**Meeting Date**: **4/18/2013**

**Report Type:** Consent

**Report ID:** 2013-00310

City of SACRAMENTO

**City Council Report**
**915 I Street, 1st Floor**
**www.CityofSacramento.org**

**Title: Agreement: Labor Agreements with Local 39**

**Location:** Citywide

**Issue:** The City agreed to produce final Memoranda of Understanding (MOUs) incorporating the Letters of Understanding (LOU) amendments for Council approval. The MOUs also contain standard cleanup of outdated contract language.

**Recommendation:** Pass a 1) Motion approving the final agreements between the City of Sacramento and Stationary Engineers, Local 39 (Local 39), covering employees in the Operations and Maintenance Unit (Representation Unit 03), Office and Technical Unit (Representation Unit 16), Professional Unit (Representation Unit 17), Plant Operator Unit (Representation Unit 04), and General Supervisor Unit (Representation Unit 15); and 2) Resolution approving the final Memoranda of Understanding.

**Contact:** Shelley Banks-Robinson, (916) 808-5541, Human Resources-Labor Relations; Geri Hamby, (916) 808-7173, Human Resources

**Presenter:** None

**Department:** Human Resources

**Division:** Labor Relations

**Dept ID:** 08001511

**Attachments:**

1-Description/Analysis
2-Final Agreement with cumulative changes (Local 39-Units 3,16,17)(2012-2013)
3-Final Agreement (Local 39- Units 3,16,17)(2012-2013)
4-Final Agreement with cumulative changes (Local 39-Unit 4)(2012-2013)
5-Final Agreement (Local 39-Unit 4)(2012-2013)
6-Final Agreement with cumulative changes (Local 39-Unit 15)(2012-2013)
7-Final Agreement (Local 39-Unit 15)(2012-2013)
8-Resolution

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**City Attorney Review**

Not Approved as to Form
Brett Witter
4/9/2013 3:31:02 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt
Russell Fehr
3/26/2013 4:07:19 PM

**Approvals/Acknowledgements**

James Sanchez, City Attorney  Shirley Concolino, City Clerk  Russell Fehr, City Treasurer

**John F. Shirey, City Manager**

Department Director or Designee: Geri Hamby - 4/4/2013 9:59:41 AM



James Sanchez, City Attorney Shirley Concolino, City Clerk Russell Fehr, City Treasurer
**John F. Shirey, City Manager**

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## Description/Analysis

**Issue Detail:** Last June the City of Sacramento completed bargaining with Stationary Engineers, Local 39 (Local 39), which represents employees in the Operations and Maintenance Unit (Representation Unit 03), Plant Operator Unit (Representation Unit 04), General Supervisory Unit (Representation Unit 15), Office and Technical Unit (Representation Unit 16), and Professional Unit (Representation Unit 17). Local 39 and the employees they represent worked expediently to come to agreement with the City. The negotiations resulted in three Letters of Understanding (LOUs) which were approved by the City Council on June 26, 2012 and included the following major terms:

- Contract terms from June 30, 2012 through December 27, 2013;
- Employee payment of seven percent of the employer pick-up of the employee's share of retirement costs, effective June 30, 2012;
- Enabling language for a second tier retirement plan for new employees based upon a 2% at age 60 formula, based upon the 36 highest paid consecutive months;
- Layoff protection, with certain exclusions, for bargaining unit personnel during Fiscal Year (FY) 2012/13; and
- One-time expenditure for Health Rate Holiday/In Lieu of Holiday for three months during FY2012/13.

All three LOUs contained a provision that the City would produce final Memoranda of Understanding (MOUs), incorporating the LOU amendments, for City Council approval. Since the approval of the LOUs, the City and Local 39 have worked cooperatively to incorporate the terms of those LOUs into the three corresponding MOUs which are the subject of this report. The City and Local 39 have also undertaken the standard cleanup of outdated language. All financial considerations in these MOUs that were already approved by the City Council at the time the LOUs were approved.

**Policy Considerations:** Approval of this action by the City Council is consistent with the City's legal obligations under the Meyers-Milias-Brown Act, adheres to the City's positive labor-management relations concept, and provides labor stability.

**Economic Impacts:** None

**Environmental Considerations:** Not applicable

**Sustainability:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** The three 2010-2012 labor agreements have been updated to include the amended sections, as previously approved by the Council on June 26, 2012, and standard cleanup of outdated contract language.

**Financial Considerations**: Not applicable

**Emerging Small Business Development (ESBD):** Not applicable

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# AGREEMENT

BETWEEN

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
OPERATIONS AND MAINTENANCE, OFFICE AND TECHNICAL
AND PROFESSIONAL UNITS

201~~0~~2-201~~2~~3

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 – RECOGNITION

### 1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Operations and Maintenance, Office and Technical, and Professional Units, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

### 1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Operations and Maintenance, Office and Technical, and Professional Units shall be covered by this Agreement except as hereinafter provided. Additionally, any career employee covered by this Agreement who accepts a temporary appointment to a classification outside this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining units represented by the Union.

The following terms are defined as used throughout this Agreement:

<u>Career Employees</u>: Those employees having either probationary or permanent status in a classification covered by this Agreement.

<u>Non-Career Employees</u>: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore

have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

(+1,040): These non-career employees work, within one year of each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

(-1,040): These non-career employees work, within one year of each date of employment, 1,040 or less hours. Included in this category are all non-career employees who do not fall under the (+1,040) definition.

1.3 CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below Step 1, as applicable, of the salary range of the career classification, as shown in the current salary schedule. (For example, if the "1" step hourly rate of pay is $9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be $9.00 minus $.90 or $8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

## ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. This Agreement when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## ARTICLE 3 – CITY RIGHTS

### 3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4 – UNION RIGHTS

### 4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; (2) the service fees for non-members as set forth in Section 4.2 of this Agreement; and (3) the insurance premiums for City ~~or Union~~ plans, not to exceed three (3) insurance deductions per member.

~~a.~~ The City will deduct five dollars ($5) per month from the employee's wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee name and contribution amounts on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.

(3) Deductions and authorizations shall be separated by type of deduction (Union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.

(4) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.

(5) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues, service fees, or insurance premiums.

(6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(7) The City will remit to the Union a check for all of the deductions.

~~(7)~~(8) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, service fee, assessment, or religious objection service fee payment that existed at the time of layoff, as appropriate.

4.2 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay

an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.

(2) No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

(3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.1. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighters Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

> "The Union certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.3 TIME OFF FOR UNION BUSINESS

City employees covered by this Agreement who are serving current terms as members of the Union's Local 39 Executive Board may be allowed three (3) days per month of City time to conduct Union business if such request is made by the Business Representative of Local 39 to the Director of Human Resources with at least forty-eight (48) hours advance notice. The Director of Human Resources shall have the right to deny such requests.

4.4 BULLETIN BOARDS

a. In addition to providing the Union with a locked bulletin board at City Hall, space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities

(2) Union steward elections

(3) Union appointments and results of Union elections

(4) Union meetings

b. Such other notices as may be mutually agreed upon by the Union and the Department of Human Resources. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be no larger than three (3) feet by four (4) feet.

4.5 LIST OF NEW EMPLOYEES

The Union will be given a list each month of career and non-career new hires, by name and department, appointed to classifications represented by the Union. The list will be made available in a timely manner after the first of each month.

4.6 STEWARDS

a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Human Resources, together with any changes thereto.

b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the City. The Union will not exceed a ratio of one (1) Steward to every fifty-five (55) represented employees.

c. Stewards shall not conduct Union or representational activities on City time unless prior approval is expressly granted by City management.

4.7 USE OF CITY INFORMATION SYSTEMS

a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for such mail shall contain the following information: Steward's name, Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of department management, have reasonable use of City email to fulfill their role as a Steward.

c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

The City and the Union agree to implement the following grievance procedure.

5.2 PURPOSE

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

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure, the term "party" means an employee, the Union, the City, or their authorized representatives.

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

5.4 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

d. The grieving employee's Division Head or designee shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The answer by the Division Head or designee shall include the following:

(1) a complete statement of the City's position and the facts upon which it is based;

(2) the remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The Union representative and designated Departmental representative will meet in an effort to settle the matter. The City's answer will be made five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

a. The Union's representative and the designated representative of the City will meet to hear a grievance appealed to the third step. Grievances of a general nature pertaining to matters not normally decided by Shop or Unit supervisory personnel may be presented directly to the third step.

b. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

c. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.7 ARBITRATION

If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

a. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5)

qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and employee.

d. The fees of the arbitrator and the court reporter if used will be borne equally by the Union and the City.

e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

f. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the thirty (30) day time limit for filing grievances may be extended.

g. If the City does not meet time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. The Union District Representative or designee shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

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

## ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

Employees shall be covered under the established salary range consisting of Steps 1 through the top step of the classification.

## ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has

extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointment to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

~~a. Advancement in Steps Suspended~~

~~Effective August 6, 2010, the salary range step increases referred to below shall be suspended. Effective the pay period that includes July 1, 2012, employees shall be moved to the salary step that they would have been at had salary range step increases not been suspended.~~

~~b.~~a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

Except as provided herein, this Section shall not apply to non-career employees.

~~c.~~b. Denial of Step Increase and Reduction in-Grade

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

~~d.~~c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

~~e.~~d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.

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

## 7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

## 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

## 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

## 7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

## 7.7 SALARY CONTINUATION FOR ABSENCES FOR LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have his/her salary reduced that day due to insufficient accrued, usable leave. This provision shall apply only to employees in the Professional Unit.

## 7.8 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~~ six (~~20~~6) ~~working days~~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~~ six (~~20~~6) or fewer ~~days~~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~~ six (~~20~~6) ~~days~~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~~ six (~~20~~6) or more ~~working days~~months is taken during any employment year, longevity payment in the July following shall be made on a pro rata 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 pro rata 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 pro rata 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 July following had employment continued, shall be forfeited, and there shall be no pro rata 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~~l~~ 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 8 – HEALTH AND WELFARE

### 8.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then toward the premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee~~; and union-sponsored disability, income protection plan, and High Level Accidental Death and Dismemberment Insurance~~. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay~~day~~ period may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts. ~~Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.~~

### 8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution,

the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to $~~460~~612 per month for 2012 and $664 per month for 2013 or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be $1200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

~~e. Effective July 2, 2011, or thereafter, the Union may reopen this Agreement on health care to discuss the City contribution for health insurance in 2012.~~

8.4 COVERED DEPENDENTS

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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent’s home, 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.

8.5 CASH-BACK LIMITS

The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a).

New employees or employees who are not receiving the cash-back as of June 29, 2012, shall not be eligible for the cash-back option.

## 8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $40,000 City-sponsored term life insurance.

~~8.7 UNION REPORTING~~

~~The Union agrees to furnish to the City, on request, information on each employee's enrollment in union-sponsored insurance to which the City contribution under subsection 8.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.~~

8.7~~8~~ FLEXIBLE SPENDING ACCOUNTS

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

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

b. Unreimbursed health care expenses up to $4,800. Effective January 1, 2013, this amount shall be changed to $2,500, and may be adjusted each ~~per~~ plan year effective each January 1; and

c. Dependent care reimbursement.

~~Administrative costs shall be paid by the employees participating in Sections 8.8(b) and (c).~~

8.8~~9~~ RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 per month for the retiree only ~~and~~ or $365 per month for the retiree with dependents.

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 age fifty (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 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 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 (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. <u>Persons in Deferred Retirement Status As of January 1, 1991</u>

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 to 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 shall 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 8.9 after the expiration of this Agreement.

h. Elimination of Retiree or Survivors Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any of the benefits provided in this Section 8.8.

## ARTICLE 9 – HOURS OF WORK

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said seven (7) day period. This paragraph does not apply to non-career employees.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five eight (8) hour workdays, or a 9-80 workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the Union thirty (30) days in advance of implementation of the four ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Union.

c. All employees covered by this Agreement, except those employees on a straight eight (8) hour workday, shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the work shift. If an employee is required to work during his/her lunch period, and if no alternate lunch period is taken, at the approval of the employee's supervisor said time shall be compensated at the applicable overtime rate if the hours worked exceed that of his/her scheduled work shift. This paragraph does not apply to non-career employees.

d. Employees shall be given at least ten (10) workdays notice prior to a permanent change in their assigned hours of work. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift. This paragraph applies to career employees and

to those non-career (+1,040) employees who have a permanent shift schedule. Every effort will be made to give employees as much notice as possible for any change of shift or days off.

9.2 REST PERIODS

a. Each employee covered by this Agreement will be afforded rest periods. These rest periods will be as currently administered by their respective departments.

b. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and Union agree otherwise in writing. Non-career employees shall be entitled to a fifteen (15) minute rest period during every four (4) hours of scheduled work.

c. The City shall notify employees or post in each work location a policy statement regarding when rest periods shall be taken. In the event it is deemed necessary to change an established rest period within a work organization, notification will be given to the Union prior to implementing such change.

9.3 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide program.

## ARTICLE 10 – OVERTIME COMPENSATION

10.1 OVERTIME

a. Employees required to work in excess of eight (8) hours per workday, forty (40) hours per workweek, or on a recognized holiday shall be compensated for such work time at one and one-half (1-1/2) times their regular rate of pay. Employees on a four ten (10) workweek shall be compensated at time and one-half for hours worked over ten (10) in a workday. If the overtime worked is not contiguous to the employee’s regularly scheduled work day, the employee will receive a minimum of two (2) hours of overtime.

b. Overtime compensation shall be paid by cash payment or with compensating time off (CTO) as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee.

c. Employees may accrue up to one hundred and sixty (160) 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.

d. Overtime work shall be distributed equally insofar as possible among qualified career employees engaged in the same activities or any one classification in accordance with the criteria established herein.

e. The City shall determine which employees are qualified for overtime based on the following factors:

(1) Employee classification

(2) Job location

(3) Shift

(4) Completion of started assignment

(5) Emergency

(6) Desire to work overtime

(7) Employee availability

f. The City shall review its distribution of overtime every three (3) months. It is understood that the nature of certain work assignments does not easily permit equal distribution of overtime, and in such cases exception may be made to equal distribution. Disputes over equal distribution of overtime may be resolved pursuant to the grievance procedure.

g. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

10.2 COURT OVERTIME

a. <u>Court Overtime</u>

(1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.

(2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.

(4) When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance. If the employee's court extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.

(6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. <u>Telephone Standby Time</u>

(1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor, of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for only those hours that the court is actually in session.

(2) There shall be no telephone overtime for an employee merely answering his/her personal telephone.

(3) This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

Notice of cancellation will be given to employees three (3) hours prior to court or at the end of last shift prior to court. In the event that such notice is given within the three (3) hours, employees will receive two (2) hours of overtime at the rate of time and one-half. Notification to employees prior to three (3) hours will eliminate overtime compensation.

## ARTICLE 11 – STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

### 11.1 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay. Non-career employees shall not be on call for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

b. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by the appointing authority.

c. If an employee is assigned to standby and receives telephone contacts, and is engaged in a problem resolution which exceeds fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater. Additional calls within the two-hour period are covered under that minimum time.

### 11.2 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

# ARTICLE 12 – LEAVES

## 12.1 HOLIDAYS

a. The following shall be the recognized holidays under this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Cesar Chavez's Birthday | 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 Day | 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 last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

(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:

| 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) Notwithstanding any provision of this Section, non-career (-1,040) employees who work in classifications which have only an hourly rate of pay as set forth in the current salary schedule shall not receive recognized or floating 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.

(3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

If an employee's scheduled 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.

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

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 Sections 12.1 (f) and (g), 12.2, and 12.3 below.

f. Holiday Benefit for Employees in Classifications Which Accrue Holiday Time

(1) The number of recognized holiday hours for full-time career employees in a classification designated to accrue holiday time shall be one hundred and twelve (112) per fiscal year accrued at the rate of 4 hours, 40 minutes per bi-weekly pay period.

(2) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee, shall accrue recognized holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the accrual of holiday time for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.~~upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 4 hours, 40 minutes accrual; 40-63.9 hours paid = 2 hours, 20 minutes accrual; less than 40 hours paid = 0 hours accrual.~~

(3) The following classifications shall accrue holiday credit:

Property Assistant/Senior Property Assistant
Parking Lot Attendant/Senior Parking Lot Attendant

(4) Employees who accrue holiday time may accumulate holiday credit up to a maximum of eighty (80) hours. Thereafter, all accrued holiday time in excess of eighty (80) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate. Holiday credit may be taken by the employee at the discretion of the Department Head. Employees may use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, except those employees covered under subsection (f), employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career 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.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based ~~up~~on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the floating holiday accrual for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.~~number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.~~

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and 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) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(3) Close Operations/Conversion of Floating Holiday

(a) The City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one floating holiday. The City agrees to meet and confer on the impacts

associated with the implementation of the conversion of the floating holiday to the extent required by law.

h. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two four-hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

12.2 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

(4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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, however, 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.

c. Vacation Scheduling

(1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern where more than one employee bids for the same period. In case of a tie, the employee with the greatest amount of continuous City service shall be senior.

(2) Non-career (+1,040) employees shall be eligible to bid for vacation after all career employees have bid. Date of last hire shall determine seniority for non-career employees. Non-career employees shall bid for vacation on the basis of said seniority.

(3) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.

(4) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized representative. Such request shall not be unreasonably denied.

(5) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.

(6) An employee who has bid for and scheduled a vacation of forty (40) hours or more shall provide the Department with a minimum two (2) week notice of cancellation if they later decide not to take the time off. Unless there are operational staffing needs which preclude bidding the time off, the Department shall post the available time for employees to bid consistent with (c) (1) above.

(7) Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of one hour or more.

d. <u>Notice of Loss of Vacation</u>

All employees shall be notified in advance before losing accumulated vacation.

## 12.3 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 and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City eligible to accumulate sick leave credits shall in January 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 employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

b. Sick Leave Cash-Out

(1) PERS

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 total 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 total sick leave balance to service credit pursuant to the PERS contract with the City. All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. No employee whose services are

terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

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

c. 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.

d. Utilization of Sick Leave

Use of sick leave is governed by Civil Service Board Rule 16, Attachment A to the Civil Service Board Rules and Regulations.

e. 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.

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

12.4 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or 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 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. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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 of 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 report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

## 12.5 PARENTAL LEAVE

a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave 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 during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995, must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995, must have completed at least 6,240 hours of 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.

(4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), 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.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

## 12.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, 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. A donor terminating for any reason shall be paid for pledged but unused leave time.

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 which 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; or

(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.

~~l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.~~

12.7 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.

## 12.8 FAMILY MEDICAL LEAVE

a. The federal and state medical leave acts are applicable to career and non-career employees who have completed the required 1,250 hours of employment prior to the time requested. The City uses a rolling period under the Acts, determining eligibility from the last date of FMLA leave, if applicable.

b. To apply for a leave the employee must complete the City leave request form available from the Department of Human Resources or the Department support staff. The employee must provide medical verification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.

c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation 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, federal and state FMLA leaves shall be used concurrently.

e. The City policy covering FMLA shall be applicable to all employees and may be obtained from the Department of Human Resources.

## 12.9 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balances with SDI:

(1) Sick Leave

(2) Personal Leave

(3) Compensating Time Off (CTO)

(4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

12.10 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

## ARTICLE 13 – SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned ~~in writing~~ to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. Departments may establish internal tracking and approval systems for out-of-classification pay administration.

b. Temporary work in a higher classification shall first be offered to qualified career employees who volunteer. If no career employee desires the temporary work in a higher classification, management may assign a career or non-career employee.

c. Management will seek to distribute temporary assignments in a higher classification among all qualified employees who volunteer, providing that to do so would not cause disruption to the operation.

d. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

13.2 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $1,500.00 per calendar year pursuant to the

City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

13.3 FORENSIC IDENTIFICATION CERTIFICATION PAY

a. Career employees in the classifications of Forensic Investigator I and II who receive certification by the I.A.I. (International Association for Identification) as a Certified Forensic Artist shall receive five percent (5%) Forensic Artist Certification Pay.

b. Career employees in the classifications of Forensic Investigator II and Lead Forensic Investigator shall receive fifteen percent (15%) incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in the current salary schedule.

c. Career employees in the classifications of Forensic Investigator I, II, and Lead Forensic Investigator shall receive a five percent (5%) incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in the current salary schedule.

d. In order to be eligible for the Incentive Compensation Program, eligible employees who possess the Latent Print Examiner Certificate and/or the Bachelor's Degree must place it on file with the Police Department for verification and processing of the incentive compensation to be effective in the next bi-weekly pay period.

13.4 IRRIGATION SPECIALIST PAY

A Park Maintenance Worker II shall receive five percent (5%) additional pay when assigned in writing to perform the Irrigation Specialist duties including, but not limited to, installation and repair of irrigation systems and related "non-energized" equipment.

13.5 SPRAY CREW INCENTIVE

a. Effective October 20, 1990, employees in the classifications of Park Maintenance Worker I and Park Maintenance Worker II who are regularly assigned as members of the pesticide/herbicide spray crew and who possess a valid Qualified Application Certificate in the Right of Way, Landscape Maintenance, or Aquatic category shall receive an additional two and one-half percent (2-1/2%) pay during each full pay period when so assigned.

b. The Certificate is subject to renewal bi-annually. Any fees or other costs related to obtaining or renewing the Certificate are at employee expense. Training or examination time spent in obtaining the Certificate shall either be during non-working hours or while on approved personal leave, including vacation, CTO, or holiday time.

c. The incentive is payable only during those pay periods when a current valid certificate is on file in the Department of Parks and Recreation during the entire pay period.

## 13.6 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the City will provide the needed CEUs on-duty.

When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee to attend on City time. Such request shall not be unreasonably denied.

## 13.7 REQUIRED LICENSES AND CERTIFICATIONS

a. An employee who is required to maintain, or who obtains for City benefit, a crane or boom operator license, a notary registration, or a WC ISA certified tree worker or certified arborist shall receive a bi-weekly certification pay of fifteen dollars ($15).

b. <u>Building Inspector Certificate Pay</u>

(1) Employees in the classifications of Building Inspector 1, 2, 3, 4, and Development Services Technician I, II, III will receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Commercial Building Inspector or NFPA

Certified Building Inspector or Building Inspector (Combination Inspector)

(b) ICC Commercial Electrical Inspector or NFPA

Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)

(c) ICC Commercial Plumbing Inspector or IAPMO

Plumbing Inspector or Plumbing Inspector (Combination Inspector)

(d) ICC Permit Technician

(e) ICC Accessibility Inspector/Plans Examiner

(f) ICC Residential Combination Inspector

(g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner

(h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist

(i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector

(j) PC 832, Arrest Search and Seizure

(k) CACE Code Enforcement Officer

(l) ICC Zoning Inspector or AACE Zoning Officer

(m) ICC Commercial Energy Inspector

(n) ICC Commercial Energy Plans Examiner

(o) ICC Residential Energy Inspector/Plans Examiner

(p) ICC Structural Masonry Inspector

(q) ICC Steel and Welding Special Inspector

(r) ICC Pre-stressed Concrete Special Inspector

(s) ICC Certified Building Official

(t) AA degree in Building Inspector Technology

(u) ICC Commercial Mechanical Inspector or

IAPMO Mechanical Inspector or

ICC Mechanical Inspector

(v) ICC Housing Code Official or

AACE Code Enforcement Administrator

(w) ICC Property Maintenance and Housing Inspector

(x) ICC Electrical Plans Examiner

(y) ICC Plumbing Plans Examiner

(z) ICC Building Code Official

(aa) ICC Electrical Code Official

(bb) ICC Mechanical Code Official

(cc) ICC Plumbing Code Official

(dd) ICC Master Code Professional

(ee) ICC Reinforced Concrete Special Inspector

(ff) NFPA Certified Fire Plan Examiner I

(gg) Construction Technology Certificate from an accredited College (minimum of 30 Units of Construction Technology curriculum)

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of $300.00 for ten (10) certificates.

c. Code Enforcement Certificate Pay

(1) Employees in the classification of Code Enforcement Officer who are required to maintain, or who obtain for City benefit, shall receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Zoning Inspector or AACE

(b) ICC Property Maintenance & Housing Inspector or AACE

(c) Public Health Vector Control Certification

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of ninety dollars ($90) per month for possession of a maximum of three (3) certifications.

d. Where the City requires that employees maintain licenses and/or certifications, the Department Head or designee may consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications. This Section shall not apply to driver licenses.

13.8 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 for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

13.9 TRAVEL FOR TRAINING

When an employee is required to attend training that necessitates travel outside of the City of Sacramento metropolitan area, the employee may claim travel time while driving to and from the training. Travel on public transportation may be accomplished during the work shift but is not overtime if it continues beyond the shift. Overnight stays for training out of the area are paid for based on an eight (8) or ten (10) hour day as applicable, and shall not generally result in overtime.

13.10 POLICE RECORDS SPECIALIST AND PROPERTY ASSISTANT INCENTIVES

a. Effective June 25, 2005, a Police Records Specialist I/II/III or Senior/Property Assistant with a bachelor's degree (BA or BS) or higher from an accredited college or university, and three (3) years of City service, shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 25, 2005, a Police Records Specialist I/II/III or Senior/Property Assistant with an associate's degree (AA or AS) from an accredited college or university, and three (3) years of City service, shall receive an educational incentive of two and one-half percent (2½%) above base salary.

c. An employee is eligible to only one of the above educational incentives.

d. The incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Personnel Services Division of the Police Department.

13.11 ARMORER CERTIFICATION PAY

a. Career employees in the classifications of Property Assistant and Senior Property Assistant who perform the full-time duties of an armorer shall receive ten percent (10%) Armorer Certification Pay.

b. Career employees in the classifications of Property Assistant and Senior Property Assistant who perform the duties of a relief armorer shall receive five percent (5%) Armorer Certification Pay.

## ARTICLE 14 – TRANSPORTATION

14.1 GENERAL

It is the understanding of the parties that the City retains the right to eliminate, at any time, the overnight retention of City vehicles for employees in the Units represented by the Union upon fifteen (15) days notice to the employee.

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

a. The City has the right to offer one of the following mileage reimbursements to individual employees who use their personal vehicles for City business:

(1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or

(2) Monthly vehicle allowance at one of the following rates:

| Average Miles Per Month | Monthly Vehicle Allowance |
|---|---|
| 400 | $160 |
| 200 | $100 |
| 100 | $50 |

b. If a personal vehicle was not a condition of employment, individual employees have the right to refuse to use their personal vehicles for City business.

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

The City will review the processing for bus passes to simplify purchase and will seek to establish alternate location(s) for purchase of RT passes and/or payroll deduction procedures to purchase such passes.

b. Other Bus Transportation

Effective November 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-

time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

a. In those classifications which require a commercial driver license, employees hired on or after October 20, 1990, shall be required to possess the appropriate valid commercial California driver license and endorsements as a condition of continued employment.

b. An employee who was hired prior to October 20, 1990, who is unable to qualify for the required commercial license with endorsements but is able to maintain a Class "C" license shall be transferred to an alternate assignment and shall have his/her salary reduced by 2.5% until such time as he/she obtains the required license with endorsements. Such reassignment and reduction in salary shall not be subject to the grievance procedure nor be disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the employee obtains the required license with endorsements, such employee shall be transferred back to his/her previous assignment and shall have his/her salary restored to the same step in the salary range that he/she occupied prior to the transfer and salary reduction.

c. An employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license, shall not have his/her salary reduced by 2.5%. The City shall attempt to make reasonable accommodation for such employee.

d. If there are insufficient number of volunteers for positions which have a mandatory/some assignments driver license requirement, the City shall assign qualified employees by inverse order of seniority. The City reserves the right to assign employees where there are more volunteers than positions.

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces ~~on the fifth and sixth floors of~~ in the Memorial Garage, located at 14th and H Streets, ~~City Hall Parking Garage~~ at seventy percent (70%) of the regular monthly Memorial Garage ~~City Hall Parking Garage~~ rate. This means that the employee

discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

## ARTICLE 15 – LAYOFF

15.1 PURPOSE

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

15.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority shall be mutually established by the City and Union. For those classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted:

(a) classification seniority in any higher classification, and

(b) previous classification seniority in the job classification in which the employee is currently working, and

(c) present time spent in the job classification in which the employee is currently working.

For a part-time career employee, classification seniority shall be prorated.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

For a part-time career employee, City seniority shall be prorated.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 15.3(b)(4) of this Article.

d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladders are as set forth in Exhibit A to this Agreement.

e. Permanent Status For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification. An employee in an exempt classification represented by the Union shall be considered a permanent employee under this Article.

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

g. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

(1) The Departments of General Services and ~~Transportation~~ Public Works shall be considered a single department.

(2) The Department of Utilities shall be considered a single department.

(3) The Departments of Parks and Recreation; Community Development; Economic Development; and Convention, Culture and Leisure shall be considered a single department.

(4) The Departments of Police, Fire, Information Technology, Finance, and Human Resources shall be considered a single department.

(5) The Charter Offices of the City Attorney, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

A function that is assigned to work in a different department as part of an inter-departmental project, but continues to be funded from the original department (op-conned), remains a part of the original department for the purpose of layoff.

Any future departmental reorganization shall be effective for purposes of layoff only after one year from implementation. At the request of the Union, the City agrees to discuss such reorganization at the time of implementation to review the placement of the reorganized function, and the application and impact of this Section, if any.

15.3 PROCEDURE

a. Non-Career Employees

(1) When a layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in

which that job classification is found shall be laid off first, except in the Solid Waste and Parking functions. In these functions, the City may continue working non-career Parking Lot Attendants and up to twenty-five (25) non-career Sanitation Workers regardless of any career employees who may be laid off in the regression ladder in which these job classifications fall~~s~~. Career Sanitation Workers subject to layoff shall have the right to bump into the non-career classifications.

(2) Non-career employees shall be laid off in the order provided by established Department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be laid off in such order as the Department Head shall provide. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder in the Department have been laid off.

b. Career Employees

(1) Within each job classification in each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Board Rules and Regulations. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent

employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.

(4) A career employee in an unrepresented classification contained in classification group 49 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.

(5) Any permanent employee currently working in a classification contained within classification group 48 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 47, or classification group 48. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.

(6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within 48 hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employees shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.

(8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. <u>Notice of Layoff</u>

In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed

appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

## 15.4 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2 "Advancement in Rate of Compensation" with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in the current salary schedule.

## 15.5 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the ~~Personnel Services~~Benefits Division, Department of Human Resources, at the request of laid-off employees.

15.6 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the order of City service seniority, beginning with the employee with the greatest City service seniority. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of five (5) years from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. If, however, a permanent employee has been recalled or downgraded but has not been recalled to the classification in which permanent status is held within the five (5) year period, said employee shall continue to possess recall rights back to the classification in which permanent status is held, and to any other classifications in the employee's regression ladder which are lower than the classification in which permanent status is held and higher than the classification in which the employee was working at the expiration of the five (5) year period. If said employee is recalled to a classification higher in his/her regression ladder than the employee was working at the expiration of the five (5) year period, the employee shall serve the complete probationary period in such higher classification. If said employee fails to satisfactorily complete the probationary period he/she shall return to the next highest classification in the applicable regression ladder in which a vacancy exists and shall gain permanent status in such classification. In no event shall the employee be required to return to a classification lower than that from which he/she left to take the probationary appointment. Said employee shall then continue to possess recall rights to any higher classification in his/her regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck

unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 15.2(b) of this Article.

d. A non-career employee (+1,040) laid off pursuant to Section 15.3(a)(1) shall have recall rights back to the job classification from which he/she was laid off for a period of two (2) years. The order of recall shall be as provided in established department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be recalled in such order as determined by the Department Head. No such non-career employees shall be hired or recalled to any regression ladder until such time as all career employees have exhausted or lost their recall rights back to that regression ladder. Non-career (-1,040) employees shall have no recall rights.

e. Career employees holding recall rights may be offered a non-career job of less than 1,040 hours annually, and if said career employee accepts or refuses such non-career jobs of less than 1,040 hours it shall have no effect on said career employee's normal recall rights.

15.7 GENERAL

a. A seniority list shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each Department and copies made available for ready inspection. A copy shall be furnished free of cost to the Union each September.

b. The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off. Said list shall be known as a Recall List and shall be updated as necessary.

c. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.

d. The parties shall have the further right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Units

represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

e. Any grievance filed regarding this Article shall be submitted directly to the third step of the grievance procedure as set forth in Article 5.

## ARTICLE 16 – WORK SHARING PROGRAM

16.1 WORK SHARING PROGRAM

The City may establish a work sharing program in accordance with the provisions of this Article.

a. The City will decide the classification and positions which are feasible for a work sharing program. The Union will have the opportunity to make suggestions.

b. The program is voluntary.

c. Two (2) employees in the same classification who voluntarily agree shall equally share work hours of one full-time position in a bi-weekly pay period. The program is limited to full-time permanent civil service employees in the same classification and same work unit, except the City may hire a part-time employee to implement or continue the work sharing arrangement in those cases where only one full-time permanent civil service employee voluntarily agrees.

d. Participating employees will receive pro rata benefits, including pro rata City insurance contribution and retirement, and pro rata seniority accrual.

e. A work sharing arrangement may be terminated by the City or by either of the two (2) employees upon submission of written notice to the other parties. Upon receipt of the written notice, the work sharing arrangement will be terminated on a date mutually acceptable to the City and the two (2) employees or thirty (30) calendar days from the date of written notice, whichever occurs first. This option shall apply for the first nine (9) months of the work sharing arrangement. Thereafter, the City may terminate the work sharing arrangement at its discretion.

f. Classification seniority shall prevail, if necessary, upon return to a full-time position or in the event of layoff.

g. The Union District Representative or designee shall have the opportunity to attend the meeting between the City and the two employees at the time the decision is to be made on the work sharing arrangement.

h. The parties agree that the work sharing plan will be reviewed after a two (2) year trial period at which time either party may terminate the plan by serving written notice on the other party within thirty (30) calendar days of the review date.

## ARTICLE 17 – UNIFORMS AND COVERALLS

17.1 UNIFORMS

a. City-Provided Uniforms

(1) The City agrees to provide uniforms for employees who are required to wear uniforms.

(2) All employees covered by this Agreement and occupying classifications in the Operations and Maintenance Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

(3) The value of uniforms provided by the City shall be reported as compensation at the rate of five dollars ($5.00) bi-weekly to the Public Employees Retirement System (PERS).

(4) All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Solid Waste Gloves

Employees in the Solid Waste Division who wear gloves as part of their duties shall be permitted not more than six (6) pairs per fiscal year. Two (2) pairs of rubber gloves, as needed, shall be provided but will be included in the six (6) pair yearly maximum.

c. Uniform Allowance

(1) New employees hired into classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars ($250) for the purchase of the necessary uniform, including but not limited to requisite footwear.

(2) Thereafter, employees shall receive a uniform allowance of twenty dollars ($20) bi-weekly for uniform maintenance and replacement, except Parking Enforcement Officers and Assistant Code Enforcement Officers who shall receive twenty-two dollars ($22) bi-weekly.

(3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

## 17.2 COVERALLS

a. Employees in the classifications of Building Inspector I, II, III and IV shall be supplied with one pair of coveralls. Employees shall be responsible for the laundry, maintenance, and repair of such coveralls. Replacement of unserviceable coveralls shall be the responsibility of the City.

b. Employees in the classification of Animal Care Technician will be supplied with six (6) pairs of coveralls per week as a City-provided uniform.

## 17.3 FOUL WEATHER GEAR

a. Employees in the classification of Animal Control Officer shall be supplied with one foul weather jacket.

b. Employees in the classification of Sanitation Worker I/II/III shall be supplied with one safety jacket.

c. Employees in the following classifications whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket:

(1) Park Maintenance Worker I/II/III

(2) Senior/Tree Pruner I/II

(3) Senior/Tree Maintenance Worker

(4) Traffic Control and Lighting Technician I/II

(5) Code Enforcement Officer

(6) Survey Party Chief

(7) Engineering Aide I/II assigned to survey crews

(8) Water Quality Lab Technician assigned to field testing

(9) Animal Care Technician

(10) Parking Meter Coin Collector

(11) Traffic Investigator I/II/III

(12) Arborist/Urban Forester

(13) Building Inspector 1/2/3/4

(14) Senior/Building Maintenance Worker

(15) Construction Inspector I/II/III

(16) Senior/Electronic Maintenance Technician I/II

(17) Instrument Technician I/II

(18) Senior/Maintenance Worker

(19) Marina Attendant

(20) Parking Meter Repair Worker

(21) Zoo Attendant I/II

(22) Greenskeeper

(23) Zoning Investigator

(24) Landfill Engineering Technician

(25) Utility Services Inspector

(26) Street Construction Equipment Operator/Laborer/Laborer Trainee

d. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

17.4 SUMMER WEAR

Employees in the following classifications shall have the option to wear summer shorts and shoes between May 1 and September 30:

Parking Meter Coin Collector
Parking Meter Repair Worker
Parking Lot Attendant
Senior Parking Lot Attendant
Parking Enforcement Officer

Employees will adhere to the appropriate departmental uniform policy and will be responsible for the purchase and maintenance of the shorts and shoes, and other uniform articles if required.

17.5 FORENSIC INVESTIGATORS

Employees in the classifications of Forensic Investigators I, II, and Lead Forensic Investigator will be provided, at the employee's option, with either working uniforms or working smocks. The number of uniforms will be 5-5-1. Employees will be required to wear appropriate civilian attire when appearing in court.

17.6 UNIFORM VESTS - RELIEF COMMUNITY CENTER ATTENDANTS

Uniform work vests will be provided to non-career (relief) Community Center Attendants under the following conditions:

a. Employees shall be responsible for the laundering of such work vest.

b. The vests are the property of the Convention, Culture & Leisure Department and remain so at all times. Repair and replacement of unserviceable vests shall be the responsibility of the City.

17.7 PROPERTY ASSISTANTS

a. Employees in the classifications of Property Assistant and Senior Property Assistant shall receive a uniform allowance of twenty-two dollars ($22.00) bi-weekly. Employees who receive uniform allowance shall be responsible for the laundry, maintenance, and repair of their uniforms. Replacement of unserviceable uniforms shall be the responsibility of the employee.

b. Property Assistants and Senior Property Assistants who are required to wear a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

17.8 ANIMAL CARE TECHNICIANS AND ANIMAL CONTROL OFFICERS

a. Employees in the classification of Animal Care Technician shall be provided with six (6) tops/shirts and five (5) pair of pants for each employee.

b. Employees in the classification of Animal Control Officer shall be provided with six (6) tops/shirts and six (6) pair of pants for each employee.

c. Employees who are provided uniforms pursuant to this section shall be required to maintain the uniform in a clean, presentable, professional condition. When necessary, the Department shall replace tops and/or pants via the selected vendor(s) at Department expense.

d. Employees provided uniforms pursuant to this section shall not be eligible for uniform allowance provided in Section 17.1(c)(2).

## ARTICLE 18 – SAFETY SHOES AND SAFETY GLASSES

18.1 SAFETY SHOES AND SAFETY CLIMBING BOOTS

a. Except for employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner, where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe, inserts, and/or repairs to safety shoes up to a

maximum of $200.00 per pair, or up to a maximum of $250.00 per pair if special order is required, and generally, no more than two (2) pair per fiscal year.

Employees may initially request two (2) pairs of shoes at the same time. Employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner shall be required to wear safety climbing boots as a condition of employment. In such case, the City shall reimburse said employee for the cost of acceptable safety climbing boots up to a maximum of $325.00 per pair. A second pair of climbing boots shall be provided to employees upon completion of probation and thereafter, generally not more than one pair per fiscal year.

b. To be eligible for reimbursement under this Section, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes or safety climbing boots and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. At the discretion of the supervisor, in lieu of a new pair of climbing boots, the City will reimburse employees for repair and refurbishing of the normal wear and tear on the safety climbing boots.

c. Except as provided above, safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.

d. The City maintains the right to specify the type of required safety shoe or safety climbing boots.

18.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. The City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of $125.00 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

18.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

a. The City agrees to repair or replace prescription safety glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the city of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Article. All costs to update the prescription shall be borne by the employee.

## ARTICLE 19 – SAFETY

19.1 SAFETY ADVISORY COMMITTEE

The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Union; and the employees and the Union agree that they will direct their safety recommendations and ideas to the City. To facilitate this process, a Safety Advisory Committee consisting of four (4) representatives of the City and four (4) representatives of the Union shall meet every three (3) months to consult on such safety matters. Up to four (4) career Union representatives may attend such meetings without loss of pay or benefits.

~~19.2 ACCIDENT REVIEW BOARD IN STREET MAINTENANCE~~

~~The parties agree that the penalties established in the rules and regulations of the Accident Review Board in Street Maintenance Division will be terminated on the effective date of this Agreement. Penalties for chargeable accidents will be determined by management. The sole function of the Accident Review Board shall be to establish whether a vehicular accident is chargeable or non-chargeable. The four-member Accident Review Board shall consist of one Division manager, two (2) Division supervisors, and one Division shop steward. Accordingly, the Board shall revise its rules and regulations to reflect this limited function.~~

19.2~~3~~ NON-FAULT VEHICULAR ACCIDENTS

At the request of an employee who was involved in a non-fault vehicular accident while performing City work, the City will provide a letter to the employee stating the accident was non-fault.

## ARTICLE 20 – DISCIPLINE

20.1 DISCIPLINE

a. For non-career employees in career classifications and those not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Appeals of discipline filed prior to the effective date of the agreement, shall continue to be processed under Civil Service Rule 12. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

b. Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure. However, disciplinary action shall be grievable for non-career employees who have worked in excess of 1,040 hours since their last date of hire. Hours worked as a Career Development Trainee shall not count towards the 1,040 hours needed to qualify to appeal discipline.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working 1,040 hours without right of appeal. Such release shall be confirmed in writing.

20.2 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 20, 1990, 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 Human Resources. 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. This Section shall not be subject to the Grievance Procedure.

b. ~~Such letter~~A letter of reprimand issued after October 20, 1990, 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.

~~b.~~c. A letter of reprimand issued prior to October 20, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

20.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

20.4 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After a~~n~~ disciplinary appeal ~~from (of?) discipline~~ has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board.

j. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline arbitration hearing held pursuant to this procedure.

The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision."

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

20.5 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to select a hearing procedure (arbitration hearing or administrative hearing), select an arbitrator, schedule a hearing, or otherwise participate in the appeal process.

## ARTICLE 21 – CLASSIFICATION AND PAY

21.1 NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Units covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the Union, the fifteen (15) day period will be extended by an additional ten (10) days.

b. The Union and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board. The Union and the City shall follow provisions of applicable state law and the City's Employer-Employee Relations

Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.

c. The Union shall have the right to file an appeal to the Civil Service Board regarding job classification.

d. The City shall submit all job announcements for positions covered under this Agreement to the Union not less than five (5) days prior to publication by the City.

e. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

21.2 STAFF AIDE POSITIONS

The classification of Staff Aide may be used when an interim classification is needed pending establishment of a regular classification. A Staff Aide may be employed for a maximum period of twelve (12) months. The salary for Staff Aide shall be established by the City at the time of hire.

21.3 LIMITED-TERM APPOINTMENTS

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

a. The employee is not laid off after the expiration of the initial twelve-month appointment; and

b. The employee continues to be benefit-qualified for the duration of the extended appointment.

## ARTICLE 22 – MISCELLANEOUS

22.1 CIVIL SERVICE RULES

In the event that any Civil Service Board Rules or Regulations are in conflict with this Agreement, the Agreement shall apply.

22.2 FILLING PERMANENT VACANCIES

a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days which shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill

said vacancy. The manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term “first consideration” does not mean that employees requesting transfer to the vacant position have first priority to the job or require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

b. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. A vacancy or vacancies resulting from an assignment made hereunder may not be subject to this procedure.

e. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational and personnel needs of the departments.

f. This Section does not apply to non-career employees.

22.3 TEMPORARY ASSIGNMENT AND SHIFT CHANGES

a. When a temporary assignment arises within twenty-four (24) hours of the shift, the supervisor shall assign an employee to cover the work as required by the needs of the operation.

b. When a temporary assignment arises within the pay period and there is advance notice of the assignment, the supervisor may solicit and select from qualified volunteers provided that there is no disruption in meeting the business needs of the operation. If there are no volunteers, the supervisor shall designate an employee to work the assignment.

c. When a long-term temporary assignment arises with a minimum of fifteen (15) days advance notice, the type of work and duration shall be posted for three (3) days. The supervisor shall solicit and select from qualified volunteers provided that there is no disruption in meeting the business needs of the operation. If there are no volunteers, the supervisor shall designate an employee to work the assignment.

d. To the extent possible, the supervisor will seek to distribute temporary assignments among all qualified employees.

e. There are operations with multiple functions which may be assigned and/or reassigned based on the function priority and operational need of the organization. Insofar as it is reasonable, the expressed assignment preferences of employees shall be considered when making such assignments/reassignments provided that there is no disruption in meeting the business needs of the operation.

f. Every effort will be made to give employees as much notice as possible for any temporary change of assignment or shift.

## 22.4 PROMOTION FROM WITHIN

In accord with Article VII, Section 84 of the Charter of the City of Sacramento, the City does hereby reaffirm its policy to promote from within whenever possible.

## 22.5 CONSOLIDATION

Prior to entering into an Agreement to consolidate any City function which includes employees represented by Local 39 as the recognized employee organization, the City shall meet with the Union in an attempt to resolve employee problems.

## 22.6 WORKERS COMPENSATION

In recognition of the three (3) calendar day waiting period for temporary disability payments required by the Labor Code for Workers Compensation, a non-career (+1,040) employee with three (3) months, or more, of continuous service may apply available sick leave during such waiting period to the extent that his/her weekly income (salary, sick leave and/or disability payments) does not exceed earnings for scheduled hours during a given workweek. If sick leave is not available for all or part of the three (3) calendar day waiting period, for those days payment(s) for which sick leave is not available will be made by the City based on applicable temporary disability payment amounts, as provided by the Labor Code, for such waiting period.

## 22.7 NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee for Union activity, race, creed, religion, sex, age, handicap, or the exercise of their rights pursuant to Section 3502 of the Government Code.

## 22.8 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## 22.9 EMPLOYEE PERFORMANCE EVALUATIONS

a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.

b. An employee in a classification requiring a twelve (12) month probationary period shall receive no less than four (4) performance evaluations, at reasonable intervals, during the probationary period.

c. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

(1) Write a rebuttal statement for attachment to the performance evaluation form; and

(2) Informally appeal to the supervisor of the reviewer, but in no case higher than the Department Head.

d. Appeals on employee performance evaluations are not subject to the grievance procedure.

22.10 TELEWORK PROGRAM

The City may establish for the term of this Agreement a TeleWork program for represented employees in accordance with the City's present TeleWork Program with the following exceptions:

a. The City will decide the classifications and positions which are feasible for a Tele Work program. The Union may recommend classifications and positions for inclusion in telework.

b. The Union representative or designee shall have the opportunity to attend the meeting between the City and the employee at the time of the decision on a telework arrangement.

c. A telework arrangement may be terminated by the City or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the telework arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement.

22.11 CONTRACTING-OUT

a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

22.12 VIDEO DISPLAY TERMINALS

a. Except for critical work situations in the Communications Center and City emergencies, employees assigned to video display terminals shall be provided with alternate work so they will not be required to work continuously on such terminals more than sixty (60) consecutive minutes. This provision is not intended to provide for additional break periods.

b. Employees operating video display terminals experiencing glare problems should notify their immediate supervisor who will contact the City Safety Officer. The Safety Officer will visit the worksite and take the necessary corrective action.

## 22.13 STRIKES AND LOCKOUTS

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

Further, the City shall have the right to deny all usage of sick leave by any employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

## 22.14 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. The employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

## 22.15 BLOOD BANK TIME

a. The City shall establish a blood bank account with the Sacramento Medical Foundation Blood Center.

b. An employee shall be permitted time off without loss of compensation to donate blood during duty hours when a mobile blood unit vehicle is located at the employee's worksite. Time off shall only be granted if work activities are not unduly disrupted. Such paid time off shall not exceed thirty (30) minutes per blood donation, unless extended by City management on a case-by-case basis.

c. Time off without compensation shall be permitted during duty hours in the event an employee wishes to donate blood at the office of the Blood Center. In such case, the employee may be permitted to use paid accrued vacation, CTO or holiday time.

d. This provision is not intended to authorize any overtime compensation.

## 22.16 EMERGENCY RESPONSE

a. Employees may be assigned and/or reassigned for emergency reasons including, but not limited to, storm duty. In consideration of the individual employee’s safety and sleep needs, the number of additional hours which an employee may work, and the time off between hours worked shall be established jointly by the supervisor and employee. The supervisor may determine that an employee is to be released from the shift when, in the judgment of the supervisor, the employee is no longer capable of performing the job safely.

b. In consideration of employee safety, if the emergency response is prolonged, the supervisor will provide appropriate break times and areas, available

emergency equipment, reporting responsibilities and other necessary support to allow the employee to perform effectively in the emergency.

c. Where feasible, the City will allow employees not assigned to traditional emergency operations to volunteer to serve in an emergency capacity and to be trained for such assignments. The employee who volunteers for these assignments will be paid at their regular hourly rate of pay for such assignments without regard to the duties performed, and shall be utilized as needed to fill in for or supplement employees regularly assigned to the operation.

d. Nothing in this Section shall be construed to limit management's right to assign or reassign employees in an emergency.

## 22.17 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, 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. The time period may be extended by a signed agreement between the City and the employee.

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.

## 22.18 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System (PERS) Plan:

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

b. Effective June 30, 2012, employees shall pay the seven percent (7%) miscellaneous member contribution to the PERS retirement plan.~~The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution for Sacramento City Employees Retirement System members, one hundred dollars ($100.00) monthly as an add-on to the City's health and welfare contribution (City dollars).~~

~~b.~~c. Effective as soon as administratively possible, the City shall amend its contract with PERS to provide a benefit formula of 2% at age 60 for new employees hired on or after the date of the PERS contract amendment. If legally required, the plan shall be the same as other PERS miscellaneous employees and shall include thirty-six (36) highest paid consecutive months of final compensation.

~~22.19 MODIFIED/ALTERNATIVE DUTY POLICY~~

~~The parties agree to a Modified/Alternative Duty Policy applicable to employees who have been injured on-the-job. The letter of understanding between the parties sets forth the details of the Modified/Alternative Duty Policy.~~

22.19 HEALTH RATE HOLIDAY/IN-LIEU OF HOLIDAY ~~(LOU Item #8)~~

a. During Fiscal Year 2012-13, the City shall provide three (3) months health and welfare payment "holidays," as specified in subsections (1) through (3) below. The first two (2) months shall be implemented as soon as administratively practicable in Fiscal Year 2012-13. The third month shall be implemented in May of 2013.

(1) For full-time career employees who waive City-sponsored health insurance or are enrolled in a City-sponsored health plan for employee only, the amount shall be $200 per month.

(2) For full-time career employees enrolled in a City-sponsored health plan for employee plus one dependent, the amount shall be $370 per month.

(3) For full-time career employees enrolled in a City-sponsored health plan for employee plus two dependents, the amount shall be $423 per month.

b. The monthly amounts indicated above shall be divided in half and paid on the first two (2) pay periods of each applicable month.

c. Part-time employees shall be prorated as indicated in 8.2(a).

~~22.20 PAID TIME OFF~~

~~Bargaining unit members shall receive forty (40) hours of Paid Time Off during fiscal year 2010-2011 and forty (40) hours of Paid Time Off during fiscal year 2011-2012. The Paid Time Off is to be used and scheduled like other time off (e.g., CTO, holiday time). Paid Time Off will have no cash value, will not create overtime and will have no expiration date.~~

~~22.21 FURLOUGH~~

~~For fiscal year 2010-2011 bargaining unit employees shall furlough the equivalent of one (1) day per month for eleven (11) months (88 hours per fiscal year) as approved by the City. For fiscal year 2011-2012 bargaining unit employees shall furlough the equivalent of one (1) day per month for twelve (12) months (96 hours per fiscal year). Furlough days may be taken individually or grouped around a holiday as approved by the City. In no case shall the furlough days scheduled around a holiday exceed one (1) furlough day per month. In addition, the City reserves the right to close down operations and designate the day of the month the furlough day will be taken if the City determines to shut down operations on that day. At the City's discretion, furlough may be taken in increments of not less than four (4) hours.~~

22.20~~2~~ LAYOFFS

a. There shall be no layoff of bargaining unit personnel for the period of July 1, 2012, to June 30, 2013, with the exception of the loss of external funding for specific positions or for employees exercising voluntary or involuntary return rights to previously held positions. The City shall give the Union a minimum thirty (30) calendar day notice of the loss of external funding prior to the effective date of layoff of any employees resulting from the loss of that funding.

b. Downgrades in the Solid Waste Division of the Department of General Services related to the elimination of the commercial business shall not be considered layoffs under this Section.

~~Effective August 6, 2010, and continuing until June 30, 2011, Local 39 bargaining unit members shall not be laid off except in the event of a fiscal emergency declared by the City Council in the Department of Utilities. If a fiscal emergency is declared and layoffs are needed, the City shall give the Union as much notice as possible.~~

22.21~~3~~ TERM

a. This Agreement shall remain in full force and effect from ~~June 19, 2010~~June 30, 2012, to and including ~~June 29, 2012~~December 27, 2013.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: ~~September 1, 2010~~June 26, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO

BY:_____
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

_____
JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

_____
~~MADISON BLAND~~TONY DeMARCO
PRESIDENT

_____
STEVE CROUCH
DISTRICT REPRESENTATIVE

_____
~~MARCIA MOONEY~~STEPHEN HATCH
BUSINESS REPRESENTATIVE

_____
SCHERITA V. ADAMS
BUSINESS REPRESENTATIVE

_____
~~LINDA NORMAN~~
~~BUSINESS REPRESENTATIVE~~

CITY OF SACRAMENTO

BY:_____
~~MARK GREGERSEN~~GERI HAMBY
DIRECTOR OF HUMAN RESOURCES~~DIRECTOR OF LABOR AND WORKFORCE STRATEGY~~

_____
~~GERI HAMBY~~MARK GREGERSEN
~~DIRECTOR OF HUMAN RESOURCES~~
CHIEF NEGOTIATOR

_____
~~TOSHA CHERRY~~SHELLEY BANKS-ROBINSON
INTERIM LABOR RELATIONS MANAGER

## EXHIBIT A – REGRESSION LADDERS

(Includes Flexibly Staffed Classifications)

UNITS
Operations & Maintenance
Office & Technical
Professional

1. Senior Electronic Maintenance Technician
   Electronic Maintenance Technician II/I/Trainee

2. Associate/Assistant/Junior Planner
   Development Services Technician III
   Development Services Technician II/I

3. Water Quality Chemist
   Water Quality Laboratory Technician

4. Senior Computer Operator
   Computer Operator II/I

5. Senior Data Entry Technician
   Senior Key Data Operator
   Data Entry Technician
   Key Data Operator I

6. Senior Maintenance Worker
   Maintenance Worker
   Security Guard

7. Water Conservation Specialist
   Utility Services Inspector
   Meter Reader
   Water Waste Inspector

8. Senior Revenue Services Representative
   Senior Customer Service Representative
   Revenue Services Representative/Trainee
   Customer Service Representative/Assistant/Trainee

9. Building Inspector 4
   Building Inspector 3/2/1
   Development Services Technician III
   Development Services Technician II/I

10. Construction Inspector III/II/I
    Engineering Aide II/I

11. Electrical Construction Inspector III/II/I

12. Storekeeper
    Stores Clerk II/I

13. Senior Personnel Transactions Coordinator
    Personnel Transactions Coordinator
    Clerk III
    Clerk II/I

14. Secretary
    Typist Clerk III
    Typist Clerk II/I

15. Stenographer Clerk III
    Secretary to the Planning Commission
    Stenographer Clerk II/I

16. Ticket Seller
    Cashier

17. Senior Central Services Assistant
    Central Services Assistant III/II/I
    Offset Equipment Operator

18. Senior Landfill Engineering Technician
    Senior Engineering Technician
    Engineering Technician III/II/I
    Engineering Aide II/I

19. Community Center Attendant II
    Community Center Attendant I
    Senior Custodian
    Custodian II
    Custodian I
    Security Guard

20. Accounting Technician
    Account Clerk II/I

21. Senior Property Assistant
    Property Assistant

22. Animal Control Officer
    Animal Care Technician

23. Motor Sweeper Operator
    Sanitation Worker III
    Sanitation Worker II/I
    General Helper

24. Program Coordinator
Program Developer
Program Leader
Child Care Assistant

25. Park Equipment Operator
Park Maintenance Worker III
Park Maintenance Worker II
Park Maintenance Worker I
Park Maintenance Worker

26. Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee

27. Senior Tree Pruner
Tree Pruner II/I/Trainee

28. Zoo Attendant II
Zoo Attendant I

29. Police Clerk III
Police Clerk II/I

30. Senior Parking Lot Attendant
Parking Lot Attendant

31. Parking Meter Coin Collector
Parking Enforcement Officer

32. Code Enforcement Officer
Assistant Code Enforcement Officer

33. Senior Claims Collector
Claims Collector

34. Senior Building Maintenance Worker
Building Maintenance Worker

35. Arts Program Coordinator
Arts Program Assistant

36. Telecommunications Systems Analyst III/II/I
Senior Telecommunications Technician
Telecommunications Technician II/I/Trainee
Communications Assistant

37. Graphic Designer
Graphics Assistant

38. Police Records Specialist III
Police Records Specialist II/I

39. Senior Utilities Customer Service Technician
Utility Customer Service Technician III
Utility Customer Service Technician II/I

40. Events Coordinator
Booking Coordinator

41. Senior Information Technology Support Specialist
Information Technology Support Specialist II/I/Information Technology Trainee

42. Surveillance Equipment Technician
Burglary/Robbery Alarm Inspector

43. Senior Departmental Systems Specialist
Departmental Systems Specialist II/I/Information Technology Trainee

44. Street Construction Equipment Operator
Street Construction Laborer/Trainee

45. Customer Service Specialist
Customer Service Representative/Assistant/Trainee
(Or the employee may be reinstated to the classification from which promoted or transferred)

46. Survey Technician II/I
Engineering Aide II/I

47. Lead Forensic Investigator
Forensic Investigator II/I

48. Bump to previously held classification's regression ladder (Classifications not in a regression ladder)

a. <u>Professional Unit</u>

Arborist/Urban Forester
Archivist
Art Museum Registrar
Geographic Information Systems Specialist III/II/I/Information Technology Trainee
Media Production Specialist II/I
Museum Registrar
Public Information Coordinator
Real Property Agent III/II/I

b. <u>Office and Technical Unit</u>

Architectural Technician III/II/I
Boutique Operator
Buyer II/I
Community Service Representative II/I
Elder Care Assistant

Office and Technical Unit (Continued)

Exhibits Coordinator
Facility Drawings Technician
Fingerprint Clerk
Fleet Management Technician
Information Technology Trainee
Landscape Technician II/I
Media and Computer Specialist
Microcomputer Systems Specialist
Neighborhood Resources Coordinator II/I
Senior School Crossing Guard
Service Contract Inspector
Traffic Investigator III/II/I
Transportation System Management Coordinator
Zoning Investigator

c. Operations and Maintenance Unit

Cultural Facilities Attendant
Golf Course Marshal
Greenskeeper
Instrument Technician II/I/Trainee
Irrigation Technician
Landfill Equipment Operator
Marina and Boating Facilities Attendant
Parking Meter Repairworker
Registered Veterinary Technician
Traffic Control and Lighting Technician II/I/Trainee

49. Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status

*******Administrative Analyst
***Administrative Assistant
***Administrative Assistant (Confidential/Exempt)
***Administrative Technician
***Administrative Technician (Confidential/Exempt)
***Applications Developer
***Data System Technician
***Deputy City Clerk
***Desktop Support Specialist
***Executive Assistant
*******Investigator (Exempt)
***LAN Administrator
***Legal Secretary
***Legal Staff Assistant
***Legal Staff Assistant (Exempt)
***Paralegal
***Payroll Technician

Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status (Continued)

***Personnel Technician
***Personnel Technician (Confidential)
*******Program Analyst
***Programmer
*******Senior Deputy City Clerk
***Senior Legal Staff Assistant
***Senior Staff Assistant
***Staff Assistant
***Staff Assistant (Exempt)
***Supervising Legal Secretary
***Systems Engineer
***Treasury Assistant
*******Workers Compensation Claims Representative

*** Unrepresented Confidential/Administrative
******* Exempt Management Support

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BETWEEN

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
OPERATIONS AND MAINTENANCE, OFFICE AND TECHNICAL
AND PROFESSIONAL UNITS

2012-2013

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Operations and Maintenance, Office and Technical, and Professional Units, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Operations and Maintenance, Office and Technical, and Professional Units shall be covered by this Agreement except as hereinafter provided. Additionally, any career employee covered by this Agreement who accepts a temporary appointment to a classification outside this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining units represented by the Union.

The following terms are defined as used throughout this Agreement:

Career Employees: Those employees having either probationary or permanent status in a classification covered by this Agreement.

Non-Career Employees: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore

have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

(+1,040): These non-career employees work, within one year of each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

(-1,040): These non-career employees work, within one year of each date of employment, 1,040 or less hours. Included in this category are all non-career employees who do not fall under the (+1,040) definition.

1.3 CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below Step 1, as applicable, of the salary range of the career classification, as shown in the current salary schedule. (For example, if the "1" step hourly rate of pay is $9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be $9.00 minus $.90 or $8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

## ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. This Agreement when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; (2) the service fees for non-members as set forth in Section 4.2 of this Agreement; and (3) the insurance premiums for City plans, not to exceed three (3) insurance deductions per member.

The City will deduct five dollars ($5) per month from the employee's wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee name and contribution amounts on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.

(3) Deductions and authorizations shall be separated by type of deduction (Union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.

(4) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.

(5) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues, service fees, or insurance premiums.

(6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(7) The City will remit to the Union a check for all of the deductions.

(8) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, service fee, assessment, or religious objection service fee payment that existed at the time of layoff, as appropriate.

4.2 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay

an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.

(2) No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

(3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.1. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighters Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

> "The Union certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.3 TIME OFF FOR UNION BUSINESS

City employees covered by this Agreement who are serving current terms as members of the Union's Local 39 Executive Board may be allowed three (3) days per month of City time to conduct Union business if such request is made by the Business Representative of Local 39 to the Director of Human Resources with at least forty-eight (48) hours advance notice. The Director of Human Resources shall have the right to deny such requests.

4.4 BULLETIN BOARDS

a. In addition to providing the Union with a locked bulletin board at City Hall, space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities

(2) Union steward elections

(3) Union appointments and results of Union elections

(4) Union meetings

b. Such other notices as may be mutually agreed upon by the Union and the Department of Human Resources. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be no larger than three (3) feet by four (4) feet.

4.5 LIST OF NEW EMPLOYEES

The Union will be given a list each month of career and non-career new hires, by name and department, appointed to classifications represented by the Union. The list will be made available in a timely manner after the first of each month.

4.6 STEWARDS

a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Human Resources, together with any changes thereto.

b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the City. The Union will not exceed a ratio of one (1) Steward to every fifty-five (55) represented employees.

c. Stewards shall not conduct Union or representational activities on City time unless prior approval is expressly granted by City management.

4.7 USE OF CITY INFORMATION SYSTEMS

a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for such mail shall contain the following information: Steward's name, Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of department management, have reasonable use of City email to fulfill their role as a Steward.

c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

The City and the Union agree to implement the following grievance procedure.

5.2 PURPOSE

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

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure, the term "party" means an employee, the Union, the City, or their authorized representatives.

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

5.4 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

d. The grieving employee's Division Head or designee shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The answer by the Division Head or designee shall include the following:

(1) a complete statement of the City's position and the facts upon which it is based;

(2) the remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The Union representative and designated Departmental representative will meet in an effort to settle the matter. The City's answer will be made five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

a. The Union's representative and the designated representative of the City will meet to hear a grievance appealed to the third step. Grievances of a general nature pertaining to matters not normally decided by Shop or Unit supervisory personnel may be presented directly to the third step.

b. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

c. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.7 ARBITRATION

If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

a. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5)

qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and employee.

d. The fees of the arbitrator and the court reporter if used will be borne equally by the Union and the City.

e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

f. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the thirty (30) day time limit for filing grievances may be extended.

g. If the City does not meet time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. The Union District Representative or designee shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

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

## ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

Employees shall be covered under the established salary range consisting of Steps 1 through the top step of the classification.

## ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has

extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointment to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

Except as provided herein, this Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in-Grade

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

c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.

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

## 7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

## 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

## 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

## 7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

## 7.7 SALARY CONTINUATION FOR ABSENCES FOR LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have his/her salary reduced that day due to insufficient accrued, usable leave. This provision shall apply only to employees in the Professional Unit.

## 7.8 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 six (6) or fewer 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) or more months is taken during any employment year, longevity payment in the July following shall be made on a pro rata 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 pro rata 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 pro rata 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 July following had employment continued, shall be forfeited, and there shall be no pro rata 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 8 – HEALTH AND WELFARE

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

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then toward the premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to $612 per month for 2012 and $664 per month for 2013 or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be $1200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

8.4 COVERED DEPENDENTS

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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent’s home, 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.

8.5 CASH-BACK LIMITS

The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a).

New employees or employees who are not receiving the cash-back as of June 29, 2012, shall not be eligible for the cash-back option.

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $40,000 City-sponsored term life insurance.

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall establish 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;

b. Unreimbursed health care expenses up to $4,800. Effective January 1, 2013, this amount shall be changed to $2,500, and may be adjusted each plan year effective each January 1; and

c. Dependent care reimbursement.

8.8 RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 per month for the retiree only or $365 per month for the retiree with dependents.

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 age fifty (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 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 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 (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 to 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 shall 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 8.9 after the expiration of this Agreement.

h. Elimination of Retiree or Survivors Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any of the benefits provided in this Section 8.8.

## ARTICLE 9 – HOURS OF WORK

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said seven (7) day period. This paragraph does not apply to non-career employees.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five eight (8) hour workdays, or a 9-80 workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the Union thirty (30) days in advance of implementation of the four ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Union.

c. All employees covered by this Agreement, except those employees on a straight eight (8) hour workday, shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the work shift. If an employee is required to work during his/her lunch period, and if no alternate lunch period is taken, at the approval of the employee's supervisor said time shall be compensated at the applicable overtime rate if the hours worked exceed that of his/her scheduled work shift. This paragraph does not apply to non-career employees.

d. Employees shall be given at least ten (10) workdays notice prior to a permanent change in their assigned hours of work. If an employee’s shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift. This paragraph applies to career employees and

to those non-career (+1,040) employees who have a permanent shift schedule. Every effort will be made to give employees as much notice as possible for any change of shift or days off.

9.2 REST PERIODS

a. Each employee covered by this Agreement will be afforded rest periods. These rest periods will be as currently administered by their respective departments.

b. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and Union agree otherwise in writing. Non-career employees shall be entitled to a fifteen (15) minute rest period during every four (4) hours of scheduled work.

c. The City shall notify employees or post in each work location a policy statement regarding when rest periods shall be taken. In the event it is deemed necessary to change an established rest period within a work organization, notification will be given to the Union prior to implementing such change.

9.3 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide program.

## ARTICLE 10 – OVERTIME COMPENSATION

10.1 OVERTIME

a. Employees required to work in excess of eight (8) hours per workday, forty (40) hours per workweek, or on a recognized holiday shall be compensated for such work time at one and one-half (1-1/2) times their regular rate of pay. Employees on a four ten (10) workweek shall be compensated at time and one-half for hours worked over ten (10) in a workday. If the overtime worked is not contiguous to the employee’s regularly scheduled work day, the employee will receive a minimum of two (2) hours of overtime.

b. Overtime compensation shall be paid by cash payment or with compensating time off (CTO) as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee.

c. Employees may accrue up to one hundred and sixty (160) 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.

d. Overtime work shall be distributed equally insofar as possible among qualified career employees engaged in the same activities or any one classification in accordance with the criteria established herein.

e. The City shall determine which employees are qualified for overtime based on the following factors:

(1) Employee classification

(2) Job location

(3) Shift

(4) Completion of started assignment

(5) Emergency

(6) Desire to work overtime

(7) Employee availability

f. The City shall review its distribution of overtime every three (3) months. It is understood that the nature of certain work assignments does not easily permit equal distribution of overtime, and in such cases exception may be made to equal distribution. Disputes over equal distribution of overtime may be resolved pursuant to the grievance procedure.

g. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

10.2 COURT OVERTIME

a. Court Overtime

(1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.

(2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.

(4) When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance. If the employee's court extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.

(6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. Telephone Standby Time

(1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor, of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for only those hours that the court is actually in session.

(2) There shall be no telephone overtime for an employee merely answering his/her personal telephone.

(3) This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

Notice of cancellation will be given to employees three (3) hours prior to court or at the end of last shift prior to court. In the event that such notice is given within the three (3) hours, employees will receive two (2) hours of overtime at the rate of time and one-half. Notification to employees prior to three (3) hours will eliminate overtime compensation.

## ARTICLE 11 – STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

### 11.1 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay. Non-career employees shall not be on call for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

b. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by the appointing authority.

c. If an employee is assigned to standby and receives telephone contacts, and is engaged in a problem resolution which exceeds fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater. Additional calls within the two-hour period are covered under that minimum time.

### 11.2 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

## ARTICLE 12 – LEAVES

12.1 HOLIDAYS

a. The following shall be the recognized holidays under this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Cesar Chavez's Birthday | 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 Day | 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 last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

(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:

| 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) Notwithstanding any provision of this Section, non-career (-1,040) employees who work in classifications which have only an hourly rate of pay as set forth in the current salary schedule shall not receive recognized or floating 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.

(3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

If an employee's scheduled 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.

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

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 Sections 12.1 (f) and (g), 12.2, and 12.3 below.

f. Holiday Benefit for Employees in Classifications Which Accrue Holiday Time

(1) The number of recognized holiday hours for full-time career employees in a classification designated to accrue holiday time shall be one hundred and twelve (112) per fiscal year accrued at the rate of 4 hours, 40 minutes per bi-weekly pay period.

(2) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee, shall accrue recognized holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the accrual of holiday time for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.

(3) The following classifications shall accrue holiday credit:

Property Assistant/Senior Property Assistant
Parking Lot Attendant/Senior Parking Lot Attendant

(4) Employees who accrue holiday time may accumulate holiday credit up to a maximum of eighty (80) hours. Thereafter, all accrued holiday time in excess of eighty (80) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate. Holiday credit may be taken by the employee at the discretion of the Department Head. Employees may use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, except those employees covered under subsection (f), employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career 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.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the floating holiday accrual for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.

(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 floating hours accrued and 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) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(3) Close Operations/Conversion of Floating Holiday

(a) The City may elect to close operations for a full day on Christmas Eve and New Year’s Eve and eliminate one floating holiday. The City agrees to meet and confer on the impacts associated with the implementation of the conversion of the floating holiday to the extent required by law.

h. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two four-

hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

12.2 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

(4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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, however, 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.

c. Vacation Scheduling

(1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern

where more than one employee bids for the same period. In case of a tie, the employee with the greatest amount of continuous City service shall be senior.

(2) Non-career (+1,040) employees shall be eligible to bid for vacation after all career employees have bid. Date of last hire shall determine seniority for non-career employees. Non-career employees shall bid for vacation on the basis of said seniority.

(3) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.

(4) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized representative. Such request shall not be unreasonably denied.

(5) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.

(6) An employee who has bid for and scheduled a vacation of forty (40) hours or more shall provide the Department with a minimum two (2) week notice of cancellation if they later decide not to take the time off. Unless there are operational staffing needs which preclude bidding the time off, the Department shall post the available time for employees to bid consistent with (c) (1) above.

(7) Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of one hour or more.

d. Notice of Loss of Vacation

All employees shall be notified in advance before losing accumulated vacation.

12.3 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 and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City eligible to accumulate sick leave credits shall in January 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 employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

b. <u>Sick Leave Cash-Out</u>

(1) PERS

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 total 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 total sick leave balance to service credit pursuant to the PERS contract with the City. All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

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

c. 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.

d. Utilization of Sick Leave

Use of sick leave is governed by Civil Service Board Rule 16, Attachment A to the Civil Service Board Rules and Regulations.

e. 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.

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

12.4 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or 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 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. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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 of 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 report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

12.5 PARENTAL LEAVE

a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave 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 during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995, must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995, must have completed at least 6,240 hours of 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.

(4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), 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.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

12.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, 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. A donor terminating for any reason shall be paid for pledged but unused leave time.

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 which 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; or

(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.

12.7 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.

## 12.8 FAMILY MEDICAL LEAVE

a. The federal and state medical leave acts are applicable to career and non-career employees who have completed the required 1,250 hours of employment prior to the time requested. The City uses a rolling period under the Acts, determining eligibility from the last date of FMLA leave, if applicable.

b. To apply for a leave the employee must complete the City leave request form available from the Department of Human Resources or the Department support staff. The employee must provide medical verification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.

c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation 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, federal and state FMLA leaves shall be used concurrently.

e. The City policy covering FMLA shall be applicable to all employees and may be obtained from the Department of Human Resources.

## 12.9 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balances with SDI:

(1) Sick Leave

(2) Personal Leave

(3) Compensating Time Off (CTO)

(4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

12.10 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee‘s spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

## ARTICLE 13 – SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. Departments may establish internal tracking and approval systems for out-of-classification pay administration.

b. Temporary work in a higher classification shall first be offered to qualified career employees who volunteer. If no career employee desires the temporary work in a higher classification, management may assign a career or non-career employee.

c. Management will seek to distribute temporary assignments in a higher classification among all qualified employees who volunteer, providing that to do so would not cause disruption to the operation.

d. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

13.2 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

13.3 FORENSIC IDENTIFICATION CERTIFICATION PAY

a. Career employees in the classifications of Forensic Investigator I and II who receive certification by the I.A.I. (International Association for Identification) as a Certified Forensic Artist shall receive five percent (5%) Forensic Artist Certification Pay.

b. Career employees in the classifications of Forensic Investigator II and Lead Forensic Investigator shall receive fifteen percent (15%) incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in the current salary schedule.

c. Career employees in the classifications of Forensic Investigator I, II, and Lead Forensic Investigator shall receive a five percent (5%) incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in the current salary schedule.

d. In order to be eligible for the Incentive Compensation Program, eligible employees who possess the Latent Print Examiner Certificate and/or the Bachelor's Degree must place it on file with the Police Department for verification and processing of the incentive compensation to be effective in the next bi-weekly pay period.

13.4 IRRIGATION SPECIALIST PAY

A Park Maintenance Worker II shall receive five percent (5%) additional pay when assigned in writing to perform the Irrigation Specialist duties including, but not limited to, installation and repair of irrigation systems and related "non-energized" equipment.

13.5 SPRAY CREW INCENTIVE

a. Effective October 20, 1990, employees in the classifications of Park Maintenance Worker I and Park Maintenance Worker II who are regularly assigned as members of the pesticide/herbicide spray crew and who possess a valid Qualified Application Certificate in the Right of Way, Landscape Maintenance, or Aquatic category shall receive an additional two and one-half percent (2-1/2%) pay during each full pay period when so assigned.

b. The Certificate is subject to renewal bi-annually. Any fees or other costs related to obtaining or renewing the Certificate are at employee expense. Training or examination time spent in obtaining the Certificate shall either be during non-working hours or while on approved personal leave, including vacation, CTO, or holiday time.

c. The incentive is payable only during those pay periods when a current valid certificate is on file in the Department of Parks and Recreation during the entire pay period.

## 13.6 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the City will provide the needed CEUs on-duty.

When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee to attend on City time. Such request shall not be unreasonably denied.

## 13.7 REQUIRED LICENSES AND CERTIFICATIONS

a. An employee who is required to maintain, or who obtains for City benefit, a crane or boom operator license, a notary registration, or a WC ISA certified tree worker or certified arborist shall receive a bi-weekly certification pay of fifteen dollars ($15).

b. <u>Building Inspector Certificate Pay</u>

(1) Employees in the classifications of Building Inspector 1, 2, 3, 4, and Development Services Technician I, II, III will receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Commercial Building Inspector or NFPA

Certified Building Inspector or Building Inspector (Combination Inspector)

(b) ICC Commercial Electrical Inspector or NFPA

Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)

(c) ICC Commercial Plumbing Inspector or IAPMO

Plumbing Inspector or Plumbing Inspector (Combination Inspector)

(d) ICC Permit Technician

(e) ICC Accessibility Inspector/Plans Examiner

(f) ICC Residential Combination Inspector

(g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner

(h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist

(i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector

(j) PC 832, Arrest Search and Seizure

(k) CACE Code Enforcement Officer

(l) ICC Zoning Inspector or AACE Zoning Officer

(m) ICC Commercial Energy Inspector

(n) ICC Commercial Energy Plans Examiner

(o) ICC Residential Energy Inspector/Plans Examiner

(p) ICC Structural Masonry Inspector

(q) ICC Steel and Welding Special Inspector

(r) ICC Pre-stressed Concrete Special Inspector

(s) ICC Certified Building Official

(t) AA degree in Building Inspector Technology

(u) ICC Commercial Mechanical Inspector or

IAPMO Mechanical Inspector or

ICC Mechanical Inspector

(v) ICC Housing Code Official or

AACE Code Enforcement Administrator

(w) ICC Property Maintenance and Housing Inspector

(x) ICC Electrical Plans Examiner

(y) ICC Plumbing Plans Examiner

(z) ICC Building Code Official

(aa) ICC Electrical Code Official

(bb) ICC Mechanical Code Official

(cc) ICC Plumbing Code Official

(dd) ICC Master Code Professional

(ee) ICC Reinforced Concrete Special Inspector

(ff) NFPA Certified Fire Plan Examiner I

(gg) Construction Technology Certificate from an accredited College (minimum of 30 Units of Construction Technology curriculum)

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of $300.00 for ten (10) certificates.

c. Code Enforcement Certificate Pay

(1) Employees in the classification of Code Enforcement Officer who are required to maintain, or who obtain for City benefit, shall receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Zoning Inspector or AACE

(b) ICC Property Maintenance & Housing Inspector or AACE

(c) Public Health Vector Control Certification

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of ninety dollars ($90) per month for possession of a maximum of three (3) certifications.

d. Where the City requires that employees maintain licenses and/or certifications, the Department Head or designee may consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications. This Section shall not apply to driver licenses.

13.8 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 for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

13.9 TRAVEL FOR TRAINING

When an employee is required to attend training that necessitates travel outside of the City of Sacramento metropolitan area, the employee may claim travel time while driving to and from the training. Travel on public transportation may be accomplished during the work shift but is not overtime if it continues beyond the shift. Overnight stays for training out of the area are paid for based on an eight (8) or ten (10) hour day as applicable, and shall not generally result in overtime.

13.10 POLICE RECORDS SPECIALIST AND PROPERTY ASSISTANT INCENTIVES

a. Effective June 25, 2005, a Police Records Specialist I/II/III or Senior/Property Assistant with a bachelor's degree (BA or BS) or higher from an accredited college or university, and three (3) years of City service, shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 25, 2005, a Police Records Specialist I/II/III or Senior/Property Assistant with an associate's degree (AA or AS) from an accredited college or university, and three (3) years of City service, shall receive an educational incentive of two and one-half percent (2½%) above base salary.

c. An employee is eligible to only one of the above educational incentives.

d. The incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Personnel Services Division of the Police Department.

13.11 ARMORER CERTIFICATION PAY

a. Career employees in the classifications of Property Assistant and Senior Property Assistant who perform the full-time duties of an armorer shall receive ten percent (10%) Armorer Certification Pay.

b. Career employees in the classifications of Property Assistant and Senior Property Assistant who perform the duties of a relief armorer shall receive five percent (5%) Armorer Certification Pay.

## ARTICLE 14 – TRANSPORTATION

14.1 GENERAL

It is the understanding of the parties that the City retains the right to eliminate, at any time, the overnight retention of City vehicles for employees in the Units represented by the Union upon fifteen (15) days notice to the employee.

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

a. The City has the right to offer one of the following mileage reimbursements to individual employees who use their personal vehicles for City business:

(1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or

(2) Monthly vehicle allowance at one of the following rates:

| Average Miles Per Month | Monthly Vehicle Allowance |
|---|---|
| 400 | $160 |
| 200 | $100 |
| 100 | $50 |

b. If a personal vehicle was not a condition of employment, individual employees have the right to refuse to use their personal vehicles for City business.

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

The City will review the processing for bus passes to simplify purchase and will seek to establish alternate location(s) for purchase of RT passes and/or payroll deduction procedures to purchase such passes.

b. Other Bus Transportation

Effective November 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-

time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

a. In those classifications which require a commercial driver license, employees hired on or after October 20, 1990, shall be required to possess the appropriate valid commercial California driver license and endorsements as a condition of continued employment.

b. An employee who was hired prior to October 20, 1990, who is unable to qualify for the required commercial license with endorsements but is able to maintain a Class "C" license shall be transferred to an alternate assignment and shall have his/her salary reduced by 2.5% until such time as he/she obtains the required license with endorsements. Such reassignment and reduction in salary shall not be subject to the grievance procedure nor be disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the employee obtains the required license with endorsements, such employee shall be transferred back to his/her previous assignment and shall have his/her salary restored to the same step in the salary range that he/she occupied prior to the transfer and salary reduction.

c. An employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license, shall not have his/her salary reduced by 2.5%. The City shall attempt to make reasonable accommodation for such employee.

d. If there are insufficient number of volunteers for positions which have a mandatory/some assignments driver license requirement, the City shall assign qualified employees by inverse order of seniority. The City reserves the right to assign employees where there are more volunteers than positions.

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage, located at 14th and H Streets, at seventy percent (70%) of the regular monthly Memorial Garage rate. This means that the

employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

## ARTICLE 15 – LAYOFF

15.1 PURPOSE

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

15.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority shall be mutually established by the City and Union. For those classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted:

(a) classification seniority in any higher classification, and

(b) previous classification seniority in the job classification in which the employee is currently working, and

(c) present time spent in the job classification in which the employee is currently working.

For a part-time career employee, classification seniority shall be prorated.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

For a part-time career employee, City seniority shall be prorated.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 15.3(b)(4) of this Article.

d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladders are as set forth in Exhibit A to this Agreement.

e. Permanent Status For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification. An employee in an exempt classification represented by the Union shall be considered a permanent employee under this Article.

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

g. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

(1) The Departments of General Services and Public Works shall be considered a single department.

(2) The Department of Utilities shall be considered a single department.

(3) The Departments of Parks and Recreation; Community Development; Economic Development; and Convention, Culture and Leisure shall be considered a single department.

(4) The Departments of Police, Fire, Information Technology, Finance, and Human Resources shall be considered a single department.

(5) The Charter Offices of the City Attorney, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

A function that is assigned to work in a different department as part of an inter-departmental project, but continues to be funded from the original department (op-conned), remains a part of the original department for the purpose of layoff.

Any future departmental reorganization shall be effective for purposes of layoff only after one year from implementation. At the request of the Union, the City agrees to discuss such reorganization at the time of implementation to review the placement of the reorganized function, and the application and impact of this Section, if any.

15.3 PROCEDURE

a. Non-Career Employees

(1) When a layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in

which that job classification is found shall be laid off first, except in the Solid Waste and Parking functions. In these functions, the City may continue working non-career Parking Lot Attendants and up to twenty-five (25) non-career Sanitation Workers regardless of any career employees who may be laid off in the regression ladder in which these job classifications fall. Career Sanitation Workers subject to layoff shall have the right to bump into the non-career classifications.

(2) Non-career employees shall be laid off in the order provided by established Department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be laid off in such order as the Department Head shall provide. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder in the Department have been laid off.

b. Career Employees

(1) Within each job classification in each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Board Rules and Regulations. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent

employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.

(4) A career employee in an unrepresented classification contained in classification group 49 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.

(5) Any permanent employee currently working in a classification contained within classification group 48 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 47, or classification group 48. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.

(6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within 48 hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employees shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.

(8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed

appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

15.4 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2 "Advancement in Rate of Compensation" with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in the current salary schedule.

15.5 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the Benefits Division, Department of Human Resources, at the request of laid-off employees.

15.6 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the order of City service seniority, beginning with the employee with the greatest City service seniority. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of five (5) years from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. If, however, a permanent employee has been recalled or downgraded but has not been recalled to the classification in which permanent status is held within the five (5) year period, said employee shall continue to possess recall rights back to the classification in which permanent status is held, and to any other classifications in the employee's regression ladder which are lower than the classification in which permanent status is held and higher than the classification in which the employee was working at the expiration of the five (5) year period. If said employee is recalled to a classification higher in his/her regression ladder than the employee was working at the expiration of the five (5) year period, the employee shall serve the complete probationary period in such higher classification. If said employee fails to satisfactorily complete the probationary period he/she shall return to the next highest classification in the applicable regression ladder in which a vacancy exists and shall gain permanent status in such classification. In no event shall the employee be required to return to a classification lower than that from which he/she left to take the probationary appointment. Said employee shall then continue to possess recall rights to any higher classification in his/her regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck

unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 15.2(b) of this Article.

d. A non-career employee (+1,040) laid off pursuant to Section 15.3(a)(1) shall have recall rights back to the job classification from which he/she was laid off for a period of two (2) years. The order of recall shall be as provided in established department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be recalled in such order as determined by the Department Head. No such non-career employees shall be hired or recalled to any regression ladder until such time as all career employees have exhausted or lost their recall rights back to that regression ladder. Non-career (-1,040) employees shall have no recall rights.

e. Career employees holding recall rights may be offered a non-career job of less than 1,040 hours annually, and if said career employee accepts or refuses such non-career jobs of less than 1,040 hours it shall have no effect on said career employee's normal recall rights.

15.7 GENERAL

a. A seniority list shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each Department and copies made available for ready inspection. A copy shall be furnished free of cost to the Union each September.

b. The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off. Said list shall be known as a Recall List and shall be updated as necessary.

c. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.

d. The parties shall have the further right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Units

represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

e. Any grievance filed regarding this Article shall be submitted directly to the third step of the grievance procedure as set forth in Article 5.

## ARTICLE 16 – WORK SHARING PROGRAM

16.1 WORK SHARING PROGRAM

The City may establish a work sharing program in accordance with the provisions of this Article.

a. The City will decide the classification and positions which are feasible for a work sharing program. The Union will have the opportunity to make suggestions.

b. The program is voluntary.

c. Two (2) employees in the same classification who voluntarily agree shall equally share work hours of one full-time position in a bi-weekly pay period. The program is limited to full-time permanent civil service employees in the same classification and same work unit, except the City may hire a part-time employee to implement or continue the work sharing arrangement in those cases where only one full-time permanent civil service employee voluntarily agrees.

d. Participating employees will receive pro rata benefits, including pro rata City insurance contribution and retirement, and pro rata seniority accrual.

e. A work sharing arrangement may be terminated by the City or by either of the two (2) employees upon submission of written notice to the other parties. Upon receipt of the written notice, the work sharing arrangement will be terminated on a date mutually acceptable to the City and the two (2) employees or thirty (30) calendar days from the date of written notice, whichever occurs first. This option shall apply for the first nine (9) months of the work sharing arrangement. Thereafter, the City may terminate the work sharing arrangement at its discretion.

f. Classification seniority shall prevail, if necessary, upon return to a full-time position or in the event of layoff.

g. The Union District Representative or designee shall have the opportunity to attend the meeting between the City and the two employees at the time the decision is to be made on the work sharing arrangement.

h. The parties agree that the work sharing plan will be reviewed after a two (2) year trial period at which time either party may terminate the plan by serving written notice on the other party within thirty (30) calendar days of the review date.

## ARTICLE 17 – UNIFORMS AND COVERALLS

17.1 UNIFORMS

a. City-Provided Uniforms

(1) The City agrees to provide uniforms for employees who are required to wear uniforms.

(2) All employees covered by this Agreement and occupying classifications in the Operations and Maintenance Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

(3) The value of uniforms provided by the City shall be reported as compensation at the rate of five dollars ($5.00) bi-weekly to the Public Employees Retirement System (PERS).

(4) All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Solid Waste Gloves

Employees in the Solid Waste Division who wear gloves as part of their duties shall be permitted not more than six (6) pairs per fiscal year. Two (2) pairs of rubber gloves, as needed, shall be provided but will be included in the six (6) pair yearly maximum.

c. Uniform Allowance

(1) New employees hired into classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars ($250) for the purchase of the necessary uniform, including but not limited to requisite footwear.

(2) Thereafter, employees shall receive a uniform allowance of twenty dollars ($20) bi-weekly for uniform maintenance and replacement, except Parking Enforcement Officers and Assistant Code Enforcement Officers who shall receive twenty-two dollars ($22) bi-weekly.

(3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

17.2 COVERALLS

a. Employees in the classifications of Building Inspector I, II, III and IV shall be supplied with one pair of coveralls. Employees shall be responsible for the laundry, maintenance, and repair of such coveralls. Replacement of unserviceable coveralls shall be the responsibility of the City.

b. Employees in the classification of Animal Care Technician will be supplied with six (6) pairs of coveralls per week as a City-provided uniform.

17.3 FOUL WEATHER GEAR

a. Employees in the classification of Animal Control Officer shall be supplied with one foul weather jacket.

b. Employees in the classification of Sanitation Worker I/II/III shall be supplied with one safety jacket.

c. Employees in the following classifications whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket:

(1) Park Maintenance Worker I/II/III

(2) Senior/Tree Pruner I/II

(3) Senior/Tree Maintenance Worker

(4) Traffic Control and Lighting Technician I/II

(5) Code Enforcement Officer

(6) Survey Party Chief

(7) Engineering Aide I/II assigned to survey crews

(8) Water Quality Lab Technician assigned to field testing

(9) Animal Care Technician

(10) Parking Meter Coin Collector

(11) Traffic Investigator I/II/III

(12) Arborist/Urban Forester

(13) Building Inspector 1/2/3/4

(14) Senior/Building Maintenance Worker

(15) Construction Inspector I/II/III

(16) Senior/Electronic Maintenance Technician I/II

(17) Instrument Technician I/II

(18) Senior/Maintenance Worker

(19) Marina Attendant

(20) Parking Meter Repair Worker

(21) Zoo Attendant I/II

(22) Greenskeeper

(23) Zoning Investigator

(24) Landfill Engineering Technician

(25) Utility Services Inspector

(26) Street Construction Equipment Operator/Laborer/Laborer Trainee

d. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

17.4 SUMMER WEAR

Employees in the following classifications shall have the option to wear summer shorts and shoes between May 1 and September 30:

Parking Meter Coin Collector
Parking Meter Repair Worker
Parking Lot Attendant
Senior Parking Lot Attendant
Parking Enforcement Officer

Employees will adhere to the appropriate departmental uniform policy and will be responsible for the purchase and maintenance of the shorts and shoes, and other uniform articles if required.

17.5 FORENSIC INVESTIGATORS

Employees in the classifications of Forensic Investigators I, II, and Lead Forensic Investigator will be provided, at the employee's option, with either working uniforms or working smocks. The number of uniforms will be 5-5-1. Employees will be required to wear appropriate civilian attire when appearing in court.

17.6 UNIFORM VESTS - RELIEF COMMUNITY CENTER ATTENDANTS

Uniform work vests will be provided to non-career (relief) Community Center Attendants under the following conditions:

a. Employees shall be responsible for the laundering of such work vest.

b. The vests are the property of the Convention, Culture & Leisure Department and remain so at all times. Repair and replacement of unserviceable vests shall be the responsibility of the City.

17.7 PROPERTY ASSISTANTS

a. Employees in the classifications of Property Assistant and Senior Property Assistant shall receive a uniform allowance of twenty-two dollars ($22.00) bi-weekly. Employees who receive uniform allowance shall be responsible for the laundry, maintenance, and repair of their uniforms. Replacement of unserviceable uniforms shall be the responsibility of the employee.

b. Property Assistants and Senior Property Assistants who are required to wear a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

17.8 ANIMAL CARE TECHNICIANS AND ANIMAL CONTROL OFFICERS

a. Employees in the classification of Animal Care Technician shall be provided with six (6) tops/shirts and five (5) pair of pants for each employee.

b. Employees in the classification of Animal Control Officer shall be provided with six (6) tops/shirts and six (6) pair of pants for each employee.

c. Employees who are provided uniforms pursuant to this section shall be required to maintain the uniform in a clean, presentable, professional condition. When necessary, the Department shall replace tops and/or pants via the selected vendor(s) at Department expense.

d. Employees provided uniforms pursuant to this section shall not be eligible for uniform allowance provided in Section 17.1(c)(2).

## ARTICLE 18 – SAFETY SHOES AND SAFETY GLASSES

18.1 SAFETY SHOES AND SAFETY CLIMBING BOOTS

a. Except for employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner, where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe, inserts, and/or repairs to safety shoes up to a

maximum of $200.00 per pair, or up to a maximum of $250.00 per pair if special order is required, and generally, no more than two (2) pair per fiscal year.

Employees may initially request two (2) pairs of shoes at the same time. Employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner shall be required to wear safety climbing boots as a condition of employment. In such case, the City shall reimburse said employee for the cost of acceptable safety climbing boots up to a maximum of $325.00 per pair. A second pair of climbing boots shall be provided to employees upon completion of probation and thereafter, generally not more than one pair per fiscal year.

b. To be eligible for reimbursement under this Section, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes or safety climbing boots and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. At the discretion of the supervisor, in lieu of a new pair of climbing boots, the City will reimburse employees for repair and refurbishing of the normal wear and tear on the safety climbing boots.

c. Except as provided above, safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.

d. The City maintains the right to specify the type of required safety shoe or safety climbing boots.

18.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. The City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of $125.00 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

18.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

a. The City agrees to repair or replace prescription safety glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the city of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Article. All costs to update the prescription shall be borne by the employee.

## ARTICLE 19 – SAFETY

19.1 SAFETY ADVISORY COMMITTEE

The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Union; and the employees and the Union agree that they will direct their safety recommendations and ideas to the City. To facilitate this process, a Safety Advisory Committee consisting of four (4) representatives of the City and four (4) representatives of the Union shall meet every three (3) months to consult on such safety matters. Up to four (4) career Union representatives may attend such meetings without loss of pay or benefits.

19.2 NON-FAULT VEHICULAR ACCIDENTS

At the request of an employee who was involved in a non-fault vehicular accident while performing City work, the City will provide a letter to the employee stating the accident was non-fault.

## ARTICLE 20 – DISCIPLINE

20.1 DISCIPLINE

a. For non-career employees in career classifications and those not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Appeals of discipline filed prior to the effective date of the agreement, shall continue to be processed under Civil Service Rule 12. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

b. Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure. However, disciplinary action shall be grievable for non-career employees who have worked in excess of 1,040 hours since their last date of hire. Hours worked as a Career Development Trainee shall not count towards the 1,040 hours needed to qualify to appeal discipline.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working 1,040 hours without right of appeal. Such release shall be confirmed in writing.

20.2 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 20, 1990, 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 Human Resources. 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. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand issued after October 20, 1990, 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.

c. A letter of reprimand issued prior to October 20, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

20.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

20.4 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After a disciplinary appeal has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board.

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

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision."

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

20.5 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to select a hearing procedure (arbitration hearing or administrative hearing), select an arbitrator, schedule a hearing, or otherwise participate in the appeal process.

## ARTICLE 21 – CLASSIFICATION AND PAY

21.1 NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Units covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the Union, the fifteen (15) day period will be extended by an additional ten (10) days.

b. The Union and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board. The Union and the City shall follow provisions of applicable state law and the City's Employer-Employee Relations Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.

c. The Union shall have the right to file an appeal to the Civil Service Board regarding job classification.

d. The City shall submit all job announcements for positions covered under this Agreement to the Union not less than five (5) days prior to publication by the City.

e. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

21.2 STAFF AIDE POSITIONS

The classification of Staff Aide may be used when an interim classification is needed pending establishment of a regular classification. A Staff Aide may be employed

for a maximum period of twelve (12) months. The salary for Staff Aide shall be established by the City at the time of hire.

21.3 LIMITED-TERM APPOINTMENTS

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

a. The employee is not laid off after the expiration of the initial twelve-month appointment; and

b. The employee continues to be benefit-qualified for the duration of the extended appointment.

## ARTICLE 22 – MISCELLANEOUS

22.1 CIVIL SERVICE RULES

In the event that any Civil Service Board Rules or Regulations are in conflict with this Agreement, the Agreement shall apply.

22.2 FILLING PERMANENT VACANCIES

a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days which shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term “first consideration” does not mean that employees requesting transfer to the vacant position have first priority to the job or require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

b. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. A vacancy or vacancies resulting from an assignment made hereunder may not be subject to this procedure.

e. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational and personnel needs of the departments.

f. This Section does not apply to non-career employees.

22.3 TEMPORARY ASSIGNMENT AND SHIFT CHANGES

a. When a temporary assignment arises within twenty-four (24) hours of the shift, the supervisor shall assign an employee to cover the work as required by the needs of the operation.

b. When a temporary assignment arises within the pay period and there is advance notice of the assignment, the supervisor may solicit and select from qualified volunteers provided that there is no disruption in meeting the business needs of the operation. If there are no volunteers, the supervisor shall designate an employee to work the assignment.

c. When a long-term temporary assignment arises with a minimum of fifteen (15) days advance notice, the type of work and duration shall be posted for three (3) days. The supervisor shall solicit and select from qualified volunteers provided that there is no disruption in meeting the business needs of the operation. If there are no volunteers, the supervisor shall designate an employee to work the assignment.

d. To the extent possible, the supervisor will seek to distribute temporary assignments among all qualified employees.

e. There are operations with multiple functions which may be assigned and/or reassigned based on the function priority and operational need of the organization. Insofar as it is reasonable, the expressed assignment preferences of employees shall be considered when making such assignments/reassignments provided that there is no disruption in meeting the business needs of the operation.

f. Every effort will be made to give employees as much notice as possible for any temporary change of assignment or shift.

22.4 PROMOTION FROM WITHIN

In accord with Article VII, Section 84 of the Charter of the City of Sacramento, the City does hereby reaffirm its policy to promote from within whenever possible.

## 22.5 CONSOLIDATION

Prior to entering into an Agreement to consolidate any City function which includes employees represented by Local 39 as the recognized employee organization, the City shall meet with the Union in an attempt to resolve employee problems.

## 22.6 WORKERS COMPENSATION

In recognition of the three (3) calendar day waiting period for temporary disability payments required by the Labor Code for Workers Compensation, a non-career (+1,040) employee with three (3) months, or more, of continuous service may apply available sick leave during such waiting period to the extent that his/her weekly income (salary, sick leave and/or disability payments) does not exceed earnings for scheduled hours during a given workweek. If sick leave is not available for all or part of the three (3) calendar day waiting period, for those days payment(s) for which sick leave is not available will be made by the City based on applicable temporary disability payment amounts, as provided by the Labor Code, for such waiting period.

## 22.7 NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee for Union activity, race, creed, religion, sex, age, handicap, or the exercise of their rights pursuant to Section 3502 of the Government Code.

## 22.8 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## 22.9 EMPLOYEE PERFORMANCE EVALUATIONS

a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.

b. An employee in a classification requiring a twelve (12) month probationary period shall receive no less than four (4) performance evaluations, at reasonable intervals, during the probationary period.

c. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

(1) Write a rebuttal statement for attachment to the performance evaluation form; and

(2) Informally appeal to the supervisor of the reviewer, but in no case higher than the Department Head.

d. Appeals on employee performance evaluations are not subject to the grievance procedure.

22.10 TELEWORK PROGRAM

The City may establish for the term of this Agreement a TeleWork program for represented employees in accordance with the City's present TeleWork Program with the following exceptions:

a. The City will decide the classifications and positions which are feasible for a Tele Work program. The Union may recommend classifications and positions for inclusion in telework.

b. The Union representative or designee shall have the opportunity to attend the meeting between the City and the employee at the time of the decision on a telework arrangement.

c. A telework arrangement may be terminated by the City or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the telework arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement.

22.11 CONTRACTING-OUT

a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

22.12 VIDEO DISPLAY TERMINALS

a. Except for critical work situations in the Communications Center and City emergencies, employees assigned to video display terminals shall be provided with alternate work so they will not be required to work continuously on such terminals more than sixty (60) consecutive minutes. This provision is not intended to provide for additional break periods.

b. Employees operating video display terminals experiencing glare problems should notify their immediate supervisor who will contact the City Safety Officer. The Safety Officer will visit the worksite and take the necessary corrective action.

## 22.13 STRIKES AND LOCKOUTS

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

Further, the City shall have the right to deny all usage of sick leave by any employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

## 22.14 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. The employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

## 22.15 BLOOD BANK TIME

a. The City shall establish a blood bank account with the Sacramento Medical Foundation Blood Center.

b. An employee shall be permitted time off without loss of compensation to donate blood during duty hours when a mobile blood unit vehicle is located at the employee's worksite. Time off shall only be granted if work activities are not unduly disrupted. Such paid time off shall not exceed thirty (30) minutes per blood donation, unless extended by City management on a case-by-case basis.

c. Time off without compensation shall be permitted during duty hours in the event an employee wishes to donate blood at the office of the Blood Center. In such case, the employee may be permitted to use paid accrued vacation, CTO or holiday time.

d. This provision is not intended to authorize any overtime compensation.

## 22.16 EMERGENCY RESPONSE

a. Employees may be assigned and/or reassigned for emergency reasons including, but not limited to, storm duty. In consideration of the individual employee’s safety and sleep needs, the number of additional hours which an employee may work, and the time off between hours worked shall be established jointly by the supervisor and employee. The supervisor may determine that an employee is to be released from the shift when, in the judgment of the supervisor, the employee is no longer capable of performing the job safely.

b. In consideration of employee safety, if the emergency response is prolonged, the supervisor will provide appropriate break times and areas, available

emergency equipment, reporting responsibilities and other necessary support to allow the employee to perform effectively in the emergency.

c. Where feasible, the City will allow employees not assigned to traditional emergency operations to volunteer to serve in an emergency capacity and to be trained for such assignments. The employee who volunteers for these assignments will be paid at their regular hourly rate of pay for such assignments without regard to the duties performed, and shall be utilized as needed to fill in for or supplement employees regularly assigned to the operation.

d. Nothing in this Section shall be construed to limit management's right to assign or reassign employees in an emergency.

22.17 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, 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. The time period may be extended by a signed agreement between the City and the employee.

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.

22.18 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System (PERS) Plan:

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

b. Effective June 30, 2012, employees shall pay the seven percent (7%) miscellaneous member contribution to the PERS retirement plan.

c. Effective as soon as administratively possible, the City shall amend its contract with PERS to provide a benefit formula of 2% at age 60 for new employees hired on or after the date of the PERS contract amendment. If legally required, the plan shall be the same as other PERS miscellaneous employees and shall include thirty-six (36) highest paid consecutive months of final compensation.

22.19 HEALTH RATE HOLIDAY/IN-LIEU OF HOLIDAY

a. During Fiscal Year 2012-13, the City shall provide three (3) months health and welfare payment "holidays," as specified in subsections (1) through (3) below. The first two (2) months shall be implemented as soon as administratively practicable in Fiscal Year 2012-13. The third month shall be implemented in May of 2013.

(1) For full-time career employees who waive City-sponsored health insurance or are enrolled in a City-sponsored health plan for employee only, the amount shall be $200 per month.

(2) For full-time career employees enrolled in a City-sponsored health plan for employee plus one dependent, the amount shall be $370 per month.

(3) For full-time career employees enrolled in a City-sponsored health plan for employee plus two dependents, the amount shall be $423 per month.

b. The monthly amounts indicated above shall be divided in half and paid on the first two (2) pay periods of each applicable month.

c. Part-time employees shall be prorated as indicated in 8.2(a).

22.20 LAYOFFS

a. There shall be no layoff of bargaining unit personnel for the period of July 1, 2012, to June 30, 2013, with the exception of the loss of external funding for specific positions or for employees exercising voluntary or involuntary return rights to previously held positions. The City shall give the Union a minimum thirty (30) calendar day notice of

the loss of external funding prior to the effective date of layoff of any employees resulting from the loss of that funding.

b. Downgrades in the Solid Waste Division of the Department of General Services related to the elimination of the commercial business shall not be considered layoffs under this Section.

22.21 TERM

a. This Agreement shall remain in full force and effect from June 30, 2012, to and including December 27, 2013.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: June 26, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO

BY:_____

JERRY KALMAR
BUSINESS MANAGER-SECRETARY

_____

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

_____

TONY DeMARCO
PRESIDENT

_____

STEVE CROUCH
DISTRICT REPRESENTATIVE

_____

STEPHEN HATCH
BUSINESS REPRESENTATIVE

_____

SCHERITA V. ADAMS
BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY:_____

GERI HAMBY
DIRECTOR OF HUMAN RESOURCES

_____

MARK GREGERSEN
CHIEF NEGOTIATOR

_____

SHELLEY BANKS-ROBINSON
INTERIM LABOR RELATIONS MANAGER

## EXHIBIT A – REGRESSION LADDERS

(Includes Flexibly Staffed Classifications)

UNITS
Operations & Maintenance
Office & Technical
Professional

1. Senior Electronic Maintenance Technician
   Electronic Maintenance Technician II/I/Trainee

2. Associate/Assistant/Junior Planner
   Development Services Technician III
   Development Services Technician II/I

3. Water Quality Chemist
   Water Quality Laboratory Technician

4. Senior Computer Operator
   Computer Operator II/I

5. Senior Data Entry Technician
   Senior Key Data Operator
   Data Entry Technician
   Key Data Operator I

6. Senior Maintenance Worker
   Maintenance Worker
   Security Guard

7. Water Conservation Specialist
   Utility Services Inspector
   Meter Reader
   Water Waste Inspector

8. Senior Revenue Services Representative
   Senior Customer Service Representative
   Revenue Services Representative/Trainee
   Customer Service Representative/Assistant/Trainee

9. Building Inspector 4
   Building Inspector 3/2/1
   Development Services Technician III
   Development Services Technician II/I

10. Construction Inspector III/II/I
    Engineering Aide II/I

11. Electrical Construction Inspector III/II/I

12. Storekeeper
    Stores Clerk II/I

13. Senior Personnel Transactions Coordinator
    Personnel Transactions Coordinator
    Clerk III
    Clerk II/I

14. Secretary
    Typist Clerk III
    Typist Clerk II/I

15. Stenographer Clerk III
    Secretary to the Planning Commission
    Stenographer Clerk II/I

16. Ticket Seller
    Cashier

17. Senior Central Services Assistant
    Central Services Assistant III/II/I
    Offset Equipment Operator

18. Senior Landfill Engineering Technician
    Senior Engineering Technician
    Engineering Technician III/II/I
    Engineering Aide II/I

19. Community Center Attendant II
    Community Center Attendant I
    Senior Custodian
    Custodian II
    Custodian I
    Security Guard

20. Accounting Technician
    Account Clerk II/I

21. Senior Property Assistant
    Property Assistant

22. Animal Control Officer
    Animal Care Technician

23. Motor Sweeper Operator
    Sanitation Worker III
    Sanitation Worker II/I
    General Helper

24. Program Coordinator
Program Developer
Program Leader
Child Care Assistant

25. Park Equipment Operator
Park Maintenance Worker III
Park Maintenance Worker II
Park Maintenance Worker I
Park Maintenance Worker

26. Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee

27. Senior Tree Pruner
Tree Pruner II/I/Trainee

28. Zoo Attendant II
Zoo Attendant I

29. Police Clerk III
Police Clerk II/I

30. Senior Parking Lot Attendant
Parking Lot Attendant

31. Parking Meter Coin Collector
Parking Enforcement Officer

32. Code Enforcement Officer
Assistant Code Enforcement Officer

33. Senior Claims Collector
Claims Collector

34. Senior Building Maintenance Worker
Building Maintenance Worker

35. Arts Program Coordinator
Arts Program Assistant

36. Telecommunications Systems Analyst III/II/I
Senior Telecommunications Technician
Telecommunications Technician II/I/Trainee
Communications Assistant

37. Graphic Designer
Graphics Assistant

38. Police Records Specialist III
Police Records Specialist II/I

39. Senior Utilities Customer Service Technician
Utility Customer Service Technician III
Utility Customer Service Technician II/I

40. Events Coordinator
Booking Coordinator

41. Senior Information Technology Support Specialist
Information Technology Support Specialist II/I/Information Technology Trainee

42. Surveillance Equipment Technician
Burglary/Robbery Alarm Inspector

43. Senior Departmental Systems Specialist
Departmental Systems Specialist II/I/Information Technology Trainee

44. Street Construction Equipment Operator
Street Construction Laborer/Trainee

45. Customer Service Specialist
Customer Service Representative/Assistant/Trainee
(Or the employee may be reinstated to the classification from which promoted or transferred)

46. Survey Technician II/I
Engineering Aide II/I

47. Lead Forensic Investigator
Forensic Investigator II/I

48. Bump to previously held classification's regression ladder (Classifications not in a regression ladder)

a. <u>Professional Unit</u>

Arborist/Urban Forester
Archivist
Art Museum Registrar
Geographic Information Systems Specialist III/II/I/Information Technology Trainee
Media Production Specialist II/I
Museum Registrar
Public Information Coordinator
Real Property Agent III/II/I

b. <u>Office and Technical Unit</u>

Architectural Technician III/II/I
Boutique Operator
Buyer II/I
Community Service Representative II/I
Elder Care Assistant

Office and Technical Unit (Continued)

Exhibits Coordinator
Facility Drawings Technician
Fingerprint Clerk
Fleet Management Technician
Information Technology Trainee
Landscape Technician II/I
Media and Computer Specialist
Microcomputer Systems Specialist
Neighborhood Resources Coordinator II/I
Senior School Crossing Guard
Service Contract Inspector
Traffic Investigator III/II/I
Transportation System Management Coordinator
Zoning Investigator

c. Operations and Maintenance Unit

Cultural Facilities Attendant
Golf Course Marshal
Greenskeeper
Instrument Technician II/I/Trainee
Irrigation Technician
Landfill Equipment Operator
Marina and Boating Facilities Attendant
Parking Meter Repairworker
Registered Veterinary Technician
Traffic Control and Lighting Technician II/I/Trainee

49. Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status

*******Administrative Analyst
***Administrative Assistant
***Administrative Assistant (Confidential/Exempt)
***Administrative Technician
***Administrative Technician (Confidential/Exempt)
***Applications Developer
***Data System Technician
***Deputy City Clerk
***Desktop Support Specialist
***Executive Assistant
*******Investigator (Exempt)
***LAN Administrator
***Legal Secretary
***Legal Staff Assistant
***Legal Staff Assistant (Exempt)
***Paralegal
***Payroll Technician

Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status (Continued)

***Personnel Technician
***Personnel Technician (Confidential)
*******Program Analyst
***Programmer
*******Senior Deputy City Clerk
***Senior Legal Staff Assistant
***Senior Staff Assistant
***Staff Assistant
***Staff Assistant (Exempt)
***Supervising Legal Secretary
***Systems Engineer
***Treasury Assistant
*******Workers Compensation Claims Representative

*** Unrepresented Confidential/Administrative
******* Exempt Management Support

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AGREEMENT

BETWEEN

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
PLANT OPERATOR UNIT

2012~~0~~-2013~~2~~

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Plant Operator Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Plant Operator Unit shall be covered by this Agreement except as hereinafter provided. Additionally, any career employee covered by this Agreement who accepts a temporary appointment to a classification outside this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining units represented by the Union.

The following terms are defined as used throughout this Agreement:

Career Employees: Those employees having either probationary or permanent status in a classification covered by this Agreement.

Non-Career Employees: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

(+1,040): These non-career employees work, within one year of each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

(-1,040): These non-career employees work, within one year of each date of employment, 1,040 or less hours. Included in this category are all non-career employees who do not fall under the (+1,040) definition.

1.3 CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below Step 1, as applicable, of the salary range of the career classification, as shown in the current salary schedule. (For example, if the "1" step hourly rate of pay is $9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be $9.00 minus $.90 or $8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

## ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes all other Agreements and supplements and represents the sole agreement between the parties.

b. If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

## ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules and Regulations; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of the division and department, its budget, its organization, the number of employees, and the numbers, types, classifications and

grades of positions or employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action that may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; (2) the service fees for non-members as set forth in Section 4.2 of this Agreement; and (3) the insurance premiums for City ~~and Union~~ plans, not to exceed three (3) insurance deductions per member.

~~a.~~ The City will deduct five dollars ($5) per month from the employee's wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee name and contribution amounts on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.

(3) Deductions and authorizations shall be separated by type of deduction (union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.

(4) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employees and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.

(5) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues, service fees, or insurance premiums.

(6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(7) The City must approve any new payroll deductions for insurance premiums for plans to which the City is not the contracting party which are not being payroll deducted as of the effective date of this Agreement.

(8) The City will remit to the Union a check for all of the deductions.

~~(8)~~(9) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, service fee, assessment, or religious objection service fee payment that existed at the time of layoff, as appropriate.

4.2 AGENCY SHOP

a. General

As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighter Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against any employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

"The Union certifies that _____(employee's name)_____ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.3 UNION STEWARDS

a. The Union may designate Job Stewards for each of the following areas:

| | |
|---|---|
| Sacramento River Water Treatment Plant | One Steward |
| Waste Water Facilities | One Steward |
| American River Water Treatment Plant | One Steward |
| Pump Crew | One Steward |
| Convention Center | One Steward |
| Corporation Yard | One Steward |

b. The Union shall furnish the City with a list of such Stewards after their designation.

c. Stewards shall not conduct Union or representational activities, including grievance handling, on City time unless prior approval is expressly granted by City management.

d. This Article shall not apply to non-career employees.

4.4 LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

The Union will be given a list each month of career and non-career new hires, by name and department, appointed to classifications represented by the Union. The list will be made available in a timely manner after the first of each month.

The Union will also be notified when applications are being solicited for the establishment of new eligible lists for job classifications represented by the Union.

4.5 USE OF CITY INFORMATION SYSTEMS

a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have

been designated in writing by the Union as Stewards. The envelope for such mail shall contain the following information: Steward's name, Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of Department management, have reasonable use of City email to fulfill their role as a Steward.

c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

4.5 BULLETIN BOARDS

a. Space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities

(2) Union steward elections

(3) Union appointments and results of Union elections

(4) Union meetings

b. Such other notices as may be allowed by Government Code. The board size shall be no larger than three (3) by four (4) feet.

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 PURPOSE

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

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union, involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of the employee.

c. As used in this procedure, the term "party" means a Unit employee, the Union, the City, or their authorized representatives.

d. As used herein, "Union representative" refers to the recognized employee representative group or their agents.

5.3 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of the parties the time limitation for any step may be extended.

5.4 PRESENTATION

An employee and/or the Union representative may present a grievance while on duty, provided such use of on-duty time shall be kept to a reasonable minimum.

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

Grievances as defined in Section 5.2(a), shall be brought through this procedure.

5.7 INFORMAL DISCUSSION

The grievance initially shall be personally discussed between the employee, and/or the Union representative, and the employee's supervisor. Within five (5) workdays, the supervisor shall give his/her decision or response.

5.8 FORMAL GRIEVANCE - STEP ONE

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than:

(1) Thirty (30) workdays after the event or circumstance occasioning the grievance; or

(2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However, if the informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

c. A formal grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the Division Head. Within five (5) standard workdays after the initiation of the formal grievance, the Division Head or his/her designee shall respond to the grievance in writing.

d. The employee may be represented by the Union representative. Where represented by a Union or other representative the employee shall personally authorize in writing such representative on the grievance form.

5.9 FORMAL GRIEVANCE - STEP TWO

If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) standard workdays to the Department Head. The Department Head or his/her representative shall respond in writing within ten (10) standard workdays to the grievance. If the Department Head or his/her representative determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter. The employee may be represented by a Union representative.

5.10 FORMAL GRIEVANCE - STEP THREE

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) standard workdays. The grievant or his/her representative and the designated representative of the City will meet to hear a grievance appealed to the third step. A grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

b. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.11 ARBITRATION - STEP FOUR

a. If the City's designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Union shall have the right to refer matters to binding arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

b. If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

c. At each step of the formal grievance procedure, a copy of the decision shall be sent to the Union or other authorized representative at the same time as the decision is sent to the grievant.

d. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

e. Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of the coin.

f. The decision of the arbitrator shall be final and binding.

g. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its express provisions.

h. The fees and expenses of the arbitrator and the court reporter if required by the arbitrator or requested by a party, shall be shared equally by the parties.

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

## ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

Employees shall be covered under the eight-step salary range consisting of Steps 1 through 8 of the classification.

## ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

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

7.2 ADVANCEMENT IN RATE OF COMPENSATION

~~a. Advancement in Steps Suspended~~

~~Effective August 9, 2010, the salary range step increases referred to below shall be suspended. Effective the pay period that includes July 1, 2012, employees shall be moved to the salary step that they would have been at had salary range step increases not been suspended.~~

~~b.~~a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

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

~~c.~~b. Denial of Step Increase and Reduction in-Grade

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

~~d.~~c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

~~e.~~d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986, because the period April 12, 1986 to July 4, 1986, is included in determining the salary step eligibility date.

(3) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

## 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

## 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

## 7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

## 7.7 LONGEVITY PAY

a. <u>Employee Eligibility</u>

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~~ six (~~20~~6) ~~working days~~ 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~~six (~~20~~6) or fewer ~~days~~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~~ six (~~20~~6) ~~days~~ 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~~ six (~~20~~6) or more ~~working days~~months is taken during any employment year, longevity payment in the July following shall be made on a pro rata 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 pro rata 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 pro rata 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 July following had employment continued, shall be forfeited, and there shall be no pro rata 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~~l~~ 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 8 – HEALTH AND WELFARE

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

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then toward the premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee~~; and union-sponsored disability, income protection plan, and High Level Accidental Death and Dismemberment Insurance~~. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period~~day~~ may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.~~ Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.~~

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to $~~460~~612 per month for 2012 and $664 per month for 2013 or a contribution equal to the lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be $1200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

~~e. Effective July 2, 2011, or thereafter, the Union may reopen this Agreement on health care to discuss the City contribution for health insurance in 2012.~~

8.4 COVERED DEPENDENTS

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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies

as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent's home, 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.

8.5 CASH-BACK LIMITS

The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a).

New employees or employees who are not receiving the cash-back as of June 29, 2012, shall not be eligible for the cash-back option.

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $40,000 City-sponsored term life insurance.

~~8.7 UNION REPORTING~~

~~The Union agrees to furnish to the City, on request, information on each employee's enrollment in union-sponsored insurance to which the City contribution under subsection 8.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.~~

8.7~~8~~ FLEXIBLE SPENDING ACCOUNTS

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

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

b. Unreimbursed health care expenses up to $4,800. Effective January 1, 2013, this amount shall be changed to $2,500 and may be adjusted each ~~per~~ plan year effective each January 1; and

c. Dependent care reimbursement.

~~Administrative costs shall be paid by the employees participating in Sections 8.8(b) and (c).~~

8.8~~9~~ RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 per month for the retiree only ~~and~~ or $365 per month for the retiree with dependents.

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 age fifty (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 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 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 (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 to 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 shall 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 8.9 after the expiration of this Agreement.

h. Elimination of Retiree or Survivors Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any of the benefits provided in this Section 8.8.

## ARTICLE 9 – LEAVES

9.1 HOLIDAY BENEFITS

a. The existing work schedule for employees on a four on/two off/five on/two off shift, provides for sixty-four (64) hours of recognized holiday benefits. Employees on this shift schedule, in lieu of other recognized holidays, shall be credited with an additional recognized holiday credit at the end of each calendar year of fifty (50) hours. Holiday credit may be taken as holiday time off or paid at the straight-time hourly rate, based on employee preference and operational needs.

b. The following shall be the recognized holidays under this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Cesar Chavez's Birthday | 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 Day | Friday after Thanksgiving |
| Christmas Eve (4 hours) | December 24 |
| Christmas Day | December 25 |
| New Year's Eve (4 hours) | December 31 |

c. Eligibility

(1) To be eligible for holiday pay, the employee shall work his/her last scheduled shift before the recognized holiday and his/her first scheduled shift after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave or compensating time off on either or both of these workdays.

(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:

| 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 fifty percent (50%) benefit shall receive no recognized holiday benefit.

d. 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.

(3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Weekend Schedule

If an employee's scheduled 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.

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

f. 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 Sections 9.1(i), 9.2, and 9.3 below.

g. Holiday Credit Accumulation

The maximum holiday credit accumulation is seven (7) days (56 hours). Any amount over fifty six (56) hours shall be paid to the employee in cash. Holiday credit may be taken by the employee at the discretion of the Department Head.

h. Consecutive Christmas' or Thanksgiving Days

(1) If an employee, within the same permanent job classification, works on three (3) consecutive Christmas Days or three (3) consecutive Thanksgiving Days, such employee shall receive holiday pay plus time and one-half (1-1/2) for all hours worked on the holiday plus eight (8) hours holiday credit for working the third consecutive Christmas Day or Thanksgiving Day. An employee must notify his/her Superintendent that he/she is scheduled to work three (3) consecutive Christmas Days or Thanksgiving Days, a minimum of forty-five (45) calendar days prior to such third consecutive Christmas Day or Thanksgiving Day to be eligible for the above-stated benefit.

(2) To avoid payment of the above-stated benefit, the City shall have the right to reschedule one of the employee's regularly scheduled days off for the third consecutive Thanksgiving or Christmas. Considering the request of the employee, the regular days off to be rescheduled shall be one of the employee's two (2) consecutive days off immediately preceding or immediately following the applicable holiday. Once the forty-five (45) day notice is given, the City shall have the right to reschedule the employee. If the employee does not give the forty-five (45) day notice he/she is not eligible for the extra compensation but may give the required notice if scheduled to work a fourth consecutive Thanksgiving or Christmas. The employee who gives the forty-five (45) day notice and is rescheduled must begin the consecutive Thanksgiving or Christmas count over again.

i. Floating Holidays

(1) Accrual

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

(i) Each full-time career 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 employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based

upon the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the floating holiday accrual for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.

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

(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 floating hours accrued and 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) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(3) Close Operations/Conversion of Floating Holiday

(a) The City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one floating holiday. The City agrees to meet and confer on the impacts

associated with the implementation of the conversion of the floating holiday to the extent required by law.

j. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two (2) four-hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

9.2 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

(4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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, however, 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.

c. Employees shall submit a written request on or before May 1 of each year to receive priority for the vacation period desired. Vacations will be assigned on a "first

come, first served" basis as work schedules permit. In the event two (2) employees request the same vacation period simultaneously, the conflict will be resolved in favor of the employee with the greater seniority within the current classification. In case of a tie, the vacation preference of the employee with the greatest City service seniority shall prevail. Seniority shall be exercised only once by each employee in each successive choice of vacation periods. Requests for vacation after May 1 will be granted only where vacancies exist or manpower requirements permit. Employees may request vacations of any duration, which may be granted with the approval of the Department Head. The supervisor may approve any vacation request which is not submitted in writing at least twenty-four (24) hours prior to the requested vacation period.

d. Non-career employees shall be eligible to request vacation after career employees have done so.

e. Employees shall be entitled to carry over one week of their accrued vacation into the following calendar year; carry-over of two (2) weeks or more of vacation will be permitted only with approval of the Plant Superintendent. In the event an employee is not permitted to take all of the vacation to which the employee is entitled in a calendar year, the employee shall be permitted to carry-over the unused portion into the following calendar year. The amount of vacation time carried over shall not exceed the total amount of vacation the employee earned in the preceding calendar year.

9.3 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 and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee who while on vacation is bedridden for three (3) or more days, or hospitalized for one or more days, due to illness or injury may have such days charged to accrued sick leave provided the employee submits appropriate written verification from the treating doctor or the hospital in which he/she was confined.

(3) An employee in active service of the City eligible to accumulate sick leave credits shall in January 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.

(4) An employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

b. Sick Leave Cash-Out

(1) PERS

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 total 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 total sick leave balance to service credit pursuant to the PERS contract with the City. All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

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

c. 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.

d. Utilization of Sick Leave

Use of sick leave is governed by Civil Service Board Rule 16, Attachment A to the Civil Service Rules and Regulations.

e. 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.

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

9.4 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or 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 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 for jury duty. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

b. A swing shift or graveyard shift employee shall notify the supervisor, whenever possible, well in advance of the expected date(s) of court appearance or jury duty. The supervisor, when notified in advance, shall change the employee’s shift from swing or graveyard to a day shift for the day(s) court appearance or for duration of jury duty. Employee’s shifts shall be changed to a “day shift” only for days on which the courts are in session. The regularly assigned days of work shall remain the same.

c. If the swing or graveyard shift employee serves in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor so he/she will be excused from the remaining day shift. If the employee is in court or on jury duty less than one-half of the day shift, the employee will be required to return to work.

d. A graveyard shift employee may request to take off the shift after the court leave and use accrued vacation or other leave accruals to cover the shift.

e. 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.

f. When a non-career employee is regularly scheduled to work and is ordered to report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

9.5 PARENTAL LEAVE

a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave 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 during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.

(4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), 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.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

9.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, 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. A donor terminating for any reason shall be paid for pledged but unused leave time.

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 which 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; or

(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.

~~l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.~~

9.7 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.

9.8 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balances with SDI:

(1) Sick Leave

(2) Personal Leave

(3) Compensating Time Off (CTO)

(4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

9.9 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee‘s spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

## ARTICLE 10 – SPECIAL ALLOWANCES

10.1 STANDBY ASSIGNMENTS

a. Employees who are required to remain on standby for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay.

b. Employees who are on standby assignment on New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

c. If an employee is assigned to standby and receives telephone contacts and engages in problem resolution which totals in excess of fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater. Additional calls during that two-hour period are covered under that minimum time.

d. An employee who is on standby and required to report to the Pioneer Reservoir Plant, Sump 2 or Sump 2A shall be paid mileage at the IRS rate for the use of their personal vehicle to and from home and the reporting location. In the event that an employee assigned to these sites must travel to another location, the employee shall utilize a City vehicle for such additional travel.

e. An employee who is on standby and required to report to any location other than those identified in (d) above shall be paid mileage at the IRS rate for the use of their personal vehicle to and from home and the 35th Avenue Yard where the employee will obtain a City vehicle to report to the assigned location.

f. The City will maintain at least one (1) vehicle for on-call/standby use at three (3) locations identified in (d) and (e).

g. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by the appointing authority.

10.2 CALL-BACK/CALL-IN PAY

a. An employee who has completed his/her regular shift and has left City premises and is called back to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half.

b. Provided, however, that this shall not apply to an employee who is requested to report early for his/her assigned shift, i.e., who is ordered to report for duty earlier than the scheduled time for the commencement of his/her shift, and who continues on duty for his/her scheduled shift. An employee who is called to work early in this manner without sixteen (16) hours prior notification shall receive a minimum of one hour's pay at the overtime rate of time and one-half, and shall be allowed to complete his/her regular shift.

c. In the event an employee is required by the City to work extended overtime hours which do not allow the employee to obtain a minimum opportunity to recuperate prior to beginning his/her next regularly scheduled work shift, and the employee's supervisor agrees that the employee would be in unfit condition to begin work as scheduled, the supervisor shall grant the employee reasonable recuperation time, with no loss of pay, prior to reporting for work. It is recognized that the City's ability to allow such recuperation time may be limited by the circumstances and/or conditions which necessitated the original extended overtime hours.

10.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned ~~in writing~~ to a higher classification shall be compensated for the duration of the out-of- classification assignment by the payment of five (5) percent of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. The assignment may be confirmed in writing at a later time. Departments may establish internal tracking and approval systems for out-of-classification pay administration.

b. Temporary work in a higher classification shall first be offered to career employees. If no career employee desires the temporary work in a higher classification said assignment may then be offered to a non-career employee.

c. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

d. When such a temporary assignment to a higher classification is to be filled by an employee, the City shall, whenever practicable, distribute such temporary assignments evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

10.4 SHIFT DIFFERENTIAL

a. Employees who work five-eighths (5/8) or more of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall receive for the entire shift a night-shift differential of five percent (5%) in addition to their regular wage. Employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m. shall receive for those hours worked (to the nearest one-half hour) within this period, a night-shift differential of five percent (5%) in addition to their regular wage.

b. Notwithstanding the above, the Relief Plant Operators and the relief operator at Sump Two who are assigned the regular rotating shifts shall be eligible to receive the five percent (5%) shift differential for all regular shifts worked while on the relief schedule.

10.5 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

## 10.6 CONTINUING EDUCATION

a. Where the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the city will provide the needed CEUs on-duty.

b. When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee to attend on City time. Upon approval, the City shall reimburse the employee upon obtaining the continuing education units. Such request shall not be unreasonably denied.

## 10.7 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that employees maintain licenses and/or certifications required by federal, state or local government law, the City agrees to pay the cost of licenses and/or certifications required in the water treatment and waste water treatment operations. This Section shall not apply to driver licenses.

## 10.8 CERTIFICATE INCENTIVES

a. The following incentive certificate pay shall be paid to eligible employees in the classification of Junior Plant Operator, Plant Operator, and Senior Plant Operator and shall be administered as follows:

(1) An eligible employee is an employee who possesses a current California State Certified Water Treatment and/or Waste Water Operators certificate above the minimum requirements set by state regulation for performing duties and responsibilities as a Plant Operator.

(2) An eligible employee shall be paid the incentive pay for the highest level water treatment or waste water certificate maintained. Incentive pay shall not be cumulative.

(3) The incentive pay shall be paid as follows:

| | |
|---|---|
| Category “2” | $150.00 per month |
| Category A3" | $300.00 per month |
| Category A4" | $450.00 per month |
| Category A5" | $600.00 per month |

(4) An employee who is required to maintain, or who obtains for City benefit, a crane operator license shall receive a biweekly certification pay of fifteen dollars ($15).

b. Where applicable, employees in the classification of Stationary Engineer and Senior Stationary Engineer who possess and maintain the following certificates, which are not minimum qualification requirements, will receive certificate incentive pay as follows:

(1) HVAC Electrical Plumbing; steam boiler systems operation and maintenance; heating system specialist; hydronic systems; programmable direct digital control systems; asbestos abatement; and/or Forklift Operator.

(a) "HVAC" certificate shall mean an employee who possesses and maintains a "Universal" certificate.

(b) Programmable Direct Digital Control (PDDC) certificate shall mean certification by Yamas Computer Systems and/or Johnson Computer Systems.

(2) Eligible employees shall be paid incentive pay at the flat dollar rate of $25.00 per certificate per month for a maximum of $100.00 per month.

c. Where applicable, employees in the classification of Stationary Engineer and Senior Stationary Engineer who possess and maintain certificates required by the Department Head, or his/her designee, which are not minimum qualification requirements, shall be eligible to receive Programmable Building Energy Management Control System certificate incentive pay at the flat dollar rate of $425.00 per month.

## ARTICLE 11 – HOURS OF WORK

### 11.1 WORK SCHEDULE

a. The workweek shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. Except for employees on the four on/two off/five on/two off work schedule, the normal workweek for full-time career employees shall consist of forty (40) hours of work. The normal workday for full-time career employees shall consist of eight (8), nine (9), or ten (10) working hours and begin at 12:01 a.m. and end at 12:00 midnight daily.

b. The existing work schedule of four (4) consecutive days on/two (2) consecutive days off/five (5) consecutive days on/two (2) consecutive days off, for employees assigned to Waste Water and Water Treatment Plants shall continue. The existing work schedule of five (5) consecutive days on/two (2) consecutive days off for all other employees in the Plant Operator Unit shall be continued. All employees shall have a regular starting and stopping time. Stationary Engineers shall not have permanent rotating shifts.

c. Notwithstanding subsection (b) above, the City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five

eight (8) hour workdays, or a nine eighty (80) workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to negotiate with the Union thirty (30) days in advance of implementation of the four ten (10) workweek, or nine eighty (80) workweek schedule.

d. Every employee shall have a regular lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. If any employee is required to remain at his/her workstation in a plant during his/her lunch period, he/she shall be considered as having worked eight (8) consecutive hours at the regular rate of pay and any time worked over eight (8) hours shall be compensated at the overtime rate of time and one-half.

e. Employees shall be given seven (7) days prior notice to any permanent change in scheduled shifts. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

f. However, if an employee's shift is changed more than three (3) times in one calendar month, excluding overtime situations, the employee shall be paid at the overtime rate for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period.

g. This Section shall apply to non-career employees only to the extent that non-career employees with a permanent shift schedule shall be given seven (7) days prior notice of any permanent changes in scheduled shifts. If a non-career employee's shift or days off are changed without the above notification he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

11.2 OVERTIME AND COMPENSATING TIME OFF)

a. All employees shall have a regular starting and stopping time. All work required to be performed before or after the regularly scheduled hours shall be compensated at the overtime rate of time and one-half. All time required to be worked in excess of eight (8) hours in any one day shall constitute overtime and shall be compensated for at the rate of time and one-half. All time required to be worked on a scheduled day off shall be compensated at the overtime rate of time and one-half. Employees on a four ten (10) workweek shall be compensated at time and one-half for hours worked over ten (10) in a workday.

b. Overtime pay shall be paid on the next payday following the pay period in which it was earned. Absence with pay shall be counted as time worked.

c. Overtime shall be distributed evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

d. Employees shall be entitled to overtime compensation or compensating time off at the employer's option. Considering the request of the employee, the determination of additional pay or time off for overtime compensation shall be made by the Department Head.

e. Both the cash payment and the compensating time off shall be computed at the rate of time and one-half (1-1/2) the number of overtime hours worked. Any compensating time off must be approved by the employee's Department Head.

f. Employees may accrue up to one hundred and twenty (120) hours of compensating time off. 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.

g. This Section shall apply to non-career employees except that career employees shall be offered overtime prior to non-career employees.

## ARTICLE 12 – LAYOFF

12.1 PURPOSE

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

12.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority for the reallocated or demoted employee shall be mutually established by the City and the Union at the time of reallocation. Within a regression ladder, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications within the regression ladder, and (2) previous classification seniority in the job classification in which the employee is currently working, and (3) present time spent in the job

classification in which the employee is currently working, minus any seniority adjustments.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reinstated may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is less than the top rate of pay of the employee's present classification due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder.

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

(1) Senior Plant Operator
Plant Operator
Junior Plant Operator

(2) Senior Stationary Engineer

Stationary Engineer

(3) Senior HVAC Systems Mechanic
HVAC Systems Mechanic

e. Permanent Status For the purposes of this layoff procedure permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification.

f. Career and Non-Career Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

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

h. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

(1) The Department of General Services shall be considered a single department.

(2) The Department of Utilities shall be considered a single department.

(3) The Departments of Parks and Recreation and Convention, Culture & Leisure Department shall be considered a single department.

No future reorganization shall be construed to change this provision except by mutual agreement of the parties.

12.3 PROCEDURE

a. Non-Career Employees When layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

b. Career Employees

(1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace any employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

(4) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within two (2) normal workdays of receiving notice of layoff. Where employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(5) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.

(6) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

12.4 NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least fourteen

(14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

12.5 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2, "Advancement in Rate of Compensation", with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher in the permanent classification. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the salary range and respective salary step for the affected classification as set forth in the current salary schedule.

12.6 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the ~~Personnel Services~~Benefits Division, Department of Human Resources, on the request of laid-off employees.

12.7 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of their downgrade or layoff. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with the employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification to which provisional or probationary status was held at the time of layoff or downgrade. Provisional or probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other qualifications of the classification to which he/she is being recalled, that existed at the time of layoff/displacement.

12.8 LAYOFF REOPENER

The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

## ARTICLE 13 – DISCIPLINE

13.1 DISCIPLINE

a. For non-career employees in career classifications and those not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Appeals of discipline filed prior to January 13, 2001, shall continue to be processed under Civil Service Board Rule 12. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

b. Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure. However, disciplinary action shall be grievable for non-career Stationary Engineer and Senior Stationary Engineer employees who have worked in excess of 1,040 hours since their last date of hire. Disciplinary action shall be grievable for non-career Junior Plant Operator, Plant Operator, and Senior Plant Operator employees who have worked in excess of 2,080 hours since their last date of hire. Hours worked as a Career Development Trainee shall not count toward the 1,040 or 2,080 hours needed to qualify to appeal discipline.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working 1,040 hours or 2,080 hours, whichever is applicable, without right of appeal. Such release shall be confirmed in writing.

13.2 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 27, 1990, 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 Human Resources. 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. This Section shall not be subject to the Grievance Procedure.

b. ~~Such letter~~ A letter of reprimand issued after October 27, 1990, 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.

c. A letter of reprimand issued prior to October 27, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

13.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated

holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

13.4 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After a~~n~~ disciplinary appeal ~~from discipline~~ has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board.

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

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision.".

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

13.5 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to select a hearing procedure (arbitration hearing or administrative hearing), select an arbitrator, schedule a hearing, or otherwise participate in the appeal process.

## ARTICLE 14 – SAFETY SHOES AND SAFETY GLASSES

14.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment pursuant to required safety rules and regulations, the City shall reimburse said employees for the cost of an acceptable safety shoe and/or inserts up to a maximum of $200.00 per pair, or up to a maximum of $250.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pair of safety shoes at the same time. With prior permission, employees may request and be reimbursed for repairs of current acceptable safety shoes in lieu of the purchase of a pair of safety shoes.

b. All employees falling outside the coverage of subsection (a) above shall also be required to wear safety shoes as a condition of employment. The City will reimburse these employees for the cost of an acceptable safety shoe up to a maximum of $200.00 per pair, or up to a maximum of $250.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time.

c. To be eligible for the reimbursement as stated in subsections (a) and (b) above, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

d. The City maintains the right to specify the type of required safety shoes.

14.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses. The City shall provide non-prescription safety glasses for employees.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of $125.00 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

14.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

a. The City agrees to repair or replace prescription safety glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the City of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Article. All costs to update the prescription shall be borne by the employee.

## ARTICLE 15 – UNIFORMS

15.1 UNIFORMS

a. The City agrees to provide uniforms for employees who are required to wear uniforms.

b. All employees covered by this Agreement and occupying classifications in the Plant Operator Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

c. During the summer months of June, July and August, employees in the classifications of Junior Plant Operator, Plant Operator, and Senior Plant Operator, who are required to wear a uniform shall be provided with clean orange, blue, or tan T-shirts on a 5-5-1 basis. The T-shirts are in lieu of the currently provided shirts.

d. The value of the uniforms provided by the City shall be reported as compensation at the rate of five dollars ($5.00) biweekly to the Public Employees Retirement System (PERS).

e. All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

15.2 FOUL WEATHER JACKET

a. Employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

b. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

## ARTICLE 16 – MISCELLANEOUS

16.1 SAFETY

Employees shall not perform work alone in any plant on swing or graveyard shift where another employee is not within easy access to assist or obtain assistance should such employees working alone sustain an injury or become seriously ill.

16.2 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for

a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Effective December 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

16.3 SELECTION OF VACANCIES

a. When a permanent vacancy occurs in a particular job assignment, employees holding permanent status in the classification in which the vacancy arises may request to be reassigned to such vacancy. Such employees who possess those skills and abilities required for the position shall be given preference over those individuals appointed from an eligible list. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule. If both of these considerations are found to be equal by the appointing authority, classification seniority will be the determining factor. For employees in the classifications of Senior Stationary Engineer and Stationary Engineer, vacancy selection preference pertains to permanent vacancies within an employee's own department. When a vacancy occurs in other departments, an employee may submit transfer requests as provided by the Civil Service Board Rules and Regulations.

b. When a permanent vacancy occurs due to retirement, death, demotion, resignation, promotion, or termination, a notice of such vacancy shall be posted seven (7) calendar days prior to the regular filling of said vacancy. The notice shall include the shift and work location of the vacancy. The notice of vacancy for Plant Operators shall be posted at the Sacramento Water Treatment Plant, the Fairbairn Water Treatment Plant, Sump 2, at the Well Crew Dispersal Site, and 35th Avenue. The notice of vacancy for Stationary Engineers and Senior Stationary Engineers shall be posted in those departments where employees in the affected classification are employed.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. This Section shall not apply to non-career employees.

16.4 STRIKES AND LOCKOUTS

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

Further the City shall have the right to deny all usage of sick leave by an employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

16.5 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

16.6 EMPLOYEE PERFORMANCE APPRAISALS

a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.

b. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

(1) Write a rebuttal statement for attachment to the performance evaluation form; and

(2) Informally appeal to the supervisor of the reviewer, but in no case higher than the department head.

c. Appeals of employee performance evaluations are not subject to the grievance procedure.

16.7 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period for Stationary Engineer and Senior Stationary Engineer shall be one thousand forty (1,040) hours worked. The trial period for Junior Plant Operator, Plant Operator, and Senior Plant Operator shall be a three hundred sixty-five (365) calendar day period beginning with the first day the employee reports to work or until the employee has worked two thousand eighty (2,080) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

16.8 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, 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. The time period may be extended by a signed agreement between the City and the employee.

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.

16.9 COMMERCIAL DRIVER LICENSE

Effective July 1, 1995, or upon individual renewal, whichever occurs first, each employee whose job assignment requires him/her to operate, drive, or maintain a commercial motor vehicle shall possess a valid commercial California driver license and endorsements as follows:

| Classification | Required License | Endorsements |
|---|---|---|
| Junior Plant Operator | A:MSA; B:MSA (1) and (2) | Tank Vehicle & Hazardous Materials |
| Plant Operator | A:MSA; B:MSA (1) and (2) | Tank Vehicle & Hazardous Materials |
| Senior Plant Operator | A:D; B:D (1) and (2) | Tank Vehicle & Hazardous Materials |

(1) License must not have an air brake restriction

(2) Management will determine on a case-by-case basis if the license must have a manual transmission endorsement.

If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements is mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments. Such mandated assignments shall be by inverse order of classification seniority beginning with the employee with the least amount of classification seniority.

16.10 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System, (PERS) plan:

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

b. Effective June 30, 2012, employees shall pay the seven percent (7%) miscellaneous member contribution to the PERS retirement plan.~~The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution for Sacramento City Employees Retirement System members,~~

~~one hundred dollars ($100.00) monthly as an add-on to the City's health and welfare contribution (City dollars).~~

~~b.~~c. Effective as soon as administratively possible, the City shall amend its contract with PERS to provide a benefit formula of 2% at age 60 for new employees hired on or after the date of the PERS contract amendment. If legally required, the plan shall be the same as other PERS miscellaneous employees and shall include thirty-six (36) highest paid consecutive months of final compensation.

16.11 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide Program.

~~16.12 MODIFIED/ALTERNATIVE DUTY POLICY~~

~~The parties agree to a Modified/Alternative Duty Policy applicable to employees who have been injured on-the-job. The letter of understanding between the parties sets forth the details of the Modified/Alternative Duty Policy.~~

16.12~~3~~ PROBATIONARY PERIOD

a. All Stationary Engineers shall serve an initial probationary period of six (6) months.

b. All Junior Plant Operator, Plant Operator, and Senior Plant Operator employees hired on or after December 30, 2000 shall serve an initial probationary period of one year.

c. An employee serving a probationary period shall receive a minimum of three (3) written performance appraisals, based on evaluations conducted at four (4), eight (8), and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.

d. The necessity for a written performance appraisal shall be eliminated if, at any point during the one year probationary period, the appointing authority releases the employee during probation.

e. A probationary employee may be released from his or her position at the discretion of the appointing authority at any time during the probationary period without right of appeal. Such release shall be confirmed in writing.

16.13 HEALTH RATE HOLIDAY/IN-LIEU OF HOLIDAY

a. During Fiscal Year 2012-13, the City shall provide three (3) months health and welfare payment "holidays," as specified in subsections (1) through (3) below. The first two (2) months shall be implemented as soon as administratively practicable in Fiscal Year 2012-13. The third month shall be implemented in May of 2013.

(1) For full-time career employees who waive City-sponsored health insurance or are enrolled in a City-sponsored health plan for employee only, the amount shall be $200 per month.

(2) For full-time career employees enrolled in a City-sponsored health plan for employee plus one dependent, the amount shall be $370 per month.

(3) For full-time career employees enrolled in a City-sponsored health plan for employee plus two dependents, the amount shall be $423 per month.

b. The monthly amounts indicated above shall be divided in half and paid on the first two (2) pay periods of each applicable month.

c. Part-time employees shall be prorated as indicated in 8.2(a).

~~16.14 PAID TIME OFF~~

~~Bargaining unit members shall receive forty (40) hours of Paid Time Off during fiscal year 2010-2011 and forty (40) hours of Paid Time Off during fiscal year 2011-2012. The Paid Time Off is to be used and scheduled like other time off (e.g., CTO, holiday time). Paid Time Off will have no cash value, will not create overtime and will have no expiration date.~~

~~16.15 FURLOUGH~~

~~For fiscal year 2010-2011 bargaining unit members shall furlough the equivalent of one (1) day per month for eleven (11) months (88 hours per fiscal year) as approved by the City. For fiscal year 2011-2012 bargaining unit members shall furlough the equivalent of one (1) day per month for twelve (12) months (96 hours per fiscal year). Furlough days may be taken individually or grouped around a holiday as approved by the City. In no case shall the furlough days scheduled around a holiday exceed one (1) furlough day per month. In addition, the City reserves the right to close down operations and designate the day of the month the furlough day will be taken if the City determines to shut down operations on that day. At the City's discretion, furlough may be taken in increments of not less than four (4) hours.~~

16.1~~6~~4 LAYOFFS

There shall be no layoff of bargaining unit personnel for the period of July 1, 2012, to June 30, 2013, with the exception of the loss of external funding for specific

positions or for employees exercising voluntary or involuntary return rights to previously held positions. The City shall give the Union a minimum thirty (30) calendar day notice of the loss of external funding prior to the effective date of layoff of any employees resulting from the loss of that funding.

~~Effective August 9, 2010, and continuing until June 30, 2011, Local 39 bargaining unit members shall not be laid off except in the event of a fiscal emergency declared by the City Council in the Department of Utilities. If a fiscal emergency is declared and layoffs are needed, the City shall give the Union as much notice as possible.~~

16.15~~7~~ TERM

a. This Agreement shall remain in full force and effect from ~~June 19, 2010~~June 30, 2012, to and including ~~June 29, 2012~~December 27, 2013.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: ~~September 1, 2010~~June 26, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO

BY:_____

JERRY KALMAR
BUSINESS MANAGER-SECRETARY

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

TONY DeMARCO
PRESIDENT

STEVE CROUCH
DISTRICT REPRESENTATIVE

STEPHEN HATCH
BUSINESS REPRESENTATIVE

SCHERITA V. ADAMS
BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY:_____

GERI HAMBY
DIRECTOR OF HUMAN RESOURCES

MARK GREGERSEN
CHIEF NEGOTIATOR

SHELLEY BANKS-ROBINSON
INTERIM LABOR RELATIONS MANAGER

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# AGREEMENT

BETWEEN

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
PLANT OPERATOR UNIT

2012-2013

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Plant Operator Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Plant Operator Unit shall be covered by this Agreement except as hereinafter provided. Additionally, any career employee covered by this Agreement who accepts a temporary appointment to a classification outside this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining units represented by the Union.

The following terms are defined as used throughout this Agreement:

Career Employees: Those employees having either probationary or permanent status in a classification covered by this Agreement.

Non-Career Employees: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

(+1,040): These non-career employees work, within one year of each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

(-1,040): These non-career employees work, within one year of each date of employment, 1,040 or less hours. Included in this category are all non-career employees who do not fall under the (+1,040) definition.

1.3 CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below Step 1, as applicable, of the salary range of the career classification, as shown in the current salary schedule. (For example, if the "1" step hourly rate of pay is $9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be $9.00 minus $.90 or $8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

## ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes all other Agreements and supplements and represents the sole agreement between the parties.

b. If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

## ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules and Regulations; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of the division and department, its budget, its organization, the number of employees, and the numbers, types, classifications and

grades of positions or employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action that may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; (2) the service fees for non-members as set forth in Section 4.2 of this Agreement; and (3) the insurance premiums for City plans, not to exceed three (3) insurance deductions per member.

The City will deduct five dollars ($5) per month from the employee's wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee name and contribution amounts on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.

(3) Deductions and authorizations shall be separated by type of deduction (union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.

(4) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employees and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.

(5) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues, service fees, or insurance premiums.

(6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(7) The City must approve any new payroll deductions for insurance premiums for plans to which the City is not the contracting party which are not being payroll deducted as of the effective date of this Agreement.

(8) The City will remit to the Union a check for all of the deductions.

(9) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, service fee, assessment, or religious objection service fee payment that existed at the time of layoff, as appropriate.

4.2 AGENCY SHOP

a. General

As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighter Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or

if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against any employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

"The Union certifies that _____(employee's name)_____ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.3 UNION STEWARDS

a. The Union may designate Job Stewards for each of the following areas:

| | |
|---|---|
| Sacramento River Water Treatment Plant | One Steward |
| Waste Water Facilities | One Steward |
| American River Water Treatment Plant | One Steward |
| Pump Crew | One Steward |
| Convention Center | One Steward |
| Corporation Yard | One Steward |

b. The Union shall furnish the City with a list of such Stewards after their designation.

c. Stewards shall not conduct Union or representational activities, including grievance handling, on City time unless prior approval is expressly granted by City management.

d. This Article shall not apply to non-career employees.

4.4 LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

The Union will be given a list each month of career and non-career new hires, by name and department, appointed to classifications represented by the Union. The list will be made available in a timely manner after the first of each month.

The Union will also be notified when applications are being solicited for the establishment of new eligible lists for job classifications represented by the Union.

4.5 USE OF CITY INFORMATION SYSTEMS

a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for such mail shall contain the following information: Steward's name, Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of Department management, have reasonable use of City email to fulfill their role as a Steward.

c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

4.5 BULLETIN BOARDS

a. Space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities

(2) Union steward elections

(3) Union appointments and results of Union elections

(4) Union meetings

b. Such other notices as may be allowed by Government Code. The board size shall be no larger than three (3) by four (4) feet.

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 PURPOSE

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

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union, involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of the employee.

c. As used in this procedure, the term "party" means a Unit employee, the Union, the City, or their authorized representatives.

d. As used herein, "Union representative" refers to the recognized employee representative group or their agents.

5.3 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of the parties the time limitation for any step may be extended.

5.4 PRESENTATION

An employee and/or the Union representative may present a grievance while on duty, provided such use of on-duty time shall be kept to a reasonable minimum.

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

Grievances as defined in Section 5.2(a), shall be brought through this procedure.

5.7 INFORMAL DISCUSSION

The grievance initially shall be personally discussed between the employee, and/or the Union representative, and the employee's supervisor. Within five (5) workdays, the supervisor shall give his/her decision or response.

5.8 FORMAL GRIEVANCE - STEP ONE

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than:

(1) Thirty (30) workdays after the event or circumstance occasioning the grievance; or

(2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However, if the informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

c. A formal grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the Division Head. Within five (5) standard workdays after the initiation of the formal grievance, the Division Head or his/her designee shall respond to the grievance in writing.

d. The employee may be represented by the Union representative. Where represented by a Union or other representative the employee shall personally authorize in writing such representative on the grievance form.

5.9 FORMAL GRIEVANCE - STEP TWO

If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) standard workdays to the Department Head. The Department Head or his/her representative shall respond in writing within ten (10) standard workdays to the grievance. If the Department Head or his/her representative determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter. The employee may be represented by a Union representative.

5.10 FORMAL GRIEVANCE - STEP THREE

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) standard workdays. The grievant or his/her representative and the designated representative of the City will meet to hear a grievance appealed to the third step. A grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

b. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.11 ARBITRATION - STEP FOUR

a. If the City's designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Union shall have the right to refer matters to binding arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

b. If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

c. At each step of the formal grievance procedure, a copy of the decision shall be sent to the Union or other authorized representative at the same time as the decision is sent to the grievant.

d. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

e. Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of the coin.

f. The decision of the arbitrator shall be final and binding.

g. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its express provisions.

h. The fees and expenses of the arbitrator and the court reporter if required by the arbitrator or requested by a party, shall be shared equally by the parties.

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

## ARTICLE 6 – SALARY ADJUSTMENTS

### 6.1 SALARY RANGE

Employees shall be covered under the eight-step salary range consisting of Steps 1 through 8 of the classification.

## ARTICLE 7 – SALARY ADMINISTRATION

### 7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

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

## 7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

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

b. Denial of Step Increase and Reduction in-Grade

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

c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only

be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986, because the period April 12, 1986 to July 4, 1986, is included in determining the salary step eligibility date.

(3) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

## 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

## 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

## 7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

## 7.7 LONGEVITY PAY

a. <u>Employee Eligibility</u>

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 six (6) or fewer 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) or more months is taken during any employment year, longevity payment in the July following shall be made on a pro rata 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 pro rata 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 pro rata 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 July following had employment continued, shall be forfeited, and there shall be no pro rata 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 8 – HEALTH AND WELFARE

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

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then toward the premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental

insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to $612 per month for 2012 and $664 per month for 2013 or a contribution equal to the lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be $1200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

8.4 COVERED DEPENDENTS

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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent’s home, 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.

8.5 CASH-BACK LIMITS

The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a).

New employees or employees who are not receiving the cash-back as of June 29, 2012, shall not be eligible for the cash-back option.

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $40,000 City-sponsored term life insurance.

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall establish 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;

b. Unreimbursed health care expenses up to $4,800. Effective January 1, 2013, this amount shall be changed to $2,500 and may be adjusted each plan year effective each January 1; and

c. Dependent care reimbursement.

8.8 RETIREES OR SURVIVOR DEPENDENTS

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

a. <u>Retiree Health Insurance Contribution Rates and Dental Insurance Benefits</u>

Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 per month for the retiree only or $365 per month for the retiree with dependents.

b. <u>Employees Retiring On or After July 1, 1992</u>

(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 age fifty (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 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 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 (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 to 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 shall 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 8.9 after the expiration of this Agreement.

h. Elimination of Retiree or Survivors Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any of the benefits provided in this Section 8.8.

## ARTICLE 9 – LEAVES

9.1 HOLIDAY BENEFITS

a. The existing work schedule for employees on a four on/two off/five on/two off shift, provides for sixty-four (64) hours of recognized holiday benefits. Employees on this shift schedule, in lieu of other recognized holidays, shall be credited with an additional recognized holiday credit at the end of each calendar year of fifty (50) hours. Holiday credit may be taken as holiday time off or paid at the straight-time hourly rate, based on employee preference and operational needs.

b. The following shall be the recognized holidays under this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Cesar Chavez's Birthday | 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 Day | Friday after Thanksgiving |
| Christmas Eve (4 hours) | December 24 |
| Christmas Day | December 25 |
| New Year's Eve (4 hours) | December 31 |

c. Eligibility

(1) To be eligible for holiday pay, the employee shall work his/her last scheduled shift before the recognized holiday and his/her first scheduled shift after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave or compensating time off on either or both of these workdays.

(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:

| 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 fifty percent (50%) benefit shall receive no recognized holiday benefit.

d. 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.

(3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Weekend Schedule

If an employee's scheduled 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.

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

f. 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 Sections 9.1(i), 9.2, and 9.3 below.

g. Holiday Credit Accumulation

The maximum holiday credit accumulation is seven (7) days (56 hours). Any amount over fifty six (56) hours shall be paid to the employee in cash. Holiday credit may be taken by the employee at the discretion of the Department Head.

h. Consecutive Christmas' or Thanksgiving Days

(1) If an employee, within the same permanent job classification, works on three (3) consecutive Christmas Days or three (3) consecutive Thanksgiving Days, such employee shall receive holiday pay plus time and one-half (1-1/2) for all hours worked on the holiday plus eight (8) hours holiday credit for working the third consecutive Christmas Day or Thanksgiving Day. An employee must notify

his/her Superintendent that he/she is scheduled to work three (3) consecutive Christmas Days or Thanksgiving Days, a minimum of forty-five (45) calendar days prior to such third consecutive Christmas Day or Thanksgiving Day to be eligible for the above-stated benefit.

(2) To avoid payment of the above-stated benefit, the City shall have the right to reschedule one of the employee's regularly scheduled days off for the third consecutive Thanksgiving or Christmas. Considering the request of the employee, the regular days off to be rescheduled shall be one of the employee's two (2) consecutive days off immediately preceding or immediately following the applicable holiday. Once the forty-five (45) day notice is given, the City shall have the right to reschedule the employee. If the employee does not give the forty-five (45) day notice he/she is not eligible for the extra compensation but may give the required notice if scheduled to work a fourth consecutive Thanksgiving or Christmas. The employee who gives the forty-five (45) day notice and is rescheduled must begin the consecutive Thanksgiving or Christmas count over again.

i. Floating Holidays

(1) Accrual

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

(i) Each full-time career 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 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 fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the floating holiday accrual for the employee for the next

quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.

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

(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 floating hours accrued and 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) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(3) Close Operations/Conversion of Floating Holiday

(a) The City may elect to close operations for a full day on Christmas Eve and New Year’s Eve and eliminate one floating holiday. The City agrees to meet and confer on the impacts associated with the implementation of the conversion of the floating holiday to the extent required by law.

j. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two (2) four-hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

## 9.2 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

(4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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, however, 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.

c. Employees shall submit a written request on or before May 1 of each year to receive priority for the vacation period desired. Vacations will be assigned on a "first come, first served" basis as work schedules permit. In the event two (2) employees request the same vacation period simultaneously, the conflict will be resolved in favor of the employee with the greater seniority within the current classification. In case of a tie, the vacation preference of the employee with the greatest City service seniority shall prevail. Seniority shall be exercised only once by each employee in each successive choice of vacation periods. Requests for vacation after May 1 will be granted only where vacancies exist or manpower requirements permit. Employees may request vacations of any duration, which may be granted with the approval of the Department Head. The supervisor may approve any vacation request which is not submitted in writing at least twenty-four (24) hours prior to the requested vacation period.

d. Non-career employees shall be eligible to request vacation after career employees have done so.

e. Employees shall be entitled to carry over one week of their accrued vacation into the following calendar year; carry-over of two (2) weeks or more of vacation will be permitted only with approval of the Plant Superintendent. In the event an employee is not permitted to take all of the vacation to which the employee is entitled in a calendar year, the employee shall be permitted to carry-over the unused portion into the following calendar year. The amount of vacation time carried over shall not exceed the total amount of vacation the employee earned in the preceding calendar year.

9.3 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 and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee who while on vacation is bedridden for three (3) or more days, or hospitalized for one or more days, due to illness or injury may have such days charged to accrued sick leave provided the employee submits appropriate written verification from the treating doctor or the hospital in which he/she was confined.

(3) An employee in active service of the City eligible to accumulate sick leave credits shall in January 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.

(4) An employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

b. Sick Leave Cash-Out

(1) PERS

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 total 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 total sick leave balance to service credit pursuant to the PERS contract with the City. All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

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

c. 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.

d. Utilization of Sick Leave

Use of sick leave is governed by Civil Service Board Rule 16, Attachment A to the Civil Service Rules and Regulations.

e. 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.

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

9.4 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or 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 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 for jury duty. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

b. A swing shift or graveyard shift employee shall notify the supervisor, whenever possible, well in advance of the expected date(s) of court appearance or jury duty. The supervisor, when notified in advance, shall change the employee's shift from swing or graveyard to a day shift for the day(s) court appearance or for duration of jury duty. Employee's shifts shall be changed to a "day shift" only for days on which the courts are in session. The regularly assigned days of work shall remain the same.

c. If the swing or graveyard shift employee serves in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor so he/she will be excused from the remaining day shift. If the employee is in court or on jury duty less than one-half of the day shift, the employee will be required to return to work.

d. A graveyard shift employee may request to take off the shift after the court leave and use accrued vacation or other leave accruals to cover the shift.

e. 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.

f. When a non-career employee is regularly scheduled to work and is ordered to report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

9.5 PARENTAL LEAVE

a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave 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 during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.

(4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), 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.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

9.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, 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. A donor terminating for any reason shall be paid for pledged but unused leave time.

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 which 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; or

(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.

9.7 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.

9.8 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee’s leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee’s regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee’s gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balances with SDI:

(1) Sick Leave

(2) Personal Leave

(3) Compensating Time Off (CTO)

(4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

9.9 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee‘s spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

## ARTICLE 10 – SPECIAL ALLOWANCES

10.1 STANDBY ASSIGNMENTS

a. Employees who are required to remain on standby for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay.

b. Employees who are on standby assignment on New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

c. If an employee is assigned to standby and receives telephone contacts and engages in problem resolution which totals in excess of fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater. Additional calls during that two-hour period are covered under that minimum time.

d. An employee who is on standby and required to report to the Pioneer Reservoir Plant, Sump 2 or Sump 2A shall be paid mileage at the IRS rate for the use of their personal vehicle to and from home and the reporting location. In the event that an employee assigned to these sites must travel to another location, the employee shall utilize a City vehicle for such additional travel.

e. An employee who is on standby and required to report to any location other than those identified in (d) above shall be paid mileage at the IRS rate for the use of their personal vehicle to and from home and the 35th Avenue Yard where the employee will obtain a City vehicle to report to the assigned location.

f. The City will maintain at least one (1) vehicle for on-call/standby use at three (3) locations identified in (d) and (e).

g. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by the appointing authority.

10.2 CALL-BACK/CALL-IN PAY

a. An employee who has completed his/her regular shift and has left City premises and is called back to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half.

b. Provided, however, that this shall not apply to an employee who is requested to report early for his/her assigned shift, i.e., who is ordered to report for duty earlier than the scheduled time for the commencement of his/her shift, and who continues on duty for his/her scheduled shift. An employee who is called to work early in this manner without sixteen (16) hours prior notification shall receive a minimum of one hour's pay at the overtime rate of time and one-half, and shall be allowed to complete his/her regular shift.

c. In the event an employee is required by the City to work extended overtime hours which do not allow the employee to obtain a minimum opportunity to recuperate prior to beginning his/her next regularly scheduled work shift, and the employee's supervisor agrees that the employee would be in unfit condition to begin work as scheduled, the supervisor shall grant the employee reasonable recuperation time, with no loss of pay, prior to reporting for work. It is recognized that the City's ability to allow such recuperation time may be limited by the circumstances and/or conditions which necessitated the original extended overtime hours.

10.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to a higher classification shall be compensated for the duration of the out-of- classification assignment by the payment of five (5) percent of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. The assignment may be confirmed in writing at a later time. Departments may establish internal tracking and approval systems for out-of-classification pay administration.

b. Temporary work in a higher classification shall first be offered to career employees. If no career employee desires the temporary work in a higher classification said assignment may then be offered to a non-career employee.

c. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

d. When such a temporary assignment to a higher classification is to be filled by an employee, the City shall, whenever practicable, distribute such temporary assignments evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

10.4 SHIFT DIFFERENTIAL

a. Employees who work five-eighths (5/8) or more of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall receive for the entire shift a night-shift differential of five percent (5%) in addition to their regular wage. Employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m. shall receive for those hours worked (to the nearest one-half hour) within this period, a night-shift differential of five percent (5%) in addition to their regular wage.

b. Notwithstanding the above, the Relief Plant Operators and the relief operator at Sump Two who are assigned the regular rotating shifts shall be eligible to receive the five percent (5%) shift differential for all regular shifts worked while on the relief schedule.

10.5 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

10.6 CONTINUING EDUCATION

a. Where the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the city will provide the needed CEUs on-duty.

b. When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the

training and allow the employee to attend on City time. Upon approval, the City shall reimburse the employee upon obtaining the continuing education units. Such request shall not be unreasonably denied.

10.7 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that employees maintain licenses and/or certifications required by federal, state or local government law, the City agrees to pay the cost of licenses and/or certifications required in the water treatment and waste water treatment operations. This Section shall not apply to driver licenses.

10.8 CERTIFICATE INCENTIVES

a. The following incentive certificate pay shall be paid to eligible employees in the classification of Junior Plant Operator, Plant Operator, and Senior Plant Operator and shall be administered as follows:

(1) An eligible employee is an employee who possesses a current California State Certified Water Treatment and/or Waste Water Operators certificate above the minimum requirements set by state regulation for performing duties and responsibilities as a Plant Operator.

(2) An eligible employee shall be paid the incentive pay for the highest level water treatment or waste water certificate maintained. Incentive pay shall not be cumulative.

(3) The incentive pay shall be paid as follows:

| | |
|---|---|
| Category “2” | $150.00 per month |
| Category A3" | $300.00 per month |
| Category A4" | $450.00 per month |
| Category A5" | $600.00 per month |

(4) An employee who is required to maintain, or who obtains for City benefit, a crane operator license shall receive a biweekly certification pay of fifteen dollars ($15).

b. Where applicable, employees in the classification of Stationary Engineer and Senior Stationary Engineer who possess and maintain the following certificates, which are not minimum qualification requirements, will receive certificate incentive pay as follows:

(1) HVAC Electrical Plumbing; steam boiler systems operation and maintenance; heating system specialist; hydronic systems; programmable direct digital control systems; asbestos abatement; and/or Forklift Operator.

(a) "HVAC" certificate shall mean an employee who possesses and maintains a "Universal" certificate.

(b) Programmable Direct Digital Control (PDDC) certificate shall mean certification by Yamas Computer Systems and/or Johnson Computer Systems.

(2) Eligible employees shall be paid incentive pay at the flat dollar rate of $25.00 per certificate per month for a maximum of $100.00 per month.

c. Where applicable, employees in the classification of Stationary Engineer and Senior Stationary Engineer who possess and maintain certificates required by the Department Head, or his/her designee, which are not minimum qualification requirements, shall be eligible to receive Programmable Building Energy Management Control System certificate incentive pay at the flat dollar rate of $425.00 per month.

## ARTICLE 11 – HOURS OF WORK

11.1 WORK SCHEDULE

a. The workweek shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. Except for employees on the four on/two off/five on/two off work schedule, the normal workweek for full-time career employees shall consist of forty (40) hours of work. The normal workday for full-time career employees shall consist of eight (8), nine (9), or ten (10) working hours and begin at 12:01 a.m. and end at 12:00 midnight daily.

b. The existing work schedule of four (4) consecutive days on/two (2) consecutive days off/five (5) consecutive days on/two (2) consecutive days off, for employees assigned to Waste Water and Water Treatment Plants shall continue. The existing work schedule of five (5) consecutive days on/two (2) consecutive days off for all other employees in the Plant Operator Unit shall be continued. All employees shall have a regular starting and stopping time. Stationary Engineers shall not have permanent rotating shifts.

c. Notwithstanding subsection (b) above, the City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five eight (8) hour workdays, or a nine eighty (80) workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to negotiate with the Union thirty (30) days in advance of implementation of the four ten (10) workweek, or nine eighty (80) workweek schedule.

d. Every employee shall have a regular lunch period of not less than thirty (30) minutes nor more than one (1) hour which shall be scheduled generally in the middle of the work shift. If any employee is required to remain at his/her workstation in a plant

during his/her lunch period, he/she shall be considered as having worked eight (8) consecutive hours at the regular rate of pay and any time worked over eight (8) hours shall be compensated at the overtime rate of time and one-half.

e. Employees shall be given seven (7) days prior notice to any permanent change in scheduled shifts. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

f. However, if an employee's shift is changed more than three (3) times in one calendar month, excluding overtime situations, the employee shall be paid at the overtime rate for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period.

g. This Section shall apply to non-career employees only to the extent that non-career employees with a permanent shift schedule shall be given seven (7) days prior notice of any permanent changes in scheduled shifts. If a non-career employee's shift or days off are changed without the above notification he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

11.2 OVERTIME AND COMPENSATING TIME OFF)

a. All employees shall have a regular starting and stopping time. All work required to be performed before or after the regularly scheduled hours shall be compensated at the overtime rate of time and one-half. All time required to be worked in excess of eight (8) hours in any one day shall constitute overtime and shall be compensated for at the rate of time and one-half. All time required to be worked on a scheduled day off shall be compensated at the overtime rate of time and one-half. Employees on a four ten (10) workweek shall be compensated at time and one-half for hours worked over ten (10) in a workday.

b. Overtime pay shall be paid on the next payday following the pay period in which it was earned. Absence with pay shall be counted as time worked.

c. Overtime shall be distributed evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

d. Employees shall be entitled to overtime compensation or compensating time off at the employer's option. Considering the request of the employee, the determination of additional pay or time off for overtime compensation shall be made by the Department Head.

e. Both the cash payment and the compensating time off shall be computed at the rate of time and one-half (1-1/2) the number of overtime hours worked. Any compensating time off must be approved by the employee's Department Head.

f. Employees may accrue up to one hundred and twenty (120) hours of compensating time off. 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.

g. This Section shall apply to non-career employees except that career employees shall be offered overtime prior to non-career employees.

## ARTICLE 12 – LAYOFF

12.1 PURPOSE

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

12.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority for the reallocated or demoted employee shall be mutually established by the City and the Union at the time of reallocation. Within a regression ladder, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications within the regression ladder, and (2) previous classification seniority in the job classification in which the employee is currently working, and (3) present time spent in the job classification in which the employee is currently working, minus any seniority adjustments.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reinstated may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is less than the top rate of pay of the employee's present classification due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder.

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

(1) Senior Plant Operator
Plant Operator
Junior Plant Operator

(2) Senior Stationary Engineer
Stationary Engineer

(3) Senior HVAC Systems Mechanic
HVAC Systems Mechanic

e. Permanent Status For the purposes of this layoff procedure permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification.

f. Career and Non-Career Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

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

h. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

(1) The Department of General Services shall be considered a single department.

(2) The Department of Utilities shall be considered a single department.

(3) The Departments of Parks and Recreation and Convention, Culture & Leisure Department shall be considered a single department.

No future reorganization shall be construed to change this provision except by mutual agreement of the parties.

12.3 PROCEDURE

a. Non-Career Employees When layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

b. Career Employees

(1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace any employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

(4) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within two (2) normal workdays of receiving notice of layoff. Where employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(5) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.

(6) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

## 12.4 NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

12.5 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2, "Advancement in Rate of Compensation", with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher in the permanent classification. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the salary range and respective salary step for the affected classification as set forth in the current salary schedule.

12.6 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the Benefits Division, Department of Human Resources, on the request of laid-off employees.

12.7 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order

of their downgrade or layoff. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with the employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification to which provisional or probationary status was held at the time of layoff or downgrade. Provisional or probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other qualifications of the classification to which he/she is being recalled, that existed at the time of layoff/displacement.

12.8 LAYOFF REOPENER

The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

## ARTICLE 13 – DISCIPLINE

13.1 DISCIPLINE

a. For non-career employees in career classifications and those not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Appeals of discipline filed prior to January 13, 2001, shall continue to be processed under

Civil Service Board Rule 12. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

b. Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure. However, disciplinary action shall be grievable for non-career Stationary Engineer and Senior Stationary Engineer employees who have worked in excess of 1,040 hours since their last date of hire. Disciplinary action shall be grievable for non-career Junior Plant Operator, Plant Operator, and Senior Plant Operator employees who have worked in excess of 2,080 hours since their last date of hire. Hours worked as a Career Development Trainee shall not count toward the 1,040 or 2,080 hours needed to qualify to appeal discipline.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working 1,040 hours or 2,080 hours, whichever is applicable, without right of appeal. Such release shall be confirmed in writing.

13.2 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 27, 1990, 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 Human Resources. 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. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand issued after October 27, 1990, 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.

c. A letter of reprimand issued prior to October 27, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

13.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

## 13.4 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After a disciplinary appeal has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board.

j. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline arbitration hearing held pursuant to this procedure.

The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision."

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

13.5 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to select a hearing procedure (arbitration hearing or administrative hearing), select an arbitrator, schedule a hearing, or otherwise participate in the appeal process.

## ARTICLE 14 – SAFETY SHOES AND SAFETY GLASSES

14.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment pursuant to required safety rules and regulations, the City shall reimburse said employees for the cost of an acceptable safety shoe and/or inserts up to a maximum of $200.00 per pair, or up to a maximum of $250.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pair of safety shoes at the same time. With prior permission, employees may request and be reimbursed for repairs of current acceptable safety shoes in lieu of the purchase of a pair of safety shoes.

b. All employees falling outside the coverage of subsection (a) above shall also be required to wear safety shoes as a condition of employment. The City will reimburse these employees for the cost of an acceptable safety shoe up to a maximum of $200.00 per pair, or up to a maximum of $250.00 per pair if special order is required, but normally

not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time.

c. To be eligible for the reimbursement as stated in subsections (a) and (b) above, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

d. The City maintains the right to specify the type of required safety shoes.

14.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses. The City shall provide non-prescription safety glasses for employees.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of $125.00 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

14.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

a. The City agrees to repair or replace prescription safety glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the City of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Article. All costs to update the prescription shall be borne by the employee.

## ARTICLE 15 – UNIFORMS

15.1 UNIFORMS

a. The City agrees to provide uniforms for employees who are required to wear uniforms.

b. All employees covered by this Agreement and occupying classifications in the Plant Operator Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

c. During the summer months of June, July and August, employees in the classifications of Junior Plant Operator, Plant Operator, and Senior Plant Operator, who are required to wear a uniform shall be provided with clean orange, blue, or tan T-shirts on a 5-5-1 basis. The T-shirts are in lieu of the currently provided shirts.

d. The value of the uniforms provided by the City shall be reported as compensation at the rate of five dollars ($5.00) biweekly to the Public Employees Retirement System (PERS).

e. All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

15.2 FOUL WEATHER JACKET

a. Employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

b. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

## ARTICLE 16 – MISCELLANEOUS

16.1 SAFETY

Employees shall not perform work alone in any plant on swing or graveyard shift where another employee is not within easy access to assist or obtain assistance should such employees working alone sustain an injury or become seriously ill.

16.2 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for

a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Effective December 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

16.3 SELECTION OF VACANCIES

a. When a permanent vacancy occurs in a particular job assignment, employees holding permanent status in the classification in which the vacancy arises may request to be reassigned to such vacancy. Such employees who possess those skills and abilities required for the position shall be given preference over those individuals appointed from an eligible list. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule. If both of these considerations are found to be equal by the appointing authority, classification seniority will be the determining factor. For employees in the classifications of Senior Stationary Engineer and Stationary Engineer, vacancy selection preference pertains to permanent vacancies within an employee's own department. When a vacancy occurs in other departments, an employee may submit transfer requests as provided by the Civil Service Board Rules and Regulations.

b. When a permanent vacancy occurs due to retirement, death, demotion, resignation, promotion, or termination, a notice of such vacancy shall be posted seven (7) calendar days prior to the regular filling of said vacancy. The notice shall include the shift and work location of the vacancy. The notice of vacancy for Plant Operators shall be posted at the Sacramento Water Treatment Plant, the Fairbairn Water Treatment Plant, Sump 2, at the Well Crew Dispersal Site, and 35th Avenue. The notice of vacancy for Stationary Engineers and Senior Stationary Engineers shall be posted in those departments where employees in the affected classification are employed.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. This Section shall not apply to non-career employees.

16.4 STRIKES AND LOCKOUTS

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

Further the City shall have the right to deny all usage of sick leave by an employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

16.5 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

16.6 EMPLOYEE PERFORMANCE APPRAISALS

a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.

b. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

(1) Write a rebuttal statement for attachment to the performance evaluation form; and

(2) Informally appeal to the supervisor of the reviewer, but in no case higher than the department head.

c. Appeals of employee performance evaluations are not subject to the grievance procedure.

16.7 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period for Stationary Engineer and Senior Stationary Engineer shall be one thousand forty (1,040) hours worked. The trial period for Junior Plant Operator, Plant Operator, and Senior Plant Operator shall be a three hundred sixty-five (365) calendar day period beginning with the first day the employee reports to work or until the employee has worked two thousand eighty (2,080) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

16.8 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, 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. The time period may be extended by a signed agreement between the City and the employee.

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.

16.9 COMMERCIAL DRIVER LICENSE

Effective July 1, 1995, or upon individual renewal, whichever occurs first, each employee whose job assignment requires him/her to operate, drive, or maintain a commercial motor vehicle shall possess a valid commercial California driver license and endorsements as follows:

| Classification | Required License | Endorsements |
|---|---|---|
| Junior Plant Operator | A:MSA; B:MSA (1) and (2) | Tank Vehicle & Hazardous Materials |
| Plant Operator | A:MSA; B:MSA (1) and (2) | Tank Vehicle & Hazardous Materials |
| Senior Plant Operator | A:D; B:D (1) and (2) | Tank Vehicle & Hazardous Materials |

(1) License must not have an air brake restriction

(2) Management will determine on a case-by-case basis if the license must have a manual transmission endorsement.

If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements is mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments. Such mandated assignments shall be by inverse order of classification seniority beginning with the employee with the least amount of classification seniority.

16.10 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System, (PERS) plan:

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

b. Effective June 30, 2012, employees shall pay the seven percent (7%) miscellaneous member contribution to the PERS retirement plan.

c. Effective as soon as administratively possible, the City shall amend its contract with PERS to provide a benefit formula of 2% at age 60 for new employees hired on or after the date of the PERS contract amendment. If legally required, the plan shall be the same as other PERS miscellaneous employees and shall include thirty-six (36) highest paid consecutive months of final compensation.

16.11 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide Program.

16.12 PROBATIONARY PERIOD

a. All Stationary Engineers shall serve an initial probationary period of six (6) months.

b. All Junior Plant Operator, Plant Operator, and Senior Plant Operator employees hired on or after December 30, 2000 shall serve an initial probationary period of one year.

c. An employee serving a probationary period shall receive a minimum of three (3) written performance appraisals, based on evaluations conducted at four (4), eight (8), and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.

d. The necessity for a written performance appraisal shall be eliminated if, at any point during the one year probationary period, the appointing authority releases the employee during probation.

e. A probationary employee may be released from his or her position at the discretion of the appointing authority at any time during the probationary period without right of appeal. Such release shall be confirmed in writing.

16.13 HEALTH RATE HOLIDAY/IN-LIEU OF HOLIDAY

a. During Fiscal Year 2012-13, the City shall provide three (3) months health and welfare payment “holidays,” as specified in subsections (1) through (3) below. The first two (2) months shall be implemented as soon as administratively practicable in Fiscal Year 2012-13. The third month shall be implemented in May of 2013.

(1) For full-time career employees who waive City-sponsored health insurance or are enrolled in a City-sponsored health plan for employee only, the amount shall be $200 per month.

(2) For full-time career employees enrolled in a City-sponsored health plan for employee plus one dependent, the amount shall be $370 per month.

(3) For full-time career employees enrolled in a City-sponsored health plan for employee plus two dependents, the amount shall be $423 per month.

b. The monthly amounts indicated above shall be divided in half and paid on the first two (2) pay periods of each applicable month.

c. Part-time employees shall be prorated as indicated in 8.2(a).

16.14 LAYOFFS

There shall be no layoff of bargaining unit personnel for the period of July 1, 2012, to June 30, 2013, with the exception of the loss of external funding for specific positions or for employees exercising voluntary or involuntary return rights to previously held positions. The City shall give the Union a minimum thirty (30) calendar day notice of the loss of external funding prior to the effective date of layoff of any employees resulting from the loss of that funding.

16.15 TERM

a. This Agreement shall remain in full force and effect from June 30, 2012, to and including December 27, 2013.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: June 26, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO

BY:_____

JERRY KALMAR
BUSINESS MANAGER-SECRETARY

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

TONY DeMARCO
PRESIDENT

STEVE CROUCH
DISTRICT REPRESENTATIVE

STEPHEN HATCH
BUSINESS REPRESENTATIVE

SCHERITA V. ADAMS
BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY:_____

GERI HAMBY
DIRECTOR OF HUMAN RESOURCES

MARK GREGERSEN
CHIEF NEGOTIATOR

SHELLEY BANKS-ROBINSON
INTERIM LABOR RELATIONS MANAGER

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AGREEMENT

BETWEEN

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
GENERAL SUPERVISORY UNIT

2012~~0~~-2013~~2~~

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the General Supervisory Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

## ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. This Agreement when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; and (2) the insurance premiums for City ~~or Union~~ plans, not to exceed three (3) insurance deductions per member.

~~a.~~ The City will deduct five dollars ($5) per month from the employee's wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee name and contribution amounts on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) Deductions and authorizations shall be separated by type of deductions (Union membership dues, insurance premiums) and by payee.

(3) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union.

(4) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues.

(5) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(6) The City will remit to the Union a check for all of the deductions.

~~(6)~~(7) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, service fee, assessment, or religious objection service fee payment that existed at the time of layoff, as appropriate.

4.2 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.

(2) No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

(3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any

dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.1. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighter Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

> "The Union certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.3 BULLETIN BOARDS

a. In addition to providing the Union with a locked bulletin board at City Hall, space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities

(2) Union steward elections

(3) Union appointments and results of Union elections

(4) Union meetings

b. Such other notices may be mutually agreed upon by the Union and the Department of Human Resources. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be no larger than three (3) feet by four (4) feet.

4.4 STEWARDS

a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Human Resources, together with any changes thereto.

b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the City. The Union will not exceed a ratio of one (1) Steward to every fifty-five (55) represented employees.

c. Stewards shall not conduct Union or representational activities on City time unless prior approval is expressly granted by City management.

4.5 USE OF CITY INFORMATION SYSTEMS

a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for such mail shall

contain the following information: Steward's name, Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of Department management, have reasonable use of City email to fulfill their role as a Steward.

c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

The City and the Union agree to implement the following grievance procedure:

5.2 PURPOSE

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

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the Union, the City, or their authorized representatives.

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

5.4 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

d. The grieving employee's Division Head or designee shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The answer by the Division Head or designee shall include the following:

(1) a complete statement of the City's position and the facts upon which it is based;

(2) the remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The Union representative and designated Departmental representative will meet in an effort to settle the matter. The City's answer will be made five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

a. The Union's representative and the designated representative of the City will meet to hear grievance appealed to the third step. Grievances of general nature pertaining to matters not normally decided by Shop or Unit supervisory personnel may be presented directly to the third step.

b. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

c. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.7 ARBITRATION

If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

a. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and employee.

d. The fees of the arbitrator and the court reporter if used will be borne equally by the Union and the City.

e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

f. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the thirty (30) day time limit for filing grievances may be extended.

g. If the City does not meet time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. The Union District Representative or designee shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

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

## ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

Employees shall be covered under the salary range consisting of Steps 1 through the top step of the classification.

## ARTICLE 7 – SALARY ADMINISTRATION

### 7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

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

### 7.2 ADVANCEMENT IN RATE OF COMPENSATION

~~a. Advancement in Steps Suspended~~

~~Effective August 9, 2010, the salary range step increases referred to below shall be suspended. Effective the pay period that includes July 1, 2012, employees shall be moved to the salary step that they would have been at had salary range step increases not been suspended.~~

~~b.~~a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

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

~~c.~~b. Denial of Step Increase and Reduction in-Grade

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

~~d.~~c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

~~e.~~d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986, because the period April 12, 1986, to July 4, 1986, is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.

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

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

7.7 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have his/her salary reduced that day due to insufficient accrued, usable leave.

7.8 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~~ six (~~20~~6) ~~working days~~ 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~~ six (~~20~~6) or fewer ~~days~~ 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~~ six (~~20~~6) ~~days~~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 re-employed, 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~~ six (~~20~~6) or more ~~working days~~ months is taken during any employment year, longevity payment in the July following shall be made on a pro rata 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 pro rata 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 pro rata 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 July following had employment continued, shall be forfeited, and there shall be no pro rata 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~~l~~ 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.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to supervisors and the City will contribute two percent (2%) of salary to the 401(a) Plan.

## ARTICLE 8 – HEALTH AND WELFARE

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

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then toward the premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee~~; and union-sponsored disability, income protection plan, and High Level Accidental Death and Dismemberment Insurance~~. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period~~day~~ may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.~~ Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.~~

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to $~~460~~ 612 per month for 2012 and $664 per month for 2013 or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be $1200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

~~e. Effective July 2, 2011, or thereafter, the Union may reopen this Agreement on health care to discuss the City contribution for health insurance in 2012.~~

8.4 COVERED DEPENDENTS

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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies

as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent's home, 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.

8.5 CASH-BACK LIMITS

The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a).

New employees or employees who are not receiving the cash-back as of June 29, 2012, shall not be eligible for the cash-back option.

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $20,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $30,000 City-sponsored term life insurance.

~~8.7 UNION REPORTING~~

~~The Union agrees to furnish to the City, on request, information on each employee's enrollment in union-sponsored insurance to which the City contribution under subsection 8.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.~~

8.7~~8~~ FLEXIBLE SPENDING ACCOUNTS

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

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

b. Unreimbursed health care expenses up to $4,800. Effective January 1, 2013, this amount shall be changed to $2,500, and may be adjusted each ~~per~~ plan year effective each January 1; and

c. Dependent care reimbursement.

~~Administrative costs shall be paid by the employees participating in Sections 8.8(b) and (c).~~

8.8~~9~~ RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 per month for the retiree only ~~and~~ or $365 month for the retiree with dependents.

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 fifty (50).

(2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution 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 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 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 (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 shall 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 8.9 after the expiration of this Agreement.

h. Elimination of Retiree or Survivors Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any of the benefits provided in this Section 8.8.

## ARTICLE 9 – HOURS OF WORK

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said seven (7) day period.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five eight (8) hour workdays, or a 9-80 workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the Union thirty (30) days in advance of implementation of the four ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Union.

c. All employees covered by this Agreement, except those employees on a straight eight (8) hour workday, shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the work shift. If an employee is required to work during his/her lunch period, and if no alternate lunch period is taken, at the approval of the employee's supervisor said time shall be compensated at the applicable overtime rate if the hours worked exceed that of his/her scheduled work shift.

d. Employees shall be given at least five (5) workdays' notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

9.2 REST PERIODS

a. Each employee covered by this Agreement will be afforded rest periods. These rest periods will be as currently administered by their respective departments.

b. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and Union agree otherwise in writing.

c. The City shall notify employees or post in each work location a policy statement regarding when rest periods shall be taken. In the event it is deemed necessary to change an established rest period within a work organization, notification will be given to the Union prior to implementing such change.

9.3 DISPATCHER SHIFT BIDS AND ASSIGNMENTS

a. Career employees in the classification of Supervising Dispatcher who have completed their probationary period shall be permitted to annually bid for work shift preference based on classification seniority; however, administrative positions shall be filled by management.

b. Shift bid sign-ups will take effect within Police or Fire dispatch. Transfers between Police and Fire dispatch will be based on seniority when a vacancy becomes available. Transfer requests may be granted at other times.

## ARTICLE 10 – OVERTIME COMPENSATION

10.1 OVERTIME

a. Employees required to work in excess of eight (8) hours per workday, forty (40) hours per workweek, or on a recognized holiday shall be compensated for such work time at one and one-half (1-1/2) times their regular rate of pay. Employees on a four ten (10) workweek shall be compensated at time and one-half (1-1/2) for hours worked over ten (10) in a workday. If the overtime worked is not contiguous to the employee's regularly scheduled work day, the employee will receive a minimum of two (2) hours of overtime. .

b. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours notice or more. Scheduled overtime shall be compensated for a minimum of one hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

c. Overtime compensation shall be paid by cash payment or with compensating time off (CTO) as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee.

d. Employees may accrue up to one hundred and sixty (160) 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 City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

10.2 COURT OVERTIME

a. <u>Court Overtime</u>

(1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a

subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.

(2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.

(4) When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance. If the employee's court extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.

(6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. <u>Telephone Standby Time</u>

(1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor, of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her

regular rate of pay for only those hours that the court is actually in session.

(2) There shall be no telephone overtime for an employee merely answering his/her personal telephone.

(3) This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

Notice of cancellation will be given to employees three (3) hours prior to court or at the end of last shift prior to court. In the event that such notice is given within the three (3) hours, employees will receive two (2) hours of overtime at the rate of time and one-half. Notification to employees prior to three (3) hours will eliminate overtime compensation.

## ARTICLE 11 – STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

### 11.1 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay. Non-career employees shall not be on call for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

b. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by the appointing authority.

### 11.2 NIGHT-SHIFT PREMIUM PAY

a. Employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

## ARTICLE 12 – LEAVES

12.1 HOLIDAYS

a. The following shall be the recognized holidays under this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |
| Holiday | Date |
| Cesar Chavez's 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 Day | Friday after Thanksgiving |
| Christmas Eve (4 hours) | December 24 |
| Christmas Day | December 25 |
| New Year's Eve (4 hours) | December 31 |

b. Eligibility

To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or CTO shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

c. 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.

(3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

If an employee's scheduled 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.

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

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 Sections 12.1 (f) and (h), 12.2, and 12.3 below.

f. Holiday Benefit for Employees in Classifications Which Accrue Holiday Time

(1) The number of recognized holiday hours for full-time career employees in a classification designated to accrue holiday time shall be one hundred and twelve (112) per fiscal year accrued at the rate of four (4) hours, forty (40) minutes per bi-weekly pay period.

(2) The following classifications shall accrue holiday credit:

Supervising Property Assistant
Supervising Dispatcher
Parking Lot Supervisor
Senior Parking Lot Supervisor

(3) At the option of the City, the employee shall either be given one day off with pay for accrued holiday credit on a one-day for one-day basis, or in lieu thereof shall have his/her pay adjusted on the basis of an additional four (4) hours pay per eight (8) hours of holiday credit.

(4) Employees who accrue holiday time may accumulate holiday credit up to a maximum of one hundred twelve (112) hours. Thereafter, all accrued holiday time in excess of one hundred twelve (112) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate. Holiday credit may be taken by the employee at the discretion of the Department Head. Employees may

use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, except those employees covered under subsection (e), employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career 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.

(b) A part-time career employee, including an employee in a work sharing program– or a non-career (+1,040) employee shall accrue floating holiday credit based upon the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the floating holiday accrual for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.~~number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.~~

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and 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) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(3) Close Operations/Conversion of Floating Holiday

(a) The City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one floating holiday. The City agrees to meet and confer on the impacts associated with the implementation of the conversion of the floating holiday to the extent required by law.

h. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two (2) four-hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

12.2 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

b. Integration of Vacation With Workers Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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, however, 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.

c. Vacation Scheduling

(1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern where more than one employee bids for the same period. In case of a tie the employee with the greatest amount of continuous City service shall be senior.

(2) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.

(3) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized representative. Such request shall not be unreasonably denied.

(4) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.

d. Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of any duration.

e. Notice of Loss of Vacation

All employees shall be notified in advance before losing accumulated vacation.

12.3 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 and Regulations of the Civil Service Board, one-third (1/3)

of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City eligible to accumulate sick leave credits shall in January 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 employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

b. Sick Leave Cash-Out

(1) PERS

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 total 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 total sick leave balance to service credit pursuant to the PERS contract with the City. All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

Upon termination of any employee eligible to accumulate sick leave credits for reasons of retirement, resignation, or layoff after service for

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

c. 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.

d. Utilization of Sick Leave

Use of sick leave is governed by Civil Service Board Rule 16, Attachment A to the Civil Service Board Rules and Regulations.

e. 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.

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

12.4 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or 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 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. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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 of 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 report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

12.5 PARENTAL LEAVE

a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave 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 during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not

change based on a change in employment status, such as from part-time to full-time career.

(4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), 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.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

12.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, 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. A donor terminating for any reason shall be paid for pledged but unused leave time.

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 which 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; or

(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.

~~l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.~~

12.7 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.

12.8 SUPERVISORY PERSONAL TIME OFF (PTO)

a. Full-time career employees shall be credited with twenty-four (24) hours of personal leave time on July 1 of each fiscal year. Employees appointed after July 1 shall be entitled to a pro rata share of the time based on the number of full months remaining in that fiscal year.

b. Personal time off shall not accumulate from fiscal year to fiscal year. If an employee is unable to use all of the time by the end of the fiscal year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.9 FAMILY MEDICAL LEAVE

a. The federal and state medical leave acts are applicable to career and non-career employees who have completed the required 1250 hours of employment prior to the time requested. The City uses a rolling period under the Acts, determining eligibility from the last date of FMLA leave, if applicable.

b. To apply for a leave the employee must complete the City leave request form available from the Department of Human Resources or the Department support staff. The employee must provide medical verification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.

c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation 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, federal and state FMLA leaves shall be used concurrently.

e. The City policy covering FMLA shall be applicable to all employees and may be obtained from the Department of Human Resources.

12.10 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross

income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balances with SDI:

(1) Sick Leave

(2) Personal Leave

(3) Compensating Time Off (CTO)

(4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

12.11 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee's 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.

## ARTICLE 13 – SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned ~~in writing~~ to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. Departments may establish internal tracking and approval systems for out-of-classification pay administration.

b. Temporary work in a higher classification shall first be offered to career employees. If no career employee desires the temporary work in a higher classification said assignment may then be offered to a non-career employee.

c. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

13.2 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

13.3 FORENSIC IDENTIFICATION CERTIFICATE PROGRAM

a. Career employees in the classification of Supervising Forensic Investigator shall receive fifteen percent (15%) incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. (International Association for Identification) standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in the current salary schedule.

b. Career employees in the classification of Supervising Forensic Investigator shall receive a five percent (5%) incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in the current salary schedule.

c. In order to be eligible for the Incentive Compensation Program, eligible employees who possess the Latent Print Examiner Certificate and/or the Bachelor's Degree must place it on file with the Police Department for verification and processing of the incentive compensation to be effective in the next bi-weekly pay period.

13.4 SUPERVISING PLANT OPERATOR CERTIFICATE PAY

Employees in the classification of Supervising Plant Operator shall receive certificate pay of sixty dollars ($60) per pay period for the possession of a T-5 certificate.

13.5 TOOL ALLOWANCE AND INSURANCE

a. Employees in the classification of Equipment Maintenance Supervisor will be paid a $10.00 per month tool allowance on a semi-annual basis.

b. Employees in the classification of Equipment Maintenance Supervisor will be provided tool insurance against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for loss by mysterious disappearance) provided the employee furnishes the City a list of his/her tools on an inventory form and notifies the City when he/she removes his/her tools from the City premises. This insurance will be on the basis of a fifty dollar ($50.00) deductible and it is understood the employee shall pay the

first fifty dollars ($50.00). Losses under this Section shall be reimbursed by replacement value of the tools, with a maximum reimbursement of four thousand dollars ($4,000.00). It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Section.

13.6 PROFESSIONAL ENRICHMENT

Supervisors who are members of work-related professional organizations or subscribe to periodicals related to their field may request that the costs attached to these be reimbursed by the Department. Such request shall not be unreasonably denied.

13.7 REQUIRED LICENSES AND CERTIFICATIONS

a. Where the City requires that employees maintain licenses and/or certifications, the Department Head or designee may consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications. This Section shall not apply to driver licenses.

b. Building Inspector Certificate Pay

(1) Employees in the classifications of Supervising Building Inspector, and Senior Supervising Building Inspector will receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Commercial Building Inspector or NFPA

Certified Building Inspector or Building Inspector (Combination Inspector)

(b) ICC Commercial Electrical Inspector or NFPA

Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)

(c) ICC Commercial Plumbing Inspector or IAPMO

Plumbing Inspector or Plumbing Inspector (Combination Inspector)

(d) ICC Permit Technician

(e) ICC Accessibility Inspector/Plans Examiner

(f) ICC Residential Combination Inspector

(g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner

(h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist

(i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector

(j) PC 832, Arrest Search and Seizure

(k) CACE Code Enforcement Officer

(l) ICC Zoning Inspector or AACE Zoning Officer

(m) ICC Commercial Energy Inspector

(n) ICC Commercial Energy Plans Examiner

(o) ICC Residential Energy Inspector/Plans Examiner

(p) ICC Structural Masonry Inspector

(q) ICC Steel and Welding Special Inspector

(r) ICC Pre-stressed Concrete Special Inspector

(s) ICC Certified Building Official

(t) AA degree in Building Inspector Technology

(u) ICC Commercial Mechanical Inspector or

IAPMO Mechanical Inspector or

ICC Mechanical Inspector

(v) ICC Housing Code Official or

AACE Code Enforcement Administrator

(w) ICC Property Maintenance and Housing Inspector

(x) ICC Electrical Plans Examiner

(y) ICC Plumbing Plans Examiner

(z) ICC Building Code Official

(aa) ICC Electrical Code Official

(bb) ICC Mechanical Code Official

(cc) ICC Plumbing Code Official

(dd) ICC Master Code Professional

(ee) ICC Reinforced Concrete Special Inspector

(ff) NFPA Certified Fire Plan Examiner I

(gg) Construction Technology Certificate from an accredited College (minimum of 30 Units of Construction Technology curriculum)

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of $300.00 for ten (10) certificates.

c. Code Enforcement Certificate Pay

(1) Employees in the classification of Senior Code Enforcement Officer who are required to maintain, or who obtain for City benefit, shall receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Zoning Inspector or AACE

(b) ICC Property Maintenance & Housing Inspector or AACE

(c) Public Health Vector Control Certification

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of ninety dollars ($90) per month for possession of a maximum of three (3) certifications.

13.8 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the City will provide the needed CEUs on-duty.

When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee to attend on City time. Such request shall not be unreasonably denied.

13.9 EDUCATIONAL INCENTIVE

a. Effective June 24, 2006, an employee with a bachelor's degree (BA or BS) from an accredited college or university and five (5) years of City service shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 24, 2006, an employee with an associate's degree (AA or AS) from an accredited college or university and seven (7) years of City service shall receive an educational incentive of three percent (3%) above base salary.

c. An employee is eligible to only one of the above incentives.

d. The incentive shall be effective the start of the pay period following presentation of the degree to the department.

## ARTICLE 14 – TRANSPORTATION

14.1 GENERAL

It is the understanding of the parties that the City retains the right to eliminate, at any time, the overnight retention of City vehicles for employees in the Units represented by the Union upon fifteen (15) days notice to the employee.

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

a. The City has the right to offer one of the following mileage reimbursements to individual employees who use their personal vehicles for City business:

(1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or

(2) Monthly vehicle allowance at one of the following rates:

| Average Miles Per Month | Monthly Vehicle Allowance |
|---|---|
| 400 | $160 |
| 200 | $100 |
| 100 | $50 |

b. If a personal vehicle was not a condition of employment, individual employees have the right to refuse to use their personal vehicles for City business.

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for

a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

The City will review the processing for bus passes to simplify purchase and will seek to establish alternate location(s) for purchase of RT passes and/or payroll deduction procedures to purchase such passes.

b. Other Bus Transportation

Effective December 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

a. In those classifications which require a commercial driver license, employees hired on or after October 20, 1990, shall be required to possess the appropriate valid commercial California driver license and endorsements as a condition of continued employment.

b. An employee who was hired prior to October 20, 1990, who is unable to qualify for the required commercial license but is able to maintain a Class "C" license shall be transferred to an alternate assignment and shall have his/her salary reduced by 2.5% until such time as he/she obtains the required license. Such reassignment and reduction in salary shall not be subject to the grievance procedure nor be disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the employee obtains the required license, such employee shall be transferred back to his/her previous assignment and shall have his/her salary restored to the same step in the salary range that he/she occupied prior to the transfer and salary reduction.

c. An employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license, shall not have his/her salary reduced by 2.5%. The City shall attempt to make reasonable accommodation for such employee.

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces ~~on the fifth and sixth floors of the City Hall Parking Garage~~ in the Memorial Garage, located at 14th and H Streetts, at seventy percent (70%) of the regular monthly Memorial Garage~~City Hall Parking Garage~~ rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

## ARTICLE 15 – LAYOFF

15.1 PURPOSE

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

15.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority shall be mutually established by the City and the Union. For an employee who has downgraded, computation of classification seniority for a job classification lower than that of which the employee holds permanent status, the following seniority shall be counted:

(a) classification seniority in any higher classifications, and

(b) previous classification seniority in the job classification in which the employee is currently working, and

(c) present time spent in the job classification in which the employee is currently working.

For a part-time career employee, classification seniority shall be prorated.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

For a part-time career employee, City seniority shall be prorated.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 15.3(b) (4) of this Article.

d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladders are as set forth in Exhibit A to this Agreement.

e. Permanent Status For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification. An employee in an exempt classification represented by the Union shall be considered a permanent employee under this Article.

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

g. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

(1) The Departments of General Services and ~~Transportation~~ Public Works shall be considered a single department.

(2) The Department of Utilities shall be considered a single department.

(3) The Departments of Parks and Recreation; Community Development; Economic Development; and Convention, Culture and Leisure shall be considered a single department.

(4) The Departments of Police, Fire, Information Technology, Finance and Human Resources shall be considered a single department.

(5) The Charter Offices of the City Attorney, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

A function that is assigned to work in a different department as part of an inter-departmental project, but continues to be funded from the original department (op-conned), remains a part of the original department for the purpose of layoff.

Any future departmental reorganization shall be effective for purposes of layoff only after one year from implementation. At the request of the Union, the City agrees to discuss such reorganization at the time of implementation to review the placement of the reorganized function, and the application and impact of this Section, if any.

15.3 PROCEDURE

a. Non-Career Employees

(1) When a layoff is to occur within a job classification within a department, all non-career employees in the regression ladder in

which that job classification is found shall be laid off first, except in the Solid Waste and Parking functions. In these functions, the City may continue working non-career Parking Lot Attendants and up to twenty-five (25) non-career Sanitation Workers regardless of any career employees who may be laid off in the regression ladder in which these job classifications fall~~s~~. Career Sanitation Workers subject to layoff shall have the right to bump into the non-career classifications.

(2) Non-career employees shall be laid off in the order provided by established department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be laid off in such order as the Department Head shall provide. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder in the Department have been laid off.

b. Career Employees

(1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Rules and Regulations. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent

employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.

(4) A career employee in an unrepresented classification contained in classification group 45 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.

(5) Any permanent employee currently working in a classification contained within classification group 44 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 43, or classification group 44. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.

(6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employees shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.

(8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed

appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

15.4 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2 "Advancement in Rate of Compensation" with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in the current salary schedule.

15.5 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the ~~Personnel Services~~Benefits Division, Department of Human Resources, at the request of laid-off employees.

15.6 RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the order of City service seniority, beginning with the employee with the greatest City service seniority. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of five (5) years from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. If, however, a permanent employee has been recalled or downgraded but has not been recalled to the classification in which permanent status is held within the five (5) year period, said employee shall continue to possess recall rights back to the classification in which permanent status is held, and to any other classifications in the employee's regression ladder which are lower than the classification in which permanent status is held and higher than the classification in which the employee was working at the expiration of the five (5) year period. If said employee is recalled to a classification higher in his/her regression ladder than the employee was working at the expiration of the five (5) year period, the employee shall serve the complete probationary period in such higher classification. If said employee fails to satisfactorily complete the probationary period he/she shall return to the next highest classification in the applicable regression ladder in which a vacancy exists and shall gain permanent status in such classification. In no event shall the employee be required to return to a classification lower than that from which he/she left to take the probationary appointment. Said employee shall then continue to possess recall rights to any higher classification in his/her regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck

unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 15.2(b) of this Article.

d. Career employees holding recall rights may be offered a non-career job of less than 1,040 hours annually, and if said career employee accepts or refuses such non-career jobs of less than 1,040 hours it shall have no effect on said career employee's normal recall rights.

15.7 GENERAL

a. A seniority list shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each department and copies made available for ready inspection. A copy shall be furnished free of cost to the Union each September.

b. The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off. Said list shall be known as a Recall List and shall be updated as necessary.

c. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.

d. The parties shall have the further right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

e. Any grievance filed regarding this Article shall be submitted directly to the third step of the grievance procedure as set forth in Article 5.

## ARTICLE 16 – UNIFORMS AND COVERALLS

16.1 UNIFORMS

a. City Provided Uniforms

(1) The City agrees to provide uniforms for employees who are required to wear uniforms.

(2) All employees covered by this Agreement and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

(3) The value of uniforms provided by the City shall be reported as compensation at the rate of four dollars ($5.00) biweekly to the Public Employees Retirement System (PERS).

(4) All employees who are provided a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Uniform Allowance

(1) New and/or promoted employees, excluding Supervising Property Assistant, hired into the classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars ($250) for the purchase of the necessary uniform, including but not limited to appropriate footwear.

(2) Thereafter, employees shall receive a uniform allowance of twenty-two dollars ($22.00) for uniform maintenance and replacement cost bi-weekly.

(3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

16.2 FOUL WEATHER JACKET

a. Employees in the classification of Senior Animal Control Officer shall be supplied with one foul weather jacket. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

b. Supervisory employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

c. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

16.3 SUMMER WEAR

a. Employees in the classifications of Parking Meter Collection Supervisor and Parking Enforcement Supervisor shall have the option to wear summer shorts and shoes between May 1 and September 30.

b. Employees will adhere to the appropriate departmental uniform policy and will be responsible for the purchase and maintenance of the shorts and shoes, and other uniform articles if required.

16.4 SENIOR ANIMAL CARE TECHNICIAN AND SENIOR ANIMAL CONTROL OFFICER

a. Employees in the classification of Senior Animal Care Technician shall be provided six (6) tops/shirts and five (5) pair of pants for each employee.

b. Employees in the classification of Senior Animal Control Officer shall be provided with six (6) tops/shirts and six (6) pair of pants for each employee.

c. Employees who are provided uniforms pursuant to this section shall be required to maintain the uniform in a clean, presentable, professional condition. When necessary, the department shall replace uniform tops and/or pants via the selected vendors(s) at Department expense.

d. Employees provided uniforms pursuant to this section shall not be eligible for uniform allowance provided in Section 16.1(b).

## ARTICLE 17 – SAFETY SHOES AND SAFETY GLASSES

17.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe, inserts, and/or repairs for safety shoes up to a maximum of $200 per pair, or up to a maximum of $250 per pair if special order is required, and generally no more than two (2) pair per fiscal year. Employees may initially request two (2) pair of shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. Safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.

b. The City maintains the right to specify the type of required safety shoes.

17.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of $125 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

## ARTICLE 18 – CLASSIFICATION AND PAY

18.1 NEW OR REVISED JOB CLASSIFICATIONS JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the Union, the fifteen (15) day period will be extended by an additional ten (10) days.

b. The Union and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board. The Union and the City shall follow provisions of applicable state law and the City's Employer-Employee Relations Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.

c. The Union shall have the right to file an appeal to the Civil Service Board regarding job classification.

d. The City shall submit all job announcements for positions covered under this Agreement to the Union not less than five (5) days prior to publication by the City.

e. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

## ARTICLE 19 – DISCIPLINE

19.1 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 20, 1990, 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 Human Resources. 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 by the Director or designee will be rendered within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. ~~Such letter~~ A letter of reprimand issued after October 20, 1990, 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.

~~b.~~c. A letter of reprimand issued prior to October 20, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

19.2 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

19.3 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service (SMCS). All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After a~~n~~ ~~appeal from~~ disciplinary~~e~~ appeal has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the SMCS for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the SMCS.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules of the Civil Service Board.

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

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision."

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

19.4 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to select a hearing procedure (arbitration hearing or administrative hearing), select an arbitrator, schedule a hearing, or otherwise participate in the appeal process.

## ARTICLE 20 – MISCELLANEOUS

20.1 CIVIL SERVICE RULES

In the event that any Civil Service Board Rules or Regulations are in conflict with this Agreement, the Agreement shall apply.

20.2 SELECTION OF VACANCIES

a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days which shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term “first consideration” does not mean that employees requesting transfer to the vacant position have first priority to the job or require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

b. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. A vacancy or vacancies resulting from an assignment made hereunder may not be subject to this procedure.

e. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational and personnel needs of the departments.

f. This Section does not apply to non-career employees.

20.3 PROMOTION FROM WITHIN

In accord with Article VII, Section 84 of the Charter of the City of Sacramento, the City does hereby reaffirm its policy to promote from within whenever possible.

20.4 CONSOLIDATION

Prior to entering into an Agreement to consolidate any City function which includes employees represented by Local 39 as the recognized employee organization, the City shall meet with the Union in an attempt to resolve employee problems.

20.5 DAMAGE TO PRESCRIPTION GLASSES

a. The City agrees to repair or replace prescription glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the City of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Section. All costs to update the prescription shall be borne by the employee.

20.6 NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee for Union activity, race, creed, religion, sex, age, or handicap.

20.7 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

20.8 NON-FAULT VEHICULAR ACCIDENTS

At the request of an employee who was involved in a non-fault vehicular accident while performing City work, the City will provide a letter to the employee stating the accident was non-fault.

20.9 CONTRACTING-OUT

a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

20.10 STRIKES AND LOCKOUTS

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

20.11 BLOOD BANK TIME

a. The City shall establish a blood bank account with the Sacramento Medical Foundation Blood Center.

b. An employee shall be permitted time off without loss of compensation to donate blood during duty hours when a mobile blood unit vehicle is located at the employee's work site. Time off shall only be granted if work activities are not unduly disrupted. Such paid time off shall not exceed thirty (30) minutes per blood donation, unless extended by City management on a case-by-case basis.

c. Time off without compensation shall be permitted during duty hours in the event an employee wishes to donate blood at the office of the Blood Center. In such case, the employee may be permitted to use accrued vacation, CTO or holiday time.

d. This provision is not intended to authorize any overtime compensation.

20.12 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. The employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

20.13 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a thirty (30) calendar day period beginning with the first day the employee reports to work or until the employee has worked one hundred sixty-eight (168) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his/her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

20.14 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, 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. The time period may be extended by a signed agreement between the City and the employee.

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.

20.15 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System (PERS) plan:

- Modified 2% at age 55

- One-year highest compensation
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Sick leave conversion credit

b. Effective June 30, 2012, employees shall pay the seven percent (7%) miscellaneous member contribution to the PERS retirement plan.~~The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution for Sacramento City Employees Retirement System members, one hundred dollars ($100.00) monthly as an add-on to the City's health and welfare contribution (City dollars).~~

~~b.~~c. Effective as soon as administratively possible, the City shall amend its contract with PERS to provide a benefit formula of 2% at age 60 for new employees hired on or after the date of the PERS contract amendment. If legally required, the plan shall be the same as other PERS miscellaneous employees and shall include thirty-six (36) highest paid consecutive months of final compensation.

20.16 HEALTH RATE HOLIDAY/IN-LIEU OF HOLIDAY

a. During Fiscal Year 2012-13, the City shall provide three (3) months health and welfare payment "holidays," as specified in subsections (1) through (3) below. The first two (2) months shall be implemented as soon as administratively practicable in Fiscal Year 2012-13. The third month shall be implemented in May of 2013.

(1) For full-time career employees who waive City-sponsored health insurance or are enrolled in a City-sponsored health plan for employee only, the amount shall be $200 per month.

(2) For full-time career employees enrolled in a City-sponsored health plan for employee plus one dependent, the amount shall be $370 per month.

(3) For full-time career employees enrolled in a City-sponsored health plan for employee plus two dependents, the amount shall be $423 per month.

b. The monthly amounts indicated above shall be divided in half and paid on the first two (2) pay periods of each applicable month.

c. Part-time employees shall be prorated as indicated in 8.2(a).

~~20.16 MODIFIED/ALTERNATIVE DUTY POLICY~~

~~The parties agree to a Modified/Alternative Duty Policy applicable to employees who have been injured on-the-job. The letter of understanding between the parties sets forth the details of the Modified/Alternative Duty Policy.~~

~~20.17 PAID TIME OFF~~

~~Bargaining unit members shall receive forty (40) hours of Paid Time Off during fiscal year 2010-2011 and forty (40) hours of Paid Time Off during fiscal year 2011-2012. The Paid Time Off is to be used and scheduled like other time off (e.g., CTO, holiday time). Paid Time Off will have no cash value, will not create overtime and will have no expiration date.~~

~~20.18 FURLOUGH~~

~~For fiscal year 2010-2011 bargaining unit members shall furlough the equivalent of one (1) day per month for eleven (11) months (88 hours per fiscal year) as approved by the City. For fiscal year 2011-2012 bargaining unit members shall furlough the equivalent of one (1) day per month for twelve (12) months (96 hours per fiscal year). Furlough days may be taken individually or grouped around a holiday as approved by the City. In no case shall the furlough days scheduled around a holiday exceed one (1) furlough day per month. In addition, the City reserves the right to close down operations and designate the day of the month the furlough day will be taken if the City determines to shut down operations on that day. At the City's discretion, furlough may be taken in increments of not less than four (4) hours.~~

20.1~~9~~7 LAYOFFS

a. There shall be no layoff of bargaining unit personnel for the period of July 1, 2012, to June 30, 2013, with the exception of the loss of external funding for specific positions or for employees exercising voluntary or involuntary return rights to previously held positions. The City shall give the Union a minimum thirty (30) calendar day notice of the loss of external funding prior to the effective date of layoff of any employees resulting from the loss of that funding.

b. Downgrades in the Solid Waste Division of the Department of General Services related to the elimination of the commercial business shall not be considered layoffs under this Section.

~~Effective August 9, 2010, and continuing until June 30, 2011, Local 39 bargaining unit members shall not be laid off except in the event of a fiscal emergency declared by the City Council in the Department of Utilities. If a fiscal emergency is declared and layoffs are needed, the City shall give the Union as much notice as possible.~~

20.18~~20~~ TERM

a. This Agreement shall remain in full force and effect from ~~June 19, 2010~~June 30, 2012, to and including ~~June 29, 2012~~December 27, 2013.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: ~~September 1, 2010~~June 26, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO

BY:_____
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

_____
JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

_____
~~MADISON BLAND~~TONY DeMARCO
PRESIDENT

_____
STEVE CROUCH
DISTRICT REPRESENTATIVE

_____
~~SCHERITA ADAMS~~STEPHEN HATCH
BUSINESS REPRESENTATIVE

_____
~~BRUCE BAKER~~SCHERITA V. ADAMS
~~NEGOTIATING COMMITTEE MEMBER~~BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY:_____
GERI HAMBY
DIRECTOR OF HUMAN RESOURCES

_____
~~GIL BASALDUA~~MARK GREGERSEN
CHIEF NEGOTIATOR

_____
SHELLEY BANKS-ROBINSON
INTERIM LABOR RELATIONS MANAGER

## EXHIBIT A – REGRESSION LADDERS

(Includes Flexibly Staffed Classifications)

GENERAL SUPERVISORY UNIT

1. Senior Traffic Control and Lighting Supervisor
   Traffic Control and Lighting Supervisor
   Traffic Control and Lighting Technician II/I/Trainee

2. Supervising Water Quality Chemist
   Water Quality Chemist
   Water Quality Laboratory Technician

3. Computer Operations Supervisor
   Senior Computer Operator
   Computer Operator II/I

4. Senior Maintenance Worker
   Maintenance Worker
   Security Guard

5. Revenue Supervisor
   Senior Revenue Services Representative
   Senior Customer Service Representative
   Revenue Services Representative/Trainee
   Customer Service Representative/Assistant/Trainee

6. Senior Supervising/Supervising Building Inspector
   Building Inspector 4
   Building Inspector 3/2/1
   Development Services Technician III
   Development Services Technician II/I

7. Supervising Construction Inspector
   Construction Inspector III/II/I
   Engineering Aide II/I

8. Central Stores Supervisor
   Storekeeper
   Stores Clerk II/I

9. Supervising Forensic Investigator
   Lead Forensic Investigator
   Forensic Investigator II/I

10. Office Supervisor
Senior Personnel Transactions Coordinator
Personnel Transactions Coordinator
Clerk III
Clerk II/I

11. Assistant Box Office Supervisor
Supervising Cashier
Ticket Seller
Cashier

12. Central Services Supervisor
Senior Central Services Assistant
Central Services Assistant III/II/I
Offset Equipment Operator

13. Supervising Community Center Attendant
Custodial Supervisor
Community Center Attendant II
Community Center Attendant I
Senior Custodian
Custodian II
Custodian I
Security Guard

14. Senior Accounting Technician
Accounting Technician
Account Clerk II/I

15. Supervising Dispatcher
*****Dispatcher III
*****Dispatcher II/I

16. Supervising Property Assistant
Senior Property Assistant
Property Assistant

17. Senior Animal Control Officer
Animal Control Officer
Senior Animal Care Technician
Animal Care Technician

18. Parking Meter Repair Supervisor
Parking Meter Repairworker

19. Solid Waste Supervisor
Motor Sweeper Operator
Sanitation Worker III
Sanitation Worker II/I
General Helper

20. Program Supervisor
Program Coordinator
Program Developer
Program Leader
Child Care Assistant

21. Parks Supervisor
Park Equipment Operator
Park Maintenance Worker III
Park Maintenance Worker II
Park Maintenance Worker I
Park Maintenance Worker

22. Tree Maintenance Supervisor
Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee

23. Golf Course Supervisor
Greenskeeper

24. Tree Pruner Supervisor
Senior Tree Pruner
Tree Pruner II/I/Trainee

25. Zoo Supervisor
Zoo Attendant II
Zoo Attendant I

26. Supervising Police Clerk
Police Clerk III
Police Clerk II/I

27. Senior Parking Lot Supervisor
Parking Lot Supervisor
Senior Parking Lot Attendant
Parking Lot Attendant

28. Parking Meter Collection Supervisor
Parking Enforcement Supervisor
Parking Meter Coin Collector
Parking Enforcement Officer

29. Instrumentation Supervisor
Instrument Technician II/I/Trainee

30. Marina and Boating Facilities Supervisor
Marina and Boating Facilities Attendant

31. Senior Code Enforcement Officer
Code Enforcement Officer
Assistant Code Enforcement Officer

32. Supervising Plant Operator
*Senior Plant Operator
*Plant Operator
*Junior Plant Operator

33. Equipment Maintenance Supervisor (Mechanical Shops)
**Equipment Mechanic III
**Equipment Mechanic II/I

34. Equipment Maintenance Supervisor
**Equipment Mechanic III
**Equipment Mechanic II/I

35. Supervising Community Service Representative
Community Service Representative II/I

36. ****Telecommunications Engineer III/II/I
Telecommunications Supervisor
Telecommunications Technician II/I/Trainee
Communications Assistant

37. Supervising Graphic Designer
Graphic Designer
Graphics Assistant

38. Senior Police Records Supervisor
Police Records Supervisor
Police Records Specialist III
Police Records Specialist II/I

39. Utility Customer Service Supervisor
Senior Utility Customer Service Technician
Utility Customer Service Technician III
Utility Customer Service Technician II/I

40. Meter Reading Supervisor
Water Conservation Specialist
Utility Services Inspector
Meter Reader
Water Waste Inspector

41. Streets Maintenance Supervisor
Street Construction Equipment Operator
Street Construction Laborer/Trainee

42. Utilities Field Services Supervisor
******Utilities Field Services Leadworker
******Utilities Field Services Serviceworker
******Utilities Field Services Serviceworker (Apprentice)

43. Customer Service Supervisor
Customer Service Specialist
Customer Service Representative/Assistant/Trainee
(Or the employee may be reinstated to the classification from which promoted or transferred)

44. Supervising Surveyor
Survey Party Chief
Survey Technician II/I
Engineering Aide II/I

45. <u>Bump to previously held classification's regression ladder</u>

Chief Museum Attendant
Curator of Education
Curator of Historical Exhibitions
Drainage Supervisor
Enforcement and Collections Supervisor
Financial Services Supervisor
Museum Security Supervisor
Parking Facilities Maintenance Supervisor
Solid Waste Maintenance Supervisor

46. <u>Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status</u>

*******Administrative Analyst
***Administrative Assistant
***Administrative Assistant (Confidential/Exempt)
***Administrative Technician
***Administrative Technician (Confidential/Exempt)
***Applications Developer
***Data System Technician
***Deputy City Clerk
***Desktop Support Specialist
***Executive Assistant
***LAN Administrator
***Legal Secretary
***Legal Staff Assistant
***Legal Staff Assistant (Exempt)
***Paralegal
***Payroll Technician
***Personnel Technician
***Personnel Technician (Confidential)
*******Program Analyst
***Programmer
*******Senior Deputy City Clerk
***Senior Legal Staff Assistant

Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status (Continued)

***Senior Staff Assistant
***Staff Assistant
***Staff Assistant (Exempt)
***Supervising Legal Secretary
***Systems Engineer
***Treasury Assistant
*******Workers' Compensation Claims Representative

| | |
|---|---|
| * | Plant Operator Unit |
| ** | Automotive/Equipment Mechanics Unit |
| *** | Unrepresented Confidential/Administrative |
| **** | Engineering Unit |
| ***** | Police Department Unit |
| ****** | Plumbers and Pipefitters Unit |
| ******* | Exempt Management Support |

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CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
GENERAL SUPERVISORY UNIT

2012-2013

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the General Supervisory Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Union will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting an election pursuant to the City's Employer-Employee Relations Policy.

## ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. This Agreement when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

## ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues, initiation fees, and assessments; and (2) the insurance premiums for City plans, not to exceed three (3) insurance deductions per member.

The City will deduct five dollars ($5) per month from the employee's wages under the terms of this Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in Stationary Engineers, Local 39 or of employment with the City and that the Local 39 Federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee name and contribution amounts on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Boulevard, Sacramento, CA 95834.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) Deductions and authorizations shall be separated by type of deductions (Union membership dues, insurance premiums) and by payee.

(3) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union.

(4) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues.

(5) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(6) The City will remit to the Union a check for all of the deductions.

(7) Employees recalled pursuant to Article 15 shall immediately be enrolled upon recall into the union dues deduction, service fee, assessment, or religious objection service fee payment that existed at the time of layoff, as appropriate.

4.2 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.

(2) No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

(3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general

assessments. In computing such amounts, the Union shall exclude expenditures for members only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.1. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighter Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

> "The Union certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5(b).

4.3 BULLETIN BOARDS

a. In addition to providing the Union with a locked bulletin board at City Hall, space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities

(2) Union steward elections

(3) Union appointments and results of Union elections

(4) Union meetings

b. Such other notices may be mutually agreed upon by the Union and the Department of Human Resources. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be no larger than three (3) feet by four (4) feet.

4.4 STEWARDS

a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Human Resources, together with any changes thereto.

b. Stewards shall be designated in accordance with areas mutually agreed upon by the Union and the City. The Union will not exceed a ratio of one (1) Steward to every fifty-five (55) represented employees.

c. Stewards shall not conduct Union or representational activities on City time unless prior approval is expressly granted by City management.

4.5 USE OF CITY INFORMATION SYSTEMS

a. The Union shall have the right to reasonable use of the City's existing internal mail system for the limited purpose of communicating with employees who have been designated in writing by the Union as Stewards. The envelope for such mail shall contain the following information: Steward's name, Department, Division, and work location. The City shall not be held responsible for untimely or lost mail.

b. The Union may have reasonable use of the City's electronic mail (Outlook) system (email) for the limited purpose of communicating with employees who have been designated in writing by the Union as stewards. Stewards may, with the advance approval of Department management, have reasonable use of City email to fulfill their role as a Steward.

c. Failure to comply with these requirements will result in withdrawal of the use of City information systems.

## ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

The City and the Union agree to implement the following grievance procedure:

5.2 PURPOSE

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

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Agreement.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the Union, the City, or their authorized representatives.

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

5.4 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

d. The grieving employee's Division Head or designee shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The answer by the Division Head or designee shall include the following:

(1) a complete statement of the City's position and the facts upon which it is based;

(2) the remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The Union representative and designated Departmental representative will meet in an effort to settle the matter. The City's answer will be made five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

a. The Union's representative and the designated representative of the City will meet to hear grievance appealed to the third step. Grievances of general nature pertaining to matters not normally decided by Shop or Unit supervisory personnel may be presented directly to the third step.

b. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

c. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

5.7 ARBITRATION

If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

a. An arbitrator may be selected by mutual agreement between the Union representative and the City's representative.

b. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and employee.

d. The fees of the arbitrator and the court reporter if used will be borne equally by the Union and the City.

e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

f. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the thirty (30) day time limit for filing grievances may be extended.

g. If the City does not meet time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. The Union District Representative or designee shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

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

## ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

Employees shall be covered under the salary range consisting of Steps 1 through the top step of the classification.

## ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

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

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

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

b. Denial of Step Increase and Reduction in-Grade

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

c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986, because the period April 12, 1986, to July 4, 1986, is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase.

The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.

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

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of each employee in the classification shall be adjusted to the step in the new range which

corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

7.7 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have his/her salary reduced that day due to insufficient accrued, usable leave.

7.8 LONGEVITY PAY

a. <u>Employee Eligibility</u>

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 six (6) or fewer 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 re-employed, 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) or more months is taken during any employment year, longevity payment in the July following shall be made on a pro rata 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 pro rata 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 pro rata 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 July following had employment continued, shall be forfeited, and there shall be no pro rata 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.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to supervisors and the City will contribute two percent (2%) of salary to the 401(a) Plan.

## ARTICLE 8 – HEALTH AND WELFARE

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

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then toward the premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to $612 per month for 2012 and $664 per month for 2013 or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be $850 per month.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be $1200 per month.

d. Part-time employees shall be prorated as indicated in 8.2(a).

8.4 COVERED DEPENDENTS

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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent’s home, 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.

8.5 CASH-BACK LIMITS

The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a).

New employees or employees who are not receiving the cash-back as of June 29, 2012, shall not be eligible for the cash-back option.

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $20,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $30,000 City-sponsored term life insurance.

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall establish 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;

b. Unreimbursed health care expenses up to $4,800. Effective January 1, 2013, this amount shall be changed to $2,500, and may be adjusted each plan year effective each January 1; and

c. Dependent care reimbursement.

8.8 RETIREES OR SURVIVOR DEPENDENTS

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

a. <u>Retiree Health Insurance Contribution Rates and Dental Insurance Benefits</u>

Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 per month for the retiree only or $365 month for the retiree with dependents.

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 fifty (50).

(2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution 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 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 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 (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 shall 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 8.9 after the expiration of this Agreement.

h. Elimination of Retiree or Survivors Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any of the benefits provided in this Section 8.8.

## ARTICLE 9 – HOURS OF WORK

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said seven (7) day period.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five eight (8) hour workdays, or a 9-80

workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the Union thirty (30) days in advance of implementation of the four ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Union.

c. All employees covered by this Agreement, except those employees on a straight eight (8) hour workday, shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the work shift. If an employee is required to work during his/her lunch period, and if no alternate lunch period is taken, at the approval of the employee's supervisor said time shall be compensated at the applicable overtime rate if the hours worked exceed that of his/her scheduled work shift.

d. Employees shall be given at least five (5) workdays' notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

9.2 REST PERIODS

a. Each employee covered by this Agreement will be afforded rest periods. These rest periods will be as currently administered by their respective departments.

b. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and Union agree otherwise in writing.

c. The City shall notify employees or post in each work location a policy statement regarding when rest periods shall be taken. In the event it is deemed necessary to change an established rest period within a work organization, notification will be given to the Union prior to implementing such change.

9.3 DISPATCHER SHIFT BIDS AND ASSIGNMENTS

a. Career employees in the classification of Supervising Dispatcher who have completed their probationary period shall be permitted to annually bid for work shift preference based on classification seniority; however, administrative positions shall be filled by management.

b. Shift bid sign-ups will take effect within Police or Fire dispatch. Transfers between Police and Fire dispatch will be based on seniority when a vacancy becomes available. Transfer requests may be granted at other times.

## ARTICLE 10 – OVERTIME COMPENSATION

10.1 OVERTIME

a. Employees required to work in excess of eight (8) hours per workday, forty (40) hours per workweek, or on a recognized holiday shall be compensated for such work time at one and one-half (1-1/2) times their regular rate of pay. Employees on a four ten (10) workweek shall be compensated at time and one-half (1-1/2) for hours worked over ten (10) in a workday. If the overtime worked is not contiguous to the employee's regularly scheduled work day, the employee will receive a minimum of two (2) hours of overtime. .

b. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours notice or more. Scheduled overtime shall be compensated for a minimum of one hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

c. Overtime compensation shall be paid by cash payment or with compensating time off (CTO) as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee.

d. Employees may accrue up to one hundred and sixty (160) 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 City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

10.2 COURT OVERTIME

a. <u>Court Overtime</u>

(1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.

(2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.

(4) When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance. If the employee's court extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

(5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.

(6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. Telephone Standby Time

(1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor, of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for only those hours that the court is actually in session.

(2) There shall be no telephone overtime for an employee merely answering his/her personal telephone.

(3) This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

Notice of cancellation will be given to employees three (3) hours prior to court or at the end of last shift prior to court. In the event that such notice is given within the three (3) hours, employees will receive two (2) hours of overtime at the rate of time and one-half. Notification to employees prior to three (3) hours will eliminate overtime compensation.

## ARTICLE 11 – STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

11.1 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay. Non-career employees shall not be on call for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

b. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by the appointing authority.

11.2 NIGHT-SHIFT PREMIUM PAY

a. Employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

## ARTICLE 12 – LEAVES

12.1 HOLIDAYS

a. The following shall be the recognized holidays under this Agreement:

| Holiday | Date |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Washington's Birthday | Third Monday in February |

| Holiday | Date |
|---|---|
| Cesar Chavez's 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 Day | Friday after Thanksgiving |
| Christmas Eve (4 hours) | December 24 |
| Christmas Day | December 25 |
| New Year's Eve (4 hours) | December 31 |

b. Eligibility

To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or CTO shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

c. 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.

(3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

If an employee's scheduled 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.

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

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 Sections 12.1 (f) and (h), 12.2, and 12.3 below.

f. Holiday Benefit for Employees in Classifications Which Accrue Holiday Time

(1) The number of recognized holiday hours for full-time career employees in a classification designated to accrue holiday time shall be one hundred and twelve (112) per fiscal year accrued at the rate of four (4) hours, forty (40) minutes per bi-weekly pay period.

(2) The following classifications shall accrue holiday credit:

Supervising Property Assistant
Supervising Dispatcher
Parking Lot Supervisor
Senior Parking Lot Supervisor

(3) At the option of the City, the employee shall either be given one day off with pay for accrued holiday credit on a one-day for one-day basis, or in lieu thereof shall have his/her pay adjusted on the basis of an additional four (4) hours pay per eight (8) hours of holiday credit.

(4) Employees who accrue holiday time may accumulate holiday credit up to a maximum of one hundred twelve (112) hours. Thereafter, all accrued holiday time in excess of one hundred twelve (112) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate. Holiday credit may be taken by the employee at the discretion of the Department Head. Employees may use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, except those employees covered under subsection (e), employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career 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.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the floating holiday accrual for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive this benefit.

(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 floating hours accrued and 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) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(3) Close Operations/Conversion of Floating Holiday

(a) The City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one floating holiday. The City agrees to meet and confer on the impacts associated with the implementation of the conversion of the floating holiday to the extent required by law.

h. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two (2) four-hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

12.2 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

b. Integration of Vacation With Workers Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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, however, 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.

c. Vacation Scheduling

(1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern where more than

one employee bids for the same period. In case of a tie the employee with the greatest amount of continuous City service shall be senior.

(2) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.

(3) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized representative. Such request shall not be unreasonably denied.

(4) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.

d. Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of any duration.

e. Notice of Loss of Vacation

All employees shall be notified in advance before losing accumulated vacation.

12.3 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 and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City eligible to accumulate sick leave credits shall in January 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 employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

b. Sick Leave Cash-Out

(1) PERS

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 total 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 total sick leave balance to service credit pursuant to the PERS contract with the City. All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

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

c. 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.

d. Utilization of Sick Leave

Use of sick leave is governed by Civil Service Board Rule 16, Attachment A to the Civil Service Board Rules and Regulations.

e. 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.

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

12.4 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or 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 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. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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 of 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 report to testify or for jury duty said employee shall be entitled to court leave benefits in accordance with the above-stated procedure.

12.5 PARENTAL LEAVE

a. Effective January 12, 1991, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave 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 during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of 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. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.

(4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave,

vacation, compensatory time off (CTO), 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.

(6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

b. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

12.6 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, 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. A donor terminating for any reason shall be paid for pledged but unused leave time.

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 which 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; or

(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.

12.7 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.

12.8 SUPERVISORY PERSONAL TIME OFF (PTO)

a. Full-time career employees shall be credited with twenty-four (24) hours of personal leave time on July 1 of each fiscal year. Employees appointed after July 1 shall be entitled to a pro rata share of the time based on the number of full months remaining in that fiscal year.

b. Personal time off shall not accumulate from fiscal year to fiscal year. If an employee is unable to use all of the time by the end of the fiscal year based on

operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.9 FAMILY MEDICAL LEAVE

a. The federal and state medical leave acts are applicable to career and non-career employees who have completed the required 1250 hours of employment prior to the time requested. The City uses a rolling period under the Acts, determining eligibility from the last date of FMLA leave, if applicable.

b. To apply for a leave the employee must complete the City leave request form available from the Department of Human Resources or the Department support staff. The employee must provide medical verification of the need and the duration or intermittent schedule which is anticipated, to allow for coverage.

c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation 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, federal and state FMLA leaves shall be used concurrently.

e. The City policy covering FMLA shall be applicable to all employees and may be obtained from the Department of Human Resources.

12.10 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balances with SDI:

(1) Sick Leave

(2) Personal Leave

(3) Compensating Time Off (CTO)

(4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

12.11 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee‘s 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.

## ARTICLE 13 – SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed top step of the higher classification. Departments may establish internal tracking and approval systems for out-of-classification pay administration.

b. Temporary work in a higher classification shall first be offered to career employees. If no career employee desires the temporary work in a higher classification said assignment may then be offered to a non-career employee.

c. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

13.2 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

## 13.3 FORENSIC IDENTIFICATION CERTIFICATE PROGRAM

a. Career employees in the classification of Supervising Forensic Investigator shall receive fifteen percent (15%) incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. (International Association for Identification) standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in the current salary schedule.

b. Career employees in the classification of Supervising Forensic Investigator shall receive a five percent (5%) incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in the current salary schedule.

c. In order to be eligible for the Incentive Compensation Program, eligible employees who possess the Latent Print Examiner Certificate and/or the Bachelor's Degree must place it on file with the Police Department for verification and processing of the incentive compensation to be effective in the next bi-weekly pay period.

## 13.4 SUPERVISING PLANT OPERATOR CERTIFICATE PAY

Employees in the classification of Supervising Plant Operator shall receive certificate pay of sixty dollars ($60) per pay period for the possession of a T-5 certificate.

## 13.5 TOOL ALLOWANCE AND INSURANCE

a. Employees in the classification of Equipment Maintenance Supervisor will be paid a $10.00 per month tool allowance on a semi-annual basis.

b. Employees in the classification of Equipment Maintenance Supervisor will be provided tool insurance against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for loss by mysterious disappearance) provided the employee furnishes the City a list of his/her tools on an inventory form and notifies the City when he/she removes his/her tools from the City premises. This insurance will be on the basis of a fifty dollar ($50.00) deductible and it is understood the employee shall pay the first fifty dollars ($50.00). Losses under this Section shall be reimbursed by replacement value of the tools, with a maximum reimbursement of four thousand dollars ($4,000.00). It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Section.

## 13.6 PROFESSIONAL ENRICHMENT

Supervisors who are members of work-related professional organizations or subscribe to periodicals related to their field may request that the costs attached to these be reimbursed by the Department. Such request shall not be unreasonably denied.

## 13.7 REQUIRED LICENSES AND CERTIFICATIONS

a. Where the City requires that employees maintain licenses and/or certifications, the Department Head or designee may consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications. This Section shall not apply to driver licenses.

b. Building Inspector Certificate Pay

(1) Employees in the classifications of Supervising Building Inspector, and Senior Supervising Building Inspector will receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Commercial Building Inspector or NFPA

Certified Building Inspector or Building Inspector (Combination Inspector)

(b) ICC Commercial Electrical Inspector or NFPA

Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)

(c) ICC Commercial Plumbing Inspector or IAPMO

Plumbing Inspector or Plumbing Inspector (Combination Inspector)

(d) ICC Permit Technician

(e) ICC Accessibility Inspector/Plans Examiner

(f) ICC Residential Combination Inspector

(g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner

(h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist

(i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector

(j) PC 832, Arrest Search and Seizure

(k) CACE Code Enforcement Officer

(l) ICC Zoning Inspector or AACE Zoning Officer

(m) ICC Commercial Energy Inspector

(n) ICC Commercial Energy Plans Examiner

(o) ICC Residential Energy Inspector/Plans Examiner

(p) ICC Structural Masonry Inspector

(q) ICC Steel and Welding Special Inspector

(r) ICC Pre-stressed Concrete Special Inspector

(s) ICC Certified Building Official

(t) AA degree in Building Inspector Technology

(u) ICC Commercial Mechanical Inspector or

IAPMO Mechanical Inspector or

ICC Mechanical Inspector

(v) ICC Housing Code Official or

AACE Code Enforcement Administrator

(w) ICC Property Maintenance and Housing Inspector

(x) ICC Electrical Plans Examiner

(y) ICC Plumbing Plans Examiner

(z) ICC Building Code Official

(aa) ICC Electrical Code Official

(bb) ICC Mechanical Code Official

(cc) ICC Plumbing Code Official

(dd) ICC Master Code Professional

(ee) ICC Reinforced Concrete Special Inspector

(ff) NFPA Certified Fire Plan Examiner I

(gg) Construction Technology Certificate from an accredited College (minimum of 30 Units of Construction Technology curriculum)

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of $300.00 for ten (10) certificates.

c. Code Enforcement Certificate Pay

(1) Employees in the classification of Senior Code Enforcement Officer who are required to maintain, or who obtain for City benefit, shall receive a monthly certificate pay for the possession of one or more of the certificates listed below:

(a) ICC Zoning Inspector or AACE

(b) ICC Property Maintenance & Housing Inspector or AACE

(c) Public Health Vector Control Certification

(2) Employees shall receive thirty dollars ($30) for each certificate they possess up to a maximum of ninety dollars ($90) per month for possession of a maximum of three (3) certifications.

13.8 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate which mandates continuing education units (CEUs) to maintain the license or certificate, the employee shall be responsible for obtaining the CEUs. Where feasible, the City will provide the needed CEUs on-duty.

When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee to attend on City time. Such request shall not be unreasonably denied.

13.9 EDUCATIONAL INCENTIVE

a. Effective June 24, 2006, an employee with a bachelor's degree (BA or BS) from an accredited college or university and five (5) years of City service shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 24, 2006, an employee with an associate's degree (AA or AS) from an accredited college or university and seven (7) years of City service shall receive an educational incentive of three percent (3%) above base salary.

c. An employee is eligible to only one of the above incentives.

d. The incentive shall be effective the start of the pay period following presentation of the degree to the department.

## ARTICLE 14 – TRANSPORTATION

14.1 GENERAL

It is the understanding of the parties that the City retains the right to eliminate, at any time, the overnight retention of City vehicles for employees in the Units represented by the Union upon fifteen (15) days notice to the employee.

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

a. The City has the right to offer one of the following mileage reimbursements to individual employees who use their personal vehicles for City business:

(1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or

(2) Monthly vehicle allowance at one of the following rates:

| Average Miles Per Month | Monthly Vehicle Allowance |
|---|---|
| 400 | $160 |
| 200 | $100 |
| 100 | $50 |

b. If a personal vehicle was not a condition of employment, individual employees have the right to refuse to use their personal vehicles for City business.

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

The City will review the processing for bus passes to simplify purchase and will seek to establish alternate location(s) for purchase of RT passes and/or payroll deduction procedures to purchase such passes.

b. Other Bus Transportation

Effective December 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-

time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

a. In those classifications which require a commercial driver license, employees hired on or after October 20, 1990, shall be required to possess the appropriate valid commercial California driver license and endorsements as a condition of continued employment.

b. An employee who was hired prior to October 20, 1990, who is unable to qualify for the required commercial license but is able to maintain a Class "C" license shall be transferred to an alternate assignment and shall have his/her salary reduced by 2.5% until such time as he/she obtains the required license. Such reassignment and reduction in salary shall not be subject to the grievance procedure nor be disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the employee obtains the required license, such employee shall be transferred back to his/her previous assignment and shall have his/her salary restored to the same step in the salary range that he/she occupied prior to the transfer and salary reduction.

c. An employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license, shall not have his/her salary reduced by 2.5%. The City shall attempt to make reasonable accommodation for such employee.

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage, located at 14th and H Streets, at seventy percent (70%) of the regular monthly Memorial Garage rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

## ARTICLE 15 – LAYOFF

15.1 PURPOSE

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

15.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority shall be mutually established by the City and the Union. For an employee who has downgraded, computation of classification seniority for a job classification lower than that of which the employee holds permanent status, the following seniority shall be counted:

(a) classification seniority in any higher classifications, and

(b) previous classification seniority in the job classification in which the employee is currently working, and

(c) present time spent in the job classification in which the employee is currently working.

For a part-time career employee, classification seniority shall be prorated.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

For a part-time career employee, City seniority shall be prorated.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 15.3(b) (4) of this Article.

d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladders are as set forth in Exhibit A to this Agreement.

e. Permanent Status For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification. An employee in an exempt classification represented by the Union shall be considered a permanent employee under this Article.

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

g. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

(1) The Departments of General Services and Public Works shall be considered a single department.

(2) The Department of Utilities shall be considered a single department.

(3) The Departments of Parks and Recreation; Community Development; Economic Development; and Convention, Culture and Leisure shall be considered a single department.

(4) The Departments of Police, Fire, Information Technology, Finance and Human Resources shall be considered a single department.

(5) The Charter Offices of the City Attorney, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

A function that is assigned to work in a different department as part of an inter-departmental project, but continues to be funded from the original department (op-conned), remains a part of the original department for the purpose of layoff.

Any future departmental reorganization shall be effective for purposes of layoff only after one year from implementation. At the request of the Union, the City agrees to discuss such reorganization at the time of implementation to review the placement of the reorganized function, and the application and impact of this Section, if any.

15.3 PROCEDURE

a. Non-Career Employees

(1) When a layoff is to occur within a job classification within a department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first, except in the Solid Waste and Parking functions. In these functions, the City may continue working non-career Parking Lot Attendants and up to twenty-five (25) non-career Sanitation Workers regardless of any career employees who may be laid off in the regression ladder in which these job classifications fall. Career Sanitation Workers subject to layoff shall have the right to bump into the non-career classifications.

(2) Non-career employees shall be laid off in the order provided by established department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be laid off in such order as the Department Head

shall provide. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder in the Department have been laid off.

b. Career Employees

(1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Rules and Regulations. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.

(4) A career employee in an unrepresented classification contained in classification group 46 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.

(5) Any permanent employee currently working in a classification contained within classification group 45 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 44, or classification group 45. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.

(6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employees shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.

(8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

15.4 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.2 "Advancement in Rate of Compensation" with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in the current salary schedule.

15.5 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the Benefits Division, Department of Human Resources, at the request of laid-off employees.

15.6 RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the order of City service seniority, beginning with the employee with the greatest City service seniority. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall

have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of five (5) years from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. If, however, a permanent employee has been recalled or downgraded but has not been recalled to the classification in which permanent status is held within the five (5) year period, said employee shall continue to possess recall rights back to the classification in which permanent status is held, and to any other classifications in the employee's regression ladder which are lower than the classification in which permanent status is held and higher than the classification in which the employee was working at the expiration of the five (5) year period. If said employee is recalled to a classification higher in his/her regression ladder than the employee was working at the expiration of the five (5) year period, the employee shall serve the complete probationary period in such higher classification. If said employee fails to satisfactorily complete the probationary period he/she shall return to the next highest classification in the applicable regression ladder in which a vacancy exists and shall gain permanent status in such classification. In no event shall the employee be required to return to a classification lower than that from which he/she left to take the probationary appointment. Said employee shall then continue to possess recall rights to any higher classification in his/her regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 15.2(b) of this Article.

d. Career employees holding recall rights may be offered a non-career job of less than 1,040 hours annually, and if said career employee accepts or refuses such non-

career jobs of less than 1,040 hours it shall have no effect on said career employee's normal recall rights.

15.7 GENERAL

a. A seniority list shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each department and copies made available for ready inspection. A copy shall be furnished free of cost to the Union each September.

b. The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off. Said list shall be known as a Recall List and shall be updated as necessary.

c. The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.

d. The parties shall have the further right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

e. Any grievance filed regarding this Article shall be submitted directly to the third step of the grievance procedure as set forth in Article 5.

## ARTICLE 16 – UNIFORMS AND COVERALLS

16.1 UNIFORMS

a. <u>City Provided Uniforms</u>

(1) The City agrees to provide uniforms for employees who are required to wear uniforms.

(2) All employees covered by this Agreement and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

(3) The value of uniforms provided by the City shall be reported as compensation at the rate of four dollars ($5.00) biweekly to the Public Employees Retirement System (PERS).

(4) All employees who are provided a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Uniform Allowance

(1) New and/or promoted employees, excluding Supervising Property Assistant, hired into the classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars ($250) for the purchase of the necessary uniform, including but not limited to appropriate footwear.

(2) Thereafter, employees shall receive a uniform allowance of twenty-two dollars ($22.00) for uniform maintenance and replacement cost bi-weekly.

(3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

16.2 FOUL WEATHER JACKET

a. Employees in the classification of Senior Animal Control Officer shall be supplied with one foul weather jacket. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

b. Supervisory employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

c. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

16.3 SUMMER WEAR

a. Employees in the classifications of Parking Meter Collection Supervisor and Parking Enforcement Supervisor shall have the option to wear summer shorts and shoes between May 1 and September 30.

b. Employees will adhere to the appropriate departmental uniform policy and will be responsible for the purchase and maintenance of the shorts and shoes, and other uniform articles if required.

16.4 SENIOR ANIMAL CARE TECHNICIAN AND SENIOR ANIMAL CONTROL OFFICER

a. Employees in the classification of Senior Animal Care Technician shall be provided six (6) tops/shirts and five (5) pair of pants for each employee.

b. Employees in the classification of Senior Animal Control Officer shall be provided with six (6) tops/shirts and six (6) pair of pants for each employee.

c. Employees who are provided uniforms pursuant to this section shall be required to maintain the uniform in a clean, presentable, professional condition. When necessary, the department shall replace uniform tops and/or pants via the selected vendors(s) at Department expense.

d. Employees provided uniforms pursuant to this section shall not be eligible for uniform allowance provided in Section 16.1(b).

## ARTICLE 17 – SAFETY SHOES AND SAFETY GLASSES

### 17.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe, inserts, and/or repairs for safety shoes up to a maximum of $200 per pair, or up to a maximum of $250 per pair if special order is required, and generally no more than two (2) pair per fiscal year. Employees may initially request two (2) pair of shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. Safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.

b. The City maintains the right to specify the type of required safety shoes.

### 17.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of $125 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

## ARTICLE 18 – CLASSIFICATION AND PAY

18.1 NEW OR REVISED JOB CLASSIFICATIONS JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the Union, the fifteen (15) day period will be extended by an additional ten (10) days.

b. The Union and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board. The Union and the City shall follow provisions of applicable state law and the City's Employer-Employee Relations Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.

c. The Union shall have the right to file an appeal to the Civil Service Board regarding job classification.

d. The City shall submit all job announcements for positions covered under this Agreement to the Union not less than five (5) days prior to publication by the City.

e. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

## ARTICLE 19 – DISCIPLINE

19.1 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 20, 1990, 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 Human Resources. 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 by the Director or designee will be rendered within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand issued after October 20, 1990, 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.

c. A letter of reprimand issued prior to October 20, 1990, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

19.2 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

19.3 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service (SMCS). All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After a disciplinary appeal has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the SMCS for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the SMCS.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules of the Civil Service Board.

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

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision."

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

19.4 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to select a hearing procedure (arbitration hearing or administrative hearing), select an arbitrator, schedule a hearing, or otherwise participate in the appeal process.

## ARTICLE 20 – MISCELLANEOUS

20.1 CIVIL SERVICE RULES

In the event that any Civil Service Board Rules or Regulations are in conflict with this Agreement, the Agreement shall apply.

20.2 SELECTION OF VACANCIES

a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days which shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term "first consideration" does not mean that employees requesting transfer to the vacant position have first priority to the job or require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

b. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. A vacancy or vacancies resulting from an assignment made hereunder may not be subject to this procedure.

e. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational and personnel needs of the departments.

f. This Section does not apply to non-career employees.

20.3 PROMOTION FROM WITHIN

In accord with Article VII, Section 84 of the Charter of the City of Sacramento, the City does hereby reaffirm its policy to promote from within whenever possible.

20.4 CONSOLIDATION

Prior to entering into an Agreement to consolidate any City function which includes employees represented by Local 39 as the recognized employee organization, the City shall meet with the Union in an attempt to resolve employee problems.

20.5 DAMAGE TO PRESCRIPTION GLASSES

a. The City agrees to repair or replace prescription glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the City of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Section. All costs to update the prescription shall be borne by the employee.

20.6 NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee for Union activity, race, creed, religion, sex, age, or handicap.

20.7 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

20.8 NON-FAULT VEHICULAR ACCIDENTS

At the request of an employee who was involved in a non-fault vehicular accident while performing City work, the City will provide a letter to the employee stating the accident was non-fault.

20.9 CONTRACTING-OUT

a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

## 20.10 STRIKES AND LOCKOUTS

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

## 20.11 BLOOD BANK TIME

a. The City shall establish a blood bank account with the Sacramento Medical Foundation Blood Center.

b. An employee shall be permitted time off without loss of compensation to donate blood during duty hours when a mobile blood unit vehicle is located at the employee's work site. Time off shall only be granted if work activities are not unduly disrupted. Such paid time off shall not exceed thirty (30) minutes per blood donation, unless extended by City management on a case-by-case basis.

c. Time off without compensation shall be permitted during duty hours in the event an employee wishes to donate blood at the office of the Blood Center. In such case, the employee may be permitted to use accrued vacation, CTO or holiday time.

d. This provision is not intended to authorize any overtime compensation.

## 20.12 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. The employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

## 20.13 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a thirty (30) calendar day period beginning with the first day the employee reports to work or until the employee has worked one hundred sixty-eight (168) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his/her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

## 20.14 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, 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. The time period may be extended by a signed agreement between the City and the employee.

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.

## 20.15 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System (PERS) plan:

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

b. Effective June 30, 2012, employees shall pay the seven percent (7%) miscellaneous member contribution to the PERS retirement plan.

c. Effective as soon as administratively possible, the City shall amend its contract with PERS to provide a benefit formula of 2% at age 60 for new employees hired on or after the date of the PERS contract amendment. If legally required, the plan shall be the same as other PERS miscellaneous employees and shall include thirty-six (36) highest paid consecutive months of final compensation.

20.16 HEALTH RATE HOLIDAY/IN-LIEU OF HOLIDAY

a. During Fiscal Year 2012-13, the City shall provide three (3) months health and welfare payment "holidays," as specified in subsections (1) through (3) below. The first two (2) months shall be implemented as soon as administratively practicable in Fiscal Year 2012-13. The third month shall be implemented in May of 2013.

(1) For full-time career employees who waive City-sponsored health insurance or are enrolled in a City-sponsored health plan for employee only, the amount shall be $200 per month.

(2) For full-time career employees enrolled in a City-sponsored health plan for employee plus one dependent, the amount shall be $370 per month.

(3) For full-time career employees enrolled in a City-sponsored health plan for employee plus two dependents, the amount shall be $423 per month.

b. The monthly amounts indicated above shall be divided in half and paid on the first two (2) pay periods of each applicable month.

c. Part-time employees shall be prorated as indicated in 8.2(a).

20.17 LAYOFFS

a. There shall be no layoff of bargaining unit personnel for the period of July 1, 2012, to June 30, 2013, with the exception of the loss of external funding for specific positions or for employees exercising voluntary or involuntary return rights to previously held positions. The City shall give the Union a minimum thirty (30) calendar day notice of the loss of external funding prior to the effective date of layoff of any employees resulting from the loss of that funding.

b. Downgrades in the Solid Waste Division of the Department of General Services related to the elimination of the commercial business shall not be considered layoffs under this Section.

20.18 TERM

a. This Agreement shall remain in full force and effect from June 30, 2012, to and including December 27, 2013.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: June 26, 2012

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS LOCAL 39, AFL-CIO

BY:_____

JERRY KALMAR
BUSINESS MANAGER-SECRETARY

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

TONY DeMARCO
PRESIDENT

STEVE CROUCH
DISTRICT REPRESENTATIVE

STEPHEN HATCH
BUSINESS REPRESENTATIVE

SCHERITA V. ADAMS
BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY:_____

GERI HAMBY
DIRECTOR OF HUMAN RESOURCES

MARK GREGERSEN
CHIEF NEGOTIATOR

SHELLEY BANKS-ROBINSON
INTERIM LABOR RELATIONS MANAGER

## EXHIBIT A – REGRESSION LADDERS

(Includes Flexibly Staffed Classifications)

GENERAL SUPERVISORY UNIT

1. Senior Traffic Control and Lighting Supervisor
   Traffic Control and Lighting Supervisor
   Traffic Control and Lighting Technician II/I/Trainee

2. Supervising Water Quality Chemist
   Water Quality Chemist
   Water Quality Laboratory Technician

3. Computer Operations Supervisor
   Senior Computer Operator
   Computer Operator II/I

4. Senior Maintenance Worker
   Maintenance Worker
   Security Guard

5. Revenue Supervisor
   Senior Revenue Services Representative
   Senior Customer Service Representative
   Revenue Services Representative/Trainee
   Customer Service Representative/Assistant/Trainee

6. Senior Supervising/Supervising Building Inspector
   Building Inspector 4
   Building Inspector 3/2/1
   Development Services Technician III
   Development Services Technician II/I

7. Supervising Construction Inspector
   Construction Inspector III/II/I
   Engineering Aide II/I

8. Central Stores Supervisor
   Storekeeper
   Stores Clerk II/I

9. Supervising Forensic Investigator
   Lead Forensic Investigator
   Forensic Investigator II/I

10. Office Supervisor
Senior Personnel Transactions Coordinator
Personnel Transactions Coordinator
Clerk III
Clerk II/I

11. Assistant Box Office Supervisor
Supervising Cashier
Ticket Seller
Cashier

12. Central Services Supervisor
Senior Central Services Assistant
Central Services Assistant III/II/I
Offset Equipment Operator

13. Supervising Community Center Attendant
Custodial Supervisor
Community Center Attendant II
Community Center Attendant I
Senior Custodian
Custodian II
Custodian I
Security Guard

14. Senior Accounting Technician
Accounting Technician
Account Clerk II/I

15. Supervising Dispatcher
*****Dispatcher III
*****Dispatcher II/I

16. Supervising Property Assistant
Senior Property Assistant
Property Assistant

17. Senior Animal Control Officer
Animal Control Officer
Senior Animal Care Technician
Animal Care Technician

18. Parking Meter Repair Supervisor
Parking Meter Repairworker

19. Solid Waste Supervisor
Motor Sweeper Operator
Sanitation Worker III
Sanitation Worker II/I
General Helper

20. Program Supervisor
Program Coordinator
Program Developer
Program Leader
Child Care Assistant

21. Parks Supervisor
Park Equipment Operator
Park Maintenance Worker III
Park Maintenance Worker II
Park Maintenance Worker I
Park Maintenance Worker

22. Tree Maintenance Supervisor
Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee

23. Golf Course Supervisor
Greenskeeper

24. Tree Pruner Supervisor
Senior Tree Pruner
Tree Pruner II/I/Trainee

25. Zoo Supervisor
Zoo Attendant II
Zoo Attendant I

26. Supervising Police Clerk
Police Clerk III
Police Clerk II/I

27. Senior Parking Lot Supervisor
Parking Lot Supervisor
Senior Parking Lot Attendant
Parking Lot Attendant

28. Parking Meter Collection Supervisor
Parking Enforcement Supervisor
Parking Meter Coin Collector
Parking Enforcement Officer

29. Instrumentation Supervisor
Instrument Technician II/I/Trainee

30. Marina and Boating Facilities Supervisor
Marina and Boating Facilities Attendant

31. Senior Code Enforcement Officer
Code Enforcement Officer
Assistant Code Enforcement Officer

32. Supervising Plant Operator
*Senior Plant Operator
*Plant Operator
*Junior Plant Operator

33. Equipment Maintenance Supervisor (Mechanical Shops)
**Equipment Mechanic III
**Equipment Mechanic II/I

34. Equipment Maintenance Supervisor
**Equipment Mechanic III
**Equipment Mechanic II/I

35. Supervising Community Service Representative
Community Service Representative II/I

36. ****Telecommunications Engineer III/II/I
Telecommunications Supervisor
Telecommunications Technician II/I/Trainee
Communications Assistant

37. Supervising Graphic Designer
Graphic Designer
Graphics Assistant

38. Senior Police Records Supervisor
Police Records Supervisor
Police Records Specialist III
Police Records Specialist II/I

39. Utility Customer Service Supervisor
Senior Utility Customer Service Technician
Utility Customer Service Technician III
Utility Customer Service Technician II/I

40. Meter Reading Supervisor
Water Conservation Specialist
Utility Services Inspector
Meter Reader
Water Waste Inspector

41. Streets Maintenance Supervisor
Street Construction Equipment Operator
Street Construction Laborer/Trainee

42. Utilities Field Services Supervisor
******Utilities Field Services Leadworker
******Utilities Field Services Serviceworker
******Utilities Field Services Serviceworker (Apprentice)

43. Customer Service Supervisor
Customer Service Specialist
Customer Service Representative/Assistant/Trainee
(Or the employee may be reinstated to the classification from which promoted or transferred)

44. Supervising Surveyor
Survey Party Chief
Survey Technician II/I
Engineering Aide II/I

45. <u>Bump to previously held classification's regression ladder</u>

Chief Museum Attendant
Curator of Education
Curator of Historical Exhibitions
Drainage Supervisor
Enforcement and Collections Supervisor
Financial Services Supervisor
Museum Security Supervisor
Parking Facilities Maintenance Supervisor
Solid Waste Maintenance Supervisor

46. <u>Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status</u>

*******Administrative Analyst
***Administrative Assistant
***Administrative Assistant (Confidential/Exempt)
***Administrative Technician
***Administrative Technician (Confidential/Exempt)
***Applications Developer
***Data System Technician
***Deputy City Clerk
***Desktop Support Specialist
***Executive Assistant
***LAN Administrator
***Legal Secretary
***Legal Staff Assistant
***Legal Staff Assistant (Exempt)
***Paralegal
***Payroll Technician
***Personnel Technician
***Personnel Technician (Confidential)
*******Program Analyst
***Programmer
*******Senior Deputy City Clerk
***Senior Legal Staff Assistant

Classifications designated as Confidential/Administrative (***) or Exempt Management Support (*******) may downgrade to vacant positions in classifications where previously held permanent status (Continued)

***Senior Staff Assistant
***Staff Assistant
***Staff Assistant (Exempt)
***Supervising Legal Secretary
***Systems Engineer
***Treasury Assistant
*******Workers' Compensation Claims Representative

| | |
|---|---|
| * | Plant Operator Unit |
| ** | Automotive/Equipment Mechanics Unit |
| *** | Unrepresented Confidential/Administrative |
| **** | Engineering Unit |
| ***** | Police Department Unit |
| ****** | Plumbers and Pipefitters Unit |
| ******* | Exempt Management Support |

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RESOLUTION NO _____

**APPROVAL OF MEMORANDA OF UNDERSTANDING FOR STATIONARY ENGINEERS, LOCAL 39 REPRESENTING OPERATIONS AND MAINTENANCE, PLANT OPERATOR, GENERAL SUPERVISORY, OFFICE AND TECHNICAL, AND PROFESSIONAL UNITS**

**BACKGROUND**

A. The 2010-2012 labor agreements between the City of Sacramento and Stationary Engineers, Local 39 (Local 39) expired on June 29, 2012.

B. In June 2012, the City completed bargaining with Local 39, which represents employees in the Operations and Maintenance Unit (Representation Unit 03), Plant Operator Unit (Representation Unit 04), General Supervisory Unit (Representation Unit 15), Office and Technical Unit (Representation Unit 16), and Professional Unit (Representation Unit 17).

C. The negotiations resulted in three Letters of Understanding (LOUs), which contained a provision that the City would produce final Memoranda of Understanding (MOUs).

D. The terms of the LOUs have been incorporated into three MOUs consistent with the terms approved by the City Council, along with the standard cleanup of outdated contract language.

E. The adoption of these MOUs will complete the City's legal obligations under the Myers-Milias Brown Act.

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

Section 1. The final Memorandum of Understanding covering employees in the Operations and Maintenance, Office and Technical, and Professional Units is approved.

Section 2. The final Memorandum of Understanding covering employees in the Plant Operators Unit is approved.

Section 3. The final Memorandum of Understanding covering employees in the General Supervisory Unit is approved.