

RESOLUTION NO. 2012-255

Adopted by the Sacramento City Council

July 19, 2012

APPROVING THE PERSONNEL RESOLUTION COVERING UNREPRESENTED OFFICERS AND EMPLOYEES AND THE UNREPRESENTED SALARY SCHEDULES AND AMENDING THE EMPLOYER-EMPLOYEE RELATIONS POLICY

BACKGROUND

- A. The Personnel Resolution Covering Unrepresented Officers and Employees set forth general administrative provisions, hours of work and other terms and conditions affecting unrepresented classifications. Specific provisions of the Personnel Resolution address health and welfare contributions for unrepresented employees.
- B. The Personnel Resolution attached as Exhibit 1 (redline) and Exhibit 2 (final) has been modified to update unrepresented employee terms of employment. The estimated additional cost to the FY2012/13 proposed budget associated with the revisions to the Personnel Resolution is \$4,000.
- C. The unrepresented salary schedules attached as Exhibits 3, 4, 5 and 6 have only been revised to update effective dates. A market survey of salaries of classifications that are comparable to classifications in the City has not been conducted since 2008 and the salaries ranges are unchanged from FY2008/09.
- D. The Employer-Employee Relations Policy (EERP) attached to this Resolution as Exhibit 7 (redline) and Exhibit 8 (final) has been amended to reorganize the unrepresented employee units including creating the Executive Management Support Unit.

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

- Section 1. The Personnel Resolution Covering Unrepresented Officers and Employees attached to this Resolution as Exhibit 1 (redline) and Exhibit 2 (final) is adopted effective July 28, 2012, and will supersede the Personnel Resolution Covering Unrepresented Officers and Employees attached as Exhibit 1 to Resolution No. 2011-661.
- Section 2. The Unrepresented Salary Schedules attached as Exhibits 3, 4, 5 and 6, are adopted effective June 30, 2012 and will supersede the provisions of Resolution No. 2011-358.

Section 3. The Employer-Employee Relations Policy attached to this Resolution as Exhibit 7 (redline) and Exhibit 8 (final) is amended to create the Executive Management Support Unit.

Section 4. The City Manager is authorized to make minor changes or adjustments to exhibits in order to correct omissions and errors.

Section 5. Exhibits 1 through 8 are part of this resolution.

Adopted by the City of Sacramento City Council on July 19, 2012 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy.

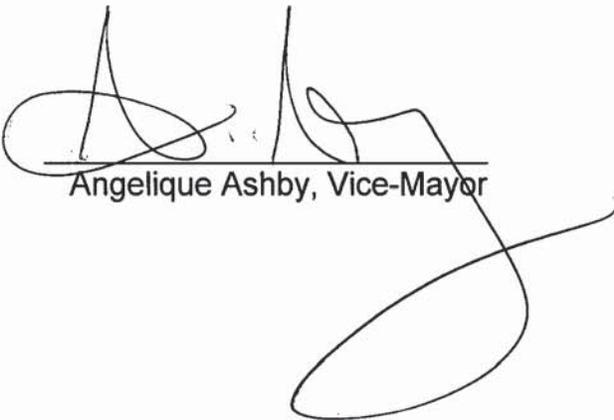
Noes: None.

Abstain: None.

Absent: Mayor Johnson.

Attest:


Shirley Concolino, City Clerk


Angelique Ashby, Vice-Mayor

PERSONNEL RESOLUTION

COVERING

UNREPRESENTED OFFICERS AND EMPLOYEES

~~December 6, 2011~~

July 28, 2012

ARTICLE 1 – GENERAL ADMINISTRATIVE PROVISIONS

1.1 APPOINTING AUTHORITY

- a. For the City of Sacramento, appointing authority is vested with the Mayor, City Council members, and Charter Officers, ~~and, for secretarial/clerical positions in the Mayor and Council office, the Council Operations Manager.~~ Subject to the Rules and Regulations of the Civil Service Board, Council-adopted resolutions and administrative policy instructions, appointing authority provides for the ability to hire employees in classifications that are:

- (1) Unrepresented, (or represented);
- (2) Subject to Civil Service Rules and Regulations or exempt from such Rules;
- (3) Career or non-career; and
- (4) Exempt Management.

~~Subject to delegation of authority from the Mayor and City Council, the Council Operations Manager is authorized to appoint candidates who fill secretarial support positions assigned to the Mayor and Councilmember offices.~~

- b. Consistent with the adopted City Classification Plan, appointing authority also provides for the ability to:

- (1) Allocate full-time equivalent positions to specific job classifications and to establish rates of pay for incumbents in those classifications, subject to the approved Budget Resolution and administrative policy;
- (2) Change the number of exempt management positions under their administrative jurisdiction, so long as their total exempt management salary budget does not increase; and
- (3) Adjust the salary of individual exempt ~~managers or~~ positions, so long as the total exempt ~~management~~ salary budget for each department does not increase.
- (4) Grant performance-based salary adjustments to unrepresented officers and employees consistent with employee appraisal procedures, subject to the approved Budget Resolution and administrative policy.

1.2 APPLICABILITY

The terms of this Resolution shall apply to all unrepresented employees of the City unless superseded by employment contract with Charter Officers, and where applicable, to elected officials. Sacramento Area Flood Control Agency (SAFCA) unrepresented personnel shall

maintain the benefits contained in the July 2, 2011 Resolution Covering Unrepresented Officers and Employees.

1.3 TYPE OF APPOINTMENTS

a. ~~Non-Career~~

~~Non-competitive appointment to a position for duration of time as outlined in Civil Service Board Rules 6.9 (b).~~

b. ~~Career~~

~~Competitive appointment to a position which is subject to a probationary period.~~

c. ~~Exempt Appointments~~

~~Nothing in this Resolution shall be construed to be an express or implied covenant or contract, or to create a property right or tenure for any person appointed to positions that are exempt from the classified service. Exempt employees serve at the pleasure of the Appointing Authority. Consequently, just cause is not required for discipline, and there are no appeal rights.~~

Nothing in this Resolution shall be construed to be an express or implied covenant or contract, or to create a property right or tenure for any person appointed to unrepresented classifications covered by this resolution. These appointments serve at the pleasure of the Appointing Authority. Consequently, just cause is not required for discipline, and there are no appeal rights.

The following are the types of appointments in the unrepresented classifications that are covered by this resolution:

(a) For the purposes of this Personnel Resolution Covering Unrepresented Officers and Employees At-will (Unrep) shall mean employees appointed in unrepresented classifications that are in Executive Management, Executive Management Support, and Mayor/Council Support units as defined in the Employer-Employee Relations Policy.

(b) For the purposes of this Personnel Resolution Covering Unrepresented Officers and Employees Non-Career (Unrep) shall mean employees appointed as part-time, seasonal or on a limited term basis in unrepresented classifications that are in the Non-Career unit as defined in the Employer-Employee Relation Policy.

1.4 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

~~An employee recalled after layoff, reinstated after a leave of absence, or reemployed after resignation shall return at the same rate of pay unless such rate is below the minimum of the classification salary range. This provision shall not be applicable to management employees.~~

1.54 SALARY CONTINUATION FOR ABSENCES LESS THAN ONE DAY

For partial day absences covered by the Family and Medical Leave Act (FMLA), and/or the

California Family Rights Act (CFRA), a salaried employee shall be charged leave for each whole hour of absence, or if there is no accrued, useable leave, that employee's pay shall be reduced in an amount equal to the employee's hourly rate of pay for each whole hour of the absence.

1.65 STAFF AIDE POSITIONS

The classification of Staff Aide ~~(Exempt Management)~~ or Staff Aide ~~(Confidential/Administrative)~~, may be used when a classification is needed either pending establishment of a regular classification or a position is funded for a limited time and no appropriate classification exists. A person may be appointed to such classification for a maximum period of twelve (12) months. The salary range shall be established by the Human Resources Director.

1.76 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON COMPENSATION

Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the pay adjustment eligibility during a rating period. Such leaves in excess of ten (10) consecutive working days, may affect eligibility during a rating period at the discretion of the Appointing Authority.

ARTICLE 2 – HOURS OF EMPLOYMENT AND OVERTIME

2.1 HOURS OF EMPLOYMENT

- a. The work period for employees shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The normal workweek for full-time employees, except for ~~management~~ Fair Labor Standard Act (FLSA) exempt employees, shall consist of forty (40) hours of work during the seven (7) day work period.
- b. The normal workweek shall not apply to ~~management~~ employees exempt from the provisions of the Fair Labor Standards Act who are expected to work whatever time is required to perform the duties of their positions.
- c. The workweek for part-time employees shall be determined by the Appointing Authority.

2.2 VOLUNTARY WORK FURLOUGH/REDUCED WORKWEEK PROGRAM

The City's Voluntary Work Furlough/Reduced Workweek Program shall be applicable to unrepresented full-time ~~career~~ employees on the same terms as apply to represented employees. The optional benefit plan of eligible employees shall not be reduced or prorated by participation in such work reductions.

2.3 ~~MANDATORY WORK FURLOUGH~~

~~The City's Mandatory Work Furlough Program is applicable to unrepresented employees and shall~~

~~consist of 12 days of furlough (96 hours) in Fiscal Year 11-12, Each Appointing Authority shall be responsible for the administration of his/her employees' furloughs. The City Attorney, City Clerk, City Treasurer, Deputy City Manager, and Executive Management employees shall be exempted from furloughs.~~

2.43 OVERTIME FOR ~~CONFIDENTIAL/ADMINISTRATIVE~~ ELIGIBLE EMPLOYEES

- a. ~~Confidential/Administrative~~ Eligible employees who are required to work in excess of eight (8) hours per day or forty (40) hours per week or on a recognized holiday shall be compensated for such overtime with pay at one and one-half (1-1/2) times the applicable rate of pay in cash payment or compensating time off (CTO) as determined by the Appointing Authority.
- b. The Appointing Authority may, with prior agreement of an ~~an Confidential/Administrative~~ employee, establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour workweek. In such a schedule, the overtime rate after eight (8) hours per day as set forth above shall not apply.
- c. Absence with pay shall be counted as time worked. Time worked in excess of eight (8) hours in a day or on a recognized holiday shall not be included in determining whether an employee has worked in excess of forty (40) hours in a week. Effective June 29, 2013, FLSA overtime standards shall apply to all employees eligible for overtime compensation under the FLSA.
- d. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those 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.
- e. The use of accrued CTO shall be at the discretion of the Appointing Authority. Employees who request use of accrued CTO shall be permitted to use such time within a reasonable period after making the request if the use of CTO does not unduly disrupt the operations of the work unit.
- f. Upon termination from City service, employees shall be paid for any unused CTO hours at the applicable rate of pay.

2.54 OVERTIME FOR NON-CAREER EMPLOYEES

- a. Non-career employees who are required to work in excess of forty (40) hours per week shall be compensated for such overtime with pay at one and one-half (1-1/2) times the applicable rate of pay in cash payment.
- b. The Appointing Authority may establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour workweek.

2.65 MODIFIED/ALTERNATIVE DUTY POLICY

A Modified/Alternative Duty Policy shall be applicable to eligible employees who have been

injured on-the-job.

2.76 TELEWORK PROGRAM

~~Confidential/Administrative~~ Executive Management Support employees may participate, at the discretion of the Appointing Authority, in the City's Telework Program.

2.87 ALTERNATIVE WORK SCHEDULE PROGRAM

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

2.9 ~~EMERGENCY RESPONSE BY FIRE MANAGEMENT~~

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

2.10 ~~EMERGENCY RESPONSE BY POLICE MANAGEMENT~~

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

2.11 ~~POLICE LIEUTENANT~~

~~When a Police Lieutenant is required to work for another Lieutenant during the employees' scheduled time off, he/she shall be paid at the regular hourly rate for all hours worked on the additional shift.~~

ARTICLE 3 – HEALTH AND WELFARE

3.1 FRINGE BENEFIT PLAN

The fringe benefit plan for ~~exempt management, exempt management support and confidential/administrative~~ Executive Management, Mayor/Council Support, and Executive Management Support employees shall be as follows:

- a. Basic Life Insurance
City-paid basic life insurance shall be:

<u>Group</u>	<u>Amount</u>	
Confidential/administrative <u>Executive Management Support</u>		\$
1050,000		
Management & Management Support <u>Executive Management and Mayor Council</u>		

<u>Support</u>	\$ 50,000	
Charter Officer		\$100,000
<u>Mayor/City Manager</u>		\$150,000

b. Long-Term Disability Insurance

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

c. Health and Welfare Contribution (City Dollars)

(1) ~~The City Attorney, City Clerk, City Treasurer, and Deputy City Manager shall pay the seven percent (7%) member contribution to the PERS retirement plan. In addition the~~The City Manager, City Attorney, City Clerk and City Treasurer shall receive a monthly health and welfare contribution and a three percent (3%) of base salary optional benefit plan which should be combined and shall be applied, first, to a member's retirement contribution (if any), up to the maximum of such retirement contribution and, second, the premiums for City-sponsored health and dental plans and short-term disability plans for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.

(2) Optional Benefit Plan

(a) ~~Effective December 17, 2011, Executive Management Police Safety employees (Unit 20) shall pay the nine percent (9%) member contribution to the PERS retirement plan. Effective August 2, 2008 for police safety management employees (Unit 01), the City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan. Effective December 17, 2011, Executive Management miscellaneous employees (Unit 20) shall pay the seven percent (7%) member contribution to the PERS retirement plan. For exempt management employees (Unit 01) the City shall pay up to seven percent (7%) of the member contribution to the PERS retirement plan. For exempt management support employees (Unit 14) the City shall pay up to five percent (5%) of the member contribution to the PERS retirement plan. In addition, exempt management and exempt management support~~Executive Management and Mayor/Council Support employees shall receive a monthly health and welfare contribution which shall be applied, first, to the employee's retirement contribution (if any), up to

the maximum of such retirement contribution, and, second, the premiums for City-sponsored health and dental plans, and short-term disability plans for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.

- (b) ~~Effective December 17, 2011, Executive Management Fire Safety employees (Unit 20) shall pay the 9.81% value of the employee share of the PERS member contribution. For Fire safety management employees, (Unit 01) the City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan on behalf of the management employees. Such payments shall be reported to PERS as additional compensation for the purpose of retirement benefit calculations. In addition, Fire safety management employees shall receive a monthly health and welfare contribution, which shall be applied, first, to the employee's retirement contribution (if any), up to the maximum of such retirement contribution, and, second, the premiums for City-sponsored health and dental plans, and short-term disability plans for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.~~
- (3) ~~Effective August 2, 2008, the City shall pay up to three percent (3%) of the member contribution to the PERS retirement plan for full-time career Confidential/Administrative employees. In addition full-time career Confidential/Administrative employees shall receive a monthly health and welfare contribution which shall be combined and applied, first, to the employee's retirement contribution (if any), up to the maximum of such retirement contribution, and, second, the premiums for City sponsored health and dental plans, short term disability plans, and/or supplemental life insurance (in the amount of \$30,000) and additional supplemental life insurance (in the~~

amount of \$10,000) for eligible employees. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.

(4) ~~The City will contribute \$100 monthly as an add-on to the City's health and welfare contribution for Sacramento City Employees Retirement System (SCERS) members in lieu of the contribution the City pays for PERS members.~~

(5)(3) Amount of Contribution

(a) For full-time ~~Confidential/Administrative~~Executive Management, Mayor/Council Support, and Executive Management Support employees, the City shall contribute \$490612 ~~or a contribution equal to the lowest cost City health and dental rate whichever is greater for a single employee enrolled in City-sponsored group health insurance; \$8050 for an employee enrolled with one (1) dependent; and \$10501200~~ for an employee enrolled with two (2) or more dependents. ~~Effective January 1, 2010, for full-time Confidential/Administrative employees, the City shall contribute \$520 or a contribution equal to the lowest cost City health and dental rate whichever is greater for a single employee enrolled in City sponsored group health insurance for a single employee enrolled in City sponsored group health insurance; \$850 for an employee enrolled with one (1) dependent; and \$1200 for an employee enrolled with two (2) or more dependents.~~ For part-time ~~career Confidential/Administrative~~Executive Management Support employees, the City shall contribute a prorata share of the contribution.

(b) ~~For exempt management and exempt management support employees, the City shall contribute \$520 or a contribution equal to the lowest cost City health and dental rate whichever is greater for a single employee enrolled in City sponsored group health insurance; \$800 for an employee enrolled with one (1) dependent; and \$1050 for an employee enrolled with two (2) or more dependents. Effective January 1, 2010, for full-time exempt management employees, the City shall contribute \$520 or a contribution equal to the lowest cost City health and dental rate whichever is greater for a single employee enrolled in City-sponsored group health insurance; for a single employee enrolled in City-sponsored group health insurance; \$850 for an employee enrolled with one (1) dependent; and \$1200 for an employee enrolled with two (2) or more dependents. For part-time exempt management and exempt management support employees, the City shall contribute a prorata~~

share of the contribution.

~~(e) For Charter Officers, the City shall contribute \$575 or a contribution equal to the lowest cost City health and dental rate whichever is greater for a single employee enrolled in City-sponsored group health insurance; \$800 for an employee enrolled with one (1) dependent; and \$1050 for an employee enrolled with two (2) or more dependents. Effective January 1, 2010, for Charter Officers, the City shall contribute \$575 or a contribution equal to the lowest cost City health and dental rate whichever is greater for a single employee enrolled in City-sponsored group health insurance; \$850 for an employee enrolled with one (1) dependent; and \$1200 for an employee enrolled with two (2) or more dependents.~~

~~(6)(4)~~ Funds used to pay the health insurance premium cost for the domestic partner and/or the domestic partner's dependent children shall be in accordance with Federal and State tax laws.

(a) An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage.

~~(b) An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children as defined in paragraph (7) below, under the employee's City-sponsored health plan. The City shall contribute \$800-850 for an employee enrolled with one (1) dependent; and \$1050-1200 for an employee enrolled with two (2) or more dependents. Effective January 1, 2010, the City shall contribute \$850 for an employee enrolled with one (1) dependent; and \$1200 for an employee enrolled with two (2) or more dependents.~~

~~(e)(b)~~

~~(7)(5)~~ The definition of dependent child for purposes of health, and dental and vision insurance shall be as determined under the Patient Protection and Affordable Care Act, currently a child from birth to age 26. Dependent child includes an adult child up to age 26, grandchild living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent, under IRS rules and regulations.

d. Cash-Back Limits

(1) The cash-back of City dollars from the IRS Section 125 Plan shall be limited to \$200 per month for employees who waive enrollment in City-sponsored group health plans, shall be limited to career and exempt employees as follows:

(2) New employees or employees who are not receiving the cash-back as of July

27, 2012, shall not be eligible for the cash-back option.

(4)(3) Part-time employees shall be prorated.

~~(a) — Effective January 1, 2009, for Confidential/Administrative employees, up to \$200 per month. Part-time employees shall be prorated.~~

~~(b) — Effective January 1, 2009, for management employees, up to \$200 per month.~~

~~(c) — Effective January 1, 2009, for Charter Officers, up to \$200 per month.~~

e. Insurance Over \$50,000

(1) ~~Exempt management and exempt management support~~ Executive Management, Mayor/Council Support, and Executive Management Support employees may purchase out-of-pocket supplemental life insurance in the amount of up to three (3) times annual salary.

~~(2) — Confidential/Administrative employees may purchase out-of-pocket supplemental life insurance in the amount of up to three (3) times annual salary and additional supplemental life insurance in the amount of \$10,000.~~

f. The fringe benefit plan shall be applicable to full-time ~~management and Confidential/Administrative~~ Executive Management, Mayor/Council Support, and Executive Management Support employees. The fringe benefit plan, including management leave time, for employees who are less than full-time shall be established by the City Manager on a case-by-case basis, not to exceed the fringe benefit plan for comparable full-time employees.

3.2 FLEXIBLE SPENDING ACCOUNTS

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

a. Out-of-pocket costs ~~F~~for City-sponsored health, ~~and dental and vision insurance~~ out-of-pocket costs ~~plans~~; and

b. Unreimbursed health care expenses up to ~~\$4,800~~ \$2,500 per plan year effective each January 1; and

c. Dependent care reimbursement up to \$5,000 per plan per year effective January 1.

d. Unreimbursed mass transit expenses for work commute up to \$110 per month.

e. Unreimbursed parking expenses to park at or near work up to \$215 per month.

3.3 DEFERRED COMPENSATION PLAN

~~Exempt management, exempt management support and Confidential/Administrative~~ Executive Management, Mayor/Council Support, and Executive Management Support employees may participate in the City's Deferred Compensation 457 Plan as long as the deferred compensation salary limit is not exceeded.

3.4 SECTION 401(A) MONEY PURCHASE PLAN

The City's established IRS Section 401(a) Plan is available as follows:

- a. For ~~exempt management~~ Executive Management and Mayor/Council Support employees, the City will contribute four percent (4%) of salary to the 401(a) Plan and the employee shall contribute five percent (5%) of salary to the Plan. An employee may also contribute up to ten percent (10%) of additional after-tax dollars into the Plan.
- b. Employees must make an irrevocable election to participate in the Plan within ninety (90) days of employment and such election shall be final. Effective January 1, 2010 enrollment in the Plan will no longer be permitted during open enrollment.
- c. Effective December 29, 2012, for Executive Management Support employees the City will contribute two percent (2%) of salary to the 401(a) Plan with a zero percent (0%) employee match. Employees must make an irrevocable election to participate in the Plan within ninety (90) days of employment and such election shall be final.
- d. The 401(a) Plan shall conform to all IRS requirements. Five (5) years of City service is required to vest for City funds consistent with IRS and 401(a) provider rules and regulations.

3.5 LONGEVITY PAY

a. Employee Eligibility

For the purpose of determining the year of employee eligibility for longevity pay as provided under Section 108 of the City Charter, only continuous full-time service shall be considered.

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.

- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds ~~twenty (20) working days~~ six (6) months in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, ~~where formal leave of absence is not required, aggregating twenty (20) or fewer days~~ less than six (6) months in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds ~~twenty (20) days~~ six (6) months in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.
- (4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.
- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

Once it has been determined that an employee is eligible for longevity pay, he/she shall receive the allowance as prescribed.

- (1) When authorized leave of absence or time off aggregating ~~twenty (20) or more working days~~ six (6) months is taken during any employment year, longevity payment in the following July shall be made on a prorata basis.
- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the prorata portion of longevity

pay from the date of return.

- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the prorata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the following July had employment continued, shall be forfeited, and there shall be no prorata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.
- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

3.6 — SENIOR EMPLOYEE PAY

~~a. The City Manager/Charter Officers are authorized to institute Senior Employee Pay for all eligible unrepresented employees and/or officers in Unrepresented Units 01, 10, and 14. Senior Employee Pay will apply to all eligible employees under the following criteria:~~

- ~~(1) Effective August 10, 2010, full-time eligible employees will receive Senior Employee Pay in the amount of (5%).~~
- ~~(2) To qualify for Senior Employee Pay, the employee must have twenty-five (25) years or more of Public Employees Retirement System (PERS) service or Sacramento City Employees Retirement System (SCERS) service.~~
- ~~(3) Employees who receive Senior Employee Pay are required to furlough 104 hours per year. Employees will normally not be scheduled for overtime, nor receive on-call pay on their furlough day. Furlough time will be prorated for those employees who begin their Senior Employee Pay after the start of the fiscal year.~~
- ~~(4) Senior Employee Pay will be discontinued on October 7, 2011.~~
- ~~(5)(1) _____ The City considers Senior Employee Pay to be longevity pay and shall report it as special compensation to CalPERS. The City does not warrant that this pay will be considered special compensation under PERS law.~~

ARTICLE 4 – RETIREMENT

4.1 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City-paid health insurance contributions and dental insurance benefits under the following provisions:

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

~~Effective January 1, 2008, t~~The City retiree health insurance contribution will be \$300 per month for the retiree and \$365 for retiree with dependent(s).

b. Employees Retiring on or After July 1, 1992

- (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit 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 50.
- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
 - (a) Employees with a minimum of ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum of fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in subsection (a) above.
- (4) There shall be no eligibility for the City's health insurance contribution or dental benefit if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

c. Persons in Deferred Retirement Status as of January 1, 1991

Employees who have elected a deferred retirement prior to January 1, 1991 and who then elect to retire on or after July 1, 1992, shall be eligible for the City's health

insurance contribution and dental benefit as follows:

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty percent (50%) of the City's health insurance contribution as identified in subsection (a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disabled 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-paid health insurance contribution and dental benefit for retirees regardless of years of service.

e. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount, as the employee was eligible to at the time of death.

f. Medicare Supplement

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

g. Limitation Clause

No employee or retiree shall have any rights provided by this Section 4.1 after ~~July 2, 2012~~ June 28, 2013.

h. Elimination of Retirees or Survivor Dependents Benefits

No employee hired on or after July 20, 2012, shall be eligible for any benefits provided by this Section 4.1.

4.2 PERS RETIREMENT PLAN AND CONTRIBUTION

- a. The City's contract with the Public Employees Retirement System (PERS) for miscellaneous employees provides the following plan for all miscellaneous employees:

- Modified 2% at age 55
- One-year highest compensation
- Up to 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave conversion to service credit

- b. The City's contract with the Public Employees Retirement System (PERS) for fire safety employees to provide for the following plan for fire safety management employees:

Tier I and Tier III

- Modified 3% at age 55
- One-year highest compensation
- Up to 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- EPMC
- Sick leave conversion to service credit

Tier II (SCERS Transferees)

- Modified 3% at age 55
- One-year highest compensation
- Up to 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- EPMC
- Sick leave conversion to service credit

- c. The City's contract with the Public Employees Retirement System (PERS) for police safety employees provides the following plan for police safety management employees:
Tier I and Tier III

- Modified 3% at age 50
- One-year highest compensation
- Up to 2% COLA
- 50% survivor continuation

- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave conversion to service credit

Tier II (SCERS Transferees)

- Modified 3% at age 50
- One-year highest compensation
- Up to 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave conversion to service credit

d. Member Contribution to PERS Retirement Plan

- (1) The City Attorney, City Clerk, City Treasurer, and Deputy City Manager shall pay the seven percent (7%) member contribution to the PERS retirement plan.
- (2) Executive Management Police Safety employees (Unit 20) shall pay the nine percent (9%) member contribution to the PERS retirement plan.
- (3) Executive Management Fire Safety employees (Unit 20) shall pay the 9.81% value of the employee share of the PERS member contribution. For Fire Safety employees the City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan on behalf of the management employees. Such payments shall be report to PERS as additional compensation for the purpose of retirement benefit calculations.
- (4) Executive Management miscellaneous employees (Unit 20) shall pay the seven percent (7%) member contribution to the PERS retirement plan.
- (5) Effective July 28, 2012, Mayor/Council Support and Executive Management Support, shall pay the seven percent (7%) member contribution to the PERS retirement plan.

ARTICLE 5 – CHARTER OFFICERS

5.1 CHARTER OFFICER SALARIES

The salaries for the City Manager, City Attorney, City Treasurer, and City Clerk shall be modified only by City Council action and approval.

5.2 EXPENSE AND SUBSISTENCE ALLOWANCE

The sum of \$400 per month is established as a City expense reimbursement allowance for the City Manager for which no vouchers need be furnished. The sum of \$350 per month is established as a City expense reimbursement allowance for the City Attorney, City Treasurer and City Clerk for which no vouchers need be furnished.

ARTICLE 6 – NON-CAREER EMPLOYEES

6.1 NON-CAREER BENEFITS

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

6.2 CITY HEALTH AND WELFARE CONTRIBUTION

- a. Employees in the classification of Fire Recruit and Student Trainee (Paramedic Intern) shall receive the same City monthly health and welfare contribution amount as provided for the classification of Firefighter.
- b. Employees in the classification of Police Cadet, Police Recruit, and Community Service Officer (Limited Term) shall receive the same City monthly health and welfare contribution amount as provided for the classification of Police Officer.
- c. Employees in the classification of Dispatcher Recruit shall receive the same City health and welfare contribution amount as provided for the non-supervisory Dispatcher classification.
- d. Such health and welfare contributions may only be applied toward City-sponsored health and dental plans.

6.3 POOL SAFETY CLASSIFICATIONS

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

- a. Certification Fee Reimbursements. Upon submittal of documents showing successful completion of the required water safety courses and receipts showing fees paid, the City shall reimburse eligible employees up to \$200 for completing their certification course work.
- b. Recruitment Incentive. Upon successful completion of eighty (80) hours of work in a designated pool safety classification, the City shall pay eligible employees a lump sum amount of \$200.

- c. Retention Incentive. Upon successful completion of work during the entire summer aquatics season, the City shall pay eligible employees a lump sum amount of \$400.

ARTICLE 7 – LEAVES

7.1 VACATION

- a. Employees shall be entitled to vacation allowances pursuant to the provisions of Section 107 of the City Charter. Based on length of City service, the annual vacation allowances are:

<u>Annual Vacation Allowance</u>	<u>Length of Service</u>
10 days	to 5 years
15 days	to 15 years
20 days	16 or more years

- b. Vacation allowance administration shall be in accordance with the rules and regulations of the Civil Service Board, unless an exception is authorized by the City Manager under appropriate circumstances. Employees may accumulate up to a maximum of 480 vacation hours.

7.2 HOLIDAYS

a. ~~Holiday Hours for Fire Management~~

- (1) ~~Fire Assistant Chiefs assigned to fire suppression duty shall receive holiday benefits equal to, and on the same terms and conditions as, those holiday benefits granted by the City to employees in the Fire Department Unit. Such employees shall not receive any other holiday benefits under this Section.~~
- (2) ~~Fire Assistant Chiefs not assigned to fire suppression duty shall receive, for so long as they hold such assignments, 127.4 holiday hours per fiscal year, for which they shall be paid in cash, with their regular paycheck, in twenty six (26) equal bi-weekly installments. Such employees shall be eligible to receive the recognized holidays but not the floating holidays under this Section.~~

b. ~~Holiday Hours for Police Captains and Police Lieutenants~~

~~Police Captains and Police Lieutenants regularly scheduled to work on a recognized holiday shall receive holiday credit for the hours worked on the holiday. Holiday credit accumulations shall be limited to a maximum carry-over of forty (40) hours from the preceding calendar year. Effective the pay period which includes January 8 of each year, earned holiday hours in excess of forty (40) shall be paid to the employee in cash at the employee's regular rate of pay for that pay period, unless an exception is authorized by the City Manager under appropriate circumstances.~~

e.a. Recognized Holidays

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

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

e.b. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, compensating time off, or management leave time shall be considered hours worked for the purpose of holiday pay eligibility.
- (2) A part-time ~~career~~-employee, including an employee in a work-sharing program, 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:

<u>Number of Recognized Holidays in the Workweek</u>	<u>Minimum Number of Paid Hours in the Workweek</u>	
	<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 50% benefit shall receive no recognized holiday benefit.

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

e.c. Monday-Friday Schedule

If an employee's scheduled days off are Saturday and Sunday during a standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

f.d. ~~Weekend~~ Alternative Work Schedule

If an employee's scheduled differs from the traditional Monday-Friday workweek days off are other than Saturday and Sunday during the standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) 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.

g.e. Accrual of Leaves Over 24 Pay Periods

The accrual of leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Leave accrual rates for each pay period in which accrual occurs shall be as specified in Section 7.2(i) (1), 7.4(a), and 7.11(a) and (b) below.

h.f. Holiday Credit Accumulation

Employees may accumulate holiday credit up to a maximum of eighty (80) hours. Holiday credit may be taken by the employee at the discretion of the department head.

i.g. Floating Holidays

(1) Accrual

- (a) In addition to the recognized holidays specified above, except as provided below, employees shall receive the equivalent of ~~two (2)~~ one (1) floating holidays per fiscal year on an accrual basis as follows:

- (i) Each full-time ~~exempt management and exempt management support~~ Executive Management, Mayor/Council Support, and Executive Management Support employee shall accrue floating holiday credit at the rate of ~~forty (40)~~ twenty (20) minutes per pay period. ~~Each full time Confidential/Administrative employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period.~~ The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

(ii) ~~—————~~ A part-time ~~career or management~~ Executive Management, Mayor/Council Support, or Executive Management Support employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue floating holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of ten (10) minutes accrual for employees who are working in a .5 up to a .79 BAP and at a rate of twenty (20) minutes accrual for employees who are in a .8 BAP or higher. ~~upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = forty (40) minutes accrual; 40-63.9 hours paid = twenty (20) minutes accrual; less than 40 hours paid = 0 minutes accrual.~~

~~(iii)~~(ii) ~~—————~~

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

(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 accrual. Except for the eight (8) hour carry-over, all accumulated floating holiday time not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

(c) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) days shall be paid for all accrued floating holiday time at the straight-time rate.

7.3 MANAGEMENT LEAVE TIME

a. ~~Exempt management and exempt management support~~ Executive Management and Mayor/Council Support employees exempt from the provisions of the Fair Labor Standards Act shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, but shall be expected to devote as much time to their employment as may be necessary for the efficient operation of City government.

b. ~~Exempt management and exempt management support~~ Executive Management and Mayor/Council Support employees shall be credited with eighty (80) hours of management leave time each fiscal year. Such time will be posted for use the first pay period in July. Management employees appointed after July 1 of a fiscal year shall be entitled to a prorata share of eighty hours of management leave time based upon the number of full months remaining in that fiscal year. Management leave time shall be

useable upon being credited, subject to the approval of the immediate supervisor.

- c. Management leave time shall not accumulate from fiscal year to fiscal year. Employees will not be paid for the unused portion of management leave time.
- d. Management leave time shall not be cashed out upon separation from City service.

7.4 ADMINISTRATIVE LEAVE TIME

- a. ~~Confidential/Administrative-Executive Management Support~~ employees shall be credited with twenty (20) hours of administrative leave time each fiscal year. Such time will be posted in the first pay period in July. ~~Confidential/Administrative-Executive Management Support~~ employees hired after July 1 of a fiscal year shall be entitled to a prorata share of twenty hours of administrative leave time based upon the number of full months remaining in that fiscal year. Administrative leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.
- b. Administrative leave time shall not accumulate from fiscal year to fiscal year. Employees will not be paid for the unused portion of administrative leave time. Administrative leave time shall not be cashed out upon separation from City service.

7.5 SICK LEAVE

- a. Accrual
 - (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A permanent part-time employee shall earn sick leave on a prorata basis.
 - (2) An employee in active service of the City, eligible to accumulate sick leave credits, ~~shall~~ may in January of each year receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31 immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.
 - (3) ~~Notwithstanding the above, a~~ An eligible employee, ~~otherwise eligible,~~ may elect ~~not~~ to receive cash payments for accumulated sick leave by notifying the

Accounting Division of the Department of Finance, in writing of such election no later than ~~January 1~~December 15 of each year.

b. Sick Leave Cash Out

Upon termination of any employee eligible to accumulate sick leave credits, with more than twenty (20) years of City service, for reasons of retirement, resignation, layoff, 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 sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death, or to apply the sick leave balance to service credit pursuant to the PERS contract with the City. Any employee eligible to accumulate sick leave credits with less than twenty (20) years of City service may apply the sick leave balance to service credit pursuant to the PERS contract with the City upon termination of employment for retirement. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

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

~~e. Reinstatement of Sick Leave After Return From Layoff~~

~~Any employee who is laid off and receives payment for thirty three and one third percent (33 1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty six and two thirds percent (66 2/3%) of his/her 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 his/her 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.~~

~~e.c.~~ Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

~~e.d.~~ The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all covered employees.

7.6 PARENTAL LEAVE

The parental leave policy for both male and female employees is as follows:

a. Full-time ~~career~~ employees shall be eligible for City Parental Pay of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time ~~career~~ employees shall be eligible for up to eighty (80) hours of continuous City-paid time off. The duration of City Parental Pay shall not change based on a change in employment status, such as from part-time to full time career. Unused City Parental Pay shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City- Parental Pay.

- b. To be eligible for City Parental Pay, an employee must have completed ~~at least 6,240 hours and~~ three (3) years of ~~career~~-City service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody.
- c. The use of City Parental Pay must be initiated within four (4) months of childbirth or adoption.
- d. Eligible employees shall have the right to only one allotment of City Parental Pay per pregnancy or adoption regardless of the number of children involved (e.g., twins).
- e. Eligible employees shall have the right to extend City Parental Pay time off beyond the four (4) weeks of City-paid leave for a maximum of six (6) months of leave by utilizing accrued leave hours such as sick leave, vacation, accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- f. Parental Leave of Absence and/or City Parental Pay shall be used continuously. At the discretion of the appointing authority parental leave may be used intermittently or on a reduced schedule if a timely request is made by the employee.
- g. Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.
- h. Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

7.7 INJURY-ON-DUTY

- a. The City Manager or designee shall administer the provisions of the City Charter governing benefits for City employees who incur injuries arising out of and in the course of their duties.
- b. In administering those provisions, the City Manager or designee shall determine the amount of credit to which the City is entitled as against workers' compensation benefits payable under the California Labor Code. In no event shall the credit so determined exceed that specified by the City Charter or the laws of the State of California.
- c. Where a ~~career~~-employee sustains an injury covered by workers' compensation and has utilized all of the one-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 addition to receiving workers' compensation payments. The employee must take a full day's

vacation pay for each day off work. As a condition of so using such accrued vacation, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested. Non-career employees are not eligible.

7.8 COURT LEAVE

- a. When an employee is absent from work to testify in response to a properly served subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, to serve on a jury, or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert for jury duty and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so he/she will be excused from the shift. If the employee is in court or on jury duty less than one-half the shift, the employee will be required to work.
- c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, he/she will be required to use vacation or other leave accruals to cover the shift.
- d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.
- e. When a non-career employee is regularly scheduled to work and is ordered to appear in court or report for jury duty, such employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

7.9 ~~DAILY HOUR VALUE~~

~~The hour value of a leave day for vacation, sick leave or other paid leave shall be 11.2 hours for Fire Assistant Chiefs not assigned to fire suppression duty.~~

7.109 CATASTROPHIC LEAVE PLAN

- a. A benefit-qualified employee may donate to or receive from another benefit-qualified employee, usable vacation, floating holiday, management leave, or compensating time off hours. Participation in this plan shall be voluntary. Sick leave may not be donated

under this plan.

- b. All donations shall be made and accepted in writing using City-provided forms.
- c. The donation in any category must be a minimum of eight (8) hours of usable time.
- d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire suppression (56 hours) schedule and the non-Fire suppression (40) hours schedule shall be adjusted by a factor of 1.4 to 1.
- e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable.
- f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.
- g. To be eligible to use donations, an employee must:
 - (1) Be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury that is estimated to last for at least thirty (30) calendar days;
 - (2) have exhausted all usable balances, including sick leave;
 - (3) be on an approved leave of absence.
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:
 - (1) All leave balances, including both donated and accrued leave, are exhausted;
 - (2) The employee returns to work at his/her normal work schedule; or
 - (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.
- j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

- k. Used donated leave time shall be subject to the recipient's normal payroll deductions.

7.4410 SACRAMENTO HOUSING & REDEVELOPMENT AGENCY (SHRA) TRANSITION

Employees who are transferred from employment at SHRA to the City as a result of restructuring, reorganizing or removal of services to the City shall be allowed to transfer the following accrued benefits from SHRA to the City:

- a. Eighty percent (80%) of sick leave balances after cash-out pursuant to Agency policy.
- b. Vacation balances up to one year of accrual at the employee's current rate on transition to the City.

7.4211 PERSONAL TIME OFF FOR CONFIDENTIAL/ADMINISTRATIVE EXECUTIVE MANAGEMENT SUPPORT EMPLOYEES

- a. Non-Exempt Accrual

In addition to the floating holidays specified in Section 7.2, each FLSA non-exempt Confidential/Administrative Executive Management Support employee shall receive the equivalent of twenty-four (24) hours of annual paid personal time off on an accrual basis as follows:

- (1) Each full-time employee shall accrue personal time off credit at the rate of one hour per pay period. The employee shall accrue such credit for each pay period for which the employee is paid twenty (20) or more hours of salary.
- (2) A part-time employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue personal time off credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = one (1) hour accrual; 40-63.9 hours paid = thirty (30) minutes accrual; less than 40 hours paid = 0 minutes accrual. on the budgeted authorized position (BAP) for which the employee fills at the rate of thirty (30) minutes accrual for employees who are working in a .5 up to a .79 BAP and at the rate of one (1) hour accrual for employees who are in a .8 BAP or higher.

- b. Exempt Accrual

In addition to the floating holidays specified above, each FLSA exempt confidential/administrative Executive Management Support employee shall receive the equivalent of thirty-two (32) hours of annual paid personal time off on an accrual basis as follows:

- (1) Each full-time employee shall accrue personal time off credit at the rate of one (1) hour and twenty (20) minutes per pay period. The employee shall accrue such credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

~~(2)~~ ————— A part-time employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue personal time off credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of forty (40) minutes accrual for employees who are working in a .5 up to a .79 BAP and at the rate of one (1) hour and twenty (20) minutes accrual for employees who are in a .8 BAP or higher. ~~upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = one (1) hour and twenty (20) minutes accrual; 40-63.9 hours paid = forty (40) minutes accrual; less than 40 hours paid = 0 minutes accrual.~~

~~(3)~~(2)

c. Non-Career

Non-career (-1,040) employees shall not receive personal time off benefits.

d. Administration

Personal time off shall be administered in the same manner as specified above for floating holidays, except the eight (8) hour maximum carry-over shall apply to both floating holidays and personal time off in the aggregate.

7.13 BEREAVEMENT LEAVE

An employee may receive up to ~~three (3) days~~ twenty-four (24) working hours of City Bereavement Pay 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 authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement, or funeral needs.

7.14 FAMILY AND MEDICAL LEAVE

- a. The federal Family Medical Leave Act (FMLA) and state California Family Rights Act (CFRA) are applicable to ~~career and non-career~~ employees who have completed the required 1,250 feet-on-the-floor hours and 12 months of employment prior to the time requested. The City uses a 12-month rolling backward period to determine eligibility.
- b. To apply for a leave the employee must complete the City leave request form available from Human Resources or the department support staff. The employee must provide a medical certification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.
- c. The duration of FMLA/CFRA leave cannot exceed twelve weeks. The employee must use their accrued leave during the FMLA/CFRA leave, except that they may retain up to forty (40) hours of accrued leave at the time leave without pay commences. The employee may not then resume paid leave until after returning to work.
- d. To the extent allowed by law, FMLA/CFRA leaves shall be used concurrently.

- e. The City policy covering FMLA/CFRA shall be applicable to all employees and may be obtained from Human Resources.

7.15 PERSONAL LEAVE

- 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. 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.
- e.d. Non-career employees are not eligible for personal leave benefits.

ARTICLE 8 – REIMBURSEMENTS AND ALLOWANCES

8.1 TRANSPORTATION AND PARKING ALLOWANCES

- a. Reimbursement for Use of Privately-Owned Vehicles
 - (1) The City Manager/Charter Officers may offer up to \$400 per month as reimbursement for the use of privately owned vehicles on City business or as compensation in lieu of the use of City vehicles on City business for management employees.
 - (2) The City Manager/Charter Officers shall receive \$400 monthly vehicle allowance and City-provided parking.
 - (3) Department Directors shall receive \$400 monthly vehicle allowance and City-provided parking.
 - (4) ~~Exempt management and exempt management support~~ Executive Management and Mayor/Council Support employees are eligible for vehicle allowance with department authorization.
 - (5) ~~Exempt management and exempt management support~~ Executive Management and Mayor/Council Support employees shall receive City-provided parking. ~~Exempt Confidential/Administrative~~ Executive Management Support employees are eligible for City-provided parking.
 - (6) With the authorization of the City Manager/Charter Officers, ~~Confidential/Administrative~~ Executive Management Support employees may

receive up to \$100 per month with or without City-provided parking.

(7) Employees receiving \$100 or less monthly vehicle allowance may receive out-of-town travel reimbursement. Reimbursement for out-of-town travel shall be at the general mileage reimbursement rate (minus 25 miles for individuals receiving a monthly vehicle allowance) or comparable coach airfare, whichever is lower.

(7)(8) Any automobile operated on City business by any of the officials mentioned for use of the monthly vehicle allowance shall be insured against liability in persons and property, including wrongful death, in an amount no less than the minimum State of California required automobile coverage for bodily injury and property damage. The monthly vehicle allowance shall be in lieu of the payment of all mileage, except for out-of-county travel on official business of the City, and in lieu of the use of City-owned vehicles.

b. Monthly Bus Transportation Reimbursement

(1) Sacramento Regional Transit District (SRTD)

~~Full-time career civil service, exempt management, exempt management support, and exempt Confidential/Administrative Executive Management, Mayor/Council Support, and Executive Management Support~~ employees who utilize SRTD for home-to-work transportation are eligible to receive an eighty percent (80%) City-paid SRTD monthly non-zone sticker pass. Part-time ~~career civil service and exempt~~ employees shall be eligible for a fifty percent (50%) price discount on the monthly non-zone sticker pass. The employee must notify the Department of Finance, Revenue Division, prior to the first day of the month to obtain the monthly pass discount for that next ~~month.~~ ~~month.~~ ~~Exempt management, exempt management support, and exempt Confidential/Administrative employees~~ month. Employees are eligible to receive an eighty percent (80%) City-paid SRTD monthly non-zone sticker pass in lieu of the City-paid parking. Non-Career employees shall not be eligible for the allowance.

(2) Other Public Transportation

Eligible full-time employees, as described ~~above~~ in section 8.1(b)(1), who regularly utilize other public transportation regulated by the Public Utilities Commission or the equivalent for home-to-work commuting, are eligible for monthly transit pass reimbursement up to eighty percent (80%) of the cost. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue Division, prior to the first day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed \$120.00.

~~Exempt management and exempt Confidential/Administrative Eligible~~ employees who regularly utilize other public transportation regulated by the Public Utilities Commission are eligible to receive reimbursement of up to eighty percent (80%) of the cost in lieu of City-paid parking up to a maximum of \$120.00.

(3) Transportation Allowance for Employees Assigned Downtown

~~Effective July 2009, e~~Eligible full-time ~~Confidential/Administrative~~Executive Management Support employees, as described above, who work in the downtown area, shall receive a \$90.00 per month transportation allowance. Part-time ~~career confidential/ administrative~~Executive Management employees who work in the downtown area shall receive \$60.00 per month transportation allowance. Non-career employees shall not be eligible for the allowance.

(4) Transportation Allowance for Employees Not Assigned Downtown

~~Effective September 1, 2000, e~~Eligible full-time ~~confidential/ administrative~~Executive Management Support employees, as described above, who work outside of the downtown area shall receive \$15.00 per month transportation allowance. ~~New e~~Employees hired after August 29, 2000 shall not be eligible for the allowance.

c. Discounted Parking Rates

Discounted parking will be available to ~~Confidential/Administrative~~Executive Management Support employees, on a first-come, first-serve basis, for parking spaces in the Memorial Parking Lot at a cost of seventy percent (70%) of the regular Memorial Parking Lot monthly rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision shall remain in effect until further notice by the City.

d. City Vehicle Retention

The City Manager /Charter Officers may authorize overnight home retention of City vehicles for public safety assignments, on-call assignments, and other special or emergency assignments.

8.2 POLICE AND FIRE UNIFORM ALLOWANCE

- a. Safety management personnel employed in the Police Department shall receive a uniform allowance equal to, and on the same terms and conditions as, the uniform allowance granted to employees in the Police Department Unit.
- b. Safety management personnel employed in the Fire Department shall receive a uniform

allowance equal to, and on the same terms and conditions as, the uniform allowance granted to employees in the Fire Department Unit.

- c. Civilian managers of the Police Department shall receive a uniform allowance equal to the highest uniform allowance granted to the represented employees whom they manage.

8.3 TUITION REIMBURSEMENT

~~Career~~ Employees will be reimbursed for the cost of tuition up to a maximum of \$1500.00 per calendar year, pursuant to the City's existing policy for such education reimbursement. In addition, the department may authorize tuition reimbursement for training through other approved sources. Non-career employees are not eligible for tuition reimbursement.

8.4 STATE OF CALIFORNIA BAR DUES

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

8.5 REQUIRED LICENSES AND CERTIFICATIONS

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

8.6 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate, which mandates continuing education (CEU) to maintain the license or certificate, the employee is responsible for obtaining the CEUs. The City may provide the needed CEUs or reimburse the employee for the cost of such training.

8.7 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) bi-weekly~~ forty dollars (\$40) per month 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 operations.

8.8 TECHNOLOGY ALLOWANCE

- a. ~~At the discretion of the appointing authority, or as delegated by the City Manager to a department head, a technology allowance of up to one hundred dollars (\$100) may be approved for Executive Management and Mayor/Council Support employees Charter Officers, exempt management and exempt management support employees shall be authorized a monthly technology allowance of up to one hundred dollars (\$100). At the discretion of the Appointing Authority or, as delegated by the City Manager to a department head, a technology allowance may be approved for an exempt management or exempt management support employee in lieu of using a City-provided cellular telephone. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.~~
- b. 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.
- c. ~~Exempt management and exempt management support e~~Employees shall be generally accessible via his or her cellular telephone for the conduct of City-related business.

8.9 NOTARY PAY

~~A~~An confidential/administrativeExecutive Management Support employee who is required to maintain, or who obtains for City benefit a notary registration shall receive a ~~biweekly~~monthly certification pay of ~~fifteen dollars (\$15)~~thirty dollars (\$30).

ARTICLE 9 – MISCELLANEOUS

9.1 OFF-DUTY EMPLOYMENT OF EXEMPT EMPLOYEES

- a. ~~Exempt e~~Employees shall not engage in any other employment, work, profession, business, or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is inimical to the most effective performance of the mission of City management or the best interests of the City.
- b. ~~Exempt E~~Employees shall not accept any off-duty employment without the express consent, in advance, of the City Manager/Charter Officer or designated representative.
- c. An ~~exempt~~employee shall not work:
 - (1) In any employment which will tend to bring discredit upon City management,

or which is detrimental to City goals, or which will reduce an individual's efficiency or usefulness as a City employee.

- (2) In any employment requiring an affiliation, membership or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the City or the public interest.
 - (3) In any employment for any other municipality or political subdivision of the state or federal government (except by express permission of the City Manager).
 - (4) In any off-duty position while on sick leave or injured-on-duty status.
- d. An ~~exempt~~ employee may request authorization for off-duty employment by forwarding a letter of request in duplicate to his/her department head. The letter should provide details concerning the type of employment, expected duration of employment, and the employer's name. Department heads and members of the City Manager's immediate staff will submit personal requests directly to the City Manager for approval.
 - e. The department head will notify each ~~exempt~~ employee of action taken on the request for off-duty employment by indicating such action on the letter of request and returning it to the individual. A copy of the letter will be retained in the office of the department head. The City Manager will take similar action on personal requests by department heads and members of the City Manager's immediate staff.
 - f. Authorization for off-duty employment may be revoked by the department head at any time it has been determined that the provisions of this Section have not been followed. The department head will notify the employee, by letter, of actions taken to revoke previous authorization for off-duty employment.
 - g. Part-time, seasonal, or limited-term employees are not subject to the restrictions of this Section.

9.2 PAYROLL ERRORS

- a. In the event an error has been made, including but not limited to the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, and give written notice to the employee.
- b. In the event an employee received an overpayment, reimbursement to the City shall be accomplished by:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current

hourly rate;

- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

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

- c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

9.3 LETTER OF REPRIMAND

~~A letter of reprimand issued to a civil service employee on or after June 24, 1995, 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 Director of Labor Relations. The Director or designee will schedule a private 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 Director or designee within seven (7) calendar days of the meeting.~~

~~Such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two year period.~~

9.43 RETIREE COURT APPEARANCE FEES

A retired City employee who is subpoenaed to appear in court on behalf of the City in his or her capacity as a former City employee shall receive a court appearance fee if the employee reports at the time specified for his or her particular testimony regardless of whether the employee is ultimately required to testify. The court appearance fee shall be one hundred twenty-five dollars (\$125) for a full day or seventy-five dollars (\$75) for a half day, which is defined as four (4) hours or less. Nothing herein shall serve to establish an employment relationship for any purpose, including, but not limited to, employee benefits, reimbursements, compensation, court cancellation fee, or any other rights.

PERSONNEL RESOLUTION

COVERING

UNREPRESENTED OFFICERS AND EMPLOYEES

July 28, 2012

ARTICLE 1 – GENERAL ADMINISTRATIVE PROVISIONS

1.1 APPOINTING AUTHORITY

- a. For the City of Sacramento, appointing authority is vested with the Mayor, City Council members, and Charter Officers. Subject to the Rules and Regulations of the Civil Service Board, Council-adopted resolutions and administrative policy instructions, appointing authority provides for the ability to hire employees in classifications that are:
 - (1) Unrepresented, (or represented);
 - (2) Subject to Civil Service Rules and Regulations or exempt from such Rules;
 - (3) Career or non-career; and
 - (4) Exempt Management.

- b. Consistent with the adopted City Classification Plan, appointing authority also provides for the ability to:
 - (1) Allocate full-time equivalent positions to specific job classifications and to establish rates of pay for incumbents in those classifications, subject to the approved Budget Resolution and administrative policy;
 - (2) Change the number of exempt management positions under their administrative jurisdiction, so long as their total exempt management salary budget does not increase; and
 - (3) Adjust the salary of individual exempt positions, so long as the total exempt salary budget for each department does not increase.
 - (4) Grant performance-based salary adjustments to unrepresented officers and employees consistent with employee appraisal procedures, subject to the approved Budget Resolution and administrative policy.

1.2 APPLICABILITY

The terms of this Resolution shall apply to all unrepresented employees of the City unless superseded by employment contract with Charter Officers and where applicable, to elected officials. Sacramento Area Flood Control Agency (SAFCA) unrepresented personnel shall maintain the benefits contained in the July 2, 2011 Resolution Covering Unrepresented Officers and Employees.

1.3 TYPE OF APPOINTMENTS

Nothing in this Resolution shall be construed to be an express or implied covenant or contract, or to create a property right or tenure for any person appointed to unrepresented classifications covered by this resolution. These appointments serve at the pleasure of the Appointing Authority. Consequently, just cause is not required for discipline, and there are no appeal rights.

The following are the types of appointments in the unrepresented classifications that are covered by this resolution:

(a) For the purposes of this Personnel Resolution Covering Unrepresented Officers and Employees At-will (Unrep) shall mean employees appointed in unrepresented classifications that are in Executive Management, Executive Management Support, and Mayor/Council Support units as defined in the Employer-Employee Relations Policy.

(b) For the purposes of this Personnel Resolution Covering Unrepresented Officers and Employees Non-Career (Unrep) shall mean employees appointed as part-time, seasonal or on a limited term basis in unrepresented classifications that are in the Non-Career unit as defined in the Employer-Employee Relation Policy.

1.4 SALARY CONTINUATION FOR ABSENCES LESS THAN ONE DAY

For partial day absences covered by the Family and Medical Leave Act (FMLA), and/or the California Family Rights Act (CFRA), a salaried employee shall be charged leave for each whole hour of absence, or if there is no accrued, useable leave, that employee's pay shall be reduced in an amount equal to the employee's hourly rate of pay for each whole hour of the absence.

1.5 STAFF AIDE POSITIONS

The classification of Staff Aide, may be used when a classification is needed either pending establishment of a regular classification or a position is funded for a limited time and no appropriate classification exists. A person may be appointed to such classification for a maximum period of twelve (12) months. The salary range shall be established by the Human Resources Director.

1.6 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON COMPENSATION

Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the pay adjustment eligibility during a rating period. Such leaves in excess of ten (10) consecutive working days, may affect eligibility during a rating period at the discretion of the Appointing Authority.

ARTICLE 2 – HOURS OF EMPLOYMENT AND OVERTIME

2.1 HOURS OF EMPLOYMENT

a. The work period for employees shall begin at 12:01 a.m. Saturday, and end at 12:00

midnight the following Friday. The normal workweek for full-time employees, except for Fair Labor Standard Act (FLSA) exempt employees, shall consist of forty (40) hours of work during the seven (7) day work period.

- b. The normal workweek shall not apply to employees exempt from the provisions of the Fair Labor Standards Act who are expected to work whatever time is required to perform the duties of their positions.
- c. The workweek for part-time employees shall be determined by the Appointing Authority.

2.2 VOLUNTARY WORK FURLOUGH/REDUCED WORKWEEK PROGRAM

The City's Voluntary Work Furlough/Reduced Workweek Program shall be applicable to unrepresented full-time employees on the same terms as apply to represented employees. The optional benefit plan of eligible employees shall not be reduced or prorated by participation in such work reductions.

2.3 OVERTIME FOR ELIGIBLE EMPLOYEES

- a. Eligible employees who are required to work in excess of eight (8) hours per day or forty (40) hours per week or on a recognized holiday shall be compensated for such overtime with pay at one and one-half (1-1/2) times the applicable rate of pay in cash payment or compensating time off (CTO) as determined by the Appointing Authority.
- b. The Appointing Authority may, with prior agreement of an employee, establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour workweek. In such a schedule, the overtime rate after eight (8) hours per day as set forth above shall not apply.
- c. Absence with pay shall be counted as time worked. Time worked in excess of eight (8) hours in a day or on a recognized holiday shall not be included in determining whether an employee has worked in excess of forty (40) hours in a week. Effective June 29, 2013, FLSA overtime standards shall apply to all employees eligible for overtime compensation under the FLSA.
- d. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those 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.
- e. The use of accrued CTO shall be at the discretion of the Appointing Authority. Employees who request use of accrued CTO shall be permitted to use such time within a reasonable period after making the request if the use of CTO does not unduly disrupt the operations of the work unit.
- f. Upon termination from City service, employees shall be paid for any unused CTO hours at the applicable rate of pay.

2.4 OVERTIME FOR NON-CAREER EMPLOYEES

- a. Non-career employees who are required to work in excess of forty (40) hours per week shall be compensated for such overtime with pay at one and one-half (1-1/2) times the applicable rate of pay in cash payment.
- b. The Appointing Authority may establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour workweek.

2.5 MODIFIED/ALTERNATIVE DUTY POLICY

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

2.6 TELEWORK PROGRAM

Executive Management Support employees may participate, at the discretion of the Appointing Authority, in the City's Telework Program.

2.7 ALTERNATIVE WORK SCHEDULE PROGRAM

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

ARTICLE 3 – HEALTH AND WELFARE

3.1 FRINGE BENEFIT PLAN

The fringe benefit plan for Executive Management, Mayor/Council Support, and Executive Management Support employees shall be as follows:

- a. Basic Life Insurance
City-paid basic life insurance shall be:

<u>Group</u>	<u>Amount</u>
Executive Management Support	\$ 50,000
Executive Management and Mayor Council Support	\$ 50,000
Charter Officer	\$100,000
Mayor/City Manager	\$150,000

- b. Long-Term Disability Insurance

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

c. Health and Welfare Contribution (City Dollars)

(1) The City Manager, City Attorney, City Clerk and City Treasurer shall receive a monthly health and welfare contribution and a three percent (3%) of base salary optional benefit plan which should be combined and shall be applied, first, to a member's retirement contribution (if any), up to the maximum of such retirement contribution and, second, the premiums for City-sponsored health and dental plans and short-term disability plans for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.

(2) Optional Benefit Plan

(a) Executive Management and Mayor/Council Support employees shall receive a monthly health and welfare contribution which shall be applied, first, to the employee's retirement contribution (if any), up to the maximum of such retirement contribution, and, second, the premiums for City-sponsored health and dental plans, and short-term disability plans for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.

(b) Fire safety management employees shall receive a monthly health and welfare contribution, which shall be applied, first, to the employee's retirement contribution (if any), up to the maximum of such retirement contribution, and, second, the premiums for City-sponsored health and dental plans, and short-term disability plans for eligible employees and qualified dependents, if any. To the extent not applied toward the employee's retirement contribution or insurance coverage premiums, such contribution may be applied on behalf of an eligible employee under the City's flexible spending account pursuant to the City's Internal Revenue Code Section 125 Cafeteria Plan or paid in cash to the

employee, as directed by the employee. If the City's contribution allocated to any pay period is less than the amount needed to pay for the employee's retirement contribution and insurance coverage, the City shall deduct on a pre-tax basis from the employee's paycheck the balance of the amount needed for such purposes.

(3) Amount of Contribution

(a) For full-time Executive Management, Mayor/Council Support, and Executive Management Support employees, the City shall contribute \$612 for a single employee enrolled in City-sponsored group health insurance; \$850 for an employee enrolled with one (1) dependent; and \$1200 for an employee enrolled with two (2) or more dependents. For part-time Executive Management Support employees, the City shall contribute a prorata share of the contribution.

(4) Funds used to pay the health insurance premium cost for the domestic partner and/or the domestic partner's dependent children shall be in accordance with Federal and State tax laws.

(a) An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage.

(b) An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children as defined in paragraph (7) below, under the employee's City-sponsored health plan. The City shall contribute \$850 for an employee enrolled with one (1) dependent; and \$1200 for an employee enrolled with two (2) or more dependents.

(5) The definition of dependent child for purposes of health, dental and vision insurance shall be as determined under the Patient Protection and Affordable Care Act, currently a child from birth to age 26. Dependent child includes an adult child up to age 26, grandchild living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent.

d. Cash-Back Limits

(1) The cash-back of City dollars from the IRS Section 125 Plan shall be limited to \$200 per month for employees who waive enrollment in City-sponsored group health plans.

- (2) New employees or employees who are not receiving the cash-back as of July 27, 2012, shall not be eligible for the cash-back option.
- (3) Part-time employees shall be prorated.
- e. Insurance Over \$50,000
 - (1) Executive Management, Mayor/Council Support, and Executive Management Support employees may purchase out-of-pocket supplemental life insurance in the amount of up to three (3) times annual salary.
 - f. The fringe benefit plan shall be applicable to full-time Executive Management, Mayor/Council Support, and Executive Management Support employees. The fringe benefit plan, including management leave time, for employees who are less than full-time shall be established by the City Manager on a case-by-case basis, not to exceed the fringe benefit plan for comparable full-time employees.

3.2 FLEXIBLE SPENDING ACCOUNTS

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

- a. Out-of-pocket costs for City-sponsored health, dental and vision insurance plans; and
- b. Unreimbursed health care expenses up to \$2,500 per plan year effective each January 1; and
- c. Dependent care reimbursement up to \$5,000 per plan per year effective January 1.
- d. Unreimbursed mass transit expenses for work commute up to \$110 per month.
- e. Unreimbursed parking expenses to park at or near work up to \$215 per month.

3.3 DEFERRED COMPENSATION PLAN

Executive Management, Mayor/Council Support, and Executive Management Support employees may participate in the City's Deferred Compensation 457 Plan as long as the deferred compensation salary limit is not exceeded.

3.4 SECTION 401(A) MONEY PURCHASE PLAN

The City's established IRS Section 401(a) Plan is available as follows:

- a. For Executive Management and Mayor/Council Support employees, the City will contribute four percent (4%) of salary to the 401(a) Plan and the employee shall contribute five percent (5%) of salary to the Plan. An employee may also contribute up to ten percent (10%) of additional after-tax dollars into the Plan.

- b. Employees must make an irrevocable election to participate in the Plan within ninety (90) days of employment and such election shall be final. Effective January 1, 2010 enrollment in the Plan will no longer be permitted during open enrollment.
- c. Effective December 29, 2012, for Executive Management Support employees the City will contribute two percent (2%) of salary to the 401(a) Plan with a zero percent (0%) employee match. Employees must make an irrevocable election to participate in the Plan within ninety (90) days of employment and such election shall be final.
- d. The 401(a) Plan shall conform to all IRS requirements. Five (5) years of City service is required to vest for City funds consistent with IRS and 401(a) provider rules and regulations.

3.5 LONGEVITY PAY

a. Employee Eligibility

For the purpose of determining the year of employee eligibility for longevity pay as provided under Section 108 of the City Charter, only continuous full-time service shall be considered.

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.
- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds six (6) months in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, aggregating less than six (6) months in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds six (6) months in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.
- (4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.

- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

Once it has been determined that an employee is eligible for longevity pay, he/she shall receive the allowance as prescribed.

- (1) When authorized leave of absence or time off aggregating six (6) months is taken during any employment year, longevity payment in the following July shall be made on a prorata basis.
- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the prorata portion of longevity pay from the date of return.
- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the prorata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the following July had employment continued, shall be forfeited, and there shall be no prorata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.
- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

ARTICLE 4 – RETIREMENT

4.1 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City-paid health insurance

contributions and dental insurance benefits under the following provisions:

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

The City retiree health insurance contribution will be \$300 per month for the retiree and \$365 for retiree with dependent(s).

b. Employees Retiring on or After July 1, 1992

- (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit 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 50.
- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
 - (a) Employees with a minimum of ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum of fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in subsection (a) above.
- (4) There shall be no eligibility for the City's health insurance contribution or dental benefit if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

c. Persons in Deferred Retirement Status as of January 1, 1991

Employees who have elected a deferred retirement prior to January 1, 1991 and who then elect to retire on or after July 1, 1992, shall be eligible for the City's health insurance contribution and dental benefit as follows:

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty

percent (50%) of the City's health insurance contribution as identified in subsection (a) above.

- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disabled 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-paid health insurance contribution and dental benefit for retirees regardless of years of service.

e. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount, as the employee was eligible to at the time of death.

f. Medicare Supplement

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

g. Limitation Clause

No employee or retiree shall have any rights provided by this Section 4.1 after June 28, 2013.

h. Elimination of Retirees or Survivor Dependents Benefits

No employee hired on or after July 20, 2012, shall be eligible for any benefits provided by this Section 4.1.

4.2 PERS RETIREMENT PLAN AND CONTRIBUTION

- a. The City's contract with the Public Employees Retirement System (PERS) for miscellaneous employees provides the following plan for all miscellaneous employees:
 - Modified 2% at age 55
 - One-year highest compensation

- Up to 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave conversion to service credit

- b. The City's contract with the Public Employees Retirement System (PERS) for fire safety employees to provide for the following plan for fire safety management employees:

Tier I and Tier III

- Modified 3% at age 55
- One-year highest compensation
- Up to 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- EPMC
- Sick leave conversion to service credit

Tier II (SCERS Transferees)

- Modified 3% at age 55
- One-year highest compensation
- Up to 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- EPMC
- Sick leave conversion to service credit

- c. The City's contract with the Public Employees Retirement System (PERS) for police safety employees provides the following plan for police safety management employees:
Tier I and Tier III

- Modified 3% at age 50
- One-year highest compensation
- Up to 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit

- Sick leave conversion to service credit

Tier II (SCERS Transferees)

- Modified 3% at age 50
- One-year highest compensation
- Up to 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave conversion to service credit

d. Member Contribution to PERS Retirement Plan

- (1) The City Attorney, City Clerk, City Treasurer, and Deputy City Manager shall pay the seven percent (7%) member contribution to the PERS retirement plan.
- (2) Executive Management Police Safety employees (Unit 20) shall pay the nine percent (9%) member contribution to the PERS retirement plan.
- (3) Executive Management Fire Safety employees (Unit 20) shall pay the 9.81% value of the employee share of the PERS member contribution. For Fire Safety employees the City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan on behalf of the management employees. Such payments shall be report to PERS as additional compensation for the purpose of retirement benefit calculations.
- (4) Executive Management miscellaneous employees (Unit 20) shall pay the seven percent (7%) member contribution to the PERS retirement plan.
- (5) Effective July 28, 2012, Mayor/Council Support and Executive Management Support, shall pay the seven percent (7%) member contribution to the PERS retirement plan.

ARTICLE 5 – CHARTER OFFICERS

5.1 CHARTER OFFICER SALARIES

The salaries for the City Manager, City Attorney, City Treasurer, and City Clerk shall be modified only by City Council action and approval.

5.2 EXPENSE AND SUBSISTENCE ALLOWANCE

The sum of \$400 per month is established as a City expense reimbursement allowance for the City Manager for which no vouchers need be furnished. The sum of \$350 per month is

established as a City expense reimbursement allowance for the City Attorney, City Treasurer and City Clerk for which no vouchers need be furnished.

ARTICLE 6 – NON-CAREER EMPLOYEES

6.1 NON-CAREER BENEFITS

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

6.2 CITY HEALTH AND WELFARE CONTRIBUTION

- a. Employees in the classification of Fire Recruit and Student Trainee (Paramedic Intern) shall receive the same City monthly health and welfare contribution amount as provided for the classification of Firefighter.
- b. Employees in the classification of Police Cadet, Police Recruit, and Community Service Officer (Limited Term) shall receive the same City monthly health and welfare contribution amount as provided for the classification of Police Officer.
- c. Employees in the classification of Dispatcher Recruit shall receive the same City health and welfare contribution amount as provided for the non-supervisory Dispatcher classification.
- d. Such health and welfare contributions may only be applied toward City-sponsored health and dental plans.

6.3 POOL SAFETY CLASSIFICATIONS

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

- a. Certification Fee Reimbursements. Upon submittal of documents showing successful completion of the required water safety courses and receipts showing fees paid, the City shall reimburse eligible employees up to \$200 for completing their certification course work.
- b. Recruitment Incentive. Upon successful completion of eighty (80) hours of work in a designated pool safety classification, the City shall pay eligible employees a lump sum amount of \$200.
- c. Retention Incentive. Upon successful completion of work during the entire summer aquatics season, the City shall pay eligible employees a lump sum amount of \$400.

ARTICLE 7 – LEAVES

7.1 VACATION

- a. Employees shall be entitled to vacation allowances pursuant to the provisions of Section 107 of the City Charter. Based on length of City service, the annual vacation allowances are:

<u>Annual Vacation Allowance</u>	<u>Length of Service</u>
10 days	to 5 years
15 days	to 15 years
20 days	16 or more years

- b. Vacation allowance administration shall be in accordance with the rules and regulations of the Civil Service Board, unless an exception is authorized by the City Manager under appropriate circumstances. Employees may accumulate up to a maximum of 480 vacation hours.

7.2 HOLIDAYS

- a. Recognized Holidays
Except as otherwise provided, the following shall be recognized holidays for eligible employees:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez' Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

- b. Eligibility
 - (1) To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, compensating time off, or management leave time shall be considered hours

worked for the purpose of holiday pay eligibility.

- (2) A part-time employee, including an employee in a work-sharing program, 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 in the Workweek	Minimum Number of Paid Hours in the Workweek	
	50% Benefit	100% Benefit
0.5	18	28.8
1.0	16	25.6
1.5	14	22.4
2.0	12	19.2

An employee paid for less than the minimum number of hours required for the 50% benefit shall receive no recognized holiday benefit.

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

c. Monday-Friday Schedule

If an employee's scheduled days off are Saturday and Sunday during a standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

d. Alternative Work Schedule

If an employee's schedule differs from the traditional Monday-Friday workweek in which a recognized holiday falls, the following shall apply:

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) 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.

e. Accrual of Leaves Over 24 Pay Periods

The accrual of leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Leave accrual rates for each pay period in which accrual occurs shall be as specified in Section 7.2(i) (1), 7.4(a), and 7.11(a) and (b) below.

f. Holiday Credit Accumulation

Employees may accumulate holiday credit up to a maximum of eighty (80) hours. Holiday credit may be taken by the employee at the discretion of the department head.

g. Floating Holidays

(1) Accrual

(a) In addition to the recognized holidays specified above, except as provided below, employees shall receive the equivalent of one (1) floating holidays per fiscal year on an accrual basis as follows:

(i) Each full-time Executive Management, Mayor/Council Support, and Executive Management Support employee shall accrue floating holiday credit at the rate of twenty (20) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

(ii) A part-time Executive Management, Mayor/Council Support, or Executive Management Support employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue floating holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of ten (10) minutes accrual for employees who are working in a .5 up to a .79 BAP and at a rate of twenty (20) minutes accrual for employees who are in a .8 BAP or higher.

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

(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 accrual. Except for the eight (8) hour carry-over, all accumulated floating holiday time not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

(c) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) days shall be paid for all

accrued floating holiday time at the straight-time rate.

7.3 MANAGEMENT LEAVE TIME

- a. Executive Management and Mayor/Council Support employees exempt from the provisions of the Fair Labor Standards Act shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, but shall be expected to devote as much time to their employment as may be necessary for the efficient operation of City government.
- b. Executive Management and Mayor/Council Support employees shall be credited with eighty (80) hours of management leave time each fiscal year. Such time will be posted for use the first pay period in July. Management employees appointed after July 1 of a fiscal year shall be entitled to a prorata share of eighty hours of management leave time based upon the number of full months remaining in that fiscal year. Management leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.
- c. Management leave time shall not accumulate from fiscal year to fiscal year. Employees will not be paid for the unused portion of management leave time.
- d. Management leave time shall not be cashed out upon separation from City service.

7.4 ADMINISTRATIVE LEAVE TIME

- a. Executive Management Support employees shall be credited with twenty (20) hours of administrative leave time each fiscal year. Such time will be posted in the first pay period in July. Executive Management Support employees hired after July 1 of a fiscal year shall be entitled to a prorata share of twenty hours of administrative leave time based upon the number of full months remaining in that fiscal year. Administrative leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.
- b. Administrative leave time shall not accumulate from fiscal year to fiscal year. Employees will not be paid for the unused portion of administrative leave time. Administrative leave time shall not be cashed out upon separation from City service.

7.5 SICK LEAVE

- a. Accrual
 - (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the

employee's accumulation. A permanent part-time employee shall earn sick leave on a prorata basis.

- (2) An employee in active service of the City, eligible to accumulate sick leave credits, may in January of each year receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31 immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.
- (3) An eligible employee, may elect to receive cash payments for accumulated sick leave by notifying the Accounting Division of the Department of Finance, in writing of such election no later than December 15 of each year.

b. Sick Leave Cash Out

Upon termination of any employee eligible to accumulate sick leave credits, with more than twenty (20) years of City service, for reasons of retirement, resignation, layoff, 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 sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death, or to apply the sick leave balance to service credit pursuant to the PERS contract with the City. Any employee eligible to accumulate sick leave credits with less than twenty (20) years of City service may apply the sick leave balance to service credit pursuant to the PERS contract with the City upon termination of employment for retirement. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

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

- c. Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.
- d. The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all covered employees.

7.6 PARENTAL LEAVE

The parental leave policy for both male and female employees is as follows:

- a. Full-time employees shall be eligible for City Parental Pay of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time

employees shall be eligible for up to eighty (80) hours of continuous City-paid time off. The duration of City Parental Pay shall not change based on a change in employment status, such as from part-time to full time career. Unused City Parental Pay shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-Parental Pay.

- b. To be eligible for City Parental Pay, an employee must have completed three (3) years of City service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody.
- c. The use of City Parental Pay must be initiated within four (4) months of childbirth or adoption.
- d. Eligible employees shall have the right to only one allotment of City Parental Pay per pregnancy or adoption regardless of the number of children involved (e.g., twins).
- e. Eligible employees shall have the right to extend City Parental Pay time off beyond the four (4) weeks of City-paid leave for a maximum of six (6) months of leave by utilizing accrued leave hours such as sick leave, vacation, accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- f. Parental Leave of Absence and/or City Parental Pay shall be used continuously. At the discretion of the appointing authority parental leave may be used intermittently or on a reduced schedule if a timely request is made by the employee.
- g. Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.
- h. Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

7.7 INJURY-ON-DUTY

- a. The City Manager or designee shall administer the provisions of the City Charter governing benefits for City employees who incur injuries arising out of and in the course of their duties.
- b. In administering those provisions, the City Manager or designee shall determine the amount of credit to which the City is entitled as against workers' compensation benefits payable under the California Labor Code. In no event shall the credit so determined exceed that specified by the City Charter or the laws of the State of California.
- c. Where an employee sustains an injury covered by workers' compensation and has

utilized all of the one-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 addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested. Non-career employees are not eligible.

7.8 COURT LEAVE

- a. When an employee is absent from work to testify in response to a properly served subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, to serve on a jury, or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert for jury duty and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so he/she will be excused from the shift. If the employee is in court or on jury duty less than one-half the shift, the employee will be required to work.
- c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, he/she will be required to use vacation or other leave accruals to cover the shift.
- d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.
- e. When a non-career employee is regularly scheduled to work and is ordered to appear in court or report for jury duty, such employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

7.9 CATASTROPHIC LEAVE PLAN

- a. A benefit-qualified employee may donate to or receive from another benefit-qualified

employee, usable vacation, floating holiday, management leave, or compensating time off hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

- b. All donations shall be made and accepted in writing using City-provided forms.
- c. The donation in any category must be a minimum of eight (8) hours of usable time.
- d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire suppression (56 hours) schedule and the non-Fire suppression (40) hours schedule shall be adjusted by a factor of 1.4 to 1.
- e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable.
- f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.
- g. To be eligible to use donations, an employee must:
 - (1) Be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury that is estimated to last for at least thirty (30) calendar days;
 - (2) have exhausted all usable balances, including sick leave;
 - (3) be on an approved leave of absence.
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:
 - (1) All leave balances, including both donated and accrued leave, are exhausted;
 - (2) The employee returns to work at his/her normal work schedule; or
 - (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

- j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.
- k. Used donated leave time shall be subject to the recipient's normal payroll deductions.

7.10 SACRAMENTO HOUSING & REDEVELOPMENT AGENCY (SHRA) TRANSITION

Employees who are transferred from employment at SHRA to the City as a result of restructuring, reorganizing or removal of services to the City shall be allowed to transfer the following accrued benefits from SHRA to the City:

- a. Eighty percent (80%) of sick leave balances after cash-out pursuant to Agency policy.
- b. Vacation balances up to one year of accrual at the employee's current rate on transition to the City.

7.11 PERSONAL TIME OFF FOR EXECUTIVE MANAGEMENT SUPPORT EMPLOYEES

a. Non-Exempt Accrual

In addition to the floating holidays specified in Section 7.2, each FLSA non-exempt Executive Management Support employee shall receive the equivalent of twenty-four (24) hours of annual paid personal time off on an accrual basis as follows:

- (1) Each full-time employee shall accrue personal time off credit at the rate of one hour per pay period. The employee shall accrue such credit for each pay period for which the employee is paid twenty (20) or more hours of salary.
- (2) A part-time employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue personal time off credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of thirty (30) minutes accrual for employees who are working in a .5 up to a .79 BAP and at the rate of one (1) hour accrual for employees who are in a .8 BAP or higher.

b. Exempt Accrual

In addition to the floating holidays specified above, each FLSA exempt Executive Management Support employee shall receive the equivalent of thirty-two (32) hours of annual paid personal time off on an accrual basis as follows:

- (1) Each full-time employee shall accrue personal time off credit at the rate of one (1) hour and twenty (20) minutes per pay period. The employee shall accrue such credit for each pay period for which the employee is paid twenty (20) or more hours of salary.
- (2) A part-time employee, including an employee in a work sharing program, or a

non-career (+1,040) employee shall accrue personal time off credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of forty (40) minutes accrual for employees who are working in a .5 up to a .79 BAP and at the rate of one (1) hour and twenty (20) minutes accrual for employees who are in a .8 BAP or higher.

c. Non-Career

Non-career (-1,040) employees shall not receive personal time off benefits.

d. Administration

Personal time off shall be administered in the same manner as specified above for floating holidays, except the eight (8) hour maximum carry-over shall apply to both floating holidays and personal time off in the aggregate.

7.13 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) working hours of City Bereavement Pay 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 authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement, or funeral needs.

7.14 FAMILY AND MEDICAL LEAVE

- a. The federal Family Medical Leave Act (FMLA) and state California Family Rights Act (CFRA) are applicable to employees who have completed the required 1,250 feet-on-the-floor hours and 12 months of employment prior to the time requested. The City uses a 12-month rolling backward period to determine eligibility.
- b. To apply for a leave the employee must complete the City leave request form available from Human Resources or the department support staff. The employee must provide a medical certification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.
- c. The duration of FMLA/CFRA leave cannot exceed twelve weeks. The employee must use their accrued leave during the FMLA/CFRA leave, except that they may retain up to forty (40) hours of accrued leave at the time leave without pay commences. The employee may not then resume paid leave until after returning to work.
- d. To the extent allowed by law, FMLA/CFRA leaves shall be used concurrently.
- e. The City policy covering FMLA/CFRA shall be applicable to all employees and may be obtained from Human Resources.

7.15 PERSONAL LEAVE

- a. Full-time 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 employees shall be credited with a prorated amount of time based on their regular schedule.

- 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.
- d. Non-career employees are not eligible for personal leave benefits.

ARTICLE 8 – REIMBURSEMENTS AND ALLOWANCES

8.1 TRANSPORTATION AND PARKING ALLOWANCES

a. Reimbursement for Use of Privately-Owned Vehicles

- (1) The City Manager/Charter Officers may offer up to \$400 per month as reimbursement for the use of privately owned vehicles on City business or as compensation in lieu of the use of City vehicles on City business for management employees.
- (2) The City Manager/Charter Officers shall receive \$400 monthly vehicle allowance and City-provided parking.
- (3) Department Directors shall receive \$400 monthly vehicle allowance and City-provided parking.
- (4) Executive Management and Mayor/Council Support employees are eligible for vehicle allowance with department authorization.
- (5) Executive Management and Mayor/Council Support employees shall receive City-provided parking. Executive Management Support employees are eligible for City-provided parking.
- (6) With the authorization of the City Manager/Charter Officers, Executive Management Support employees may receive up to \$100 per month with or without City-provided parking.
- (7) Employees receiving \$100 or less monthly vehicle allowance may receive out-of-town travel reimbursement. Reimbursement for out-of-town travel shall be at the general mileage reimbursement rate (minus 25 miles for individuals receiving a monthly vehicle allowance) or comparable coach airfare, whichever is lower.

- (8) Any automobile operated on City business by any of the officials mentioned for use of the monthly vehicle allowance shall be insured against liability in persons and property, including wrongful death, in an amount no less than the minimum State of California required automobile coverage for bodily injury and property damage. The monthly vehicle allowance shall be in lieu of the payment of all mileage, except for out-of-county travel on official business of the City, and in lieu of the use of City-owned vehicles.

b. Monthly Bus Transportation Reimbursement

(1) Sacramento Regional Transit District (SRTD)

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

(2) Other Public Transportation

Eligible full-time employees, as described in section 8.1(b)(1), who regularly utilize other public transportation regulated by the Public Utilities Commission or the equivalent for home-to-work commuting, are eligible for monthly transit pass reimbursement up to eighty percent (80%) of the cost. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue Division, prior to the first day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed \$120.00.

Eligible employees who regularly utilize other public transportation regulated by the Public Utilities Commission are eligible to receive reimbursement of up to eighty percent (80%) of the cost in lieu of City-paid parking up to a maximum of \$120.00.

(3) Transportation Allowance for Employees Assigned Downtown

Eligible full-time Executive Management Support employees, as described above, who work in the downtown area, shall receive a \$90.00 per month transportation allowance. Part-time Executive Management employees who work in the downtown area shall receive \$60.00 per month transportation allowance. Non-career employees shall not be eligible for the allowance.

(4) Transportation Allowance for Employees Not Assigned Downtown

Eligible full-time Executive Management Support employees, as described above, who work outside of the downtown area shall receive \$15.00 per month transportation allowance. Employees hired after August 29, 2000 shall not be eligible for the allowance.

c. Discounted Parking Rates

Discounted parking will be available to Executive Management Support employees, on a first-come, first-serve basis, for parking spaces in the Memorial Parking Lot at a cost of seventy percent (70%) of the regular Memorial Parking Lot monthly rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision shall remain in effect until further notice by the City.

d. City Vehicle Retention

The City Manager /Charter Officers may authorize overnight home retention of City vehicles for public safety assignments, on-call assignments, and other special or emergency assignments.

8.2 POLICE AND FIRE UNIFORM ALLOWANCE

- a. Safety management personnel employed in the Police Department shall receive a uniform allowance equal to, and on the same terms and conditions as, the uniform allowance granted to employees in the Police Department Unit.
- b. Safety management personnel employed in the Fire Department shall receive a uniform allowance equal to, and on the same terms and conditions as, the uniform allowance granted to employees in the Fire Department Unit.
- c. Civilian managers of the Police Department shall receive a uniform allowance equal to the highest uniform allowance granted to the represented employees whom they manage.

8.3 TUITION REIMBURSEMENT

Employees will be reimbursed for the cost of tuition up to a maximum of \$1500.00 per calendar year, pursuant to the City's existing policy for such education reimbursement. In addition, the department may authorize tuition reimbursement for training through other approved sources. Non-career employees are not eligible for tuition reimbursement.

8.4 STATE OF CALIFORNIA BAR DUES

The actual cost of mandatory State Bar dues shall be paid for employees in attorney classifications in the City Attorney's Office. In the sole discretion of the City Attorney, the City Attorney may approve reimbursement, from the budget of the employing department, for

other licensed City employee attorneys whose legal skills and abilities represent a significant benefit to the City. The City Attorney may authorize such reimbursement after the paying department has produced documentation showing payment was made by the employee receiving the reimbursement.

8.5 REQUIRED LICENSES AND CERTIFICATIONS

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

8.6 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate, which mandates continuing education (CEU) to maintain the license or certificate, the employee is responsible for obtaining the CEUs. The City may provide the needed CEUs or reimburse the employee for the cost of such training.

8.7 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 forty dollars (\$40) per month 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 operations.

8.8 TECHNOLOGY ALLOWANCE

- a. At the discretion of the appointing authority, or as delegated by the City Manager to a department head, a technology allowance of up to one hundred dollars (\$100) may be approved for Executive Management and Mayor/Council Support employees in lieu of using a City-provided cellular telephone. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.
- b. 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.
- c. Employees shall be generally accessible via his or her cellular telephone for the conduct of City-related business.

8.9 NOTARY PAY

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

ARTICLE 9 – MISCELLANEOUS

9.1 OFF-DUTY EMPLOYMENT OF EXEMPT EMPLOYEES

- a. Employees shall not engage in any other employment, work, profession, business, or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is inimical to the most effective performance of the mission of City management or the best interests of the City.
- b. Employees shall not accept any off-duty employment without the express consent, in advance, of the City Manager/Charter Officer or designated representative.
- c. An employee shall not work:
 - (1) In any employment which will tend to bring discredit upon City management, or which is detrimental to City goals, or which will reduce an individual's efficiency or usefulness as a City employee.
 - (2) In any employment requiring an affiliation, membership or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the City or the public interest.
 - (3) In any employment for any other municipality or political subdivision of the state or federal government (except by express permission of the City Manager).
 - (4) In any off-duty position while on sick leave or injured-on-duty status.
- d. An employee may request authorization for off-duty employment by forwarding a letter of request in duplicate to his/her department head. The letter should provide details concerning the type of employment, expected duration of employment, and the employer's name. Department heads and members of the City Manager's immediate staff will submit personal requests directly to the City Manager for approval.
- e. The department head will notify each employee of action taken on the request for off-duty employment by indicating such action on the letter of request and returning it to the individual. A copy of the letter will be retained in the office of the department head.

The City Manager will take similar action on personal requests by department heads and members of the City Manager's immediate staff.

- f. Authorization for off-duty employment may be revoked by the department head at any time it has been determined that the provisions of this Section have not been followed. The department head will notify the employee, by letter, of actions taken to revoke previous authorization for off-duty employment.
- g. Part-time, seasonal, or limited-term employees are not subject to the restrictions of this Section.

9.2 PAYROLL ERRORS

- a. In the event an error has been made, including but not limited to the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, and give written notice to the employee.
- b. In the event an employee received an overpayment, reimbursement to the City shall be accomplished by:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;
 - (3) A repayment schedule through payroll deduction; and/or
 - (4) Other means, as may be mutually agreed between the parties.

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

- c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

9.3 RETIREE COURT APPEARANCE FEES

A retired City employee who is subpoenaed to appear in court on behalf of the City in his or her capacity as a former City employee shall receive a court appearance fee if the employee reports at the time specified for his or her particular testimony regardless of whether the employee is ultimately required to testify. The court appearance fee shall be one hundred twenty-five dollars (\$125) for a full day or seventy-five dollars (\$75) for a half

day, which is defined as four (4) hours or less. Nothing herein shall serve to establish an employment relationship for any purpose, including, but not limited to, employee benefits, reimbursements, compensation, court cancellation fee, or any other rights.



City of Sacramento
Salary Schedule

Exhibit 3



Page No. 1
Run Date 7/11/2012

As of 6/30/2012

Executive Management

Job Code \ Description Salary Plan \ Grade	Minimum	Control Point	Maximum
020032 \ Administrative Analyst (Rep20) EXMG \ 003	Yearly Bi - weekly Hourly 55,183.00 2,122.42 26.53	68,979.00 2,653.04 33.16	82,775.00 3,183.65 39.80
020001 \ Assistant City Attorney EXMG \ 110	Yearly Bi - weekly Hourly 113,403.00 4,351.65 54.52	141,754.00 5,452.08 68.15	170,105.00 6,542.50 81.78
020002 \ Assistant City Clerk EXMG \ 010	Yearly Bi - weekly Hourly 59,781.00 2,299.27 28.74	74,726.00 2,874.08 35.93	89,671.00 3,448.88 43.11
020003 \ Assistant City Manager EXMG \ 210	Yearly Bi - weekly Hourly 136,021.00 5,231.58 65.39	170,026.00 6,539.46 81.74	204,031.00 7,847.35 98.09
020004 \ Assistant City Treasurer EXMG \ 170	Yearly Bi - weekly Hourly 119,656.00 4,602.15 57.53	149,570.00 5,752.69 71.91	179,484.00 6,903.23 86.29
020005 \ Budget Manager EXMG \ 040	Yearly Bi - weekly Hourly 79,539.20 3,059.20 38.24	99,413.60 3,823.60 47.80	119,288.00 4,588.00 57.35
020030 \ Chief Information Officer EXMG \ 085	Yearly Bi - weekly Hourly 104,459.00 4,017.65 50.22	130,574.00 5,022.08 62.78	156,689.00 6,026.50 75.33
020006 \ City Attorney COFF \ 001	Yearly Bi - weekly Hourly 157,708.00 6,065.69 75.82	197,135.00 7,582.12 94.78	236,562.00 9,098.54 113.73
020007 \ City Auditor EXMG \ 090	Yearly Bi - weekly Hourly 106,593.00 4,099.73 51.25	133,241.00 5,124.65 64.06	159,889.00 6,149.58 76.87
020008 \ City Clerk COFF \ 002	Yearly Bi - weekly Hourly 97,042.00 3,732.38 46.65	121,302.00 4,665.46 58.32	145,562.00 5,598.54 69.98
020009 \ City Manager COFF \ 003	Yearly Bi - weekly Hourly 187,357.00 7,206.04 90.08	234,196.00 9,007.54 112.59	281,035.00 10,809.04 135.11

020010 \ City Treasurer COFF \ 004	Yearly Bi - weekly Hourly	149,886.00 5,764.85 72.06	187,357.00 7,206.04 90.08	224,828.00 8,647.23 108.09
020011 \ Deputy Police Chief PEXM \ 010	Yearly Bi - weekly Hourly	120,704.00 4,642.46 58.03	150,880.00 5,803.08 72.54	181,056.00 6,963.69 87.05
020012 \ Director of Community Developmt EXMG \ 180	Yearly Bi - weekly Hourly	124,930.00 4,805.00 60.06	156,162.00 6,006.23 75.08	187,394.00 7,207.46 90.09
020013 \ Director of ConvnTinCuit&Leis EXMG \ 120	Yearly Bi - weekly Hourly	113,464.00 4,364.00 54.55	141,830.00 5,455.00 68.19	170,196.00 6,546.00 81.83
020014 \ Director of Economic Developmnt EXMG \ 070	Yearly Bi - weekly Hourly	102,877.00 3,956.81 49.46	128,586.00 4,946.00 61.83	154,315.00 5,935.19 74.19
020015 \ Director of Finance EXMG \ 100	Yearly Bi - weekly Hourly	113,030.00 4,347.31 54.34	141,287.00 5,434.12 67.83	169,544.00 6,520.92 81.51
020016 \ Director of General Services EXMG \ 140	Yearly Bi - weekly Hourly	117,312.00 4,512.00 56.40	146,646.50 5,640.25 70.50	175,981.00 6,768.50 84.61
020017 \ Director of Govtl Affairs EXMG \ 080	Yearly Bi - weekly Hourly	102,877.00 3,956.81 49.46	128,586.00 4,946.00 61.83	154,315.00 5,935.19 74.19
020018 \ Director of Human Resources EXMG \ 160	Yearly Bi - weekly Hourly	119,213.00 4,585.12 57.31	149,016.00 5,731.38 71.64	178,819.00 6,877.65 85.97
020019 \ Director of Parks & Recreation EXMG \ 130	Yearly Bi - weekly Hourly	113,464.00 4,364.00 54.55	141,830.00 5,455.00 68.19	170,196.00 6,546.00 81.83
020020 \ Director of PubSafety Actcbty EXMG \ 060	Yearly Bi - weekly Hourly	95,164.00 3,660.15 45.75	118,955.00 4,575.19 57.19	142,746.00 5,490.23 68.63
020021 \ Director of Transportation EXMG \ 150	Yearly Bi - weekly Hourly	119,131.00 4,581.96 57.27	148,914.00 5,727.46 71.59	178,697.00 6,872.96 85.91
020022 \ Director of Utilities EXMG \ 190	Yearly Bi - weekly Hourly	125,396.00 4,822.92 60.29	156,745.00 6,028.65 75.36	188,094.00 7,234.38 90.43
020023 \ Executive Director SAC EXMG \ 050	Yearly Bi - weekly Hourly	93,782.00 3,607.00 45.09	117,227.00 4,508.73 56.36	140,672.00 5,410.46 67.63

020024 \ Fire Chief FM40 \ 001	Yearly Bi - weekly Hourly	124,118.00 4,773.77 59.67	155,147.00 5,967.19 74.59	166,176.00 7,160.62 89.51
020025 \ Fire Deputy Chief FM40 \ 002	Yearly Bi - weekly Hourly	112,629.00 4,331.88 54.15	140,786.00 5,414.85 67.69	168,943.00 6,497.81 81.22
020038 \ HR Manager (Rep20) EXMG \ 042	Yearly Bi - weekly Hourly	87,198.00 3,353.77 41.92	108,998.00 4,192.23 52.40	130,798.00 5,030.69 62.88
020034 \ Labor Relations Analyst EXMG \ 005	Yearly Bi - weekly Hourly	56,215.00 2,162.12 27.03	70,269.00 2,702.65 33.78	84,323.00 3,243.19 40.54
020026 \ Labor Relations Manager EXMG \ 030	Yearly Bi - weekly Hourly	70,269.00 2,702.65 33.78	87,836.00 3,378.31 42.23	105,403.00 4,053.96 50.67
020036 \ Labor Relations Officer EXMG \ 015	Yearly Bi - weekly Hourly	61,837.00 2,378.35 29.73	77,286.00 2,972.92 37.16	92,755.00 3,567.50 44.59
020027 \ Media & Communications Officer EXMG \ 020	Yearly Bi - weekly Hourly	69,498.00 2,673.00 33.41	86,872.00 3,341.23 41.77	104,246.00 4,009.46 50.12
020028 \ Police Chief PEXM \ 020	Yearly Bi - weekly Hourly	142,446.00 5,478.69 68.48	178,057.00 6,848.35 85.60	213,668.00 8,218.00 102.73
020033 \ Prin Management Analyst Rep20 EXMG \ 032	Yearly Bi - weekly Hourly	76,496.00 2,942.15 36.78	95,620.00 3,677.69 45.97	114,744.00 4,413.23 55.17
020029 \ SAFCA Executive Director EXMG \ 200	Yearly Bi - weekly Hourly	135,990.40 5,230.40 65.38	169,998.40 6,538.40 81.73	204,006.40 7,846.40 98.08
020035 \ Special Projects Manager EXMG \ 034	Yearly Bi - weekly Hourly	76,496.00 2,942.15 36.78	95,620.00 3,677.69 45.97	114,744.00 4,413.23 55.17
02000A \ Staff Aide EXMG \ 001	Yearly Bi - weekly Hourly	25,000.00 961.54 12.02	62,500.00 2,403.85 30.05	100,000.00 3,846.15 48.08
02000B \ Staff Aide Exec Management EXMG \ 001	Yearly Bi - weekly Hourly	25,000.00 961.54 12.02	62,500.00 2,403.85 30.05	100,000.00 3,846.15 48.08
020037 \ Supervising Deputy City Atty EXMG \ 092	Yearly Bi - weekly Hourly	107,328.00 4,128.00 51.60	134,160.00 5,160.00 64.50	160,992.00 6,192.00 77.40



City of Sacramento

Salary Schedule

As of 6/30/2012

Mayor/Council Support

Exhibit 4



Page No. 1
Run Date 7/11/2012

<u>Job Code \ Description Salary Plan \ Grade</u>	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
021014 \ Assistant City Auditor MCSA \ 045	67,354.00 2,590.54 32,361731	84,192.50 3,238.17 40,477164	101,031.00 3,885.81 48,572596
021013 \ Auditor MCSA \ 035	49,783.00 1,914.73 23,934135	62,229.00 2,393.42 29,917789	74,675.00 2,872.12 35,901442
021006 \ Chief of Staff to the Mayor MCSA \ 070	73,764.00 2,837.08 35,463462	92,205.00 3,546.35 44,329327	110,646.00 4,255.62 53,195192
021007 \ Council Operations Manager MCSA \ 080	76,496.00 2,942.15 36,776923	95,620.00 3,677.69 45,971154	114,744.00 4,413.23 55,165385
021004 \ District Director MCSA \ 050	68,300.00 2,626.92 32,836538	85,375.00 3,283.65 41,045673	102,450.00 3,940.38 49,254808
021008 \ Independent Budget Analyst MCSA \ 090	106,600.00 4,100.00 51,250000	133,244.80 5,124.80 64,060000	159,889.60 6,149.60 76,870000
021003 \ Senior Auditor MCSA \ 040	58,567.00 2,252.58 28,157212	73,209.00 2,815.73 35,196635	87,851.00 3,378.88 42,236058
021005 \ Special Assistant to the Mayor MCSA \ 060	72,398.00 2,784.54 34,806731	90,498.00 3,480.69 43,508654	108,598.00 4,176.85 52,210577
02100A \ Staff Aide (MCSA) MCSA \ 001	25,001.60 961.60 12,020000	62,504.00 2,404.00 30,050000	100,006.40 3,846.40 48,080000



City of Sacramento

Salary Schedule

As of 6/30/2012

Mayor/Council Support

Exhibit 4



Page No. 1

Run Date 7/11/2012

<u>Job Code \ Description</u> <u>Salary Plan \ Grade</u>	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
021014 \ Assistant City Auditor MCSA \ 045	67,354.00 2,590.54 32,381731	84,192.50 3,238.17 40,477164	101,031.00 3,885.81 48,572596
021013 \ Auditor MCSA \ 035	49,783.00 1,914.73 23,934135	62,229.00 2,393.42 29,917789	74,675.00 2,872.12 35,901442
021006 \ Chief of Staff to the Mayor MCSA \ 070	73,764.00 2,837.08 35,463462	92,205.00 3,546.35 44,329327	110,646.00 4,255.62 53,195192
021007 \ Council Operations Manager MCSA \ 080	76,496.00 2,942.15 36,776923	95,620.00 3,677.69 45,971154	114,744.00 4,413.23 55,165385
021004 \ District Director MCSA \ 050	68,300.00 2,626.92 32,836538	85,375.00 3,283.65 41,045673	102,450.00 3,940.38 49,254808
021008 \ Independent Budget Analyst MCSA \ 090	106,600.00 4,100.00 51,250000	133,244.80 5,124.80 64,060000	159,889.60 6,149.60 76,870000
021003 \ Senior Auditor MCSA \ 040	58,567.00 2,252.58 28,157212	73,209.00 2,815.73 35,196635	87,851.00 3,378.88 42,236058
021005 \ Special Assistant to the Mayor MCSA \ 060	72,398.00 2,784.54 34,806731	90,498.00 3,480.69 43,508654	108,598.00 4,176.85 52,210577
02100A \ Staff Aide (MCSA) MCSA \ 001	25,001.60 961.60 12,020000	62,504.00 2,404.00 30,050000	100,006.40 3,846.40 48,080000



City of Sacramento

Salary Schedule

As of 6/30/2012

Exhibit 5



Page No. 1

Run Date 7/11/2012

Executive Management Support

<u>Job Code \ Description</u> <u>Salary Plan \ Grade</u>	<u>Minimum</u>	<u>Control Point</u>	<u>Maximum</u>
020031 \ Executive Assistant (CMO) EXMB \ 010	Yearly 42,952.00 Bi - weekly 1,652.00 Hourly 20.65	53,684.80 2,064.80 25.81	64,417.60 2,477.60 30.97
021009 \ Executive Assistant (MC) MCSB \ 030	Yearly 42,948.00 Bi - weekly 1,651.85 Hourly 20.648077	53,685.00 2,064.81 25.810096	64,422.00 2,477.77 30.972115
02100A \ Staff Aide MCSA \ 001	Yearly 25,001.60 Bi - weekly 961.60 Hourly 12.020000	62,504.00 2,404.00 30.050000	100,006.40 3,846.40 48.080000
021010 \ Staff Assistant-Mayor Council MCSB \ 020	Yearly 32,052.80 Bi - weekly 1,232.80 Hourly 15.410000	40,060.80 1,540.80 19.260000	48,068.80 1,848.80 23.110000



City of Sacramento
Salary Schedule

Exhibit 6



Page No. 1
Run Date 7/11/2012

As of 6/30/2012

Non-Career

Job Code \ Description Salary Plan \ Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
009031 \ Arts & Crafts Specialist TEMP \ 024	Bi-weekly Hourly 764.05 9.55	802.26 10.03	842.37 10.53	884.48 11.06	928.70 11.61	975.14 12.19	1023.90 12.80	1075.09 13.44
009018 \ Assistant Caretaker DALY \ 001	Daily 52.24	57.46	63.20					
009019 \ Assistant Cook DALY \ 002	Daily 52.24	57.46	63.20					
009119 \ Assistant Pool Manager TEMP \ 053	Bi-weekly Hourly 794.50 9.93	834.23 10.43	875.94 10.95	919.74 11.50	965.72 12.07	1014.01 12.68	1064.71 13.31	1117.95 13.97
009001 \ Assistant Precor TEMP \ 001	Bi-weekly Hourly 714.32 8.93	750.04 9.38	787.54 9.84	826.92 10.34	868.26 10.85	911.67 11.40		
009120 \ Building Maint Labor Tree TEMP \ 054	Bi-weekly Hourly 947.74 11.85							
009127 \ Cache Logistics Coordinator TEMP \ 061	Bi-weekly Hourly 1606.55 20.08	1686.88 21.09	1771.23 22.14	1855.78 23.25	1952.78 24.41	2050.42 25.63	2152.94 26.91	2260.58 28.26
009045 \ Camp Aide DALY \ 007	Daily 31.04	34.15	37.56					
009022 \ Camp Recreation Leader DALY \ 003	Daily 35.65	39.22	43.14					
009046 \ Caretaker DALY \ 008	Daily 84.68	93.14	102.46					
009012 \ Cashier (Community Svcs) TEMP \ 012	Bi-weekly Hourly 685.60 8.57	719.88 9.00	755.87 9.45	793.67 9.92	833.36 10.42			
009003 \ Clerical Assistant TEMP \ 003	Bi-weekly Hourly 699.90 8.75	734.90 9.19	771.64 9.65	810.22 10.13	850.73 10.63	893.27 11.17	937.93 11.72	984.83 12.31
009113 \ Dispatcher Recruit TEMP \ 048	Bi-weekly Hourly 1489.50 18.62							

009093 \ Events Crowd Controller TEMP \ 042	Bi-weekly Hourly	753.92 9.42	791.62 9.90	831.19 10.39	872.75 10.91	916.39 11.45	962.21 12.03		
009097 \ Events Duty Person TEMP \ 036	Bi-weekly Hourly	1252.41 15.66	1315.03 16.44	1380.78 17.26	1449.62 18.12	1522.32 19.03	1598.44 19.98	1678.36 20.98	1762.27 22.03
009092 \ Events Usher TEMP \ 041	Bi-weekly Hourly	704.31 8.80	739.53 9.24	776.50 9.71	815.33 10.19				
009024 \ First Cook DALY \ 004	Daily	84.66	93.14	102.46					
009065 \ Golf Marshal/Player Assistant TEMP \ 035	Bi-weekly Hourly	737.78 9.22	774.67 9.68	813.42 10.17	854.08 10.68	896.78 11.21	941.62 11.77	988.70 12.36	1038.14 12.98
009005 \ Graduate Student Trainee TEMP \ 005	Bi-weekly Hourly	942.58 11.78	1038.96 12.99	1135.33 14.19	1231.72 15.40				
009094 \ Head Events Crowd Controller TEMP \ 043	Bi-weekly Hourly	1041.15 13.01	1093.21 13.67	1147.87 14.35	1205.26 15.07	1265.52 15.82	1328.79 16.61		
009025 \ Host DALY \ 005	Daily	52.24	57.46	63.20					
009125 \ Instructor TEMP \ 058	Bi-weekly Hourly	2362.22 29.53	2598.43 32.48	2834.66 35.43					
009049 \ Law Clerk TEMP \ 031	Bi-weekly Hourly	1135.41 14.19	1192.18 14.90	1251.78 15.65	1314.37 16.43	1380.09 17.25	1448.10 18.11	1521.54 19.02	1597.62 19.97
009013 \ Lifeguard TEMP \ 013	Bi-weekly Hourly	652.35 8.65	726.97 9.09	763.32 9.54	801.48 10.02	841.56 10.52	883.63 11.05		
009061 \ Marina Aide TEMP \ 032	Bi-weekly Hourly	785.01 9.81	824.26 10.30	865.47 10.82	908.74 11.36	954.18 11.93	1001.89 12.52	1051.98 13.15	1104.69 13.81
009027 \ Nurse DALY \ 006	Daily	52.24	57.46	63.20					
009126 \ Pilot TEMP \ 059	Bi-weekly Hourly	2834.66 35.43	3070.88 38.39	3307.10 41.34					
009104 \ Police Background Assistant TEMP \ 044	Bi-weekly Hourly	2482.05 31.03							
009123 \ Police Recruit TEMP \ 056	Bi-weekly Hourly	1682.38 21.03	1766.50 22.08	1854.82 23.19	1947.56 24.34				

009014 \ Pool Attendant TEMP \ 014	Bi-weekly Hourly	697.55 8.72	732.42 9.16	769.05 9.61	807.50 10.09				
009015 \ Pool Manager TEMP \ 015	Bi-weekly Hourly	868.54 10.86	911.97 11.40	957.59 11.97	1005.46 12.57	1055.73 13.20	1108.51 13.86	1163.94 14.55	1222.14 15.28
009007 \ Proctor TEMP \ 007	Bi-weekly Hourly	824.31 10.30	865.53 10.82	908.80 11.36	954.25 11.93	1001.96 12.52	1052.06 13.15		
009048 \ Program Director DALY \ 009	Daily	84.68	93.14	102.46					
009064 \ Promotions Specialist TEMP \ 034	Bi-weekly Hourly	785.01 9.81	824.26 10.30	865.47 10.82	908.74 11.36	954.18 11.93	1001.89 12.52	1051.98 13.15	1104.58 13.81
009037 \ Public Service Aide TEMP \ 025	Bi-weekly Hourly	679.69 8.50	713.67 8.92	749.36 9.37	786.82 9.84	826.16 10.33	867.47 10.84		
009063 \ Relief Clerical Assistant TEMP \ 033	Bi-weekly Hourly	1079.87 13.50	1199.43 14.99	1222.30 15.28	1357.44 16.97				
009128 \ Reserve Community Service Off TEMP \ 062	Bi-weekly Hourly	1714.89 21.44							
009115 \ Reserve Dispatcher TEMP \ 049	Bi-weekly Hourly	2160.69 27.01							
009006 \ Reserve Police Officer I TEMP \ 006	Bi-weekly Hourly	2240.00 28.00	2600.00 32.50	2880.00 36.00					
009004 \ Reserve Police Officer II TEMP \ 004	Bi-weekly Hourly	2080.00 26.00							
009002 \ Reserve Police Officer III TEMP \ 002	Bi-weekly Hourly	2000.00 25.00							
009121 \ Reserve Police Records Spec TEMP \ 035	Bi-weekly Hourly	1556.82 19.46							
009020 \ Reserve Police Sergeant TEMP \ 019	Bi-weekly Hourly	3280.00 41.00							
009021 \ Reserve Property Assistant TEMP \ 060	Bi-weekly Hourly	1544.86 19.31							
009008 \ School Crossing Guard TEMP \ 008	Bi-weekly Hourly	724.31 9.05							

City of Sacramento Employer-Employee Relations Policy

Adopted March 9, 1972

Revised June 14, 2011

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Revised August 23, 2011

Revised June 12, 2012

Last Revision ~~June 12~~July 19, 2012

EMPLOYER-EMPLOYEE RELATIONS POLICY

ARTICLE I – STATEMENT OF PURPOSE

This Resolution is enacted pursuant to California Government Code Sections 3500 et seq., to establish orderly procedures to promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the City and its employee organizations. It is the purpose of this Resolution to promote the improvement of personnel management and employer-employee relations within the City by providing a uniform basis for recognizing the right of its employees to join organizations of their own choice and be represented by such organizations in their employment relationship with the City.

Nothing contained herein shall be deemed to supersede the provisions of existing State law, the City Charter, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees and the City.

ARTICLE II – AUTHORITY OF CITY MANAGER

The City hereby declares, as a matter of policy, that the City Council and its members will deal with employee organizations and their representatives solely through the City Manager except when otherwise expressly provided for by the terms of this Resolution.

ARTICLE III – DEFINITIONS

1. The terms "employee organization", "recognized employee organization", and "mediation" have the meanings specified in California Government Code Section 3501.

2. The meaning of "scope of representation" is as that term is defined in California Government Code Section 3504.

3. Except as otherwise provided for in a collective bargaining agreement, an "employee" shall mean (a) a full-time career employee, or (b) an employee who works, within one year from each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

4. "Confidential Employee" means an employee who regularly participates in making or regularly has advance knowledge of decisions of the City affecting employee relations.

5. "Management Employee" means an employee having responsibility for formulating, administering, or managing the implementation of City policies and programs.

6. "Supervisory Employee" means an employee having responsibility for assigning and directing the work of other employees, or for rewarding or disciplining them, or for adjusting their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

7. "Professional Employee" means an employee engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (b) involving the consistent exercise of discretion and judgment in its performance, and (c) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (d) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental manual or physical processes.

8. "Employee Relations Officer" means the City Manager or his duly authorized representative.

9. "Proof of Employee Approval" is demonstrated under this Resolution by (a) an authorization card recently signed by an employee, or (b) employee dues deduction authorizations, using the payroll immediately prior to the date a petition is filed hereunder, except that deductions for more than one employee organization for the account of any one employee shall not be considered proof of employee approval for more than one employee organization, or (c) a verified authorization petition or petitions recently signed by an employee. The words "recently signed" mean signed within one hundred eighty (180) days prior to the filing of a petition hereunder.

10. "Impasse" means a deadlock in discussions between a recognized employee organization and the Employee Relations Officer over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter.

ARTICLE IV – REPRESENTATION UNITS

The representation units set forth in Exhibit "A" attached hereto are the appropriate units for representation by recognized employee organizations.

ARTICLE V – RECOGNIZED EMPLOYEE ORGANIZATIONS

An employee organization that wishes to be certified as the recognized employee organization for a designated representation unit for which unit no employee organization has been certified shall file a recognition petition with the Employee Relations Officer.

1. Petition – The petition shall be signed by the organization's duly authorized officers, and shall contain the following information and documentation:

- (a) The name and mailing address of the organization.
- (b) The names and titles of its officers.
- (c) Designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular mail will be deemed sufficient notice on the organization for any purpose.
- (d) A statement that the organization does not discriminate or restrict membership or participation based on race, color, creed, national origin, or sex.
- (e) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City.
- (f) A statement that the employee organization agrees to comply with the provisions of this Resolution.
- (g) A copy of its constitution and bylaws, if any.
- (h) Identification of the representation unit for which petitioner seeks certification as the recognized employee organization.
- (i) Proof of employee approval of thirty percent (30%) or more of the employees within such representation unit.

The Employee Relations Officer shall give written notice of such petition to the petitioner, to the employees involved and to any employee organization that has filed a written request for receipt of such notice to him. Within thirty (30) days of the date of such notice, other employee organizations may file a challenging petition seeking to become the recognized employee organization within such representation unit.

2. Election

- (a) Calling of Election – The Employee Relations Officer shall, whether or not a challenging petition is filed, request the State Conciliation Service to call and conduct a secret ballot election in accordance with its own procedures and regulations and pursuant to the election procedures as herein below set forth. If a challenging petition is filed, and is accompanied by proof of employee approval equal to at least ten percent (10%) of the employees within the representation unit, the State Conciliation Service shall include such challenging employee organization on the ballot.
- (b) Election Procedures – Whenever the State Conciliation Service calls an election pursuant hereto, it shall include the choice of no organization on the ballot. Employees entitled to vote in a representational election shall be those employees within the representation unit whose name appeared on the payroll immediately prior to the date of the election. An employee

organization shall be certified by the Employee Relations Officer as the recognized employee organization within the representation unit if...

- (1) That employee organization has received the vote of a numerical majority of all the employees eligible to vote in the unit of which the election is held, or,
- (2) More than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, and the employee organization receives a numerical majority of all votes cast in the election, or,
- (3) In an election involving three or more choices, where none of the choices receives a majority of the ballot votes cast, and where more than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, a run-off election shall be conducted between the two choices receiving the largest number of ballot votes cast; the rules governing an initial election being applicable to a run-off election.

3. Decertification Procedures – A decertification petition may be filed with the Employee Relations Officer by employees or an employee organization to determine whether or not a recognized employee organization continues to represent a majority of the employees in the representation unit. Such petition must be accompanied by proof of employee approval equal to at least thirty percent (30%) of the employees within the representation unit. The time periods for a petition to be filed with the Employee Relations Officer are: a) after the first full year of recognition if no written agreement has been negotiated; b) within the period commencing ninety (90) and ending sixty (60) days immediately prior to the expiration date of a written agreement; or c) any time after a written agreement has been in effect for five years or more. When such a valid petition has been filed, the State Conciliation Service shall be requested to conduct an election to determine whether or not the incumbent recognized employee organization shall be decertified, and where filed by an employee organization, whether such organization shall be recognized. Such election shall be in accordance with the procedures and regulations of the State Conciliation Service, and the election procedures as hereinabove set forth.

4. In the event that the State Conciliation Service is unable to or unwilling to provide any of the services required of it by paragraphs 2 and 3 above, the American Arbitration Association, or another impartial third party agreed to by the City and the concerned employee organization(s), shall perform said services.

5. Costs of conducting elections, if any, shall be borne equally by the City and the employee organization(s).

6. Recognized employee organizations shall annually, on or before the anniversary date of recognition, file a written statement with the Employee Relations Officer, indicating changes in items (a) through (g) as they appeared in the recognition petition filed pursuant to paragraph 1 of this Article, or as subsequently amended by a written statement hereunder, or, as appropriate, shall indicate that there has been no change in

such information. The statement shall be signed by the duly authorized officers of the recognized employee organization.

ARTICLE VI – MEET AND CONFER

Upon request, a recognized employee organization shall have the right to meet and confer in good faith regarding matters within the scope of representation with the Employee Relations Officer and/or his designees. Provided, however, that nothing herein shall require meeting and conferring between parties to a Memorandum of Understanding during the term of such Memorandum regarding matters to take effect during such term, except that such parties may meet and confer during such term on a matter within the scope of representation where (a) the matter was not covered by the Memorandum or expressly raised as an issue during the meeting and conferring process out of which such Memorandum arose, and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not have reasonably been anticipated by both parties at the time they signed such Memorandum.

Employees in classifications not included in supervisory and confidential representation units shall not participate in meeting and conferring or grievance resolution processes pertaining to supervisory and confidential representation unit classifications.

In the absence of express authorization in advance by the Employee Relations Officer, not more than two City employees representing a recognized employee organization requesting such a meeting shall be entitled to attend without loss of compensation or other benefit, nor shall more than a total of three representatives for each recognized employee organization be entitled to attend such meetings.

City employees who shall represent a recognized employee organization at such meeting shall give reasonable advance notice thereof to their immediate supervisor, but in no event shall such notice be given less than one full working day or shift before the meeting; except, however, that the Employee Relations Officer may, in his discretion, waive this requirement for advance notice.

If agreement is reached on matters subject to approval by the City Council or by the Civil Service Board or Retirement Board, the parties shall jointly prepare a written memorandum of such understanding, and the Employee Relations Officer shall present it to the Council or such Board, as appropriate, for determination. If agreement is reached on matters not subject to such approval, the Employee Relations Officer and the recognized employee organization(s) shall, at the request of one of the parties, prepare a written memorandum of such understanding.

ARTICLE VII – PAYROLL DEDUCTIONS

Only recognized employee organizations shall have the right to have the regular membership dues of its members deducted from employees' paychecks upon the written authorization of each such employee member in such form as will not infringe upon an employee's rights under California Government Code Sec. 3502.

This Article shall not be construed to restrict a recognized employee organization from meeting and conferring with the City regarding additional payroll deductions upon the written authorization of employees in such representation unit.

ARTICLE VIII – COMMUNICATION WITH EMPLOYEES

Reasonable access to employee work locations shall be granted to officers of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers shall not enter any work location without previous notice to and consent from the Department Head or his designee, and access may be restricted so as not to interfere with departmental operations or with established safety and security requirements.

Campaigning for office, conducting meetings or elections, and other internal employee organization business of a similar nature shall not be carried on during work hours.

ARTICLE IX – USE OF CITY FACILITIES

City buildings and other facilities may be made available for use by City employees or an employee organization or their representatives in accordance with administrative procedures governing such use.

ARTICLE X – ADVANCE NOTICE

Except in cases of emergency as provided in this Article, the City Council, the Civil Service Board and the Retirement Board, shall give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, the Civil Service Board, or the Retirement Board, and shall give such recognized employee organization the opportunity to meet with the City Council, the Civil Service Board, or the Retirement Board. The Council or such Board shall, upon request of the Employee Relations Officer or a recognized employee organization, delay consideration of the matter proposed to be acted upon for such period of time deemed to be reasonable by the Council or such Board, to give the parties an opportunity to meet and confer thereon in order to endeavor to agree upon a joint recommendation to be made to the Council or such Board.

In cases of emergency when the City Council, the Civil Service Board, or the Retirement Board determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City Council, the Civil Service Board, or the Retirement Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE XI – EMPLOYEE ORGANIZATION

Employee organizations may represent their individual employee members in individual employment relations, including grievances, to the extent required by the Government Code.

ARTICLE XII – INDIVIDUAL EMPLOYEES

Nothing in this Resolution shall be construed to restrict or in any way modify the right of an individual employee to present matters involving his individual employment relationship to the appropriate level of management, provided that any action taken is not inconsistent with the terms of a memorandum or understanding then in effect, and that before any action is taken which could affect the terms and conditions of employment of other employees in the representation unit, such proposed action is communicated to the recognized employee organization for its opinion on the merits and the effect on the proposed action.

ARTICLE XIII – PROHIBITION AGAINST DISCRIMINATION

No appointing authority or his representative shall discriminate for or against any employee organization, or in any way coerce or influence any employee in his free choice to join or refrain from joining any employee organization.

It is the policy of the City to affirmatively support and encourage equal opportunity of employment for members of racial, religious and other minority groups. If evidence of such discrimination by an employee organization comes to the attention of the Employee Relations Officer, it shall be his duty to refer such evidence to an appropriate legal authority having jurisdiction thereof, if any.

ARTICLE XIV – APPLICATION OF LABOR CODE SECTION 923

The enactment of this Resolution shall not be construed as making the provisions of Section 923 of the Labor Code applicable to employees or employee organizations.

ARTICLE XV – IMPASSE PROCEDURES

1. Initiation of Impasse Procedures – Impasse procedures may be invoked after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedures by filing with the other party or parties a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting shall be two-fold:

- (a) To permit a review of the position of all parties in a final effort to reach an agreement on the disputed issues; and

- (b) If agreement is not concluded, to discuss arrangements for implementing the specific impasse procedure or procedures to which the dispute shall be submitted.

2. Impasse Procedures – Impasse procedures are as follows:

- (a) If the parties so agree, the dispute shall be submitted directly to the City Council for determination.
- (b) If they do not so agree with a reasonable period of time, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties are unable to agree on a mediator after a reasonable period of time, they shall select the mediator from a list of three names to be provided by the State Conciliation Service, or if that body for any reason shall fail to provide such list, by the American Arbitration Association. The recognized employee organization or organizations shall first strike one name, the Employee Relations Officer shall then strike one name, and the name remaining shall be the mediator.
- (c) If the parties have failed to resolve all their disputes through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the issues in dispute directly to the City Council. In that event the City Council shall finally determine the issues after conducting a public hearing thereon and after such further investigation of the relevant facts as it may deem appropriate.
- (d) If the parties fail to agree to submit the dispute directly to the City Council, the disputed issues shall be submitted to fact-finding.

The parties may agree on the appointment of one or more fact-finders. If they fail to so agree, a fact-finding panel of three shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the recognized employee organization, and those two shall name a third, who shall be the chairman. If they are unable to agree upon a third, they shall select the third member from a list of five names to be provided by the American Arbitration Association, the one to serve to be determined by the alternate striking of names, with the party who is to strike the first name to be determined by chance method.

The following constitute the jurisdictional and procedural requirements for fact-finding:

- (1) Fact-finders shall not have served as mediator in the same impasse under subparagraph (b), and shall not be employees or officers of the City or members of one of the City's employee organizations.
- (2) Fact-finding is authorized hereunder in connection with all disputed issues that are within the scope of representation.

- (3) The fact-finder(s) shall, to the extent they are applicable, determine and apply the following standards to the disputed issues in making recommendations:
- (i) City job classifications shall be compared to comparable job classifications in private and public employment in the Sacramento metropolitan area, and in the three California cities next larger and the three California cities next smaller in population than Sacramento, to the extent such can be reasonably done.
 - (ii) In determining job comparability, the following factors will be considered: The nature and complexity of the duties involved; the degree of supervision received and exercised; the educational, experience and physical qualifications, and the special skills required; the physical working conditions; and the hazards inherent in the job.
 - (iii) Comparisons shall be in terms of total compensation and benefits of employment, and, to the extent feasible, shall be measured in monetary terms.
 - (iv) The comparison data as hereinabove provided for shall, to the extent feasible, be adjusted as appropriate for differences in the cost of living in Sacramento as compared to other cities considered; the benefits of job stability and continuity of employment; difficulty of recruiting qualified applicants; and equitable employment benefit relationships between job classifications in City employment.
 - (v) The state of the economy in the Sacramento metropolitan area, and the financial condition and resources of City government, shall be considered.
- (4) The fact-finder(s) shall make written findings of fact and recommendations for the resolution of the issues in dispute, which shall be presented in terms of the standards specified in (3) above. The fact-finder or chairman of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the recognized employee organization. If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, and in no event later than ten (10) days prior to the final date set by law for fixing of the tax rate, the fact-finder or the chairman of the fact-finding panel shall make them public by submitting them to the City Clerk for consideration by the City Council in connection with the Council's legislative determination of the issues.
- (5) Costs of mediation and fact-finding shall be divided one-half to the City and one-half to the recognized employee organization.

EXHIBIT "A"

DESIGNATION OF REPRESENTATION UNITS
AND UNREPRESENTED CLASSIFICATIONS

A. The Council determines that the following (including special job classifications designated by "Special Manpower Planning") are the appropriate representation units:

1. Building Trades and Craft Unit

Blacksmith Welder
Carpenter
Electrician
Electrician Lineworker
Electrician Supervisor
Machinist
Machinist Helper
Machinist Supervisor
Mechanical Maintenance Supervisor
Painter
Plumber
Plumber Apprentice
Roofer
Senior Carpenter
Senior Electrician
Senior Generator Technician
Senior Painter
Senior Plumber
Senior Sheet Metal Worker
Sheet Metal Worker
Stagehand I
Stagehand II
Structural Maintenance Supervisor
Supervising Generator Technician

2. Plant Operator Unit

Heating, Ventilation and Air Conditioning Systems Mechanic
Junior Plant Operator
Plant Operator
Senior Heating, Ventilation and Air Conditioning Systems Mechanic
Senior Plant Operator
Senior Stationary Engineer
Stationary Engineer

3. Water and Sewer Unit

Assistant Water Cross-Connection Control Specialist
Utilities Field Services Leadworker
Utilities Field Services Serviceworker
Utilities Field Services Serviceworker (Apprentice)
Water Cross-Connection Control Specialist

4. Traffic Engineering Unit

Traffic Supervisor
Traffic Worker I
Traffic Worker II
Traffic Worker III
Traffic Worker Trainee

5. Fire Department Unit

Fire Battalion Chief
Fire Captain
Fire Captain (Paramedic)
Fire Engineer
Fire Engineer (Paramedic)
Fire Investigator I
Fire Investigator II
Fire Prevention Officer I
Fire Prevention Officer II
Fire Prevention Officer Trainee
Firefighter
Firefighter (Paramedic)
Senior Fire Prevention Officer

6. Police Department Unit

Community Service Officer
Community Service Officer (Limited-Term)*
Dispatcher I
Dispatcher II
Dispatcher III
Park Safety Ranger
Park Safety Ranger Assistant
Park Safety Ranger Supervisor
Police Officer
Police Sergeant

7. Professional Unit

Arborist/Urban Forester
Archivist
Art Museum Registrar
Assistant Planner
Associate Curator of Art
Associate Planner
Geographic Information Systems Specialist I
Geographic Information Systems Specialist II
Geographic Information Systems Specialist III
Graphic Designer
Junior Planner
Media Production Specialist I
Media Production Specialist II
Museum Registrar
Public Information Coordinator
Real Property Agent I
Real Property Agent II
Real Property Agent III
Telecommunications Systems Analyst I
Telecommunications Systems Analyst II
Telecommunications Systems Analyst III
Water Quality Chemist

8. Office and Technical Unit

Account Clerk I
Account Clerk II
Accounting Technician
Architectural Technician I
Architectural Technician II
Architectural Technician III
Arts Program Assistant
Arts Program Coordinator
Booking Coordinator
Boutique Operator
Building Inspector I
Building Inspector II
Building Inspector III
Building Inspector IV
Burglary/Robbery Alarm Inspector
Buyer I
Buyer II
Buyer III
Cashier

Office and Technical Unit (Continued)

Central Services Assistant I
Central Services Assistant II
Central Services Assistant III
Child Care Assistant
Claims Collector
Clerk I
Clerk II
Clerk III
Code Enforcement Officer
Communications Assistant
Community Service Representative I
Community Service Representative II
Computer Operator I
Computer Operator II
Construction Inspector I
Construction Inspector II
Construction Inspector III
Customer Service Assistant
Customer Service Representative
Customer Service Specialist
Customer Service Trainee
Data Entry Technician
Department Systems Specialist I
Department Systems Specialist II
Development Services Technician I
Development Services Technician II
Development Services Technician III
Elder Care Assistant
Electrical Construction Inspector I
Electrical Construction Inspector II
Electrical Construction Inspector III
Engineering Technician I
Engineering Technician II
Engineering Technician III
Events Coordinator
Exhibits Coordinator
Facility Drawings Technician
Fingerprint Clerk
Fleet Management Technician
Fleet Service Coordinator
Forensic Investigator I
Forensic Investigator II
Graphics Assistant
Human Services Program Coordinator*

Office and Technical Unit (Continued)

Information Technology Support Specialist I
Information Technology Support Specialist II
Information Technology Trainee
Key Data Operator I
Landscape Technician I
Landscape Technician II
Lead Forensic Investigator
Media and Computer Specialist
Microcomputer Systems Specialist
Neighborhood Resources Coordinator I
Neighborhood Resources Coordinator II
Offset Equipment Operator
Personnel Transactions Coordinator
Plans Examiner I
Plans Examiner II
Plans Examiner III
Police Clerk I
Police Clerk II
Police Clerk III
Police Records Specialist I
Police Records Specialist II
Police Records Specialist III
Program Coordinator
Program Developer
Program Leader
Property Assistant
Recreation Aide*
Recreation Leader (Special Needs)*
Revenue Services Representative
Revenue Services Trainee
Secretary
Secretary to the Planning Commission
Senior Central Services Assistant
Senior Claims Collector
Senior Computer Operator
Senior Customer Service Representative
Senior Data Entry Technician
Senior Department Systems Specialist
Senior Engineering Technician
Senior Information Technology Support Specialist
Senior Key Data Operator
Senior Landfill Engineering Technician
Senior Personnel Transactions Coordinator
Senior Property Assistant

Office and Technical Unit (Continued)

Senior Recreation Aide*
Senior Revenue Services Representative
Senior School Crossing Guard*
Senior Utility Customer Service Technician
Service Contract Inspector
Special Program Leader*
Stenographer Clerk I
Stenographer Clerk II
Stenographer Clerk III
Storekeeper
Stores Clerk I
Stores Clerk II
Surveillance Equipment Technician
Ticket Seller
Traffic Investigator I
Traffic Investigator II
Traffic Investigator III
Transportation Systems Management Coordinator
Typist Clerk I
Typist Clerk II
Typist Clerk III
Utility Customer Service Technician I
Utility Customer Service Technician II
Utility Customer Service Technician III
Utility Services Inspector
Utility Services Inspector (Unpy)
Water Conservation Specialist
Water Quality Laboratory Technician
Zoning Investigator

9. Operations and Maintenance Unit

Animal Care Technician
Animal Control Officer
Assistant Code Enforcement Officer
Assistant Greenskeeper*
Building Maintenance Worker
Community Center Attendant I
Community Center Attendant II
Cultural Facilities Attendant
Custodian I
Custodian II
Electronic Maintenance Technician I
Electronic Maintenance Technician II

Operations and Maintenance Unit (Continued)

Electronic Maintenance Technician Trainee
Engineering Aide I
Engineering Aide II
General Helper
Golf Course Marshal
Greenskeeper
Instrument Technician I
Instrument Technician II
Instrument Technician Trainee
Irrigation Technician
Landfill Equipment Operator
Landfill Equipment Operator R2
Maintenance Worker
Marina and Boating Facilities Attendant
Meter Reader
Motor Sweeper Operator
Park Equipment Operator
Park Maintenance Worker
Park Maintenance Worker I
Park Maintenance Worker I (Pest)
Park Maintenance Worker II
Park Maintenance Worker II (Pest)
Park Maintenance Worker III
Parking Enforcement Officer
Parking Lot Attendant
Parking Meter Coin Collector
Parking Meter Repair Worker
Registered Veterinary Technician
Sanitation Worker I
Sanitation Worker II
Sanitation Worker III
Security Guard
Senior Building Maintenance Worker
Senior Custodian
Senior Electronic Maintenance Technician
Senior Maintenance Worker
Senior Parking Lot Attendant
Senior Telecommunications Technician
Senior Tree Maintenance Worker
Senior Tree Pruner
Street Construction Equipment Operator
Street Construction Laborer
Street Construction Laborer Trainee
Survey Technician I

Operations and Maintenance Unit (Continued)

Survey Technician II
Telecommunications Technician I
Telecommunications Technician II
Telecommunications Technician Trainee
Traffic Control and Lighting Technician I
Traffic Control and Lighting Technician II
Traffic Control and Lighting Technician Trainee
Tree Maintenance Worker
Tree Maintenance Worker Trainee
Tree Pruner I
Tree Pruner II
Tree Pruner Trainee
Utility Worker*
Water Waste Inspector
Zoo Attendant I
Zoo Attendant II

10. General Supervisory Unit

Assistant Box Office Supervisor
Central Services Supervisor
Central Stores Supervisor
Chief Museum Attendant
Computer Operations Supervisor
Concrete Construction Leadworker
Curator of Historical Exhibitions
Custodial Supervisor
Customer Service Supervisor
Drainage Supervisor
Enforcement and Collections Supervisor
Equipment Maintenance Supervisor
Financial Services Supervisor
Golf Course Supervisor
Instrumentation Supervisor
Marina and Boating Facilities Supervisor
Meter Reading Supervisor
Museum Security Supervisor
Office Supervisor
Parking Enforcement Supervisor
Parking Facilities Maintenance Supervisor
Parking Lot Supervisor
Parking Meter Collection Supervisor
Parking Meter Repair Supervisor
Parks Supervisor

General Supervisory Unit (Continued)

Police Records Supervisor
Program Supervisor
Revenue Supervisor
Senior Accounting Technician
Senior Animal Care Technician
Senior Animal Control Officer
Senior Code Enforcement Officer
Senior Parking Lot Supervisor
Senior Police Records Supervisor
Senior Storekeeper
Senior Supervising Building Inspector
Senior Traffic Control and Lighting Supervisor
Solid Waste Maintenance Supervisor
Solid Waste Supervisor
Street Maintenance Supervisor
Supervising Building Inspector
Supervising Cashier
Supervising Community Center Attendant
Supervising Community Service Representative
Supervising Construction Inspector
Supervising Dispatcher
Supervising Forensic Investigator
Supervising Graphic Designer
Supervising Plant Operator
Supervising Police Clerk
Supervising Property Assistant
Supervising Surveyor
Supervising Water Quality Chemist
Survey Party Chief
Telecommunications Supervisor
Traffic Control and Lighting Supervisor
Tree Maintenance Supervisor
Tree Pruner Supervisor
Utilities Field Services Supervisor
Utility Customer Service Supervisor
Zoo Supervisor

11. Engineering Unit

Assistant Architect
Assistant Civil Engineer
Assistant Electrical Engineer
Assistant Mechanical Engineer
Associate Architect

Engineering Unit (Continued)

Associate Civil Engineer
Associate Electrical Engineer
Associate Landscape Architect
Associate Mechanical Engineer
Fire Protection Engineer
Junior Architect
Junior Engineer
Junior Landscape Assistant
Landscape Assistant
Telecommunications Engineer I
Telecommunications Engineer II
Telecommunications Engineer III

12. Automotive/Equipment Mechanics Unit

Equipment Body Mechanic I
Equipment Body Mechanic II
Equipment Body Mechanic III
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Serviceworker
Fire Service Worker
General Repair Worker
Senior Equipment Serviceworker
Supervising Fire Service Worker
Vehicle Pool Serviceworker
Vehicle Service Attendant

13. Exempt/Management Support

Administrative Analyst
Investigator
Program Analyst
Senior Deputy City Clerk
Stores Administrator
Workers' Compensation Claims Representative

14. Confidential/Administrative

Administrative Assistant
Administrative Assistant (Confidential/Exempt)
Administrative Technician
Administrative Technician (Confidential/Exempt)

Confidential/Administrative (Continued)

Analyst Trainee
Applications Developer
Data System Technician
Deputy City Clerk
Desktop Support Specialist
Information Technology Project Analyst
LAN Administrator
Legal Secretary (Exempt)
Legal Staff Assistant
Legal Staff Assistant (Exempt)
Paralegal (Exempt)
Payroll Technician
Personnel Technician
Personnel Technician (Confidential)
Programmer
Senior Legal Staff Assistant (Exempt)
Senior Staff Assistant
Staff Assistant
Supervising Legal Secretary
Systems Engineer
Treasury Assistant

15. Exempt Management

Accountant Auditor
Accounting Manager
Administrative Officer
Animal Care Services Manager
Arts Administrator
Arts in Public Places Specialist
~~Arts Administrator~~
Assistant Field Services Manager
Banking Operations Analyst
Building Services Manager
Business Services Manager
Camp Sacramento Supervisor
Career Development Specialist
Chief Building Inspector
Chief Building Official
Chief Investment Officer
Chief of Housing and Dangerous Buildings
Code Enforcement Manager
Contracts and Compliance Specialist
Convention Center General Manager

Exempt Management (Continued)

Curator of Art
Curator of Education
Curator of History
Debt Analyst
Deputy Chief Building Official
Deputy City Attorney I
Deputy City Attorney II
Deputy Convention Center General Manager
Deputy Director of Public Safety Accountability
Economic Development Manager
E-Government Manager
Emergency Communications Manager
Emergency Medical Services Coordinator
Engineering Manager
Environmental Health and Safety Officer
Environmental Health and Safety Specialist
Equal Employment Specialist
Events Services Manager
Events Services Supervisor
Facilities and Real Property Superintendent
Facilities Manager
Field Services Manager
Fire Assistant Chief
Fleet Manager
Golf Manager
Golf Superintendent
Historic District Manager
History and Science Manager
Human Resources Manager
Information Technology Manager
Information Technology Project Manager
Information Technology Supervisor
Integrated Waste Collections Superintendent
Integrated Waste General Manager
Integrated Waste General Supervisor
Integrated Waste Planning Superintendent
Investment and Operations Manager
Investment Officer
Investment Operations Analyst
Junior Development Project Manager
Law Office Administrator
Licensed Land Surveyor
Management Analyst
Marina Manager

Exempt Management (Continued)

Media and Communications Specialist
Metropolitan Arts Manager
Neighborhood Services Area Manager
Neighborhood Services Manager
New Growth Manager
Operations General Supervisor
Operations Manager
Organizational Development Specialist
Park Maintenance Manager
Park Maintenance Superintendent
Park Planning, Design and Development Manager
Parking Manager
Permit Services Manager
Personnel Analyst
Planning Director
Plant Services Manager
Police Administrative Manager
Police Captain
Police Lieutenant
Principal Accountant
Principal Applications Developer
Principal Building Inspector
Principal Information Technology Project Manager
Principal Management Analyst
Principal Planner
Principal Systems Engineer
Procurement Services Manager
Program Manager
Program Specialist
Recreation General Supervisor
Recreation Manager
Recreation Superintendent
Revenue Manager
Risk Manager
Senior Accountant Auditor
Senior Applications Developer
Senior Architect
Senior Debt Analyst
Senior Deputy City Attorney
Senior Development Project Manager
Senior Engineer
Senior Investment Officer
Senior Landscape Architect
Senior Management Analyst

Exempt Management (Continued)

Senior Personnel Analyst
Senior Planner
Senior Systems Engineer
Special Assistant to the City Attorney
Special Projects Engineer
Special Projects Manager
Staff Services Administrator
Streets Manager
Supervising Animal Care Officer
Supervising Architect
Supervising Engineer
Supervising Financial Analyst
Supervising Information Technology Project Manager
Supervising Landscape Architect
Supervising Real Property Agent
Support Services Manager
Traffic Engineer
Training Specialist
Treasury Analyst
Treasury Manager
Urban Design Manager
Urban Forestry Manager
Utility Construction Coordinator
Veterinarian
Water and Sewer Superintendent (Field)
Water and Sewer Superintendent (Plant)
Zoo Curator

B. The Council designates the following class titles as "unrepresented classifications":

1. Executive Management

Administrative Analyst (City Manager's Office)
Assistant City Attorney
Assistant City Clerk
Assistant City Manager
Assistant City Treasurer
Budget Manager
Chief Information Officer
City Attorney
City Auditor
City Clerk
City Manager
City Treasurer
Deputy City Manager
Deputy Police Chief
Director of Community Development
Director of Convention, Culture and Leisure
Director of Economic Development
Director of Finance
Director of General Services
Director of Governmental Affairs
Director of Human Resources
Director of Parks and Recreation
Director of Public Safety Accountability
Director of Transportation
Director of Utilities
Executive Director, SAC CCOMWP
Fire Chief
Fire Deputy Chief
Human Resources Manager (Benefits & Retirement)
Human Resources Manager (Employment & Classification)
Labor Relations Analyst
Labor Relations Manager
Labor Relations Officer
Media and Communications Officer
Police Chief
Principal Management Analyst (Finance/Budget)
SAFCA Executive Director
Special Projects Manager (City Manager's Office)
Staff Aide (Management)
Supervising Deputy City Attorney

2. Mayor/Council Support

~~Auditor I~~ Assistant City Auditor

~~Auditor II~~ Auditor

Chief of Staff to the Mayor

Council Operations Manager

District Director

~~Executive Assistant (Exempt)~~

Independent Budget Analyst

~~Mayor/Council Intern~~

Senior Auditor

Special Assistant to the Mayor

Staff Aide (Mayor/Council)

~~Staff Assistant (Exempt)~~

3. Executive Management Support

Executive Assistant (City Manager's Office)

Executive Assistant (Mayor/Council)

Staff Aide (Support)

Staff Assistant (Mayor/Council)

3.4. Non-Career

Arts and Crafts Specialist*

Assistant Caretaker*

Assistant Cook*

Assistant Greenskeeper*

Assistant Pool Manager*

Assistant Proctor*

Building Maintenance Laborer Trainee*

Cache Logistics Coordinator*

Camp Aide*

Camp Recreation Leader*

Caretaker*

Cashier (Community Services)*

Clerical Assistant*

Dispatcher Recruit*

Events Crowd Controller*

Events Duty Person*

Events Usher*

Fire Recruit*

First Cook*

Golf Marshal/Player Assistant*

Graduate Student Trainee*

Head Events Crowd Controller*

Non-Career (Continued)

Host*
Human Services Program Coordinator*
Instructor*
Law Clerk*
Lifeguard*
Marina Aide*
Mayor/Council Intern
Mayor/Council Student Intern
Nurse*
Pilot*
Police Background Assistant*
Police Cadet*
Police Recruit*
Pool Attendant*
Pool Manager*
Proctor*
Program Director*
Promotions Specialist*
Public Service Aide*
Recreation Aide*
Recreation Leader (Special Needs)*
Relief Clerical Assistant*
Reserve Community Service Officer
Reserve Dispatcher*
Reserve Police Officer I*
Reserve Police Officer II*
Reserve Police Officer III*
Reserve Police Records Specialist*
Reserve Police Sergeant*
Reserve Property Assistant*
School Crossing Guard*
Security Officer*
Senior Lifeguard*
Senior Recreation Aide*
Special Program Leader*
Student Trainee (Engineering, Computer)*
Student Trainee (Most Majors)*
Student Trainee (Paramedic)*
Ticket Seller (Exempt)*
Tutor*
Utility Worker*
Vehicle Service Aide*
Youth Aide*

City of Sacramento Employer-Employee Relations Policy

Adopted March 9, 1972

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Revised August 23, 2011

Revised June 12, 2012

Last Revision July 19, 2012

EMPLOYER-EMPLOYEE RELATIONS POLICY

ARTICLE I – STATEMENT OF PURPOSE

This Resolution is enacted pursuant to California Government Code Sections 3500 et seq., to establish orderly procedures to promote full communication between the City and its employees by providing a reasonable method of resolving disputes regarding wages, hours, and other terms and conditions of employment between the City and its employee organizations. It is the purpose of this Resolution to promote the improvement of personnel management and employer-employee relations within the City by providing a uniform basis for recognizing the right of its employees to join organizations of their own choice and be represented by such organizations in their employment relationship with the City.

Nothing contained herein shall be deemed to supersede the provisions of existing State law, the City Charter, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees and the City.

ARTICLE II – AUTHORITY OF CITY MANAGER

The City hereby declares, as a matter of policy, that the City Council and its members will deal with employee organizations and their representatives solely through the City Manager except when otherwise expressly provided for by the terms of this Resolution.

ARTICLE III – DEFINITIONS

1. The terms "employee organization", "recognized employee organization", and "mediation" have the meanings specified in California Government Code Section 3501.

2. The meaning of "scope of representation" is as that term is defined in California Government Code Section 3504.

3. Except as otherwise provided for in a collective bargaining agreement, an "employee" shall mean (a) a full-time career employee, or (b) an employee who works, within one year from each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

4. "Confidential Employee" means an employee who regularly participates in making or regularly has advance knowledge of decisions of the City affecting employee relations.

5. "Management Employee" means an employee having responsibility for formulating, administering, or managing the implementation of City policies and programs.

6. "Supervisory Employee" means an employee having responsibility for assigning and directing the work of other employees, or for rewarding or disciplining them, or for adjusting their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

7. "Professional Employee" means an employee engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (b) involving the consistent exercise of discretion and judgment in its performance, and (c) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (d) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental manual or physical processes.

8. "Employee Relations Officer" means the City Manager or his duly authorized representative.

9. "Proof of Employee Approval" is demonstrated under this Resolution by (a) an authorization card recently signed by an employee, or (b) employee dues deduction authorizations, using the payroll immediately prior to the date a petition is filed hereunder, except that deductions for more than one employee organization for the account of any one employee shall not be considered proof of employee approval for more than one employee organization, or (c) a verified authorization petition or petitions recently signed by an employee. The words "recently signed" mean signed within one hundred eighty (180) days prior to the filing of a petition hereunder.

10. "Impasse" means a deadlock in discussions between a recognized employee organization and the Employee Relations Officer over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter.

ARTICLE IV – REPRESENTATION UNITS

The representation units set forth in Exhibit "A" attached hereto are the appropriate units for representation by recognized employee organizations.

ARTICLE V – RECOGNIZED EMPLOYEE ORGANIZATIONS

An employee organization that wishes to be certified as the recognized employee organization for a designated representation unit for which unit no employee organization has been certified shall file a recognition petition with the Employee Relations Officer.

1. Petition – The petition shall be signed by the organization's duly authorized officers, and shall contain the following information and documentation:

- (a) The name and mailing address of the organization.
- (b) The names and titles of its officers.
- (c) Designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular mail will be deemed sufficient notice on the organization for any purpose.
- (d) A statement that the organization does not discriminate or restrict membership or participation based on race, color, creed, national origin, or sex.
- (e) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the City.
- (f) A statement that the employee organization agrees to comply with the provisions of this Resolution.
- (g) A copy of its constitution and bylaws, if any.
- (h) Identification of the representation unit for which petitioner seeks certification as the recognized employee organization.
- (i) Proof of employee approval of thirty percent (30%) or more of the employees within such representation unit.

The Employee Relations Officer shall give written notice of such petition to the petitioner, to the employees involved and to any employee organization that has filed a written request for receipt of such notice to him. Within thirty (30) days of the date of such notice, other employee organizations may file a challenging petition seeking to become the recognized employee organization within such representation unit.

2. Election

- (a) Calling of Election – The Employee Relations Officer shall, whether or not a challenging petition is filed, request the State Conciliation Service to call and conduct a secret ballot election in accordance with its own procedures and regulations and pursuant to the election procedures as herein below set forth. If a challenging petition is filed, and is accompanied by proof of employee approval equal to at least ten percent (10%) of the employees within the representation unit, the State Conciliation Service shall include such challenging employee organization on the ballot.
- (b) Election Procedures – Whenever the State Conciliation Service calls an election pursuant hereto, it shall include the choice of no organization on the ballot. Employees entitled to vote in a representational election shall be those employees within the representation unit whose name appeared on the payroll immediately prior to the date of the election. An employee

organization shall be certified by the Employee Relations Officer as the recognized employee organization within the representation unit if...

- (1) That employee organization has received the vote of a numerical majority of all the employees eligible to vote in the unit of which the election is held, or,
- (2) More than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, and the employee organization receives a numerical majority of all votes cast in the election, or,
- (3) In an election involving three or more choices, where none of the choices receives a majority of the ballot votes cast, and where more than fifty percent (50%) of the total number of employees in the unit eligible to vote have voted in the election, a run-off election shall be conducted between the two choices receiving the largest number of ballot votes cast; the rules governing an initial election being applicable to a run-off election.

3. Decertification Procedures – A decertification petition may be filed with the Employee Relations Officer by employees or an employee organization to determine whether or not a recognized employee organization continues to represent a majority of the employees in the representation unit. Such petition must be accompanied by proof of employee approval equal to at least thirty percent (30%) of the employees within the representation unit. The time periods for a petition to be filed with the Employee Relations Officer are: a) after the first full year of recognition if no written agreement has been negotiated; b) within the period commencing ninety (90) and ending sixty (60) days immediately prior to the expiration date of a written agreement; or c) any time after a written agreement has been in effect for five years or more. When such a valid petition has been filed, the State Conciliation Service shall be requested to conduct an election to determine whether or not the incumbent recognized employee organization shall be decertified, and where filed by an employee organization, whether such organization shall be recognized. Such election shall be in accordance with the procedures and regulations of the State Conciliation Service, and the election procedures as hereinabove set forth.

4. In the event that the State Conciliation Service is unable to or unwilling to provide any of the services required of it by paragraphs 2 and 3 above, the American Arbitration Association, or another impartial third party agreed to by the City and the concerned employee organization(s), shall perform said services.

5. Costs of conducting elections, if any, shall be borne equally by the City and the employee organization(s).

6. Recognized employee organizations shall annually, on or before the anniversary date of recognition, file a written statement with the Employee Relations Officer, indicating changes in items (a) through (g) as they appeared in the recognition petition filed pursuant to paragraph 1 of this Article, or as subsequently amended by a written statement hereunder, or, as appropriate, shall indicate that there has been no change in

such information. The statement shall be signed by the duly authorized officers of the recognized employee organization.

ARTICLE VI – MEET AND CONFER

Upon request, a recognized employee organization shall have the right to meet and confer in good faith regarding matters within the scope of representation with the Employee Relations Officer and/or his designees. Provided, however, that nothing herein shall require meeting and conferring between parties to a Memorandum of Understanding during the term of such Memorandum regarding matters to take effect during such term, except that such parties may meet and confer during such term on a matter within the scope of representation where (a) the matter was not covered by the Memorandum or expressly raised as an issue during the meeting and conferring process out of which such Memorandum arose, and (b) there shall have arisen a significant change in circumstances with respect to such matter, which could not have reasonably been anticipated by both parties at the time they signed such Memorandum.

Employees in classifications not included in supervisory and confidential representation units shall not participate in meeting and conferring or grievance resolution processes pertaining to supervisory and confidential representation unit classifications.

In the absence of express authorization in advance by the Employee Relations Officer, not more than two City employees representing a recognized employee organization requesting such a meeting shall be entitled to attend without loss of compensation or other benefit, nor shall more than a total of three representatives for each recognized employee organization be entitled to attend such meetings.

City employees who shall represent a recognized employee organization at such meeting shall give reasonable advance notice thereof to their immediate supervisor, but in no event shall such notice be given less than one full working day or shift before the meeting; except, however, that the Employee Relations Officer may, in his discretion, waive this requirement for advance notice.

If agreement is reached on matters subject to approval by the City Council or by the Civil Service Board or Retirement Board, the parties shall jointly prepare a written memorandum of such understanding, and the Employee Relations Officer shall present it to the Council or such Board, as appropriate, for determination. If agreement is reached on matters not subject to such approval, the Employee Relations Officer and the recognized employee organization(s) shall, at the request of one of the parties, prepare a written memorandum of such understanding.

ARTICLE VII – PAYROLL DEDUCTIONS

Only recognized employee organizations shall have the right to have the regular membership dues of its members deducted from employees' paychecks upon the written authorization of each such employee member in such form as will not infringe upon an employee's rights under California Government Code Sec. 3502.

This Article shall not be construed to restrict a recognized employee organization from meeting and conferring with the City regarding additional payroll deductions upon the written authorization of employees in such representation unit.

ARTICLE VIII – COMMUNICATION WITH EMPLOYEES

Reasonable access to employee work locations shall be granted to officers of recognized employee organizations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers shall not enter any work location without previous notice to and consent from the Department Head or his designee, and access may be restricted so as not to interfere with departmental operations or with established safety and security requirements.

Campaigning for office, conducting meetings or elections, and other internal employee organization business of a similar nature shall not be carried on during work hours.

ARTICLE IX – USE OF CITY FACILITIES

City buildings and other facilities may be made available for use by City employees or an employee organization or their representatives in accordance with administrative procedures governing such use.

ARTICLE X – ADVANCE NOTICE

Except in cases of emergency as provided in this Article, the City Council, the Civil Service Board and the Retirement Board, shall give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, the Civil Service Board, or the Retirement Board, and shall give such recognized employee organization the opportunity to meet with the City Council, the Civil Service Board, or the Retirement Board. The Council or such Board shall, upon request of the Employee Relations Officer or a recognized employee organization, delay consideration of the matter proposed to be acted upon for such period of time deemed to be reasonable by the Council or such Board, to give the parties an opportunity to meet and confer thereon in order to endeavor to agree upon a joint recommendation to be made to the Council or such Board.

In cases of emergency when the City Council, the Civil Service Board, or the Retirement Board determine that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City Council, the Civil Service Board, or the Retirement Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE XI – EMPLOYEE ORGANIZATION

Employee organizations may represent their individual employee members in individual employment relations, including grievances, to the extent required by the Government Code.

ARTICLE XII – INDIVIDUAL EMPLOYEES

Nothing in this Resolution shall be construed to restrict or in any way modify the right of an individual employee to present matters involving his individual employment relationship to the appropriate level of management, provided that any action taken is not inconsistent with the terms of a memorandum or understanding then in effect, and that before any action is taken which could affect the terms and conditions of employment of other employees in the representation unit, such proposed action is communicated to the recognized employee organization for its opinion on the merits and the effect on the proposed action.

ARTICLE XIII – PROHIBITION AGAINST DISCRIMINATION

No appointing authority or his representative shall discriminate for or against any employee organization, or in any way coerce or influence any employee in his free choice to join or refrain from joining any employee organization.

It is the policy of the City to affirmatively support and encourage equal opportunity of employment for members of racial, religious and other minority groups. If evidence of such discrimination by an employee organization comes to the attention of the Employee Relations Officer, it shall be his duty to refer such evidence to an appropriate legal authority having jurisdiction thereof, if any.

ARTICLE XIV – APPLICATION OF LABOR CODE SECTION 923

The enactment of this Resolution shall not be construed as making the provisions of Section 923 of the Labor Code applicable to employees or employee organizations.

ARTICLE XV – IMPASSE PROCEDURES

1. Initiation of Impasse Procedures – Impasse procedures may be invoked after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedures by filing with the other party or parties a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled by the Employee Relations Officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting shall be two-fold:

- (a) To permit a review of the position of all parties in a final effort to reach an agreement on the disputed issues; and

- (b) If agreement is not concluded, to discuss arrangements for implementing the specific impasse procedure or procedures to which the dispute shall be submitted.

2. Impasse Procedures – Impasse procedures are as follows:

- (a) If the parties so agree, the dispute shall be submitted directly to the City Council for determination.
- (b) If they do not so agree with a reasonable period of time, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties are unable to agree on a mediator after a reasonable period of time, they shall select the mediator from a list of three names to be provided by the State Conciliation Service, or if that body for any reason shall fail to provide such list, by the American Arbitration Association. The recognized employee organization or organizations shall first strike one name, the Employee Relations Officer shall then strike one name, and the name remaining shall be the mediator.
- (c) If the parties have failed to resolve all their disputes through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the issues in dispute directly to the City Council. In that event the City Council shall finally determine the issues after conducting a public hearing thereon and after such further investigation of the relevant facts as it may deem appropriate.
- (d) If the parties fail to agree to submit the dispute directly to the City Council, the disputed issues shall be submitted to fact-finding.

The parties may agree on the appointment of one or more fact-finders. If they fail to so agree, a fact-finding panel of three shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the recognized employee organization, and those two shall name a third, who shall be the chairman. If they are unable to agree upon a third, they shall select the third member from a list of five names to be provided by the American Arbitration Association, the one to serve to be determined by the alternate striking of names, with the party who is to strike the first name to be determined by chance method.

The following constitute the jurisdictional and procedural requirements for fact-finding:

- (1) Fact-finders shall not have served as mediator in the same impasse under subparagraph (b), and shall not be employees or officers of the City or members of one of the City's employee organizations.
- (2) Fact-finding is authorized hereunder in connection with all disputed issues that are within the scope of representation.

- (3) The fact-finder(s) shall, to the extent they are applicable, determine and apply the following standards to the disputed issues in making recommendations:
 - (i) City job classifications shall be compared to comparable job classifications in private and public employment in the Sacramento metropolitan area, and in the three California cities next larger and the three California cities next smaller in population than Sacramento, to the extent such can be reasonably done.
 - (ii) In determining job comparability, the following factors will be considered: The nature and complexity of the duties involved; the degree of supervision received and exercised; the educational, experience and physical qualifications, and the special skills required; the physical working conditions; and the hazards inherent in the job.
 - (iii) Comparisons shall be in terms of total compensation and benefits of employment, and, to the extent feasible, shall be measured in monetary terms.
 - (iv) The comparison data as hereinabove provided for shall, to the extent feasible, be adjusted as appropriate for differences in the cost of living in Sacramento as compared to other cities considered; the benefits of job stability and continuity of employment; difficulty of recruiting qualified applicants; and equitable employment benefit relationships between job classifications in City employment.
 - (v) The state of the economy in the Sacramento metropolitan area, and the financial condition and resources of City government, shall be considered.
- (4) The fact-finder(s) shall make written findings of fact and recommendations for the resolution of the issues in dispute, which shall be presented in terms of the standards specified in (3) above. The fact-finder or chairman of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the recognized employee organization. If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, and in no event later than ten (10) days prior to the final date set by law for fixing of the tax rate, the fact-finder or the chairman of the fact-finding panel shall make them public by submitting them to the City Clerk for consideration by the City Council in connection with the Council's legislative determination of the issues.
- (5) Costs of mediation and fact-finding shall be divided one-half to the City and one-half to the recognized employee organization.

EXHIBIT "A"

DESIGNATION OF REPRESENTATION UNITS
AND UNREPRESENTED CLASSIFICATIONS

A. The Council determines that the following (including special job classifications designated by "Special Manpower Planning") are the appropriate representation units:

1. Building Trades and Craft Unit

Blacksmith Welder
Carpenter
Electrician
Electrician Lineworker
Electrician Supervisor
Machinist
Machinist Helper
Machinist Supervisor
Mechanical Maintenance Supervisor
Painter
Plumber
Plumber Apprentice
Roofer
Senior Carpenter
Senior Electrician
Senior Generator Technician
Senior Painter
Senior Plumber
Senior Sheet Metal Worker
Sheet Metal Worker
Stagehand I
Stagehand II
Structural Maintenance Supervisor
Supervising Generator Technician

2. Plant Operator Unit

Heating, Ventilation and Air Conditioning Systems Mechanic
Junior Plant Operator
Plant Operator
Senior Heating, Ventilation and Air Conditioning Systems Mechanic
Senior Plant Operator
Senior Stationary Engineer
Stationary Engineer

3. Water and Sewer Unit

Assistant Water Cross-Connection Control Specialist
Utilities Field Services Leadworker
Utilities Field Services Serviceworker
Utilities Field Services Serviceworker (Apprentice)
Water Cross-Connection Control Specialist

4. Traffic Engineering Unit

Traffic Supervisor
Traffic Worker I
Traffic Worker II
Traffic Worker III
Traffic Worker Trainee

5. Fire Department Unit

Fire Battalion Chief
Fire Captain
Fire Captain (Paramedic)
Fire Engineer
Fire Engineer (Paramedic)
Fire Investigator I
Fire Investigator II
Fire Prevention Officer I
Fire Prevention Officer II
Fire Prevention Officer Trainee
Firefighter
Firefighter (Paramedic)
Senior Fire Prevention Officer

6. Police Department Unit

Community Service Officer
Community Service Officer (Limited-Term)*
Dispatcher I
Dispatcher II
Dispatcher III
Park Safety Ranger
Park Safety Ranger Assistant
Park Safety Ranger Supervisor
Police Officer
Police Sergeant

7. Professional Unit

Arborist/Urban Forester
Archivist
Art Museum Registrar
Assistant Planner
Associate Curator of Art
Associate Planner
Geographic Information Systems Specialist I
Geographic Information Systems Specialist II
Geographic Information Systems Specialist III
Graphic Designer
Junior Planner
Media Production Specialist I
Media Production Specialist II
Museum Registrar
Public Information Coordinator
Real Property Agent I
Real Property Agent II
Real Property Agent III
Telecommunications Systems Analyst I
Telecommunications Systems Analyst II
Telecommunications Systems Analyst III
Water Quality Chemist

8. Office and Technical Unit

Account Clerk I
Account Clerk II
Accounting Technician
Architectural Technician I
Architectural Technician II
Architectural Technician III
Arts Program Assistant
Arts Program Coordinator
Booking Coordinator
Boutique Operator
Building Inspector I
Building Inspector II
Building Inspector III
Building Inspector IV
Burglary/Robbery Alarm Inspector
Buyer I
Buyer II
Buyer III
Cashier

Office and Technical Unit (Continued)

Central Services Assistant I
Central Services Assistant II
Central Services Assistant III
Child Care Assistant
Claims Collector
Clerk I
Clerk II
Clerk III
Code Enforcement Officer
Communications Assistant
Community Service Representative I
Community Service Representative II
Computer Operator I
Computer Operator II
Construction Inspector I
Construction Inspector II
Construction Inspector III
Customer Service Assistant
Customer Service Representative
Customer Service Specialist
Customer Service Trainee
Data Entry Technician
Department Systems Specialist I
Department Systems Specialist II
Development Services Technician I
Development Services Technician II
Development Services Technician III
Elder Care Assistant
Electrical Construction Inspector I
Electrical Construction Inspector II
Electrical Construction Inspector III
Engineering Technician I
Engineering Technician II
Engineering Technician III
Events Coordinator
Exhibits Coordinator
Facility Drawings Technician
Fingerprint Clerk
Fleet Management Technician
Fleet Service Coordinator
Forensic Investigator I
Forensic Investigator II
Graphics Assistant
Human Services Program Coordinator*

Office and Technical Unit (Continued)

Information Technology Support Specialist I
Information Technology Support Specialist II
Information Technology Trainee
Key Data Operator I
Landscape Technician I
Landscape Technician II
Lead Forensic Investigator
Media and Computer Specialist
Microcomputer Systems Specialist
Neighborhood Resources Coordinator I
Neighborhood Resources Coordinator II
Offset Equipment Operator
Personnel Transactions Coordinator
Plans Examiner I
Plans Examiner II
Plans Examiner III
Police Clerk I
Police Clerk II
Police Clerk III
Police Records Specialist I
Police Records Specialist II
Police Records Specialist III
Program Coordinator
Program Developer
Program Leader
Property Assistant
Recreation Aide*
Recreation Leader (Special Needs)*
Revenue Services Representative
Revenue Services Trainee
Secretary
Secretary to the Planning Commission
Senior Central Services Assistant
Senior Claims Collector
Senior Computer Operator
Senior Customer Service Representative
Senior Data Entry Technician
Senior Department Systems Specialist
Senior Engineering Technician
Senior Information Technology Support Specialist
Senior Key Data Operator
Senior Landfill Engineering Technician
Senior Personnel Transactions Coordinator
Senior Property Assistant

Office and Technical Unit (Continued)

Senior Recreation Aide*
Senior Revenue Services Representative
Senior School Crossing Guard*
Senior Utility Customer Service Technician
Service Contract Inspector
Special Program Leader*
Stenographer Clerk I
Stenographer Clerk II
Stenographer Clerk III
Storekeeper
Stores Clerk I
Stores Clerk II
Surveillance Equipment Technician
Ticket Seller
Traffic Investigator I
Traffic Investigator II
Traffic Investigator III
Transportation Systems Management Coordinator
Typist Clerk I
Typist Clerk II
Typist Clerk III
Utility Customer Service Technician I
Utility Customer Service Technician II
Utility Customer Service Technician III
Utility Services Inspector
Utility Services Inspector (Unpy)
Water Conservation Specialist
Water Quality Laboratory Technician
Zoning Investigator

9. Operations and Maintenance Unit

Animal Care Technician
Animal Control Officer
Assistant Code Enforcement Officer
Assistant Greenskeeper*
Building Maintenance Worker
Community Center Attendant I
Community Center Attendant II
Cultural Facilities Attendant
Custodian I
Custodian II
Electronic Maintenance Technician I
Electronic Maintenance Technician II

Operations and Maintenance Unit (Continued)

Electronic Maintenance Technician Trainee
Engineering Aide I
Engineering Aide II
General Helper
Golf Course Marshal
Greenskeeper
Instrument Technician I
Instrument Technician II
Instrument Technician Trainee
Irrigation Technician
Landfill Equipment Operator
Landfill Equipment Operator R2
Maintenance Worker
Marina and Boating Facilities Attendant
Meter Reader
Motor Sweeper Operator
Park Equipment Operator
Park Maintenance Worker
Park Maintenance Worker I
Park Maintenance Worker I (Pest)
Park Maintenance Worker II
Park Maintenance Worker II (Pest)
Park Maintenance Worker III
Parking Enforcement Officer
Parking Lot Attendant
Parking Meter Coin Collector
Parking Meter Repair Worker
Registered Veterinary Technician
Sanitation Worker I
Sanitation Worker II
Sanitation Worker III
Security Guard
Senior Building Maintenance Worker
Senior Custodian
Senior Electronic Maintenance Technician
Senior Maintenance Worker
Senior Parking Lot Attendant
Senior Telecommunications Technician
Senior Tree Maintenance Worker
Senior Tree Pruner
Street Construction Equipment Operator
Street Construction Laborer
Street Construction Laborer Trainee
Survey Technician I

Operations and Maintenance Unit (Continued)

Survey Technician II
Telecommunications Technician I
Telecommunications Technician II
Telecommunications Technician Trainee
Traffic Control and Lighting Technician I
Traffic Control and Lighting Technician II
Traffic Control and Lighting Technician Trainee
Tree Maintenance Worker
Tree Maintenance Worker Trainee
Tree Pruner I
Tree Pruner II
Tree Pruner Trainee
Utility Worker*
Water Waste Inspector
Zoo Attendant I
Zoo Attendant II

10. General Supervisory Unit

Assistant Box Office Supervisor
Central Services Supervisor
Central Stores Supervisor
Chief Museum Attendant
Computer Operations Supervisor
Concrete Construction Leadworker
Curator of Historical Exhibitions
Custodial Supervisor
Customer Service Supervisor
Drainage Supervisor
Enforcement and Collections Supervisor
Equipment Maintenance Supervisor
Financial Services Supervisor
Golf Course Supervisor
Instrumentation Supervisor
Marina and Boating Facilities Supervisor
Meter Reading Supervisor
Museum Security Supervisor
Office Supervisor
Parking Enforcement Supervisor
Parking Facilities Maintenance Supervisor
Parking Lot Supervisor
Parking Meter Collection Supervisor
Parking Meter Repair Supervisor
Parks Supervisor

General Supervisory Unit (Continued)

Police Records Supervisor
Program Supervisor
Revenue Supervisor
Senior Accounting Technician
Senior Animal Care Technician
Senior Animal Control Officer
Senior Code Enforcement Officer
Senior Parking Lot Supervisor
Senior Police Records Supervisor
Senior Storekeeper
Senior Supervising Building Inspector
Senior Traffic Control and Lighting Supervisor
Solid Waste Maintenance Supervisor
Solid Waste Supervisor
Street Maintenance Supervisor
Supervising Building Inspector
Supervising Cashier
Supervising Community Center Attendant
Supervising Community Service Representative
Supervising Construction Inspector
Supervising Dispatcher
Supervising Forensic Investigator
Supervising Graphic Designer
Supervising Plant Operator
Supervising Police Clerk
Supervising Property Assistant
Supervising Surveyor
Supervising Water Quality Chemist
Survey Party Chief
Telecommunications Supervisor
Traffic Control and Lighting Supervisor
Tree Maintenance Supervisor
Tree Pruner Supervisor
Utilities Field Services Supervisor
Utility Customer Service Supervisor
Zoo Supervisor

11. Engineering Unit

Assistant Architect
Assistant Civil Engineer
Assistant Electrical Engineer
Assistant Mechanical Engineer
Associate Architect

Engineering Unit (Continued)

Associate Civil Engineer
Associate Electrical Engineer
Associate Landscape Architect
Associate Mechanical Engineer
Fire Protection Engineer
Junior Architect
Junior Engineer
Junior Landscape Assistant
Landscape Assistant
Telecommunications Engineer I
Telecommunications Engineer II
Telecommunications Engineer III

12. Automotive/Equipment Mechanics Unit

Equipment Body Mechanic I
Equipment Body Mechanic II
Equipment Body Mechanic III
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Serviceworker
Fire Service Worker
General Repair Worker
Senior Equipment Serviceworker
Supervising Fire Service Worker
Vehicle Pool Serviceworker
Vehicle Service Attendant

13. Exempt/Management Support

Administrative Analyst
Investigator
Program Analyst
Senior Deputy City Clerk
Stores Administrator
Workers' Compensation Claims Representative

14. Confidential/Administrative

Administrative Assistant
Administrative Assistant (Confidential/Exempt)
Administrative Technician
Administrative Technician (Confidential/Exempt)

Confidential/Administrative (Continued)

Analyst Trainee
Applications Developer
Data System Technician
Deputy City Clerk
Desktop Support Specialist
Information Technology Project Analyst
LAN Administrator
Legal Secretary (Exempt)
Legal Staff Assistant
Legal Staff Assistant (Exempt)
Paralegal (Exempt)
Payroll Technician
Personnel Technician
Personnel Technician (Confidential)
Programmer
Senior Legal Staff Assistant (Exempt)
Senior Staff Assistant
Staff Assistant
Supervising Legal Secretary
Systems Engineer
Treasury Assistant

15. Exempt Management

Accountant Auditor
Accounting Manager
Administrative Officer
Animal Care Services Manager
Arts Administrator
Arts in Public Places Specialist
Assistant Field Services Manager
Banking Operations Analyst
Building Services Manager
Business Services Manager
Camp Sacramento Supervisor
Career Development Specialist
Chief Building Inspector
Chief Building Official
Chief Investment Officer
Chief of Housing and Dangerous Buildings
Code Enforcement Manager
Contracts and Compliance Specialist
Convention Center General Manager
Exempt Management (Continued)

Curator of Art
Curator of Education
Curator of History
Debt Analyst
Deputy Chief Building Official
Deputy City Attorney I
Deputy City Attorney II
Deputy Convention Center General Manager
Deputy Director of Public Safety Accountability
Economic Development Manager
E-Government Manager
Emergency Communications Manager
Emergency Medical Services Coordinator
Engineering Manager
Environmental Health and Safety Officer
Environmental Health and Safety Specialist
Equal Employment Specialist
Events Services Manager
Events Services Supervisor
Facilities and Real Property Superintendent
Facilities Manager
Field Services Manager
Fire Assistant Chief
Fleet Manager
Golf Manager
Golf Superintendent
Historic District Manager
History and Science Manager
Human Resources Manager
Information Technology Manager
Information Technology Project Manager
Information Technology Supervisor
Integrated Waste Collections Superintendent
Integrated Waste General Manager
Integrated Waste General Supervisor
Integrated Waste Planning Superintendent
Investment and Operations Manager
Investment Officer
Investment Operations Analyst
Junior Development Project Manager
Law Office Administrator
Licensed Land Surveyor
Management Analyst
Marina Manager
Exempt Management (Continued)

Media and Communications Specialist
Metropolitan Arts Manager
Neighborhood Services Area Manager
Neighborhood Services Manager
New Growth Manager
Operations General Supervisor
Operations Manager
Organizational Development Specialist
Park Maintenance Manager
Park Maintenance Superintendent
Park Planning, Design and Development Manager
Parking Manager
Permit Services Manager
Personnel Analyst
Planning Director
Plant Services Manager
Police Administrative Manager
Police Captain
Police Lieutenant
Principal Accountant
Principal Applications Developer
Principal Building Inspector
Principal Information Technology Project Manager
Principal Management Analyst
Principal Planner
Principal Systems Engineer
Procurement Services Manager
Program Manager
Program Specialist
Recreation General Supervisor
Recreation Manager
Recreation Superintendent
Revenue Manager
Risk Manager
Senior Accountant Auditor
Senior Applications Developer
Senior Architect
Senior Debt Analyst
Senior Deputy City Attorney
Senior Development Project Manager
Senior Engineer
Senior Investment Officer
Senior Landscape Architect
Senior Management Analyst
Exempt Management (Continued)

Senior Personnel Analyst
Senior Planner
Senior Systems Engineer
Special Assistant to the City Attorney
Special Projects Engineer
Special Projects Manager
Staff Services Administrator
Streets Manager
Supervising Animal Care Officer
Supervising Architect
Supervising Engineer
Supervising Financial Analyst
Supervising Information Technology Project Manager
Supervising Landscape Architect
Supervising Real Property Agent
Support Services Manager
Traffic Engineer
Training Specialist
Treasury Analyst
Treasury Manager
Urban Design Manager
Urban Forestry Manager
Utility Construction Coordinator
Veterinarian
Water and Sewer Superintendent (Field)
Water and Sewer Superintendent (Plant)
Zoo Curator

B. The Council designates the following class titles as "unrepresented classifications":

1. Executive Management

Administrative Analyst (City Manager's Office)
Assistant City Attorney
Assistant City Clerk
Assistant City Manager
Assistant City Treasurer
Budget Manager
Chief Information Officer
City Attorney
City Auditor
City Clerk
City Manager
City Treasurer
Deputy City Manager
Deputy Police Chief
Director of Community Development
Director of Convention, Culture and Leisure
Director of Economic Development
Director of Finance
Director of General Services
Director of Governmental Affairs
Director of Human Resources
Director of Parks and Recreation
Director of Public Safety Accountability
Director of Transportation
Director of Utilities
Executive Director, SAC CCOMWP
Fire Chief
Fire Deputy Chief
Human Resources Manager (Benefits & Retirement)
Human Resources Manager (Employment & Classification)
Labor Relations Analyst
Labor Relations Manager
Labor Relations Officer
Media and Communications Officer
Police Chief
Principal Management Analyst (Finance/Budget)
SAFCA Executive Director
Special Projects Manager (City Manager's Office)
Staff Aide (Management)
Supervising Deputy City Attorney

2. Mayor/Council Support

Assistant City Auditor
Auditor
Chief of Staff to the Mayor
Council Operations Manager
District Director
Independent Budget Analyst
Senior Auditor
Special Assistant to the Mayor
Staff Aide (Mayor/Council)

3. Executive Management Support

Executive Assistant (City Manager's Office)
Executive Assistant (Mayor/Council)
Staff Aide (Support)
Staff Assistant (Mayor/Council)

4. Non-Career

Arts and Crafts Specialist*
Assistant Caretaker*
Assistant Cook*
Assistant Greenskeeper*
Assistant Pool Manager*
Assistant Proctor*
Building Maintenance Laborer Trainee*
Cache Logistics Coordinator*
Camp Aide*
Camp Recreation Leader*
Caretaker*
Cashier (Community Services)*
Clerical Assistant*
Dispatcher Recruit*
Events Crowd Controller*
Events Duty Person*
Events Usher*
Fire Recruit*
First Cook*
Golf Marshal/Player Assistant*
Graduate Student Trainee*
Head Events Crowd Controller*
Non-Career (Continued)

Host*

Human Services Program Coordinator*
Instructor*
Law Clerk*
Lifeguard*
Marina Aide*
Mayor/Council Intern
Mayor/Council Student Intern
Nurse*
Pilot*
Police Background Assistant*
Police Cadet*
Police Recruit*
Pool Attendant*
Pool Manager*
Proctor*
Program Director*
Promotions Specialist*
Public Service Aide*
Recreation Aide*
Recreation Leader (Special Needs)*
Relief Clerical Assistant*
Reserve Community Service Officer
Reserve Dispatcher*
Reserve Police Officer I*
Reserve Police Officer II*
Reserve Police Officer III*
Reserve Police Records Specialist*
Reserve Police Sergeant*
Reserve Property Assistant*
School Crossing Guard*
Security Officer*
Senior Lifeguard*
Senior Recreation Aide*
Special Program Leader*
Student Trainee (Engineering, Computer)*
Student Trainee (Most Majors)*
Student Trainee (Paramedic)*
Ticket Seller (Exempt)*
Tutor*
Utility Worker*
Vehicle Service Aide*
Youth Aide*