



# REPORT TO COUNCIL

## City of Sacramento

915 I Street, Sacramento, CA 95814-2604  
[www. CityofSacramento.org](http://www.CityofSacramento.org)

Consent  
**November 17, 2009**

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

**Title: Administrative Matter: Ratification of Resolutions for Agreements for the  
 Building Trades Unit, Automotive/Equipment Mechanics Unit, Engineering  
 Unit and Fire Department Unit**

**Location/Council District: All**

**Recommendation:** Ratify the July 28, 2009 City Council action by adopting 1) a **Resolution** authorizing an agreement covering the Building Trades Unit; 2) a **Resolution** authorizing an agreement covering the Automotive/Equipment Mechanics Unit; 3) a **Resolution** authorizing an agreement covering the Engineering Unit and 4) a **Resolution** authorizing an agreement covering the Fire Department Unit.

**Contact:** Dee Contreras, Director of Labor Relations, (916) 808-5424

**Department:** Labor Relations

**Division:** All

**Organization No:** 1610

### **Description/Analysis**

**Issue:** In order to retain a complete legislative history the City Clerk recommends the adoption of the separate Resolutions for each of the four employee units without the salary schedules that were referenced in the July 28, 2009 as there is no change in the current salary schedules.

**Policy Considerations:** This action is consistent with the practice of providing a complete transparent legislative history of the City's business.

**Environmental Considerations:** Not applicable.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** On July 28, 2009 the record stated that the Salary Schedules for the Building Trades Unit, Automotive/Equipment Mechanics Unit, Engineering Unit and Fire Department Unit would return to Council at a later date.

Because there is no change in those salary schedules it is not necessary to address the salary schedules as part of these agreements.

The July 28, 2009 agenda and report only referenced the adoption of one Resolution (No. 2009-493), when in fact there were four resolutions detailed in the report.

In order to maintain a clear legislative history, we request that Council ratify their action and adopt four separate Resolutions at this time.

**Financial Considerations:** None.

**Emerging Small Business Development (ESBD):** None.

Respectfully Submitted by: Dee Contreras  
Dee Contreras, Director of Labor Relations

Recommendation Approved:

*for* Ray Kerridge  
Ray Kerridge  
City Manager

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**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Building Trades Unit (2009 – 2013)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the Sacramento-Sierra Building and Construction Trades Council, which is the recognized employee organization for employees in the Building Trades Unit, regarding a three-year contract extension, delay in step increases, a delay in the 2009 salary adjustment, furlough of 12 days (96 hours) per year, and longevity pay for senior employees.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two year step increase freeze, delay in the annual salary adjustment, furlough of 12 days (96 hours) per year, and longevity pay for senior employees. The letters of understanding which describe these terms are in Exhibits A, B, C, D, and E.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

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

- Section 1. The letters of understanding covering the Building Trades Unit are adopted as attached and the Director of Labor Relations is authorized to execute the agreements.

**Table of Contents:**

- Exhibit A: Letter of Understanding, TERM
- Exhibit B: Letter of Understanding, Two Year Step Increase Freeze
- Exhibit C: Letter of Understanding, Delay in Annual Salary Adjustment
- Exhibit D: Letter of Understanding, Furlough Days
- Exhibit E: Letter of Understanding, Longevity Pay for Senior Employees



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

915 I STREET  
ADMIN BLDG, ROOM 4133  
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95814-2604

PH 916-808-5424  
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June 2, 2009

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

**Re: Agreement Regarding Term of Agreement**

Dear Mr. Martin:

This is to confirm the agreement between the City of Sacramento and the Sacramento – Sierra Building and Construction Trades Council, regarding the term of the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

Effective June 16, 2009, Article 19.14(a), TERM, will be modified to read as follows:

- a. This Agreement shall remain in full force and effect from November 26, 2005 to, and including June 28, 2013.

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,

  
Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Mark Martin, Unit Bargaining Representative  
Sacramento – Sierra Building and Construction Trades Council



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June 2, 2009

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

**Re: Agreement Regarding Step Increases**

Dear Mr. Martin:

This is to confirm the agreement of the City of Sacramento and the Sacramento – Sierra Building and Construction Trades Council regarding the step increases in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two (2) years. For example, Employee A is at Step C/8 and is due to advance to Step D/9 on September 12, 2009. Employee A's advancement to that step will be suspended until September 12, 2011.
2. Employees who have their advancements suspended will receive eighty (80) hours of Paid Time Off.
3. Paid Time Off will have no cash value, will not create overtime and will have no expiration date.
4. Effective June 18, 2011, the provisions of Article 8.2a., ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps, will be reinstated. Employees who are not at the top step of their salary range, and have completed their two-year step freeze period, will advance one (1) step.

Step Increases  
June 2, 2009  
Page 2

5. On June 29, 2013, employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary not been suspended.

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,

  
Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Mark Martin, Unit Bargaining Representative  
Sacramento – Sierra Building and Construction  
Trades Council



OFFICE OF LABOR RELATIONS  
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July 8, 2009

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

**Re: Agreement Regarding Salaries**

Dear Mr. Martin:

This is to confirm the agreement of the City of Sacramento and the Sacramento – Sierra Building and Construction Trades Council regarding the salaries in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, Article 7.5, 2009-2010 SALARIES, will be replaced with the following and Exhibit A-6 will be deleted:

Article 7.5 2010-2011 SALARIES

Effective January 1, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%).

Article 7.6 2011-2012 SALARIES

Effective December 31, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%).

Article 7.7 2012-2013 SALARIES

Effective June 30, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by one **three and one-half** percent (~~1%~~) (**3.5%**).

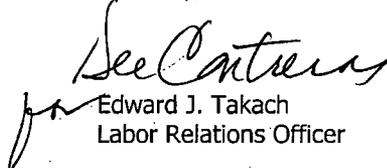
Salaries  
July 8, 2009  
Page 2

Effective December 29, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by two and one-half percent (2.5%) and are set forth in Exhibit A-9.

(Re-number remainder of article)

2. Employees will receive eighty (80) hours of Paid Time Off on June 20, 2009 and forty (40) hours of Paid Time Off on June 19, 2010.
3. Paid Time Off will have no cash value, will not create overtime and will have no expiration date.

Sincerely,

  
Edward J. Takach  
Labor Relations Officer

AGREED TO:



Mark Martin, Unit Bargaining Representative  
Sacramento – Sierra Building and Construction Trades Council



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July 8, 2009

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

**Re: Agreement Regarding Furlough Days**

Dear Mr. Martin:

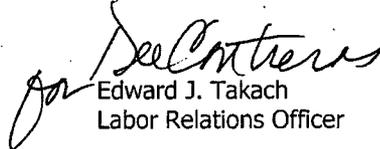
This is to confirm the agreement of the City of Sacramento and the Sacramento – Sierra Building and Construction Trades Council regarding furloughs. Specifically, it is agreed, as follows:

1. Effective July 2, 2009, employees will be required to furlough one day each month through July 1, 2011, for a total of ninety-six (96) hours per fiscal year, through Fiscal Year 2011. The parties agree to reopen discussions in January of 2011 on the issue of additional furlough days beyond Fiscal Year 2011, based on City budget resources.
2. Common (group) furlough days designated by the City are indicated in the attachment to this agreement and will be applied to the twelve (12) day total for each fiscal year.
3. In-lieu-of approved time off due to sick leave, holiday time or other approved leave, employees may convert such time to non-paid status and may be applied to the twelve (12) day total for each fiscal year.
4. It is understood by this agreement that the City maintains the right to implement mandatory furloughs as a cost saving measure. With the approval of the City Manager, operating departments may implement other cost saving measures as an alternative to mandatory furloughs, such as leaving funded vacant positions unfilled or having outsourced work performed by current employees.

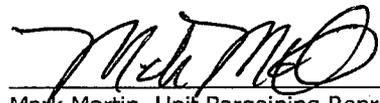
Furloughs  
July 8, 2009  
Page 2

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,

  
Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
\_\_\_\_\_  
Mark Martin, Unit Bargaining Representative  
Sacramento – Sierra Building and Construction Trades Council

**Sacramento-Sierra Building and Construction Trades Council  
GROUP FURLOUGH DATES**

**2009**

- **Thursday, July 2**
- **Friday, September 4**
- **Wednesday, November 25**
- **Thursday, December 24 (1/2)**
- **Thursday, December 31 (1/2)**

**2010**

- **Friday, February 12**
- **Friday, May 28**
- **Friday, July 2**
- **Friday, September 3**
- **Friday, November 12**
- **Wednesday, November 24**
- **Friday, December 24 (1/2)**
- **Friday, December 31 (1/2)**

**2011**

- **Friday, February 18**
- **Friday, May 27**
- **Friday, July 1**
- **Friday, September 2**
- **Thursday, November 10**
- **Wednesday, November 23**
- **Friday, December 23 (1/2)**
- **Friday, December 30 (1/2)**

**2012**

- **Friday, February 17**
- **Friday, May 25**
- **Friday, August 31**
- **Friday, November 9**
- **Wednesday, November 21**
- **Monday, December 24 (1/2)**
- **Monday, December 31 (1/2)**

**2013**

- **Friday, February 15**
- **Friday, May 24**



**OFFICE OF LABOR RELATIONS**  
**DEE CONTRERAS**  
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June 2, 2009

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

**Re: Agreement Regarding Senior Employee Pay**

Dear Mr. Martin:

This is to confirm the agreement of the City of Sacramento and the Sacramento - Sierra Building and Construction Trades Council regarding the establishment of Senior Employee Pay. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, fulltime employees in the classifications covered by the Building Trades Unit will receive Senior Employee Pay in the amount of five percent (5%).
2. To qualify for Senior Employee Pay, the employee must have twenty-five (25) or more years of City service, and be at least fifty-five (55) years old.
3. Employees who receive Senior Employee Pay are required to furlough one (1) additional day per month (104 hours per year). Employees will normally not be scheduled for overtime on their furlough day.
4. Senior Employee Pay will be discontinued on January 1, 2011.
5. Senior Employee Pay is considered to be longevity pay and therefore reportable as special compensation under PERS law.

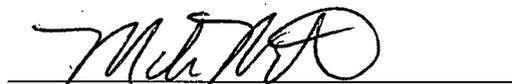
Senior Employee Pay  
June 2, 2009  
Page 2

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,

  
for Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Mark Martin, Unit Bargaining Representative  
Sacramento – Sierra Building and Construction  
Trades Council

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Automotive/Equipment Mechanics Unit (2009 – 2013)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the International Association of Machinists and Aerospace Workers, Local 2182, which is the recognized employee organization for employees in the Automotive/Equipment Mechanics Unit, regarding a three-year contract extension, delay in step increases, a delay in the 2009 salary adjustment, furlough of 12 days (96 hours) per year, and longevity pay for senior employees.
- B The parties have reached an agreement on the following terms and conditions: contract extension, two year step increase freeze, delay in the annual salary adjustment, furlough of 12 days (96 hours) per year, and longevity pay for senior employees. The letters of understanding which describe these terms are in Exhibits A, B, C, D, and E.
- C The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

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

- Section 1. The letters of understanding covering the Automotive/Equipment Mechanics Unit are adopted as attached and the Director of Labor Relations is authorized to execute the agreements.

**Table of Contents:**

- Exhibit A: Letter of Understanding, TERM
- Exhibit B: Letter of Understanding, Two Year Step Increase Freeze
- Exhibit C: Letter of Understanding, Delay in Annual Salary Adjustment
- Exhibit D: Letter of Understanding, Furlough Days
- Exhibit E: Letter of Understanding, Longevity Pay for Senior Employees



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October 27, 2009

International Association of Machinists, & Aerospace Workers (IAMAW)  
H.D. "Skip" Hatch, Business Representative  
967 Venture Court  
Sacramento, CA 95825

**Re: Agreement Regarding Term of Agreement**

Dear Mr. Hatch:

This is to confirm the agreement between the City of Sacramento and IAMAW, regarding the term of the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

Effective June 16, 2009, Article 17.14(a), TERM, will be modified to read as follows:

- a. This Agreement shall remain in full force and effect from September 3, 2005 to, and including June 28, 2013.

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,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

H.D. "Skip" Hatch, Business Representative  
International Association of Machinists, & Aerospace Workers (IAMAW)

**Exhibit B**



**OFFICE OF LABOR RELATIONS**

**DEE CONTRERAS**  
DIRECTOR

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October 27, 2009

International Association of Machinists, & Aerospace Workers (IAMAW)  
H.D. "Skip" Hatch, Business Representative  
967 Venture Court  
Sacramento, CA 95825

**Re: Agreement Regarding Step Increases**

Dear Mr. Hatch:

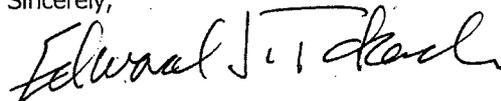
This is to confirm the agreement of the City of Sacramento and IAMAW regarding the step increases in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two (2) years. For example, Employee A is at Step 6 and is due to advance to Step 7 on September 12, 2009. Employee A's advancement to that step will be suspended until September 12, 2011.
2. Employees who have their advancements suspended will receive eighty (80) hours of Paid Time Off.
3. Paid Time Off will have no cash value, will not create overtime and will have no expiration date.
4. Effective June 18, 2011, the provisions of Article 8.2a., **ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps**, will be reinstated. Employees who are not at the top step of their salary range, and have completed their two-year step freeze period, will advance one (1) step.
5. On June 29, 2013, employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary not been suspended.

Step Increases  
October 27, 2009  
Page 2

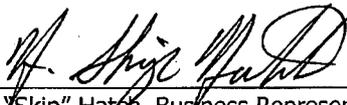
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



H.D. "Skip" Hatch, Business Representative  
International Association of Machinists, & Aerospace Workers



OFFICE OF LABOR RELATIONS  
DEE CONTRERAS  
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October 27, 2009

International Association of Machinists, & Aerospace Workers (IAMAW)  
H.D. "Skip" Hatch, Business Representative  
967 Venture Court  
Sacramento, CA 95825

**Re: Agreement Regarding Salaries**

Dear Mr. Hatch:

This is to confirm the agreement of the City of Sacramento and IAMAW, regarding the salaries in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, Article 6.5, 2009-2010 SALARIES, will be replaced with the following and Exhibit A-4 will be deleted:

Article 6.5 2010-2011 SALARIES

Effective January 1, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%).

Article 6.5 2011-2012 SALARIES

Effective December 31, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%).

Article 6.5 2012-2013 SALARIES

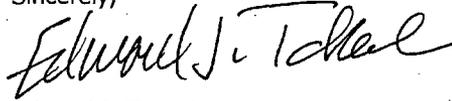
Effective June 30, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by ~~one~~ **three and one-half** percent (~~1%~~) **(3.5%)**.

Salaries  
October 27, 2009  
Page 2

~~Effective December 29, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by two and one-half percent (2.5%) and are set forth in Exhibit A-7.~~

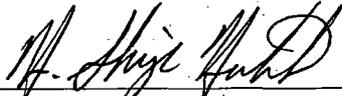
2. Employees will receive eighty (80) hours of Paid Time Off on June 20, 2009 and forty (40) hours of Paid Time Off on June 19, 2010.
3. Paid Time Off will have no cash value, will not create overtime and will have no expiration date.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



H.D. "Skip" Hatch, Business Representative  
International Association of Machinists, & Aerospace Workers



OFFICE OF LABOR RELATIONS

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October 27, 2009

International Association of Machinists, & Aerospace Workers (IAMAW)  
H.D. "Skip" Hatch, Business Representative  
967 Venture Court  
Sacramento, CA 95825

**Re: Agreement Regarding Furlough Days**

Dear Mr. Hatch:

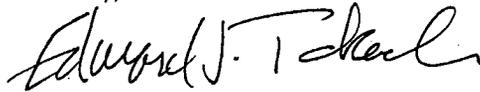
This is to confirm the agreement of the City of Sacramento and IAMAW regarding furloughs. Specifically, it is agreed, as follows:

1. Effective July 2, 2009, employees will be required to furlough one day each month through July 1, 2011, for a total of ninety-six (96) hours per fiscal year, through Fiscal Year 2011. The parties agree to reopen discussions in January of 2011 on the issue of additional furlough days beyond Fiscal Year 2011, based on City budget resources.
2. Common (group) furlough days designated by the City are indicated in the attachment to this agreement and will be applied to the twelve (12) day total for each fiscal year.
3. In-lieu-of approved time off due to sick leave, holiday time or other approved leave, employees may convert such time to non-paid status and may be applied to the twelve (12) day total for each fiscal year.
4. It is understood by this agreement that the City maintains the right to implement mandatory furloughs as a cost saving measure. With the approval of the City Manager, operating departments may implement other cost saving measures as an alternative to mandatory furloughs, such as leaving funded vacant positions unfilled or having outsourced work performed by current employees.

Furlough Days  
October 27, 2009  
Page 2

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,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



H.D. "Skip" Hatch, Business Representative  
International Association of Machinists, & Aerospace Workers (IAMAW)

Attachment

**International Association of Machinists and Aerospace Workers  
GROUP FURLOUGH DATES**

**2009**

- Thursday, July 2
- Friday, September 4
- Wednesday, November 25
- Thursday, December 24 (1/2)
- Thursday, December 31 (1/2)

**2010**

- Friday, February 12
- Friday, May 28
- Friday, July 2
- Friday, September 3
- Friday, November 12
- Wednesday, November 24
- Friday, December 24 (1/2)
- Friday, December 31 (1/2)

**2011**

- Friday, February 18
- Friday, May 27
- Friday, July 1
- Friday, September 2
- Thursday, November 10
- Wednesday, November 23
- Friday, December 23 (1/2)
- Friday, December 30 (1/2)

**2012**

- Friday, February 17
- Friday, May 25
- Friday, August 31
- Friday, November 9
- Wednesday, November 21
- Monday, December 24 (1/2)
- Monday, December 31 (1/2)

**2013**

- Friday, February 15
- Friday, May 24

**Exhibit E**



**OFFICE OF LABOR RELATIONS**  
**DEE CONTRERAS**  
DIRECTOR

**CITY OF SACRAMENTO**  
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October 27, 2009

International Association of Machinists, & Aerospace Workers (IAMAW)  
H.D. "Skip" Hatch, Business Representative  
967 Venture Court  
Sacramento, CA 95825

**Re: Agreement Regarding Senior Employee Pay**

Dear Mr. Hatch:

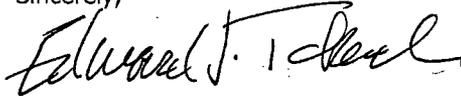
This is to confirm the agreement of the City of Sacramento and IAMAW regarding the establishment of Senior Employee Pay. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, fulltime employees covered by the Automotive / Equipment Mechanics Unit will receive Senior Employee Pay in the amount of five percent (5%).
2. To qualify for Senior Employee Pay, the employee must have twenty-five (25) or more years of City service, and be at least fifty-five (55) years old.
3. Employees who receive Senior Employee Pay are required to furlough one (1) additional day per month (104 hours per year). Employees will normally not be scheduled for overtime on their furlough day.
4. Senior Employee Pay will be discontinued on January 1, 2011.
5. Senior Employee Pay is considered to be longevity pay and therefore reportable as special compensation under PERS law.

Senior Employee Pay  
October 27, 2009  
Page 2

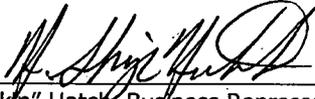
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Edward J. Takach  
Labor Relations Officer

AGREED TO:



H.D. "Skip" Hatch, Business Representative  
International Association of Machinists, & Aerospace Workers

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Engineering Unit (2009 – 2013)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the Western Council of Engineers, which is the recognized employee organization for employees in the Engineers Unit, regarding a three-year contract extension, delay in step increases, a delay in the 2009 salary adjustment, furlough of 12 days (96 hours) per year, and longevity pay for senior employees.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two year step increase freeze, delay in the annual salary adjustment, furlough of 12 days (96 hours) per year, and longevity pay for senior employees. The letters of understanding which describe these terms are in Exhibits A, B, C, D, and E.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

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

- Section 1. The letters of understanding covering the Engineering Unit are adopted as attached and the Director of Labor Relations is authorized to execute the agreements.

**Table of Contents:**

- Exhibit A: Letter of Understanding, TERM
- Exhibit B: Letter of Understanding, Two Year Step Increase Freeze
- Exhibit C: Letter of Understanding, Delay in Annual Salary Adjustment
- Exhibit D: Letter of Understanding, Furlough Days
- Exhibit E: Letter of Understanding, Longevity Pay for Senior Employees



**OFFICE OF LABOR  
RELATIONS**

**CITY OF SACRAMENTO  
CALIFORNIA**

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

**DEE CONTRERAS**  
DIRECTOR

June 2, 2009

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: Amendment to Section 16.14 TERM**

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 the term of the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed as follows:

Effective April 7, 2009, Article 16.14 TERM is amended to read as follows:

- a. This Agreement shall remain in full force and effect from October 29, 2005, to and including June 18~~29~~, 2013~~0~~.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

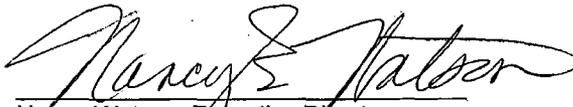
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

VeRonica Busby  
Labor Relations Officer

WCE – Section 16.14 TERM  
June 2, 2009  
Page 2

AGREED TO:

A handwritten signature in cursive script that reads "Nancy Watson". The signature is written in black ink and is positioned above a horizontal line.

Nancy Watson, Executive Director  
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineers



**OFFICE OF LABOR  
RELATIONS**

**CITY OF SACRAMENTO  
CALIFORNIA**

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

**DEE CONTRERAS**  
DIRECTOR

June 2, 2009  
(REVISED)

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 Step Increases**

Dear Ms. Watson:

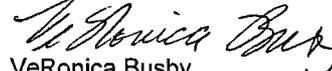
This is to confirm the agreement of the City of Sacramento (City) and Western Council of Engineers (WCE) covering employees in the Engineering Unit regarding step increases in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed as follows:

1. Effective June 20, 2009, employees who are not at the top step of their salary range will have their salary step frozen for a period of two (2) years. For example, Employee A is at Step 3 and is due to advance to Step 4 on September 12, 2009. Employee A's advancement to that step will be suspended until September 12, 2011.
2. Employees who have their advancements suspended will receive eighty (80) hours of Paid Time Off. Paid Time Off will have no cash value, will not create overtime and will have no expiration date. Paid Time Off will be posted by July 1, 2009 or as soon as is practicable.
3. Effective June 18, 2011, the provisions of Article 7.2 a., ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps, will be reinstated. Employees who are not at the top step of their salary range, and have completed their two-year step freeze period, will advance one (1) step on their anniversary date.
4. On June 29, 2013, employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary not been suspended.

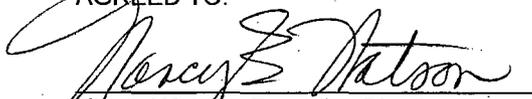
WCE – Step Increases  
June 2, 2009 (REVISED)  
Page 2

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

Sincerely,

  
VeRonica Busby  
Labor Relations Officer

AGREED TO:

  
Nancy Watson, Executive Director  
Western Council of Engineers

7/30/09  
Date

cc: Kirk Thompson, Western Council of Engineers



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

June 2, 2009  
(REVISED - #2)

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

**Re: Amendments to ARTICLE 6 – SALARY ADJUSTMENTS**

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 the salaries in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, Article 6.6, 2009-2010 SALARIES, will be replaced with the following and Exhibit A-4 will be deleted:

Article 6.6 2010-2011 SALARIES

Effective January 1, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%).

Article 6.7 2011-2012 SALARIES

Effective December 31, 2011, salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%).

Article 6.8 2012-2013 SALARIES

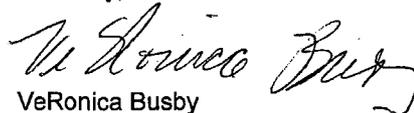
Effective June 30, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by three and one-half percent (3.5%).

WCE – Amend 6.6/Salaries  
June 2, 2009 (REVISED - #2)  
Page 2

2. The remaining article will be renamed and/or renumbered.
3. Employees will receive eighty (80) hours of Paid Time Off (PTO) on June 20, 2009 and forty (40) hours of PTO on June 19, 2010.
4. PTO will have no cash value, will not create overtime and will have no expiration date.

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

Sincerely,



VeRonica Busby  
Labor Relations Officer

AGREED TO:

  
\_\_\_\_\_  
Nancy Watson, Executive Director  
Western Council of Engineers

7/30/09  
Date

cc: Kirk Thompson, Western Council of Engineers



**OFFICE OF LABOR  
RELATIONS**

**CITY OF SACRAMENTO  
CALIFORNIA**

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

**DEE CONTRERAS  
DIRECTOR**

June 2, 2009

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 Furlough Days**

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 furlough days in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed as follows:

1. Effective July 2, 2009, employees will be required to furlough one day each month through July 1, 2011, for a total of ninety-six (96) hours per fiscal year, through Fiscal Year 2011. The parties agree to reopen discussions in January of 2011 on the issue of additional furlough days beyond Fiscal Year 2011, based on City budget resources.
2. Common (group) furlough days designated by the City are indicated in the attachment to this agreement and will be applied to the twelve (12) day total for each fiscal year.

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

Attachment

cc: Kirk Thompson, Western Council of Engineers

**PROPOSED GROUP FURLOUGH DATES**

**2009**

- THUR, JULY 2
- FRI, SEPT 4
- WED, NOV 25
- THUR, DEC 24 (1/2)
- THUR, DEC 31 (1/2)

**2010**

- FRI, FEB 12
- FRI, MAY 28
- FRI, JULY 2
- FRI, SEPT 3
- FRI, NOV 12
- WED NOV 24
- THUR, DEC 23 (1/2)
- THUR, DEC 30 (1/2)

**2011**

- FRI, FEB 11
- FRI, MAY 27
- FRI, JULY 1
- FRI, SEPT 2
- THUR, NOV 10
- WED NOV 23
- FRI, DEC 23 (1/2)
- FRI, DEC 30 (1/2)

**2012**

- FRI, FEB 10
- FRI, MAY 26
- MON, JULY 3
- FRI, SEPT 1
- THUR, NOV 9
- WED NOV 24
- FRI, DEC 22 (1/2)
- FRI, DEC 29 (1/2)

**2013**

- FRI, FEB 9
- FRI, MAY 25



**OFFICE OF LABOR  
RELATIONS**

**DEE CONTRERAS**  
DIRECTOR

CITY OF SACRAMENTO  
**CALIFORNIA**

June 2, 2009

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: Agreement Regarding Senior Employee Pay**

Dear Ms. Watson:

This is to confirm the agreement of the City of Sacramento and the Western Council of Engineers regarding the establishment of Senior Employee Pay. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, fulltime eligible employees will receive Senior Employee Pay in the amount of five percent (5%).
2. To qualify for Senior Employee Pay, the employee must have twenty-five (25) or more years of City service, and be at least fifty-five (55) years old.
3. Employees who receive Senior Employee Pay are required to furlough one (1) additional day per month. Employees will normally not be scheduled for overtime on their furlough day.
4. Senior Employee Pay will be discontinued on January 1, 2011.
5. Senior Employee Pay is considered to be longevity pay and therefore reportable as special compensation under PERS law.

WCE - Senior Employee Pay  
June 2, 2009  
Page 2

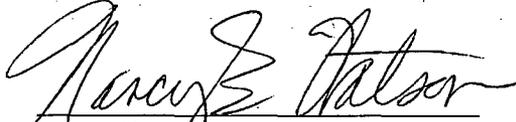
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



VeRonica Busby  
Labor Relations Officer

AGREED TO:



Nancy Watson, Executive Director  
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineer

**RESOLUTION NO. \_\_\_\_\_**

**Adopted by the Sacramento City Council**

**Agreement Covering the Fire Department Unit (2009 – 2012)**

**BACKGROUND**

- A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with Sacramento Area Fire Fighters, Local 522, which is the recognized employee organization for employees in the Fire Department Unit, regarding a two and one-half year (30 month) contract extension, delay in step increases, and deferral of the 2009 salary adjustment.
- B. The parties have reached an agreement on the following terms and conditions: contract extension, two and one-half year (30 month) step increase freeze, and delay in the annual salary adjustment. The letters of understanding which describe these terms are in Exhibits A, B, and C.
- C. The terms of the agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City, the operating departments and the community by continuing positive labor relations.

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

- Section 1. The letters of understanding covering the Fire Department Unit are adopted as attached and the Director of Labor Relations is authorized to execute the agreements.

**Table of Contents:**

- Exhibit A: Letter of Understanding, TERM
- Exhibit B: Letter of Understanding, Delay in Step Increases
- Exhibit C: Letter of Understanding, Deferral in Annual Salary Adjustment



**OFFICE OF LABOR  
RELATIONS**

**CITY OF SACRAMENTO  
CALIFORNIA**

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

**DEE CONTRERAS  
DIRECTOR**

July 2, 2009

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

Jed Kircher, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3101 Stockton Blvd.  
Sacramento, CA 95822

**Re: Agreement Regarding Term of Agreement**

Dear Mr. Kircher:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522, regarding the term of the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

Effective July 28, 2009, Article 26.7a., TERM, will be modified to read as follows:

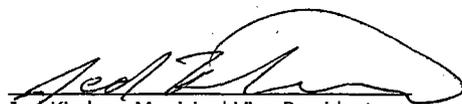
- a. This Agreement shall remain in full force and effect from April 29, 2008 to, and including January 2, 2012.

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,

Edward J. Takach  
Labor Relations Officer

AGREED TO:



Jed Kircher, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



**OFFICE OF LABOR  
RELATIONS**

**CITY OF SACRAMENTO  
CALIFORNIA**

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

**DEE CONTRERAS  
DIRECTOR**

July 2, 2009

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

Mr. Jed Kircher, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3101 Stockton Boulevard  
Sacramento, CA 95820-1416

**Re: Agreement Regarding Step Increases**

Dear Mr. Kircher:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the step increases in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective July 4, 2009, employees who are not at the top step of their salary range will have their salary step frozen until January 1, 2012. For example, Employee A is at Step 3 and is due to advance to Step 4 on September 12, 2009. Employee A's advancement to that step will be suspended until January 1, 2012.
2. Effective January 1, 2012, the provisions of Article 7.2a., ADVANCEMENT IN RATE OF COMPENSATION, Advancement in Steps, will be reinstated. Employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary step increases not been suspended

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,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

Jed Kircher, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522



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

July 2, 2009

Mr. Jed Kircher, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522  
3101 Stockton Boulevard  
Sacramento, CA 95820-1416

**Re: Agreement Regarding Salaries**

Dear Mr. Kircher:

This is to confirm the agreement between the City of Sacramento and the Sacramento Area Fire Fighters, Local 522 regarding the salaries in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed, as follows:

1. Effective June 20, 2009, Article 6.3, 2009-2010 SALARIES, will be replaced with the following and Exhibit A-2 will be deleted:

Article 6.3 2011-2012 SALARIES

Effective January 1, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%).

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,

Edward J. Takach  
Labor Relations Officer

AGREED TO:

  
Jed Kircher, Municipal Vice-President  
Sacramento Area Fire Fighters, Local 522