



REPORT TO COUNCIL

City of Sacramento

11

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

Consent

November 6, 2008

**Honorable Mayor and
Members of the City Council**

**Title: Approval of Letters of Understanding With Recognized Employee
Organizations and Authorization for Such Changes**

Location/Council District: All

Recommendation: Adopt a **resolution** 1) approving the attached letters of understanding and 2) authorizing the City Manager and his designee, the Director of Labor Relations, to approve routine modifications to the collective bargaining agreements as negotiated.

Contact: Dee Contreras, Director of Labor Relations, 808-5424

Presenters: Dee Contreras, Director of Labor Relations, 808-5424

Department: Labor Relations

Division: Not applicable

Organization No: 09000

Description/Analysis

Issue: The City has entered into agreements by letter of understanding with the various recognized employee organizations to modify the Collective Bargaining Agreements to continue the accrual of 3 days of personal time off after 15 years of employment. This is consistent with the agreement with Local 522 and was presented to Council as an item which would be offered to all unions for consistency.

In addition, after review, the City Attorney has recommended that the process for the authority for such letters of understanding be clearly defined and delegated to the City Manager and his design, the Director of Labor Relations.

Policy Considerations: This supports the City goal of retaining a diverse and competent workforce and meets the obligation to meet and confer under the Meyers-Milias-Brown Act. It supports positive and collaborative labor relations.

Environmental Considerations: Not applicable

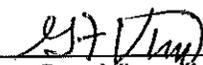
Rationale for Recommendation: The City of Sacramento regularly meets with

the recognized employee organizations to discuss issues as they arise during the term of the collective bargaining agreements. The discussions may result in agreements to modify or adjust the language or implementation of provisions of the collective bargaining agreements. In those instances, letters of understanding are prepared confirming the agreement and become a part of the collective bargaining agreement or a secondary agreement. These routine issues have not previously been presented to Council, while significant changes have always been adopted by the Council as formal Addenda to the Agreements. The City Attorney is recommending that the Council authorize the City Manager and designee, the Director of Labor Relations, to make such changes and allow the ongoing operation of routine matters in lieu of presenting each of these routine matters to the Council.

Financial Considerations: There are no costs associated with these changes.

Emerging Small Business Development (ESBD): Not applicable

Respectfully Submitted by: 
Dee Contreras, Director of Labor Relations

Approved by: 
Gus Vina, Assistant City Manager

Recommendation Approved:

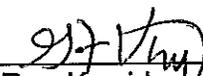
 
Ray Kerridge
City Manager

Table of Contents:

	Pg	1-2	Report
Attachments			
1	Pg	3	Resolution
2	Pg	4-19	Letters of Understanding

RESOLUTION NO.

Adopted by the Sacramento City Council

Approval of Letters of Understanding With Recognized Employee Organizations and Authorization for Such Changes

BACKGROUND

- A. The City of Sacramento negotiates long-term collective bargaining agreement with the recognized employee organizations covering terms and conditions of employment.
- B. During the term of these agreements it is beneficial to the City and the unions to modify the terms to meet operating needs and changes in the workplace.
- C. These routine changes of the Agreements occur frequently and are administered by the Director of Labor Relations who is responsible for the oversight, implementation and administration of the Agreements.
- D. The recognized employee organizations have signed letters of understanding updating the Agreements by eliminating the 15 year cap on accrual of personal time off consistent with the Local 522 Agreement.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The letters of understanding with Stationary Engineers, Local 39; Sacramento Police Officers Association; Sacramento-Sierra Building and Construction Trades Council; Western Council of Engineers; International Association of Machinists and Aerospace Workers; Auto, Marine and Specialty Painters, Local 1176; Plumbers and Pipefitters, Local 447 are adopted.
- Section 2. The City Manager and designee, the Director of Labor Relations, are authorized to make routine revisions to the collective bargaining agreements as determined to be in the best interest of the City and the operating needs of the departments.

Table of Contents:

Exhibit A-I Letters of understanding (9)



OFFICE OF
LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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

August 11, 2008

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

Ms. Marcia Mooney, Business Representative
Stationary Engineers Local 39
1620 North Market Boulevard
Sacramento, CA 95834

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Marcy:

This is to confirm the agreement reached between the City of Sacramento and the Stationary Engineers Local 39 covering the General Supervisory Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 12.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

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

Sincerely,

Dee Contreras
Director of Labor Relations

August 11, 2008
Marcy Mooney
Re: Continuation of PTO (Sups)
Page 2

AGREED TO:


Jerry Kalmar, Business Manager
Stationary Engineers Local 39

AGREED TO:


Marcia Mooney, Business Representative

Approved as to form


Sandra Talbott, Assistant City Attorney

cc: Gary Clark, Payroll



OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

August 11, 2008

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

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

Ms. Marcia Mooney, Business Representative
Stationary Engineers Local 39
1620 North Market Boulevard
Sacramento, CA 95834

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Marcy:

This is to confirm the agreement reached between the City of Sacramento and the Stationary Engineers Local 39 covering the Miscellaneous Units regarding the continuation of personal time off.

Specifically it is agreed to modify Section 12.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted each year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

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Sincerely,

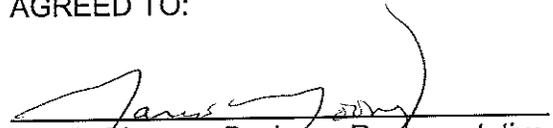

Dee Contreras
Director of Labor Relations

August 11, 2008
Marcy Mooney
Re: Continuation of PTO
Page 2

AGREED TO:


Jerry Kalmar, Business Manager
Stationary Engineers Local 39

AGREED TO:


Marcia Mooney, Business Representative

Approved as to form


Sandra Talbott, Assistant City Attorney

cc: Gary Clark, Payroll



OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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

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

August 11, 2008

Ms. Marcia Mooney, Business Representative
Stationary Engineers Local 39
1620 North Market Boulevard
Sacramento, CA 95834

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Marcy:

This is to confirm the agreement reached between the City of Sacramento and the Stationary Engineers Local 39 covering the Plant Operator Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 9.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted each year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

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Sincerely,

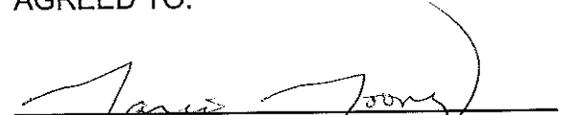
Dee Contreras
Director of Labor Relations

August 11, 2008
Marcy Mooney
Re: Continuation of PTO (Plant Ops)
Page 2

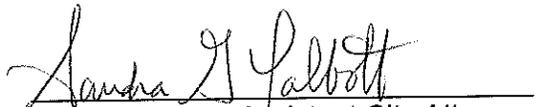
AGREED TO:


Jerry Kalmar, Business Manager
Stationary Engineers Local 39

AGREED TO:


Marcia Mooney, Business Representative

Approved as to form


Sandra Talbot, Assistant City Attorney

cc: Gary Clark, Payroll



OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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

August 11, 2008

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

Brent Meyer, President
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, CA 95811

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Brent:

This is to confirm the agreement reached between the City of Sacramento and the Sacramento Police Officers Association covering the Police Department Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 13.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in **January of each applicable year**. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from ~~fiscal~~ year to ~~fiscal~~ 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.

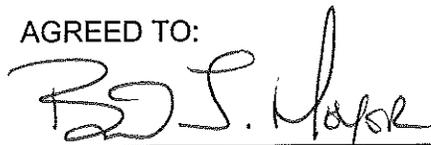
If this is your understanding of the agreement reached, please sign as indicated below and return one copy to my office. I have enclosed an additional copy with an original signature for your files.

Sincerely,

Dee Contreras
Director of Labor Relations

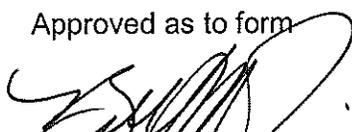
August 11, 2008
Brent Meyer
Re: Continuation of PTO
Page 2

AGREED TO:



Brent Meyer, President

Approved as to form



Sandra Talbott, Assistant City Attorney
Brett Wilbur

cc: Gary Clark, Payroll



OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

August 11, 2008

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

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

H. D. Skip Hatch, Business Representative
International Association of Machinists and Aerospace Workers
967 Venture Court
Sacramento, CA 95825

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Skip:

This is to confirm the agreement reached between the City of Sacramento and the International Association of Machinists and Aerospace Workers covering the Automotive/Equipment Mechanics Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 10.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave **in January of each applicable year**. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from ~~fiscal~~ year to ~~fiscal~~ 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.

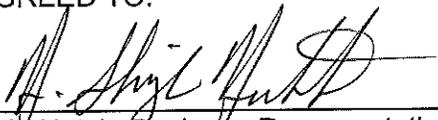
If this is your understanding of the agreement reached, please sign as indicated below and return one copy to my office. I have enclosed an additional copy with an original signature for your files.

Sincerely,


Dee Contreras
Director of Labor Relations

August 11, 2008
Skip Hatch
Re: Continuation of PTO
Page 2

AGREED TO:



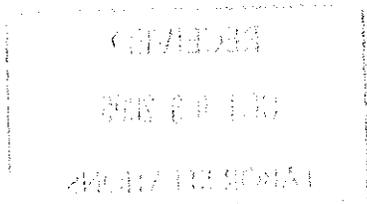
Skip Hatch, Business Representative

Approved as to form



Sandra Talbott, Assistant City Attorney

cc: Gary Clark, Payroll





OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

August 11, 2008

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

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

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

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Nancy:

This is to confirm the agreement reached between the City of Sacramento and the Western Council of Engineers covering the Engineering Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 12.6 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in **January of each applicable year**. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

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

Sincerely,

Dee Contreras
Director of Labor Relations

August 11, 2008
Nancy Watson
Re: Continuation of PTO
Page 2

AGREED TO:



Nancy Watson, Executive Director

Approved as to form



Sandra Talbott, Assistant City Attorney

cc: Gary Clark, Payroll

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OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

August 11, 2008

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

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

Harry Rotz, Business Manager
Plumbers and Pipefitters, Local 447
5841 Newman Court
Sacramento, CA 95819

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Harry:

This is to confirm the agreement reached between the City of Sacramento and the Plumbers and Pipefitters, Local 447 covering the Water and Sewer Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 10.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave **in January of each applicable year**. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

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Sincerely,

Dee Contreras
Director of Labor Relations

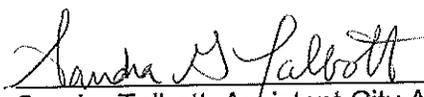
August 11, 2008
Harry Rotz
Re: Continuation of PTO
Page 2

AGREED TO:



Harry Rotz, Business Manager

Approved as to form



Sandra Talbott, Assistant City Attorney

cc: Gary Clark, Payroll

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INDEXED
FILED



OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

August 11, 2008

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

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

Jose Santana, Business Representative
Auto, Marine and Specialty Painters, Local 1176
8400 Enterprise Way Room 124
Oakland, CA 94621

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Mr. Santana:

This is to confirm the agreement reached between the City of Sacramento and the Auto, Marine and Specialty Painters, Local 1176 covering the Traffic Engineering Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 9.6 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in **January of each applicable year**. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

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Sincerely,

Dee Contreras
Director of Labor Relations

August 11, 2008
Jose Santana
Re: Continuation of PTO
Page 2

AGREED TO:



Jose Santana, Business Representative

Approved as to form



Sandra Talbot, Assistant City Attorney

cc: Gary Clark, Payroll



OFFICE OF LABOR RELATIONS

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DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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

August 11, 2008

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

Mark Martin, Business Representative
Sacramento-Sierra Building and Construction Trades Council
c/o IAMAW
967 Venture Court
Sacramento, CA 95825

Re: Continuation of Personal Time Off After Fifteen (15) Years

Dear Mark:

This is to confirm the agreement reached between the City of Sacramento and the Sacramento-Sierra Building and Construction Trades Council covering the Building Trades and Crafts Unit regarding the continuation of personal time off.

Specifically it is agreed to modify Section 14.7 to read as follows:

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

~~b. Personal leave shall be posted in January of each applicable year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.~~

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Sincerely,

Dee Contreras
Director of Labor Relations

August 11, 2008
Mark Martin
Re: Continuation of PTO
Page 2

AGREED TO:


Mark Martin, Business Representative

Approved as to form


Sandra Talbott, Assistant City Attorney

cc: Gary Clark, Payroll