

City of
SACRAMENTO

and

Western Council of Engineers

Labor Agreement

Covering All Employees In The Engineering 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 WESTERN COUNCIL OF ENGINEERS, hereinafter referred to as the WCE, has as its purpose the promotion of harmonious labor relations between the City and the WCE, 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 WCE as the exclusive bargaining agent for all employees in the Engineering Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the WCE on all matters relating to the scope of representation pertaining to the said employees as authorized by law.
- b. The classifications currently within the Engineering Unit are as follows:
 - Junior Engineer
 - Assistant Civil Engineer
 - Assistant Electrical Engineer
 - Assistant Mechanical Engineer
 - Associate Civil Engineer
 - Associate Electrical Engineer
 - Associate Mechanical Engineer
 - Assistant Architect
 - Associate Architect
 - Landscape Assistant
 - Junior Landscape Assistant
 - Associate Landscape Architect
 - Telecommunications Engineer I
 - Telecommunications Engineer II
 - Telecommunications Engineer III
- c. The WCE 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.

ARTICLE 2 – ENTIRE AGREEMENT

2.1 ENTIRE AGREEMENT

- a. This Agreement, when signed by both parties hereto, and approved by 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 WCE. Any such changes validly made shall become part of this Agreement and subject to its terms.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive rights, 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 City Charter, ordinance, and Rules and Regulations of the Civil Service Board provisions; (d) to discipline employees in accordance with applicable Rules and Regulations of the Civil Service Board; (e) to dismiss employees because of lack of work 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 may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – WCE RIGHTS

4.1 WCE REPRESENTATION

The WCE shall notify Labor Relations of the employee(s) it has designated as Local Chapter Representative(s) and alternate representative(s) with whom the City shall communicate with as representatives of the WCE. Such representative(s) shall be allowed reasonable time off with pay relating to the administration of this Agreement, subject to the scheduling of such time with said representative's supervisor.

4.2 PAYROLL DEDUCTIONS

- a. In addition to continuing existing payroll deductions for group medical insurance plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the WCE for (1) the normal and regular monthly membership dues and (2) insurance premiums for plans to which the City is not the contracting party.

No action is necessary unless WCE members are making any changes to payroll deductions.

- b. All of 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 authorization forms agreed to by the City and the WCE and shall include:

- Employee full name
- Employee date of birth
- Employee e-Caps ID number or the last four numbers of their Social Security number
- Amount or percentage of bi-weekly membership dues
- Additional deductions (e.g., life insurance)
- Any additional necessary information

Any future changes or modifications to the authorization form shall be agreed upon between the City and the WCE.

- (2) Such deductions shall be made only upon submission by the WCE to the Payroll Division Department of Finance, of the said dues authorization form.
- (3) When changes in rates affect large groups of the WCE members, the WCE may, in place of the agreed upon dues authorization form, notify the Payroll Division, Department of Finance, by email, of the new rate, and clearly define the group of the WCE members who are affected.
- (4) The WCE is responsible for submitting the dues authorization form to the Payroll Division, Department of Finance, for any changes in the amounts to be payroll deducted from the paychecks of employees who have so authorized.
- (5) Dues deductions shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) paychecks each month.

- (6) Unless notified in writing by the WCE of an employee's request to cancel their WCE 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 dues authorization form notating in the "Additional Information" column that it is a membership cancellation.
- (7) The City will remit to the WCE a check for all of the deductions.
- (8) The City must approve all payroll deductions for insurance premiums for plans to which the City is not the contracting party.
- (9) Upon notification by the WCE, 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.
- (10) All career employees who are paid one (1) or more hours of salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1040) employees who are paid forty (40) or more hours salary during a bi-weekly period shall have the option to become members of the WCE.
- (11) The WCE shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the WCE. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.
- (12) The WCE agrees to indemnify, defend, and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the WCE.
- (13) This hold harmless and indemnity agreement shall include but not be limited to employee legal action of any sort or nature against the City based upon or related to this Section.

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the WCE agree to implement the following Grievance Procedure:

5.1 PURPOSE

- a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the City Charter vests jurisdiction elsewhere.

- b. The purposes of this procedure are:
 - (1) To resolve grievances informally at the lowest possible level;
 - (2) To provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 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 WCE 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 thirty (30) calendar days after occurrence of the events on which the grievance is based. With the consent of the City's third step representative, the thirty (30) 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 WCE, the City, or their authorized representatives.

5.3 EMPLOYEE RIGHTS

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

5.4 STEP ONE

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

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- b. The remedy or correction requested of the City.
- c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

- d. The grieving employee's supervisor shall give their answer to the grievance in writing within fourteen (14) calendar days from the time they received the grievance in writing. The supervisor's 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.

5.5 STEP TWO

The appeal to the second step will be made within fourteen (14) calendar days after receipt of the City's Step One response. The hearing of the grievance will be held within fourteen (14) calendar days of the second step appeal. The WCE representative and designated departmental representative will meet in an effort to settle the matter. The City's answer shall be made no later than fourteen (14) calendar days after the hearing is held. The employee has fourteen (14) calendar days after receiving the City's Step Two response to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

- a. The WCE 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.

5.7 ARBITRATION

- a. If the third step answer is not satisfactory to the employee, the WCE may appeal the grievance to arbitration. The request for arbitration must be given in writing to the Labor Relations Manager by the WCE within fourteen (14) calendar days from the date of the third step answer.
- b. An arbitrator may be selected by mutual agreement between the WCE'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 State Mediation and Conciliation Service or 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 WCE, and employee.
- e. The fees of the arbitrator and the court reporter, if used, will be borne equally by the WCE 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 the time limits, the WCE may process the grievance to the next step of the grievance procedure. Time limits at each step of the grievance procedure may be extended by mutual agreement of the parties.
- h. The WCE representative shall have the authority to settle grievances for the WCE or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

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

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

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

6.2 SALARIES

- a. Effective December 30, 2023, all salary steps shall be increased by seven percent (7%).

This increase to all salary steps will be implemented within ninety (90) calendar days after the adoption of this Agreement by City Council. Only those employees who are on the payroll and who are employed in a classification covered by this Agreement on the date of implementation will receive the increase retroactively.

- b. Effective June 29, 2024, all salary steps shall be increased by three percent (3%).

6.3 PROFESSIONAL ACHIEVEMENT PROGRAM

a. Employees in the eligible classifications listed below shall receive a professional achievement incentive in addition to their base salary as follows:

- (1) Employees in the classifications of Assistant Engineer, Assistant Architect, and Landscape Assistant shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of each of the following professional licenses up to a maximum of five percent (5%) and the incentives shall not be compounded:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

- (2) Employees in the classifications of Associate Engineer, Associate Architect, and Associate Landscape Architect shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of two (2) of the following professional licenses:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

b. Payment of such incentive(s) is not intended to impair or alter the City's ability to transfer or reassign an employee.

c. Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration and shall be applicable for the duration of the license.

6.4 CASP CERTIFICATION PAY

- a. Human Resources, in coordination with Department Heads, shall determine the classifications and the number of employees authorized to be CASp Certified. The City shall notify the WCE upon determination of eligible employee(s).
- b. Authorized employees who obtain a Certified Access Specialist (CASp) certification from the California Division of the State Architect shall be paid five percent (5%) of their base rate of pay for such certification. This incentive is additive and does not compound with any other incentive(s).
- c. Authorized employees who obtain CASp certification will be reimbursed for the receipted pre-approved costs and fees associated with obtaining and maintaining the certification. Authorized training for this certification shall be on City-time.

ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

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

7.2 ADVANCEMENT IN RATE OF COMPENSATION

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

classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

(4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

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

c. Effective Date of Step Increases/Payroll Changes

Increases to employees who successfully complete twenty-six (26) weeks of service shall become effective on the first day of the following bi-weekly pay period. The 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 following week. Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase.

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 of 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, where fifty-two (52) weeks is required.
- (5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

7.7 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). The parties acknowledge that Longevity Pay is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding Longevity Pay.

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

7.8 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.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to eligible employees and participation shall be mandatory. The City will contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary to the 401(a) Plan.

ARTICLE 8 – HEALTH AND WELFARE

8.1 LIFE INSURANCE

- a. The City provides basic life insurance in the amount of \$50,000 to each eligible career employee at no charge.
- b. Employees may also purchase, at their expense, supplemental life insurance at an amount of up to three (3) times their annual salary subject to limitations specified by the insurance carrier.

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

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

- c. 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.
- d. The amount of City contribution as provided in Section 8.4 for each of the first two (2) paychecks of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

8.3 CONTRIBUTION TO NON-CAREER EMPLOYEES

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

8.4 AMOUNT OF CONTRIBUTION

- a. Employees Enrolled in an Account-Based Health Plan (ABHP)
 - (1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).
 - (2) Employees enrolled in an ABHP, the City contributions shall be as specified in Section 8.4, below. To the extent that the premium for the ABHP is less than the City contributions outlined below, any remaining City contribution shall be credited to the employee's HSA, to the extent allowed by law.

- b. Employees Not Enrolled in an Account-based Health Plan (ABHP)
- (1) Effective April 23, 2022, for full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$838.00 per month.
 - (2) Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$955.00 per month.
 - (3) Effective April 23, 2022, for full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,333.00 per month.
 - (4) Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,520.00 per month.
 - (5) Effective April 23, 2022, for full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$1,777.00 per month.
 - (6) Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$2,026.00 per month.
- c. Effective the first paycheck of 2025 for plan year 2025, the City shall contribute fifty percent (50%) of the first fifty dollars (\$50.00) of premium increases, up to a City 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) Kaiser HMO, Delta Dental PPO, and VSP basic vision plans. The employee shall be responsible for any premium increase(s) which exceeds this amount.
- d. 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.
- e. Part-time employees shall be prorated as indicated in subsection 8.2(d).
- f. If all City bargaining units agree to the change, employees who are eligible to receive a City contribution who do not provide proof of other group medical coverage or who do not enroll in City medical coverage within thirty (30) calendar days of being eligible for the City's contribution shall be enrolled in the lowest cost ABHP medical plan for employee only coverage. If all City bargaining units do not agree to the change, the City will continue to enroll such employees in the lowest cost traditional HMO medical plan for employee only coverage.

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

8.5 COVERED DEPENDENTS

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, or adopted child; the natural or adopted child of an employee's spouse or registered domestic partner; children up to the age 26 who are placed under the legal guardianship of an employee, the employee's spouse, or the employee's registered domestic partner; children under the age of 26 in which the City has received a notice of Qualified Domestic Relations Order of required coverage; and disabled unmarried children over the age of 26 who reside with the employee.

The definition of a dependent child for purposes of medical insurance shall also be in accordance with the Patient Protection and Affordable Care Act.

An employee covered as a dependent of another City employee may not enroll in a City medical plan but may enroll in a City dental or vision plan.

8.6 CASH-BACK LIMITS

- a. The cash-back for eligible employees who have waived City-sponsored medical insurance continuously since October 15, 2013, shall be \$200 per month. The \$200.00 per month shall remain in effect through the end of the contract. Part-time employees shall be pro-rated as indicated in 8.2(d).
- b. New employees or employees who were not receiving cash-back as of October 15, 2013, shall not be eligible for any cash-back.
- c. Cash-back shall be available to employees who waive medical insurance enrollment during the 2013 open enrollment period. The cash-back option shall be closed to any new enrollments for employees who waive medical coverage after the 2013 open enrollment period.
- d. Employees transferring to classifications in the Engineering 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 medical insurance.
- e. Eligibility for cash-back shall be lost if an employee participates in any City-sponsored medical, dental or vision plan. Cash-back shall not be included in the employee's regular rate of pay when determining such rate for contract overtime.

8.7 FLEXIBLE SPENDING ACCOUNTS

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

- a. Out-of-pocket costs for City-sponsored medical, 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 WCE.

8.8 RETIREE HEALTH SAVINGS ACCOUNT

- a. Employees shall contribute twenty dollars (\$20.00) per pay period to a Retiree Health Savings Account (RHSA). Employee contributions shall be on a pre-tax basis, to the extent allowed by law. The RHSA allows both City contributions as well as mandatory pre-tax employee contributions; however, there shall be no City contributions to the RHSA.
- b. The City shall pay the quarterly administrative fee on behalf of each active employee of an amount not to exceed twenty-five dollars (\$25.00) annually.

8.9 RETIREES OR SURVIVOR DEPENDENTS BENEFITS

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

a. Retiree Insurance Contribution

The maximum City contribution towards the purchase of medical, dental, or vision insurance for retirees is \$300.00 per month for the retiree. A retiree with a dependent enrolled on the retiree's medical plan shall receive an additional \$65.00 per month. 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) Except as provided below, to be eligible for the City retiree insurance contribution for retiree only, 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 effective with the date of retirement without regard to age.
 - (3) The City's retiree insurance contribution shall be as follows:
 - (a) Employees with a minimum ten (10) full years of City service, but less than fifteen (15) full years of City service shall be eligible to receive a maximum of fifty percent (50%) of the City's retiree insurance contribution identified in subsection 8.9(a) above.
 - (b) 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 retiree insurance contribution identified in subsection 8.9(a) above.
 - (c) Employees with a minimum of twenty (20) full years of City service shall be eligible to receive up to one hundred percent (100%) of the City's retiree insurance contribution identified in subsection 8.9(a) above.
 - (4) There shall be no eligibility for the City's retiree insurance contribution if the employee elects to take a deferred retirement.
 - (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 (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 Contributions for Persons in Deferred Retirement Status as of January 1, 1991, are as follows:

Employees who elected a deferred retirement prior to January 1, 1991, and who retired on or after July 1, 1992, and before June 28, 2013, shall be eligible for the City's retiree insurance contribution as follows:

- (1) A retiree with at least ten (10) full years of City service, and who is at least fifty (50) years of age, shall be eligible for fifty percent (50%) of the City's retiree insurance contribution as identified in subsection 8.9(a) above.

- (2) A retiree with twenty (20) full years or more of City service, and who is at least fifty (50) years of age, shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection 8.9(a) 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 reenroll 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 Supplement

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

f. 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 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 the individual premiums associated with a Medicare Advantage, Medicare Supplemental, and/or Medicare Prescription Drug plan up to their eligible City contribution.

g. Retiree Insurance Contribution Exclusion

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

h. Industrial Disability or Death in Line of Duty Survivors

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

i. Survivor Dependents Benefits

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

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

j. Limitation Clause

No employee or retiree shall have any rights provided by Section 8.9 after December 26, 2025.

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

Unless otherwise required by law, no employee hired, reemployed, or rehired on or after June 30, 2013, shall be eligible for any benefits provided by Section 8.9. Employees being recalled from layoff, reinstated consistent with the Rules and Regulations of the Civil Service Board, Rule 10.6, or transferring to classifications in the Engineering Unit after June 30, 2013, shall be eligible for the benefits provided by Section 8.9 only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of layoff, reinstatement, or transfer. An employee hired by the City prior to July 1, 2013, who is laid off and is recalled to the same classification in the Engineering Unit within five (5) years of layoff shall maintain eligibility for benefits under this Section.

l. Resuming Retiree or Survivor Dependents Benefits for Eligible Personnel who Unretire from City Service and Subsequently Re-Retire from City Service On/After December 30, 2023

Individuals retired from classifications represented by the WCE who are eligible for retiree or survivor dependents benefits under Section 8.9 shall have these benefits suspended if they elect to unretire and return to active employment with the City of Sacramento.

Notwithstanding Section 8.9(j), upon re-retirement from a classification represented by the WCE, retirees who were eligible for retiree or survivor dependents benefits under Section 8.9 at the time of their first retirement,

shall receive the City contribution to which they were entitled to upon their original retirement date. Years of service during the employee's return to active employment will not be used to determine any employee's entitlement to the City's retiree insurance contribution under Section 8.9.

Example: An employee retires from a classification represented by the WCE 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 WCE 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.

8.10 LONG-TERM DISABILITY

At any time during the term of this Agreement, the WCE may hold an election to determine if its members wish to participate in a long-term disability insurance program. Upon notification that the members have voted to participate in such a program, the City will establish a long-term disability insurance program for the WCE membership. The purchase of long-term disability insurance shall be at the members' expense, and pursuant to the vendor's specifications.

8.11 STATE DISABILITY INSURANCE (SDI)

At any time during the term of this Agreement, the WCE may hold an election to determine if its members wish to participate in the State of California short-term disability insurance program (CASDI) at the sole expense of the WCE membership. That election must be held pursuant to, and consistent with, the laws of the State of California. Upon notification that the members have voted to participate in the program, the City will, as soon as administratively feasible, establish enrollment in the State short-term disability insurance program for WCE membership.

ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME

9.1 WORKDAY, WORKWEEK

- a. The workweek for employees covered by this Agreement shall consist of forty (40) working hours during the period beginning at 12:01 a.m., Saturday and ending at 12:00 midnight the following Friday. 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 flexible 9-80 workweek schedule consisting of four (4), nine (9) hour workdays, four (4), nine (9) hour workdays, and one (1), eight (8)

hour workday during an eighty (80) hour bi-weekly period. The City shall discuss with the WCE thirty (30) days in advance of implementation of the four (4) ten (10) workweek or 9-80 workweek schedule.

9.2 OVERTIME/COMPENSATING TIME OFF (CTO)

- a. Employees who are required to work in excess of their regularly scheduled shift, which is forty (40) hours per workweek, shall be compensated for such work time at one and one-half (1.5) times their regular rate of pay. With the exception of sick leave, all paid time shall count as time worked for the purposes of calculating overtime eligibility.
- b. Part-time employees or employees who are regularly scheduled to work fewer than forty (40) hours per workweek, are eligible for overtime compensation at one and one-half (1.5) times their regular rate of pay when they work in excess of forty (40) hours in a workweek. With the exception of sick leave, all paid time shall count as time worked for the purposes of calculating overtime eligibility.
- c. Overtime compensation shall be paid by cash payment. In lieu of cash payment, Compensating Time Off (CTO) may be earned by mutual agreement between the employee and the appointing authority or designee. Both the cash payment and the CTO shall be computed at the rate of one and one-half (1.5) times the number of overtime hours worked. The scheduling of CTO use must be approved by the employee's department head or their designee.
- d. Employees may accrue up to one hundred twenty (120) 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.

9.3 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 10 – PROFESSIONAL DEVELOPMENT

10.1 CONFERENCES AND SEMINARS

- a. The City and the WCE agree that, subject to the approval of the department head or their designated representative, members of the Engineering Unit

may be assigned to attend conferences and seminars where such attendance is in the best interest of the City.

- b. In addition to the provision of (a) above, subject to the approval of the department head, members will be permitted to attend conferences and seminars, with or without expenses, where such attendance is in the best interest of the City and the professional development of employees in the Unit.
- c. Conference and seminar costs shall be administered under the Department of Finance Administration Policy concerning: Travel Requests and Expense Reimbursement.

10.2 PROFESSIONAL ENRICHMENT

Effective September 5, 2015, employees shall receive forty dollars (\$40.00) in the first two (2) paychecks of each month for professional enrichment. Employees must be on the payroll for the full period in which the payment is made to receive this benefit. All payments shall be prorated based on FTE status.

It is understood that the professional enrichment expenditure is not a substitute for any department training budget that may exist.

If this provision is continued in any successor agreement, WCE may elect to receive these funds in two (2) lump sum payments of \$480.00 on dates to be agreed upon.

10.3 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 Employee Education Assistance Policy. Section 10.3 (Tuition Reimbursement) shall not apply to employees eligible for any educational incentive.

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

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY

- a. An employee who is required to remain on standby for emergency work shall be paid \$210.00 per week, or the daily pro rata rate of \$30.00, in addition to their regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at their regular rate of

pay, or consistent with Article 9.2, one and one half (1.5) times their regular rate of pay for all hours worked, whichever is greater.

- b. 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, or actual time worked, whichever is greater.
- c. With the exception of sick leave, employees may use any type of authorized leave, including, but not limited to vacation, CTO, holiday credit, etc., during their standby assignment, so long as they remain available for their standby assignment. An employee utilizing sick leave who is unable to work due to a personal illness shall not receive standby pay for the day(s) out sick. Employees who fall ill after hours while they are on standby shall notify the Standby Supervisor who will find a replacement for the day(s) the employee is out sick. The standby assignment may resume when the employee returns to work.

11.2 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 a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed top step of the higher classification.

11.3 NIGHT-SHIFT PREMIUM PAY

- a. Career and non-career (+1,040) employees covered by this Agreement who work any portion 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 each hour worked.
- b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

11.4 REQUIRED LICENSES

- a. The City shall reimburse employees for the fee charged by the State of California to renew their professional registration. The reimbursement will apply only to those employees who are required to maintain the professional registration as a condition of their employment.

- b. Verification of the renewal of the employee’s professional registration is required in order to receive the reimbursement.

11.5 BILINGUAL PAY

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

11.6 TECHNOLOGY ALLOWANCE

- a. In the event the appointing authority requires an employee to use a cellular phone to conduct City-related business, the employee will receive a monthly technology allowance of twenty-five dollars (\$25.00) in lieu of using a City-provided cellular telephone.
- b. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.
- c. Upon approval of the monthly technology allowance, the employee shall obtain, at his or her own expense and as a private individual, a personal cellular telephone and monthly cellular service contract that may be used to conduct City-related business. The employee shall publish and/or provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.
- d. The employee shall be generally accessible via his or her cellular telephone to conduct City-related business.

ARTICLE 12 – LEAVES

12.1 HOLIDAYS

- a. The following shall be recognized holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January

Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. Eligibility

To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, or CTO 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.

- c. When one of these holidays falls on a Saturday, employees shall be given the preceding Friday off as holiday time. When one of the holidays falls on a Sunday, employees shall be given the following Monday off as holiday time.
- d. Part-time career and non-career employees must work or be on authorized paid leave the scheduled shift before and after the holiday to be eligible for the holiday benefit.
- e. A part-time career employee or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

Number of Recognized Holidays <u>In the Workweek</u>	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.

f. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee 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 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.

g. Alternate Monday-Friday Schedules

For employees who work a Monday through Friday 9/80 or 4/10 schedule, 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, up to a maximum of eight (8) hours.

12.2 VACATION

a. Vacation Leave Accrual

- (1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year, which shall accrue at three (3) hours, twenty (20) minutes on each of the first two (2) paychecks each month.
- (2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year which shall accrue at five (5) hours on each of the first two (2) paychecks each month.
- (3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year which shall accrue at six (6) hours, forty (40) minutes on each of the first two (2) paychecks each month.
- (4) An employee's maximum accrual of vacation shall not exceed four hundred and eighty (480) hours. Accrual shall be suspended until the balance is reduced below the maximum accrual amount. Accrual will resume on the applicable paycheck following the paycheck in which the balance is brought down. It is the employee's responsibility to monitor their own vacation leave balance.
- (5) Employees who are eligible to receive a cash payment in-lieu of vacation leave, as provided for in Section 107(d) of the Sacramento City Charter, may make an irrevocable election to receive such payment by foregoing the same number of vacation hours in the calendar year following the election. Notification of the election must be made to the Payroll Division, Department of Finance, in writing by November 30. The in-lieu payment will be made to the employee on the last paycheck in March of the following year of the election. Payment shall be made at the straight time hourly rate of pay the employee is receiving at the time payment is made. If the employee electing the in-lieu payment separates from City employment for any purpose before receiving the in-lieu payment, the employee forfeits any right to receive the payment, but will instead have their vacation leave balances credited with the amount of hours that would have 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 (1) year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers'

compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or they return to work. The employee may also utilize other forms of leave, including sick leave, for this purpose; however, consistent with 12.4, Sick Leave, only 1/3 of an employee's accrued sick leave may be used for this purpose.

12.3 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 by the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.
- (2) Employees who have at least four hundred and eighty (480) hours of sick leave on the last day of the pay period ending on or before November 1 of any calendar year, may make an irrevocable election to forego the accrual of not more than twenty-four (24) hours of sick leave during the following calendar year and receive instead, a cash payment for the number of sick leave hours designated in the election.
- (3) Notification of the irrevocable election must be made in writing to the Payroll Division, Department of Finance, in writing 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 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 sick leave credits accumulated (to the nearest full day) by the employee on the date of their retirement, resignation, or layoff.

(ii) Eligible employees with an effective retirement date from PERS within one hundred twenty (120) calendar days of their separation from City service may also convert any or all of their total sick leave credits accrued, less any payment received pursuant to sub-paragraph (i), above, to PERS service credit as of the date of their retirement consistent with and pursuant to the PERS contract with the City, as amended.

(iii) Individuals identified pursuant to California Government Code Section 53245 as being the person designated on the employee's "Designation of Person Authorized to Receive Warrants," or in the absence of an identified person pursuant to California Government Code Section 53245, persons entitled by law to the possession of the estate of a deceased employee who was eligible to cash out sick leave credits pursuant to sub-paragraph (i), above, may receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of the employee's death.

(b) Employees hired, rehired, or reemployed on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits upon retirement, resignation, or layoff regardless of their years of service. However, employees hired, rehired, or reemployed on or after January 1, 2005, may convert their remaining sick leave balance to service credit consistent with law and pursuant to the PERS

contract with the City upon separation of employment for retirement.

- (c) No employee whose services are terminated by reason of discharge for cause, shall be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

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

c. Reinstatement of Sick Leave After Return From Layoff

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. 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.

e. Administration of Sick Leave

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

12.4 PARENTAL LEAVE

Pursuant to the City's Parental Leave Policy, full-time employees who have completed at least three (3) years (six thousand, two hundred and forty (6,240) hours) of regular service from the most recent date of hire preceding the birth of a child are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160) hours] of continuous paid time off.

12.5 CATASTROPHIC LEAVE PLAN

Employees are entitled to catastrophic leave pursuant to the City's Catastrophic Leave Policy.

12.6 PERSONAL TIME OFF

- a. Full-time career employees who have completed ten (10) full years of City service shall be credited with twenty-four (24) hours of personal time off (PTO) . Part-time career employees shall be credited with a prorated amount of time based on their regular schedule. Eligible employees will receive this PTO each year on the paycheck representing the first full pay period that includes January 1.
- b. Employees who separate service and who are subsequently reemployed, pursuant to Article 14.2(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 personal time off shall not cause overtime.
- d. Personal time off 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.

12.7 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as 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. Use of sick leave as defined in this subsection shall not count against an employee for purposes of calculating employee sick leave usage/abuse.

12.8 PROBATIONARY PAID LEAVE

New City employees hired after September 1, 2015, will be credited with sixteen (16) hours of probationary paid leave that can be used after three (3) months of service but before twelve (12) months of service. Any unused probationary paid leave will expire at the end of the employee's probationary period and shall not carry over or be added to any other leave accrual. This provision does not apply to employees with any prior City service.

12.9 PAID CITY LEAVE

Employees who are employed in a classification represented by the WCE on April 12, 2022, shall receive a one-time leave bank contribution for thirty-five (35) hours of Paid City Leave. This Paid City Leave shall not expire and shall have no cash value except as follows:

- a. Employees receiving Paid City Leave contributions described in Section 12.9 (Paid City Leave) 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.
- b. Upon separation from City service, employees with a balance of Paid City Leave described in Section 12.9 (Paid City Leave) shall receive payment for the Paid City Leave balance at the hourly rate of pay they are receiving at the time the payment, less ordinary payroll deductions.

ARTICLE 13 – COURT DUTY

13.1 COURT DUTY

- 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, to serve on a jury, or to report for jury duty examination, they shall be granted pay for those hours which they are 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 serve. 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 jury remuneration received, less transportation allowance, to the City.
- b. 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 allowance.

ARTICLE 14 – LAYOFF

14.1 PURPOSE

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

14.2 DEFINITIONS

a. Layoff

A layoff shall be defined as the dismissal or displacement of at least one employee due to lack of work, lack of funds, abolishment of position, or for other reasons not reflecting discredit on an employee.

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top step is greater than the top step of the employee's present job classification. For any employee who has not served a probationary period in their present job classification, or any employee whose position has been reallocated in accord with the Rules and Regulations of the Civil Service Board, classification seniority shall be mutually established by the City and the WCE.

For those classifications which have flexible staffing as defined in the Rules and Regulations of the Civil Service Board and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications, and (2) previous classification seniority in the job classification or series for flexibly staffed classifications in which the employee is currently working, and (3) present time spent in the job classification or series for flexibly staffed classifications in which the employee is currently working.

- (2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.
- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
 - (a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which they were reemployed may count the seniority which they accumulated prior to resignation.
 - (b) Discharge.
 - (c) Retirement.
 - (d) Layoff in excess of five (5) consecutive years out of the City service or in excess of the time period set forth in subsection (d) below.
 - (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. Downgrades

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. An employee who is downgraded 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.

d. Regression Ladder

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

- (1) Associate Civil Engineer/Assistant Civil Engineer/Junior Engineer
- (2) Associate Electrical Engineer/Assistant Electrical Engineer/Junior Engineer
- (3) Associate Mechanical Engineer/ Assistant Mechanical Engineer/Junior Engineer
- (4) Associate Architect/Assistant Architect
- (5) Associate Landscape Architect/Landscape Assistant/Junior Landscape Assistant
- (6) Telecommunications Engineer III/II/I

e. Permanent Status

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

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.

g. Leave of Absence

Employees on an approved unpaid leave of absence shall accrue seniority.

14.3 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 the 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 and within 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) 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.
- (5) 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.

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

14.4 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 any subsequent sick leave payoff.
- b. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and vision plans for the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA) 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 on the request of laid-off employees.

14.5 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. 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 classification seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall

rights to any job classification in which provisional or probationary status was held at the time of layoff or downgrade. 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 who have been downgraded and are subsequently recalled shall return to the salary step which they held prior to their displacement. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.
- c. 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 were 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.
- d. 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 ten (10) calendar days to notify the City of their intent to return to work. The employee shall have twenty-one (21) days from the postmark of the certified letter to report to work with the twenty-one (21) days being inclusive of the ten (10) days.
- e. If the employee fails to notify the City within ten (10) days or fails to report to work within the twenty-one (21) days, the employee shall lose all recall rights.

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT

15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR

Upon approval of the appropriate supervisor, an employee who works on a jobsite where Cal-OSHA approved safety footwear is required to be worn as a condition of employment shall be eligible for reimbursement of up to \$200.00 for the purchase or repair of approved safety footwear subject to the following conditions: (1) the employee must obtain prior authorization from their supervisor before purchasing safety shoes or having existing footwear repaired; (2) the employee must submit a receipt to the supervisor to verify the cost and substantiate the

reimbursement; (3) the employee shall be eligible for reimbursement under this section no more than once every 2 years.

15.2 SAFETY GLASSES

- a. When it is mandatory for employees to wear safety glasses, the City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses may wear the protective eye wear provided by the City or the employee may choose to wear prescription safety glasses at their own expense.
- b. The City agrees to reimburse employees up to a maximum of one hundred twenty-five dollars (\$125.00) for the repair or replacement of prescription safety glasses purchased by the employee if the glasses are damaged or destroyed while the employee is actively at work, provided that the employee furnishes satisfactory proof to the City of such loss.
- c. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under this Section. All costs to update and fill the prescription shall be borne by the employee.

ARTICLE 16 – DISCIPLINE

16.1 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 27, 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 the eighteen (18) month period.

16.2 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.

16.3 WITHDRAWAL OF APPEAL

An employee or the WCE 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) calendar 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.

16.4 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 (5) year period. If an employee had additional discipline in the five (5) 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 17 – MISCELLANEOUS

17.1 NEW OR REVISED JOB CLASSIFICATIONS

- a. It is recognized that the establishment of new or revised job classifications within the Engineering Unit covered by this Agreement may be warranted. Under such circumstances, the City shall prepare and submit to the WCE the proposed descriptions and proposed appropriate salary ranges for such job classifications as will have been determined to be within the Engineering Unit, covered by this Agreement not less than fifteen (15) calendar days prior to submission of the job classification to the Civil Service Board. Upon request of the WCE, the fifteen (15) calendar day period will be extended by an additional ten (10) calendar days.
- b. The WCE shall have the right to file an appeal to the Civil Service Board regarding job classification.
- c. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

17.2 PROHIBITION OF STRIKES

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

17.3 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 reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

17.4 REGIONAL TRANSIT MONTHLY PASS

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 a 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 employees, as described above, who regularly utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible for monthly reimbursement 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 the monthly reimbursement shall not exceed one hundred twenty dollars (\$120.00).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar (\$90.00) per month parking subsidy to eligible career employees who are regularly assigned to work in the downtown area. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

17.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage, located at 14th and H Streets, at seventy percent (70%) of the regular monthly Memorial Garage rate. This provision shall be inoperative at the sole discretion of the City at any time after June 20, 1997.

17.6 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 all 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 the release shall be furnished the probationer.

b. Performance Evaluations

- (1) At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for all career and non-career employees, including those at the top salary step.
- (2) Should review of the existing performance evaluation system be requested by either party, upon mutual agreement the parties shall meet to discuss the performance evaluation system.

17.7 TRIAL PERIOD

- a. An employee appointed to a career classification as a non-career employee shall serve a trial period.
- b. The trial period for the non-career employee appointed to a career classification shall be equivalent in length of time to the probationary period for that classification beginning with the first day the employee reports to work.
- c. A non-career employee may be released from his or her 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.

17.8 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 payments, healthcare contributions, incentives, or leave accruals, balances and/or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- b. In the event an employee received an overpayment, reimbursement to the City shall be accomplished by:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from all available paid leave balances, except sick leave, equivalent to the overpayment at the employee's current hourly rate;
 - (3) A repayment schedule through payroll deduction; and/or
 - (4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

- c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two 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.

17.9 PERS RETIREMENT PLAN

- a. Member Contribution to PERS Retirement Plan – Classic Members
 - (1) Effective June 29, 2013, "classic members" as defined by PERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan. Classic members shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

- (2) Effective September 5, 2015, “classic members” shall pay eight percent (8%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which miscellaneous classic members shall, from the date of the amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share. If this PERS cost share is not approved by a vote of the bargaining unit employees, the one percent (1%) cost share will remain in the City’s account.

b. Member Contribution to PERS Retirement Plan – New Members

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

17.10 REMOTE WORK PROGRAM

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

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

a.

17.11 MODIFIED/ALTERNATIVE DUTY POLICY

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

17.12 LIMITED-TERM APPOINTMENTS

The City may, due to extraordinary circumstances, extend a twelve (12) month limited-term appointment to an additional twelve (12) months provided the City complies with the following:

- a. The employee is not laid off after the expiration of the initial twelve (12) month appointment; and
- b. The employee continues to be benefit-qualified for the duration of the extended appointment.

17.13 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.

17.14 TERM

- a. This Agreement shall remain in full force and effect from December 30, 2023, to and including December 26, 2025.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.
- c. The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect during the term of this Agreement.

DATED: December 30, 2023

WESTERN COUNCIL OF ENGINEERS

CITY OF SACRAMENTO

Diane Dillon
Executive Director

Shelley Banks-Robinson
Director of Human Resources

Juan Carlos Barragan
Negotiating Committee Member

Aaron Donato
Labor Relations Manager

Amber Castle-Keane
Negotiations Committee Member

Sean Arnold
Chief Negotiator

Inez Medrano
Negotiations Committee Member

James Yorita
Negotiations Committee Member

Brett M. Witter
Assistant City Attorney

Exhibit A – Continuing Letter of Understanding



**OFFICE OF LABOR
RELATIONS**

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

June 17, 2009
(REVISED)

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

Ms. Nancy Watson
Executive Director
Western Council of Engineers
700 College Avenue
Santa Rosa, CA 95404

Re: Agreement Regarding City's Efforts to Provide Adequate Work

Dear Ms. Watson:

This is to confirm the agreement of the City of Sacramento (City) and Western Council of Engineers (WCE) covering employees in the Engineering Unit regarding efforts to provide adequate work in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed as follows:

The City agrees during the current economic downturn and layoffs, it will take reasonable measures to preserve the jobs of career employees including the following:

- a) application of federal stimulus funds for projects which have a direct impact on career employees;
- b) promote cooperation and coordination among departments so that one department might use the employee resources of another department rather than contracting out work; and,
- c) WCE employees impacted by layoffs may apply for limited term and/or temporary work. The selection and hiring process will be consistent with prevailing rules, regulations and the Civil Service Board. Acceptance of limited term and/or temporary work will not impact an employees' recall rights or responsibilities. On a quarterly basis, the City shall provide to WCE a list of anticipated and existing outside contracts/consultants which perform the

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same and/or similar work performed by WCE members. The list will include contracts/consultants with the Departments of Transportation, General Services, Community Development, Parks and Recreation, and Utilities.

- d) Upon request by either party, the parties will meet no later than twenty (20) business days following the issuing of the list to discuss the impact of the anticipated and existing contracts/consultants. The discussion will include possible solutions to facilitate the reinstatement of employees impacted by layoff.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



VeRonica Busby
Labor Relations Officer

AGREED TO:



Nancy Watson, Executive Director
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineers