works in excess of the employee's regular work schedule, the employee shall be paid at the regular hourly rate from time of dispatch until the time they return.

## 2.8 EMERGENCY RESPONSE BY DEPUTY POLICE CHIEF

When a Deputy Police Chief is required to respond to a call for mutual aid during an emergency or disaster and works in excess of the employee's regular work schedule, the employee shall be paid at the regular hourly rate for the duration of the call-up.

# **ARTICLE 3 – FRINGE BENEFIT PLAN/HEALTH AND WELFARE**

The fringe benefit plan described in this Article shall be available to full-time Executive Management, Mayor/Council Support, and Executive Management Support employees. The City shall administer a Cafeteria Plan (Plan) for employees consistent with Internal Revenue Code § 125. The details of Plan eligibility and operational requirements are set forth in Plan documents. The City shall make contributions as defined in Section 3.1, Health and Welfare Contribution (City Contribution). For employees who elect to participate in a City-sponsored health plan, one-half (1/2) of the City contribution will be made to eligible employees on each of the first two (2) paychecks (Eligible Paycheck) in each month.

Eligible employees shall receive a City contribution for each Eligible Paycheck on which the employee is paid for forty (40) or more hours. Employees who are paid less than forty (40) hours on an Eligible Paycheck may continue elected coverage limited to the City's medical, dental, and vision plans for up to six (6) months or the period of time permitted by [Consolidated Omnibus Budget Reconciliation Act \(COBRA\)](#), whichever is

greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

The City shall make the contributions provided in Section 3.1 on either a 100% or 50% basis for full-time, part-time, and non-career (+1,040) employees. Except as provided herein, the City contribution shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of the City contribution for each of the first two (2) paychecks of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid (89.6 hours for Fire Assistant Chief on Shift Command) = 100% contribution; 40-63.9 hours paid (56-89.5 hours for Fire Assistant Chief on Shift Command) = 50% contribution.

### 3.1 HEALTH AND WELFARE CONTRIBUTION (CITY CONTRIBUTION)

a. Employee Only

The City contribution for a full-time employee enrolled in a City-sponsored medical plan for employee only shall be up to a maximum of \$971 per month.

b. Employee Plus One (1) Dependent

The City contribution for a full-time employee enrolled in a City-sponsored medical plan for employee plus one (1) dependent shall be \$1,545 per month.

c. Employee Plus Two (2) or More Dependents

The City contribution for a full-time employee enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents shall be \$2,051 per month.

d. For employees enrolled in an Account-Based Health Plan (ABHP), as defined by the City, the contributions shall be as specified above. To the extent that the premium for the ABHP is less than the monthly City contribution, any excess City contribution shall be credited to the employee's Health Savings Account (HSA), to the extent allowed by law.

e. Full-time employees not enrolled in a City-sponsored medical plan shall receive up to \$747 per month to purchase City-sponsored dental and vision coverage.

f. Employees who are eligible to receive the City contribution who do not provide proof of other group medical coverage or do not enroll in City medical coverage within thirty (30) days of being eligible for the City's contribution shall be enrolled in the lowest cost ABHP medical plan for employee only coverage.

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

### 3.2 COVERED DEPENDENTS

- a. Funds used to pay the health insurance premium cost for a domestic partner and/or a domestic partner's dependent children shall be in accordance with federal and state tax laws.
- 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, dental, or vision plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in Section 3.1.
- 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 twenty-six (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 twenty-six (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 twenty-six (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 twenty-six (26) who reside with the employee. The definition of dependent child for purposes of medical insurance shall also be in accordance with the [Patient Protection and Affordable Care Act](#).
- d. An employee covered as a dependent of another City employee may not enroll in a City medical plan but may enroll in a City dental or vision plan.

### 3.3 LIFE INSURANCE

- a. City-paid basic life insurance shall be:

<u>Group</u>	<u>Amount</u>
Executive Management, Executive Management Support and Mayor/Council Support	\$50,000

- b. Optional Employee-Paid Insurance:

Executive Management, Mayor/Council Support, and Executive Management Support employees may purchase, at their expense, City-sponsored supplemental life insurance subject to limitations specified by the insurance carrier.

### 3.4 LONG TERM DISABILITY

Executive Management and Mayor/Council Support employees shall receive City-paid long-term disability insurance.

### 3.5 FLEXIBLE SPENDING ACCOUNTS

The City offers a Flexible Spending Account program to employees as permitted by Internal Revenue Code and associated Regulations.

### 3.6 DEFERRED COMPENSATION PLAN

Executive Management, Mayor/Council Support, and Executive Management Support career employees may participate in the City's Deferred Compensation 457(b) Plan (Plan) to the extent allowed by law and the Plan documents.

Each participant in the Plan shall contribute one dollar and fifty cents (\$1.50) per month from their Plan balance to the Plan's administrative allowance account.

### 3.7 401(A) MONEY PURCHASE PLAN

The City's established Internal Revenue Code (IRC) § 401(a) Plan shall be made available to eligible career employees and participation for eligible employees shall be mandatory. The Plan shall conform to all IRC requirements. Contributions to the Plan shall be as follows:

- a. For Executive Management and Mayor/Council Support regular employees the City shall contribute four percent (4%) of salary and the employee shall contribute five percent (5%) of salary.
- b. For Executive Management Support regular employees, the City shall contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary.
- c. The 401(a) Plan shall conform to all IRC requirements. Vesting of City funds occurs with enrollment consistent with the Internal Revenue Code, and the 401(a) plan documents.

### 3.8 LONGEVITY PAY (CITY CHARTER)

Employee eligibility for longevity pay shall be determined as provided under [§ 108 of the City Charter](#). The amount to be paid annually on the second check in July after twenty (20) years of City service shall be one hundred dollars (\$100), and after twenty-five (25) years of City service, an additional two hundred dollars (\$200), for a total of three hundred dollars (\$300). This longevity pay is provided for in the City Charter and not through this Resolution. In the event changes are made to the City Charter, those changes shall supersede the provisions of this Resolution.

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

### 3.9 LONGEVITY PAY (UNREP RESO)

Executive Management (Unit 20), Mayor/Council Support (Unit 21), and Executive Management Support (Unit 22) employees who have completed seventeen (17) years of City service shall receive longevity pay in the amount of three percent (3%) of their base rate of pay.

Longevity pay shall be additive and shall not be compounded with any other type of pay or incentive. For purposes of determining employee eligibility for longevity pay, as provided in this Section, years of service shall be determined by an employee's City Service Seniority as defined in Section 1.5, City Service.

## ARTICLE 4 – RETIREMENT

### 4.1 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or eligible survivor dependents shall receive City retiree insurance contributions for medical, dental, and vision insurance benefits from the City as follows:

- a. The maximum City contribution toward the purchase of medical, dental, or vision insurance for retirees is up to three hundred dollars (\$300) per month for the retiree. A retiree with one (1) or more dependent(s) enrolled on the retiree's medical plan shall receive up to an additional sixty-five dollars (\$65) per month, for a total maximum monthly City contribution up to three hundred and sixty-five dollars (\$365). Retirees shall not receive any unused portion of the City contribution as cash.
- b. Retiree Insurance Contributions for Employees Retiring on or after July 1, 1992
  - (1) Employees retiring with thirty (30) or more years of City service shall be eligible for up to the City's maximum retiree health insurance contribution identified in subsection 4.1(a) above on the date of retirement without regard to age.
  - (2) Employees retiring with a minimum of twenty (20) full years of City service but less than thirty (30) full years of City service who are at least fifty (50) years of age shall receive up to one hundred percent (100%) of the City's maximum retiree insurance contribution identified in subsection 4.1(a) above.
  - (3) Employees retiring with a minimum of fifteen (15) full years of City service but less than twenty (20) full years of City service who are

at least fifty (50) years of age shall receive up to seventy-five percent (75%) of the City's maximum retiree insurance contribution identified in subsection 4.1(a) above.

- (4) Employees retiring with a minimum of ten (10) full years of City service but less than fifteen (15) full years of City service who are at least fifty (50) years of age shall receive up to fifty percent (50%) of the City's maximum retiree insurance contribution identified in subsection 4.1(a) above.
- (5) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.
- (6) An employee who does not retire from the Sacramento City Employee Retirement System or 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. Pre-Medicare Retirees

Pre-Medicare retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored medical plan or purchase a non-City medical plan. A retiree who elects to purchase a 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.

d. Medicare Retirees

In order for Medicare eligible retirees to maintain eligibility for the City retiree health insurance contribution, each eligible retiree and eligible dependent must enroll in Medicare Parts A and B upon being eligible for such benefits. Medicare retirees may elect to participate in a City-sponsored Medicare medical plan or purchase an individual Medicare 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 plan without restriction to the amount of time that the retiree has waived a City-sponsored medical plan. Medicare retirees may only enroll eligible dependents on their City-sponsored Medicare medical plan, if the eligible dependents have enrolled in Parts A and B. Non-Medicare dependents may be enrolled as long as the retiree has been enrolled on a City non-Medicare plan within two (2) years of the effective date of coverage for enrollment of the non-Medicare dependent.

Medicare retirees who are eligible for Medicare Parts A and B who elect to purchase an individual medical plan shall only be reimbursed the cost of the individual premium associated with a Medicare Advantage, Medicare Supplemental, and/or Medicare Prescription Drug plan up to the City contribution identified in subsection 4.1(a), above.

e. Retiree Insurance Contribution Exclusion

Retirees who participate in another group medical plan as an employee or dependent spouse shall not be eligible for the City contribution identified in subsection 4.1(a) above.

f. Industrial Disability or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivor benefits will be eligible for up to one hundred percent (100%) of the City's applicable maximum retiree insurance contribution regardless of years of service.

g. Survivor Dependents Benefits

Survivor dependents of eligible retirees shall be entitled to continue receiving the retiree insurance contribution. The benefit to survivor dependents shall be calculated as provided in subsection 4.1(b).

h. Limitation Clause

No employee or retiree shall have any rights provided by this Section 4.1 after June 26, 2026.

i. Elimination of Retirees or Survivor Dependents Benefits

No employee hired, reemployed, or rehired on or after July 20, 2012, shall be eligible for any benefits provided by this Section 4.1. Employees being recalled from layoff or transferring to unrepresented classifications after July 20, 2012, shall be ineligible for any benefits by this Section, unless the employee was eligible for retiree or survivor dependent benefits at the time of layoff or transfer.

## 4.2 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Member Contribution to PERS Retirement Plan – Classic Members

(1) Miscellaneous

Executive Management, Mayor/Council Support, Executive Management Support, and Non-Career PERS eligible employees shall pay eight percent (8%) of salary to the PERS retirement plan.

The PERS contract has been amended to reflect a cost-share agreement in which miscellaneous classic members shall, from the date of the amendment, pay the seven percent (7%) employee contribution and one percentage point (1%) of the employer contribution through PERS cost-share so that all 8% will be credited to the employee's account. Classic members in miscellaneous classifications shall qualify for the 2% at 55 benefit formula based upon the highest twelve (12) consecutive months of compensation.

(2) Police Safety

Executive Management Police Safety employees shall pay twelve percent (12%) of salary to the PERS retirement plan. The PERS contract has been amended to reflect a cost-share agreement in which Executive Management Police Safety classic members shall, from the date of the amendment, pay the nine percent (9%) employee contribution and three percentage points (3%) of the employer contribution through PERS cost-share. Classic members in Executive Management Police Safety classifications shall qualify for the 3% at 50 benefit formula based upon the highest twelve (12) consecutive months of compensation.

(3) Fire Safety

Executive Management Fire Safety employees shall pay twelve percent (12%) of the employer's contribution to the PERS retirement plan. The City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan on behalf of fire safety employees. The City's payments to the member contribution shall be reported to PERS as additional compensation for the purpose of retirement benefit calculations to the extent allowed by law (pay and report). The contract with PERS reflects the proper allocation of funds. Classic members of Executive Management Fire Safety classifications shall qualify for the 3% at 55 benefit formula based upon the highest twelve (12) consecutive months of compensation.

b. Member Contribution to PERS Retirement Plan – New Members

(1) Miscellaneous

Executive Management, Mayor/Council Support, Executive Management Support, and Non-Career PERS eligible employees hired after December 31, 2012, shall be members in the PERS on terms consistent with Public Employees' Pension Reform Act (PEPRA). New members in miscellaneous classifications shall qualify for the 2% at 62 benefit formula, shall contribute 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.

(2) Safety

Executive Management Safety employees hired after December 31, 2012, shall be members in the PERS on terms consistent with PEPPRA. New members in safety classifications shall qualify for the 2.7% at 57 benefit formula, shall contribute 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.

## **ARTICLE 5 – NON-CAREER EMPLOYEES**

### **5.1 NON-CAREER BENEFITS**

Except as provided herein, unrepresented non-career (+1,040) employees do not accrue benefits.

### **5.2 CITY HEALTH AND WELFARE CONTRIBUTION**

- a. Employees in the classification of Fire Recruit shall receive the same City monthly health and welfare contribution amount as provided for the classification of Firefighter in the applicable Memorandum of Understanding.
- b. Employees in the classification of Police Officer Recruit and Community Service Officer (Limited-Term) shall receive the same City monthly health and welfare contribution amount as provided for the classification of Police Officer in the applicable Memorandum of Understanding.
- c. Employees in the classification of Dispatcher Recruit shall receive the same City health and welfare contribution amount as provided for the non-supervisory Dispatcher classification in the applicable Memorandum of Understanding.
- d. Non-Career employees under this Section are not eligible to receive any unused portion of the City contribution as cash.

### **5.3 POOL SAFETY CLASSIFICATIONS**

Employees holding classifications designated as pool safety positions may be eligible for additional compensation for qualifying work associated with the summer aquatics program. Such compensation is authorized solely for the purpose of recruiting and retaining qualified employees at City-operated

swimming pools. Said employees shall be paid additional compensation as follows:

a. Certification Fee Reimbursements

Upon submittal of documents showing successful completion of the required water safety courses and receipts showing fees paid, the City shall reimburse eligible employees up to two hundred (\$200) for completing their certification course work.

b. Recruitment Incentive

Upon successful completion of eighty (80) hours of work in a designated pool safety classification, the City shall pay eligible employees a lump sum amount of two hundred dollars (\$200).

c. Retention Incentive

Upon successful completion of work during the entire summer aquatics season, the City shall pay eligible employees a lump sum amount of four hundred dollars (\$400).

#### 5.4 GENERAL INTERN CLASSIFICATION

Individuals holding the classification of General Intern may be eligible for additional compensation for qualifying work. Additional compensation in the amounts described below is authorized solely for the purpose of recruiting and retaining qualified interns. General Interns may be paid additional compensation as follows:

a. General Interns

(1) Recruitment Incentive

Upon successful completion of eighty (80) hours of work, the City may pay eligible General Interns a lump sum amount of two hundred and fifty dollars (\$250).

(2) Retention Incentive

Upon successful completion of three hundred and twenty (320) hours of work, the City may pay eligible General Interns a lump sum amount of five hundred dollars (\$500).

b. General Interns in the City Attorney’s Office

(1) Recruitment Incentive

Upon successful completion of eighty (80) hours of work, the City may pay eligible General Interns working in the City Attorney’s Office a lump sum amount of five hundred dollars (\$500).

(2) Retention Incentive

Upon successful completion of four hundred (400) hours of work, the City may pay eligible General Interns working in the City Attorney’s Office a lump sum amount of one thousand and five hundred dollars (\$1,500).

5.5 TUITION REIMBURSEMENT – STUDENT TRAINEE

Employees in the classification of Student Trainee, who are in the Police Officer hiring pipeline, may be eligible for tuition reimbursement pursuant to Section 7.4.

**ARTICLE 6 – LEAVES**

6.1 ACCRUAL OF LEAVE HOURS OVER 24 PAY PERIODS

Unless provided otherwise in this Article, leave hours shall accrue over twenty-four (24) pay periods per year, during the first two (2) pay periods of each month.

6.2 VACATION

a. Employees shall be entitled to vacation allowances pursuant to the provisions of [§ 107 of the City Charter](#). Based on length of City service, the accrual of annual vacation allowances shall be as follows:

**Non-Shift Command Hours**

<u>Length of Service</u>	<u>Annual Vacation Allowance</u>
1 to 5 years	10 days/80 hours
5 years and 1 day to 15 years	15 days/120 hours
more than 15 years	20 days/160 hours

**Shift Command Hours**

<u>Length of Service</u>	<u>Annual Vacation Allowance</u>
1 to 5 years	112 hours
5 years and 1 day to 15 years	168 hours
more than 15 years	224 hours

- b. Vacation allowance administration shall be in accordance with the [Rules and Regulations of the Civil Service Board](#), unless an exception is authorized by the City Manager under appropriate circumstances. Employees other than Fire Assistant Chiefs assigned to Shift Command may accumulate a maximum of four hundred and eighty (480) vacation hours. Fire Assistant Chiefs assigned to Shift Command may accumulate a total of six hundred and seventy-two (672) hours. Once these maximums are reached, employees will no longer accrue vacation until such time as the employee's vacation leave balances fall below the applicable maximum.
- c. Employees who are eligible to receive a cash payment in-lieu of vacation leave, as provided for in [Article 8 § 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 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. If the employee electing the in-lieu payment separates from City employment for any purpose before receiving the in-lieu payment, the employee forfeits any right to receive the payment, but will instead have their vacation leave balances credited with the amount of hours that would have accrued from January 1 to the last day of employment.

### 6.3 HOLIDAYS

#### a. Recognized Holidays

Except as otherwise provided, the following shall be recognized holidays for eligible employees:

<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	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. Eligibility

- (1) To be eligible for holiday pay, the employee must be in a paid work status the scheduled workday before and after the recognized holiday. Any payable leave time, such as vacation, and sick shall be considered hours worked for the purpose of holiday pay eligibility.
- (2) A part-time employee, including an employee in a work-sharing program, and 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	
	50% Benefit	100% Benefit
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 50% benefit shall receive no recognized holiday benefit.

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

c. Holiday Observance

- (1) 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:
  - i. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
  - ii. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- (2) If an employee's schedule differs from the traditional Monday-Friday workweek in which a recognized holiday falls, the following shall apply:
  - i. The actual dates as listed above shall be considered as the employee's holiday.

- ii. If the recognized holiday falls on the employee's scheduled day off, the employee shall receive holiday earned for the hours of the holiday benefit.

d. Employee Holiday Earned Accrual (Non-Safety)

Executive Management (Unit 20), Mayor/Council Support (Unit 21), and Executive Management Support (Unit 22) employees (excluding department heads, classifications above department head, Deputy Fire Chiefs, Deputy Police Chiefs, Fire Assistant Chiefs (all shifts), and the Fire Marshal) who are required by their supervisors to work on a holiday shall receive Holiday Earned leave for those hours actually worked on a holiday up to a maximum of eight (8) hours for a full holiday or four (4) hours for a half holiday.

- e. Employees may accumulate a maximum of eighty (80) hours of Holiday Earned hours pursuant to (c) and (d), above. Once the maximum is reached, there shall be no further Holiday Earned accrual until the employee's balance falls below eighty (80) hours. Holiday Earned may be taken by the employee at the discretion of the department head.

f. Holiday Hours for Deputy Fire Chiefs, Deputy Police Chiefs, Fire Assistant Chiefs Not Assigned to Shift Command, and Fire Marshal

Deputy Fire Chiefs, Deputy Police Chiefs, Fire Assistant Chiefs not assigned to Shift Command, and Fire Marshal regularly scheduled to work on a recognized holiday shall receive Holiday Earned leave up to a maximum of eight (8) hours for a full holiday or four (4) hours for a half holiday. Holiday Earned accumulations shall be limited to a maximum carryover of forty (40) hours from the preceding calendar year. Effective the pay period which includes January 8 of each year, earned holiday hours in excess of forty (40) shall be paid to the employee in cash at the employee's regular rate of pay for that pay period.

g. Floating Holidays

(1) Accrual

- i. In addition to the recognized holidays specified above, except as provided below, employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:
  - 1. Each full-time Executive Management, Mayor/Council Support, and Executive Management Support employee shall accrue sixteen (16) hours of floating holiday per calendar year at the rate of forty (40) minutes on each of the first two (2) paychecks each

month, as long as the employee is in paid status forty (40) or more hours of salary on the paycheck that the accrual would occur.

2. A part-time Executive Management, Mayor/Council Support, or Executive Management Support employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue floating holiday credit based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% accrual [forty (40) minutes per each eligible paycheck]; 40-63.9 hours paid = 50% accrual [twenty (20) minutes per each eligible paycheck].

ii. Non-career (-1,040) employees shall not receive floating holiday benefits.

(2) Administration

i. The scheduling of floating holiday time must be approved in advance by the Appointing Authority or designated representative.

ii. An employee may carry-over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. There shall be no cash out of floating holiday hours, either annually or upon separation.

h. Holiday Hours for Fire Assistant Chief Assigned to Shift Command

(1) In lieu of the recognized holidays identified in Section 6.3(a), Recognized Holidays, Fire Assistant Chiefs who are assigned to the Shift Command schedule shall be credited with holiday accrual at the rate of six (6) hours and thirty-two (32) minutes on the first two paychecks of each month. Employees may accumulate twenty-four (24) hours of holiday leave, after which all remaining accruals shall be paid to the employee at the employee's base rate of pay including, if eligible, the contractual longevity incentive described in Section 3.9, Longevity Pay (City Charter).

(2) Holiday hours shall be credited to an employee consistent with (h) (1) only while the employee is in paid status.

(3) Holiday hours shall be used to offset vacation time as follows:

i. Employees earning ten (10) vacation days per year: Holiday Earned = 1:36/shift

- ii. Employees earning fifteen (15) vacation days per year:  
Holiday Earned = 3:00/shift
- iii. Employees earning twenty (20) vacation days per year:  
Holiday Earned = 1:36/shift
- iv. Employees earning twenty (20) vacation days per year and  
who sell back one (1) week in lieu of vacation: Holiday  
Earned = 3:00/shift

(4) Fire Assistant Chiefs who are returning from a Shift Command schedule shall convert any accrued holiday hours in a manner consistent with Section 2.2(b).

i. Closure of Operations on Half Holidays

The City may opt to close operations on Christmas Eve or New Year's Eve. If operations are closed on a designated half holiday, employees are expected to account for their time by using an appropriate form of paid leave or unpaid time off consistent with City policy.

#### 6.4 MANAGEMENT LEAVE TIME

- a. Executive Management and Mayor/Council Support employees exempt from the overtime provisions of FLSA shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week but shall be expected to devote as much time to their employment as may be necessary for the efficient operation of City government.
- b. Executive Management and Mayor/Council Support employees determined by the City to be exempt from the overtime provisions of the FLSA shall be credited with eighty (80) hours of management leave time each calendar year, with the time posted to each employee's leave balances the first pay period in January. Executive Management and Mayor/Council Support employees appointed after January 1 of a calendar year shall be entitled to a pro rata share of eighty (80) hours of management leave time based upon the number of full months remaining in that calendar year. Management leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.

Full-time career Executive Management and Mayor/Council Support employees who receive management leave time pursuant to this subparagraph shall have the option to receive a cash payment for up to forty (40) hours in lieu of the equivalent management leave accruals in the calendar year following the date the employee makes the election. The following rules shall govern this optional payment:

- (1) Any employee exercising such option shall be required to sign an appropriate form requesting payment in lieu of up to forty (40) hours of management leave time which shall be submitted to Payroll no later than November 30.
  - (2) Any employee exercising the option to receive cash in lieu of management leave time shall have the commensurate leave value debited from their leave balances when the payout is processed.
  - (3) The employee shall receive the in-lieu payment on the first paycheck in February of the year following the date of the election.
  - (4) Payment for up to forty (40) hours shall be calculated using the employee's hourly rate of pay on the date that the in-lieu payment is made.
- c. Management leave time shall not accumulate from year to year, and any management leave time not used or cashed out pursuant to the terms of this Section shall be forfeited on December 31 of the calendar year in which it was credited.
  - d. There shall be no cash out of management leave time upon separation.
  - e. Part-time Executive Management and Mayor/Council Support employees shall be credited with a prorated amount of management leave.

## 6.5 ADMINISTRATIVE LEAVE TIME

- a. Executive Management Support employees shall be credited with twenty-four (24) hours of administrative leave time each fiscal year. Such time will be posted in the first pay period in July. Executive Management Support employees hired after July 1 of a fiscal year shall be entitled to a prorated share of administrative leave time based upon the number of full months remaining in that fiscal year. Administrative leave time shall be useable upon being credited, subject to the approval of the employee's immediate supervisor.
- b. Administrative leave time shall not accumulate from fiscal year to fiscal year, and any administrative leave time not used in the fiscal year in which it was awarded shall be forfeited. There shall be no cash out of administrative leave time.
- c. Part-time Executive Management Support employees shall be credited with a prorated amount of administrative leave.

## 6.6 SICK LEAVE

### a. Accrual and Usage

- (1) A full-time employee shall accrue sick leave credits at the rate of four (4) hours on each of the first two (2) paychecks each month, which may be used by the employee in the event of illness or injury which is not job-related. Part-time career and non-career employees earn sick leave on a pro-rata basis per the [Rules and Regulations of the Civil Service Board](#) and/or [California's Healthy Workplaces, Healthy Families Act of 2014](#).
- (2) Employees who have sick leave of at least four hundred and eighty (480) hours on regular schedules or six hundred and seventy-two (672) hours on Shift Command schedules on the last day of the pay period ending on or before November 1 in any calendar year may make an irrevocable election to forego the sick leave accrual of not more than twenty-four (24) hours on standard schedules or thirty-three point six (33.6) hours on Shift Command schedules during the following calendar year and receive instead a cash payment for the number of sick leave hours designated in the election.
- (3) Notification of the irrevocable election must be made in writing to the Payroll Division, Department of Finance, between November 1 and November 30. The payment will be made on the last paycheck in May of the calendar year following the irrevocable election. Payment shall be made at the hourly rate of pay the employee is receiving at the time the payment is made.
- (4) If the employee electing the payment is separated from City employment before receiving the payment, the employee forfeits any right to the payment, but will instead have their sick leave balances credited with the sick leave hours the employee would have accrued from the January 1 following the date of election to the last day of employment.

### b. Sick Leave Cash Out

#### (1) PERS

- i. PERS members hired, reemployed, or rehired prior to January 1, 2005, with more than twenty (20) years of continuous City service, are eligible to cash out sick leave upon separation for reasons of retirement, resignation, layoff or death as follows:
  1. Eligible employees may receive a cash payment equal to 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.

2. Eligible employees with an effective retirement date from PERS within one hundred twenty (120) calendar days of their separation from City service may also convert any or all of their total sick leave credits accrued, less any payment received pursuant to subparagraph 1, 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.
  3. Individuals identified pursuant to [California Government Code § 53245](#) as being the person designated on the employee's "Designation of Person Authorized to Receive Warrants," or in the absence of an identified person pursuant to California Government Code § 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 1, above, may receive payment for thirty-three and one-third (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.
    - ii. Employees hired, reemployed, or rehired on or after January 1, 2005, shall not be eligible for cash out payment of any portion of accumulated sick leave credits.
    - iii. PERS members may convert their sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment from the City for retirement, without regard to date of hire, reemployment, or rehire.
    - iv. No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits.
- (2) SCERS

Upon retirement, SCERS members eligible to accumulate sick leave credits shall receive a cash payment representing the value of thirty-three and one-third percent (33-1/3%) of the sick leave

credits (rounded to the nearest full day) accumulated to the date of retirement.

- c. 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.
- d. The [Rules and Regulations of the Civil Service Board](#) relating to the administration of sick leave privileges and benefits shall apply to all covered employees.

## 6.7 PARENTAL PAY

Pursuant to the City's [Leave Administration Policy](#), full-time employees who have completed at least three (3) years of full-time career City service from the most recent date of hire are eligible for parental pay of up to one hundred and sixty (160) hours of continuous time off. Part-time employees who have completed at least three (3) years of career City service from the most recent date of hire are eligible for parental pay of up to eighty (80) hours of continuous time off. Required career service must be completed preceding either:

- a. The birth of a child who resides with the employee and for whom the employee has physical and 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.

## 6.8 INJURY-ON-DUTY

- a. Full-time career employees shall receive benefits for injuries suffered in the performance of their duties consistent with [§ 253 of the City Charter](#). In the event changes are made to the City Charter, those changes shall supersede the provisions of this Resolution. To the extent permitted by law, the City shall receive a credit for the benefits provided pursuant to Charter § 253 against future workers' compensation benefits.
- b. Safety employees may also be entitled to benefits pursuant to California Labor Code § 4850, as amended.
- c. If the employee qualifies for temporary disability benefits after exhausting the one-year leave of absence for workplace injuries described in Charter § 253, the employee may use accrued leave balances to replace any loss of income. The employee may use full or partial days of leave pursuant to policy for this purpose, but in no event shall the cumulative amount received from temporary disability payments and the use of leave balances exceed the hourly rate of pay of the employee as of the date of injury.

## 6.9 COURT LEAVE

- a. When an employee is absent from work to testify in response to a properly served subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, 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 for jury duty 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.
- b. If a swing shift or graveyard shift employee has served an amount of time that exceeds one-half of the employee's next scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so they will be excused from the shift. If the employee is in court or on jury duty less than one-half the shift, the employee will be required to work.
- c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, they will be required to use vacation or other leave accruals to cover the shift.
- d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.
- e. The City reserves the right to require the employee to reimburse the City for all witness fees or jury remuneration received, less transportation and subsistence allowance.
- f. When a non-career employee is regularly scheduled to work and is ordered to appear in court or report for jury duty, such employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

## 6.10 CATASTROPHIC LEAVE

Employees are entitled to catastrophic leave pursuant to, and consistent with, the City's [Leave Administration Policy](#).

## 6.11 BEREAVEMENT PAY

An employee may receive up to twenty-four (24) working hours of City bereavement pay for time taken off for the death of the employee's spouse, registered domestic partner, parent, sibling, child, grandchild, or grandparent. The employee may use sick leave as outlined in the [Rules and Regulations of the Civil Service Board](#) for additional time off or to attend to other death, bereavement, or funeral needs.

Bereavement Pay is expressly excluded from the conversion requirements set forth in Article 2.2 (b) of the Agreement for Fire Assistant Chief on Shift Command.

## 6.12 FAMILY AND MEDICAL LEAVE

Employees may be entitled to leave pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability leave (PDL) consistent with the City's [Leave Administration Policy](#).

## 6.13 PERSONAL TIME OFF

- a. Full-time career employees who have completed ten (10) full years of City service shall be credited with twenty-four (24) hours of personal leave at the beginning of the first pay period in January of each year. Part-time career employees who have completed ten (10) full years of City service shall be credited with a prorated amount of time based on their regular schedule.
- b. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.
- c. Non-career employees are not eligible for personal leave benefits.
- d. Personal Time Off is expressly excluded from the conversion requirements set forth in Article 2.2 (b) of the Agreement for Fire Assistant Chief on Shift Command.

## 6.14 PAID CITY LEAVE (PCL)

- a. Employees who were both in an unrepresented classification in Units 20, 21, or 22, and on the payroll on April 9, 2022, were granted thirty-five (35) hours of Paid City Leave (PCL). Employees who were both in an unrepresented classification in Units 20, 21, or 22, and on the payroll on October 31, 2022, were granted thirty-five (35) hours of PCL. This PCL shall not expire and shall have no cash value except upon separation from City service. Employees with a balance of the PCL upon separation shall

receive a payment for the PCL balance at the straight time rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

- b. The total maximum number of PCL an employee may receive is seventy (70) hours. Employees who promote or transfer to a classification covered by the Unrepresented Resolution and who previously received PCL hours while employed in a represented classification covered by a memorandum of understanding (MOU) that provided PCL, may carry over the balance of their remaining PCL hours, if any. However, under no circumstance will any employee be provided more than a total of seventy (70) PCL hours.

**ARTICLE 7 – REIMBURSEMENTS AND ALLOWANCES**

**7.1 TRANSPORTATION AND PARKING ALLOWANCES**

a. Reimbursement for Use of Privately-Owned Vehicles

- (1) Charter Officers or their designees may offer reimbursement for the use of privately-owned vehicles on City business or as compensation in lieu of the use of City vehicles on City business subject to the limits identified in this Article. Employees receiving a vehicle allowance prior to August 8, 2013, may continue to receive the amount of that reimbursement, even if in excess of the limits set below:

Executive Team Members	\$500/month
Division Managers	\$250/month
Professional Level	\$0 - \$175/month
Support/Miscellaneous Staff	\$0 - \$100/month

- (2) Executive Management and Mayor/Council Support employees shall receive City-provided parking. Executive Management Support employees are eligible for City-provided parking.
- (3) Employees receiving less than two hundred and fifty dollars (\$250) in monthly vehicle allowance may receive out-of-town mileage reimbursement. Reimbursement for out-of-town mileage shall be at the general mileage reimbursement rate (minus twenty-five (25) miles for individuals receiving a monthly vehicle allowance) or comparable coach airfare, whichever is lower.

- b. Any automobile operated on City business by any employee receiving a monthly vehicle allowance shall be insured against liability in persons and property, including wrongful death, in an amount at least equal to \$100,000

per person, \$300,000 per accident, and property damage limits at least equal to \$50,000 (100/300/50).

c. Monthly Bus Transportation Reimbursement

(1) Sacramento Regional Transit District (SRTD)

Full-time Executive Management, Mayor/Council Support, and Executive Management Support employees who utilize SRTD for home-to-work transportation are eligible to receive an eighty percent (80%) City-paid SRTD monthly non-zone sticker pass in lieu of the City-paid parking and vehicle allowance. Part-time employees shall be eligible for a fifty percent (50%) price discount on the monthly non-zone sticker pass. The employee must notify the Department of Finance, Revenue Division, prior to the first day of the month to obtain the monthly pass discount for that next month. Non-career employees shall not be eligible for the allowance. An employee who receives a reimbursement for use of a privately-owned vehicle shall not be eligible for benefits under this Section.

(2) Other Public Transportation

Eligible full-time employees, as described in Section 7.1(c)(1), who regularly utilize other public transportation regulated by the Public Utilities Commission or the equivalent for home-to-work commuting, are eligible for monthly transit pass reimbursement up to eighty percent (80%) of the cost in lieu of City-paid parking and vehicle allowance. 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, prior to the first day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred and twenty dollars (\$120). An employee who receives a reimbursement for use of a privately-owned vehicle shall not be eligible for benefits under this Section.

(3) Downtown Parking Subsidy

i. Eligible full-time Executive Management Support employees, as described above, who work in the downtown area, shall receive a ninety dollar (\$90) per month transportation allowance. Part-time Executive Management Support employees who work in the downtown area shall receive a sixty dollar (\$60) per month transportation

allowance. Non-career employees shall not be eligible for the allowance.

- ii. Employees who receive City-paid parking as described in 7.1 shall not be eligible for the downtown parking subsidy.

d. Discounted Parking Rates

Discounted parking will be available to Executive Management Support employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage at a cost of seventy percent (70%) of the regular Memorial Garage monthly rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate.

e. City Vehicle Retention

The City Manager/Charter Officers may authorize overnight home retention of City vehicles for public safety assignments, on-call assignments, and other special or emergency assignments. Employees having custody of City vehicles must reside within thirty-five (35) air miles from the freeway interchange at W-X, 29th-30th Streets, so as to provide the citizens of this City with an effective response capability to emergencies.

## 7.2 FIRE UNIFORM ALLOWANCE

Safety management personnel employed in the Fire Department shall receive a uniform allowance of thirty-five dollars (\$35) bi-weekly for the purchase of regulation items of uniform that the Fire Department requires to be worn as a condition of employment.

## 7.3 POLICE UNIFORM ALLOWANCE

Safety management personnel employed in the Police Department shall receive a uniform allowance of thirty-five dollars (\$35) bi-weekly for the purchase of regulation items of uniform that the Police Department requires to be worn as a condition of employment.

## 7.4 TUITION REIMBURSEMENT

Employees will be reimbursed for the cost of tuition up to a maximum of one thousand and five hundred dollars (\$1,500) per calendar year, pursuant to the City's Employee Educational Assistance Program, as amended. Except as provided in Section 5.5, Tuition Reimbursement, non-career employees are not eligible for tuition reimbursement.

## 7.5 STATE OF CALIFORNIA BAR DUES

The actual cost of mandatory State Bar dues shall be paid for employees in attorney classifications in the City Attorney's Office. In the sole discretion of the City Attorney, the City Attorney may approve reimbursement, from the budget of the employing department, for other licensed City employee attorneys whose legal skills and abilities represent a significant benefit to the City. The City Attorney may authorize such reimbursement after being provided documentation establishing payment was made by the employee requesting the reimbursement.

## 7.6 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that an employee maintain a license and/or certification, the Department Head or designee may, on a case-by-case basis, reimburse the employee for costs associated with the renewal of such license. This Section shall not apply to driver's licenses.

## 7.7 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 is responsible for obtaining the CEUs. The City may provide the needed CEUs or reimburse the employee for the cost of such training.

## 7.8 BILINGUAL PAY

- a. The City may authorize bilingual pay when it is determined to be operationally necessary. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient and, if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process necessary to authorize the bilingual pay.
- b. Bilingual pay shall be paid at the rate of forty dollars (\$40) per month for any month in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operations.

## 7.9 TECHNOLOGY ALLOWANCE

- a. If the City requires an employee in the Executive Management, Executive Management Support, or Mayor/Council Support unit to be generally accessible via technology device for the conduct of City-related business, the City shall provide a technology allowance in accordance with the provisions of this Section.

- b. Employees in the Executive Management, Executive Management Support, or Mayor/Council Support units may be authorized a monthly technology allowance of up to one hundred dollars (\$100).
- c. Upon approval of the technology allowance, the employee shall provide and maintain a personal cellular phone and service that is available to conduct City-related business. The employee shall provide, and the City may publish, the cellular phone number to designated individuals and organizations with whom the employee normally conducts City-related business.

#### 7.10 NOTARY PAY

An Executive Management Support employee who is required to maintain, or who obtains for City benefit, a notary registration shall receive a monthly certification pay of thirty dollars (\$30).

### **ARTICLE 8 – MISCELLANEOUS**

#### 8.1 RESTRICTIONS UPON OFFICERS AND EMPLOYEES

- a. Consistent with Sacramento City Code 2.16.010, no employee shall be interested directly or indirectly in any contract or transaction with the City or with any department, board, officer or employee thereof, nor become surety for the performance of any contract made with or for the City upon bonds given to the City.
- b. No employee shall receive any commission, money or thing of value, or derive any profit, benefit or advantage, directly or indirectly, from or by reason of any dealings with or service for the City by the employee or others, except the lawful compensation paid to such employee.
- c. No employee shall hold status in more than one (1) classification, nor receive more than one (1) salary from the City for the same work or hours of work.

#### 8.2 OFF-DUTY EMPLOYMENT OF EXEMPT EMPLOYEES

- a. Employees shall not engage in any other employment, work, profession, business, or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is contrary to the most effective performance of the mission of City management or the best interests of the City.
- b. Employees shall not accept any off-duty employment without the express consent, in advance, of the Appointing Authority or designated representative.

- c. Employees shall submit annual requests for approval for off-duty employment at the beginning of each fiscal year.
- d. An employee shall not work:
  - (1) In any employment, which will tend to bring discredit upon City management, or which is detrimental to City goals, or which will reduce an individual's efficiency or usefulness as a City employee.
  - (2) In any employment requiring an affiliation, membership, or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the City or the public interest.
  - (3) In any employment for any other municipality or political subdivision of the state or federal government (except with the express written authorization of the Appointing Authority).
  - (4) In any off-duty position while on sick leave or injured-on-duty status.
- e. An employee may request authorization for off-duty employment by forwarding a letter of request to the Appointing Authority. The letter should provide details concerning the type of employment, expected duration of employment, and the employer's name.
- f. The Appointing Authority will notify in writing to the employee of action taken on the request for off-duty employment. A copy of the letter will be retained in the employee's personnel file.
- g. Authorization for off-duty employment may be revoked at the discretion of the Appointing Authority at any time.
- h. Part-time, seasonal, or limited-term employees are not subject to the restrictions of this Section.

### 8.3 PAYROLL ERRORS

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

- (2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances 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, which leads to collection efforts or other legal remedies, the overpayment collection shall not exceed twenty-six (26) pay periods.

- 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.

#### 8.4 RETIREE COURT APPEARANCE FEES

A retired City employee who is subpoenaed to appear in court on behalf of the City in their capacity as a former City employee shall receive a court appearance fee if the employee reports at the time specified for their particular testimony regardless of whether the employee is ultimately required to testify. The court appearance fee shall be one hundred twenty-five dollars (\$125) for a full day or seventy-five dollars (\$75) for a half day, which is defined as four hours or less. Nothing herein shall serve to establish an employment relationship for any purpose, including, but not limited to, employee benefits, reimbursements, compensation, court cancellation fee, or any other rights.

#### 8.5 OUT-OF-CLASSIFICATION PAY

- a. Unit 09

Temporary assignments to higher classifications shall be permitted only in those classifications where, in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the base rate of pay the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. Departments shall establish internal tracking and approval systems for out-of-classification pay administration.

b. Units 20, 21, and 22

If a supervisor assigns an employee to perform the full range of duties of a higher classification, the employee shall receive out-of-classification pay up to a maximum of ten percent (10%) the employee's base rate of pay, but not more than the maximum salary of the higher classification. A department head may approve out-of-classification pay greater than ten percent (10%) with written justification and approval by the appropriate Charter Officer. Employees shall not receive out-of-classification pay in a department head's absence, unless the department head is on a leave of absence of at least ten (10) consecutive calendar days for a reason identified in the City's [Leave Administration Policy](#), and the full range of responsibilities and decision-making authority of the department head has been delegated to the employee. Additionally, employees are not eligible for out-of-classification pay when their job specification states they may act in the absence of the department head.

8.6 SALARY STEPS FOR EMERGENCY MEDICAL SERVICE TRAINEE (EMS TRAINEE)

- a. EMS Trainee shall be a non-career, part-time classification for recruiting and training to learn the duties of a Fire Service Paramedic for the Sacramento Fire Department.
- b. The EMS Trainee classification shall consist of five (5) salary steps with five percent (5%) between steps.
- c. Employees in the classification of EMS Trainee shall be advanced to the next higher step of the salary range of the classification upon successful completion of twenty-six (26) weeks (520 hours) of service. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (1,040 hours) intervals to succeeding steps of the assigned salary range.

8.7 SALARY RANGE ADJUSTMENTS FOR DESIGNATED CLASSIFICATIONS

Unrepresented classifications in the Executive Management (Unit 20), Mayor/Council Support (Unit 21), and Executive Management Support (Unit 22) units, who have similar or equivalent classifications in the Sacramento City Exempt Employees Association (SCXEA) shall receive salary range adjustments by the same percentage, and on the same dates, as salary range adjustments received by the SCXEA classifications. In addition, a salary compaction review will be performed to ensure the City maintains minimum spreads between SCXEA classifications and higher-level unrepresented classifications. Any needed range adjustments will take place as soon as practicable following implementation of SCXEA range increases and after the City Council approves the rates (salary

schedule) for the unrepresented classifications at a public meeting pursuant to the California Code of Regulations § 570.5.

No department head or classification above department head shall be considered similar or equivalent to any SCXEA classification.

The City retains sole discretion to determine which job classifications represented by SCXEA are similar or equivalent to any unrepresented classification.