

RESOLUTION NO. 2009-714

Adopted by the Sacramento City Council

November 17, 2009

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

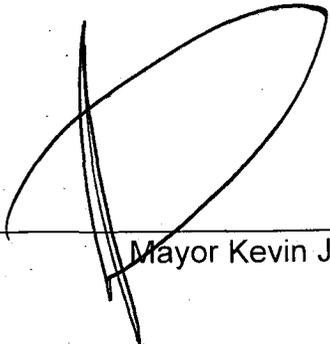
Adopted by the City of Sacramento City Council on November 17, 2009 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy,
Tretheway, Waters, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: None.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk



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

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,

for Dee Contreras
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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June 2, 2009

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

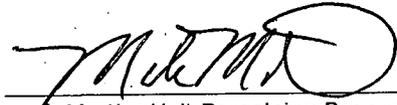
5. On June 29, 2013, employees who are not at the top step of their salary range will be advanced to the salary step they would have been on had their salary not been suspended.

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



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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%)**.

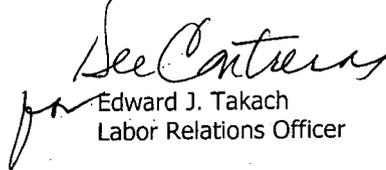
Salaries
July 8, 2009
Page 2

~~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

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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



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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