Meeting Date: **10/15/2013**

Report Type: Consent

Report ID: 2013-00754

City of SACRAMENTO 02

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

Title: Labor Agreement: Western Council of Engineers Memorandum of Understanding (Reviewed 10/8/2013)

Location: Citywide

Issue: The 2005-2013 labor agreement between the City of Sacramento and the Western Council of Engineers (the WCE) expired on June 29, 2013. The City and the WCE have negotiated a two-year successor agreement.

Recommendation: Pass a Resolution approving the Memorandum of Understanding between the Western Council of Engineers and the City of Sacramento.

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

Presenter: None

Department: Human Resources

Division: Labor Relations

Dept ID: 08001511

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit 1 Final WCE MOU

4-Attachment 1 Redline WCE MOU

City Attorney Review

Approved as to Form
Brett Witter
10/1/2013 11:55:10 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
9/16/2013 2:34:21 PM

Approvals/Acknowledgements

Department Director or Designee: Geri Hamby - 9/26/2013 4:53:05 PM

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

Back to Report Table of Contents

Description/Analysis

Issue Detail: The 2005-2013 labor agreement between the City of Sacramento and the Western Council of Engineers (the WCE) expired on June 29, 2013. The City and the WCE negotiated a two year successor agreement, which includes the following major new contract terms:

- Two-year contract, through June 26, 2015;
- Two lump-sum payments totaling $975 to be paid in two payments of $487.50 in December 2013 and July 2014;
- Establish an Account-Based Health Plan (ABHP) insurance option available to employees during 2013 open enrollment and credit those employees enrolled in the ABHP by December 31, 2013 with a one-time City contribution of $2,000 into a Health Savings Account (HSA);
- City to increase City health and welfare contribution for the 2014 plan year as follows:
    - Employee Only: City contribution shall be at a fixed amount equal to 100% of the lowest cost health plan plus lowest cost dental.
    - Employee Plus One Dependent: City contribution shall be fixed at an amount equal to $850 per month plus 50% of any increase in the 2014 lowest cost non-ABHP health plan plus 50% of any increase in the lowest cost dental plan.
    - Employee Plus Two or More Dependents: City contribution shall be fixed at an amount equal to $1,200 per month plus 50% of any increase in the 2014 lowest cost non-ABHP health plan plus 50% of any increase in the lowest cost dental plan;
- Close the cash-back option to employees who waive medical coverage after the 2013 open enrollment period, and to any employees hired after the labor agreement is approved by Council.
- Eliminate retiree or survivor benefits for employees hired after June 30, 2013;
- Convert Professional Enrichment reimbursement to an allowance. Employees will receive two lump-sum payments annually, $480 in March and $480 in September;
- Employees shall contribute to the California Public Employees' Retirement System (PERS) as follows:
    - "Classic Employees," as defined by PERS, will pay the employee share of the Public Employees' Retirement System costs of seven percent effective July 1, 2013;
    - "New Employees," as defined by the Public Employees' Pension Retirement Act, will pay 50% of the total normal cost. The normal

cost is the annual cost of providing retirement benefits for services performed by current employees.

Additional information on California's pension reform is available from PERS - http://www.calpers.ca.gov/index.jsp?bc=/member/retirement/pension-reform-impacts.xml.

The City and the WCE have also undertaken the standard cleanup of outdated language and incorporated previously negotiated letters of understanding, as shown in Attachment 1.

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: This report concerns administrative activities that will not have a significant effect on the environment and that do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Sections 15061(b)(3) and 15378(b)(2).

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: Approval of this action will establish a new agreement between the City and the WCE, through June 26, 2015. It will also generate long-term savings for the City as a result of the WCE members agreeing to pay the full employee share of retirement and by eliminating cash back and retiree/survivor benefits for new employees.

Financial Considerations: The FY2013/14 estimated cost of this contract is approximately $134,000 with a total approximate two-year contract cost of $318,000.

During the FY2013/14 budget hearings, the City Manager agreed to restore positions proposed for elimination in order to close the budget gap if labor unions agreed to have employees pay the employee share of PERS. As a result of the agreement with the WCE, the City Manager is recommending the restoration of 2.0 full-time equivalent positions (1.0 Assistant Civil Engineer and 1.0 Associate Civil Engineer). These positions will restore services and be partially offset by savings from the employees paying the full employee share of PERS.

Emerging Small Business Development (ESBD): Not applicable

Back to Report Table of Contents

RESOLUTION NO.

Adopted by the Sacramento City Council

Approving the Memorandum of Understanding between the Western Council of Engineers and the City of Sacramento

BACKGROUND

A. The 2005-2013 labor agreement between the City of Sacramento and Western Council of Engineers (WCE) expired on June 28, 2013.

B. The City entered into successor contract negotiations WCE, which represents employees in the Engineering Unit (Representation Unit 11).

C. The negotiations resulted in a Memorandum of Understanding (MOU).

D. The City has been informed by Nancy Watson, Executive Director of WCE, that ratification meetings were held and that WCE members successfully ratified the terms of the MOU.

E. The adoption of the MOU will allow the City to provide services that were reduced or eliminated in the FY 2013/14 Operating Budget (Approved Budget) (Resolution 2013-0198).

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

Section 1. The MOU with WCE as included in Exhibit 1 is approved.

Section 2. The Fiscal Year 2013/14 Operating Budget is amended to restore 2.0 full-time equivalent positions (FTE):

- 1.0 FTE Assistant Civil Engineer in the Department of Public Works; and
- 1.0 FTE Associate Civil Engineer in the Department of Utilities.

Back to Report Table of Contents

AGREEMENT

BETWEEN

WESTERN COUNCIL OF ENGINEERS

AND

CITY OF SACRAMENTO

2013-2015

TABLE OF CONTENTS

Section Page

PREAMBLE 4

ARTICLE 1 – RECOGNITION 4
1.1 RECOGNITION 4

ARTICLE 2 – ENTIRE AGREEMENT 5
2.1 ENTIRE AGREEMENT 5

ARTICLE 3 – CITY RIGHTS 5
3.1 CITY RIGHTS 5

ARTICLE 4 – WCE RIGHTS 5
4.1 WCE REPRESENTATION 5
4.2 PAYROLL DEDUCTIONS 5
4.3 AGENCY SHOP 6

ARTICLE 5 – GRIEVANCE PROCEDURE 9
5.1 PURPOSE 9
5.2 DEFINITIONS 9
5.3 EMPLOYEE RIGHTS 10
5.4 STEP ONE 10
5.5 STEP TWO 10
5.6 STEP THREE 11
5.7 ARBITRATION 11
5.8 WITNESSES 12

ARTICLE 6 – SALARY ADJUSTMENTS 12
6.1 2013-2014 SALARY ADJUSTMENTS 12
6.2 PROFESSIONAL ACHIEVEMENT PROGRAM 12

ARTICLE 7 – SALARY ADMINISTRATION 13
7.1 ORIGINAL APPOINTMENT COMPENSATION RATE 13
7.2 ADVANCEMENT IN RATE OF COMPENSATION 13
7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION 15
7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION 16
7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE 16
7.6 RATES HIGHER THAN TOP STEP (Y-RATE) 16
7.7 LONGEVITY PAY 16
7.8 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY 16
7.9 SECTION 401(A) MONEY PURCHASE PLAN 17

ARTICLE 8 – HEALTH AND WELFARE 17
8.1 LIFE INSURANCE 17
8.2 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES 17
8.3 CONTRIBUTION TO NON-CAREER EMPLOYEES 17
8.4 AMOUNT OF CONTRIBUTION 18
8.5 COVERED DEPENDENTS 19

8.6 CASH-BACK LIMITS 19
8.7 FLEXIBLE SPENDING ACCOUNTS 19
8.8 RETIREES OR SURVIVOR DEPENDENTS BENEFITS 20

ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME 22
9.1 WORKDAY, WORKWEEK 22
9.2 OVERTIME/COMPENSATING TIME OFF (CTO) 22
9.3 VOLUNTARY WORK FURLOUGH PROGRAM 22

ARTICLE 10 – PROFESSIONAL DEVELOPMENT 23
10.1 CONFERENCES AND SEMINARS 23
10.2 PROFESSIONAL ENRICHMENT 23
10.3 TUITION REIMBURSEMENT 23

ARTICLE 11 – SPECIAL ALLOWANCES 23
11.1 STANDBY 23
11.2 TEMPORARY WORK IN HIGHER CLASSIFICATION 24
11.3 NIGHT-SHIFT PREMIUM PAY 24
11.4 REQUIRED LICENSES 24
11.5 BILINGUAL PAY 24
11.6 TECHNOLOGY ALLOWANCE 25

ARTICLE 12 – LEAVES 25
12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS 25
12.2 HOLIDAYS 25
12.3 VACATION 27
12.4 SICK LEAVE 28
12.5 PARENTAL LEAVE 30
12.6 CATASTROPHIC LEAVE PLAN 30
12.7 PERSONAL LEAVE 30
12.8 BEREAVEMENT LEAVE 31

ARTICLE 13 – COURT DUTY 31
13.1 COURT DUTY 31

ARTICLE 14 – LAYOFF 31
14.1 PURPOSE 31
14.2 DEFINITIONS 31
14.3 PROCEDURE 34
14.4 FRINGE BENEFITS 36
14.5 RECALL 36
14.6 GENERAL 37

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT 37
15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR 37
15.2 SAFETY GLASSES 37

ARTICLE 16 – DISCIPLINE 38
16.1 LETTER OF REPRIMAND 38
16.2 IN-LIEU DISCIPLINE 38
16.3 WITHDRAWAL OF APPEAL 38

ARTICLE 17 – MISCELLANEOUS 39
17.1 NEW OR REVISED JOB CLASSIFICATIONS 39
17.2 PROHIBITION OF STRIKES 39
17.3 SAVINGS CLAUSE 39
17.4 REGIONAL TRANSIT MONTHLY PASS 40
17.5 DISCOUNTED PARKING RATES 40
17.6 PROBATIONARY PERIOD 40
17.7 TRIAL PERIOD 41
17.8 PAYROLL ERRORS 41
17.9 NON-DISCRIMINATION 42
17.10 PERS RETIREMENT PLAN 42
17.11 TELECOMMUTING PROGRAM 42
17.12 MODIFIED/ALTERNATIVE DUTY POLICY 43
17.13 LIMITED-TERM APPOINTMENTS 43
17.14 TERM 43

Exhibit A – Continuing Letter of Understanding 45

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and WESTERN COUNCIL OF ENGINEERS, hereinafter referred to as the WCE, has as its purpose the promotion of harmonious labor relations between the City and the WCE, 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 WCE as the exclusive bargaining agent for all employees in the Engineering Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the WCE on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The classifications currently within the Engineering Unit are as follows:

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

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

ARTICLE 2 – ENTIRE AGREEMENT

2.1 ENTIRE AGREEMENT

a. The parties further agree that this Agreement sets forth the full and entire understanding of the parties, and any and all prior or existing Agreements are hereby superseded and terminated.

b. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive rights, 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 City Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules; (e) to dismiss employees because of lack of work 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 may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – WCE RIGHTS

4.1 WCE REPRESENTATION

The WCE shall notify Labor Relations of the employees it has designated as Local Chapter Representative and alternate representative with whom the City shall communicate with as representatives of the WCE. Such representatives shall be allowed reasonable time off with pay relating to the administration of this Agreement, subject to the scheduling of such time with said representative's supervisor.

4.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the WCE for (1) the normal

and regular monthly membership dues and (2) insurance premiums for plans to which the City is not the contracting party.

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 the WCE.

(2) Such deductions shall be made only upon submission to Benefits in the Department of Human Resources, of the said authorization form duly completed and executed by the employee and the WCE.

(3) The WCE will be responsible for submitting to Benefits the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.

(4) The WCE 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 or insurance or other programs sponsored by the WCE.

(5) The City will remit to the WCE a check for all of the deductions.

(6) The City must approve all payroll deductions for insurance premiums for plans to which the City is not the contracting party.

4.3 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one (1) 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 WCE or pay an agency shop service fee to the WCE 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 WCE's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the WCE shall exclude expenditures for members-only benefits and WCE 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 WCE, and the City shall not be a party to the dispute.

Both the service fee and the WCE dues may be paid to the WCE through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deductions 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 WCE, such employee shall be required to submit to the WCE 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 WCE, 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 WCE shall keep an adequate itemized record of its financial transactions which shall be made 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 WCE, 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 WCE shall promptly refund to the City any amounts paid to the WCE in error under this Section.

The WCE 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

Failure to pay the required service fee or the in-lieu of service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be terminated under this Section unless:

(1) The WCE 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 WCE 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 WCE

must further provide, when requesting the City to terminate the employee, the following written notice:

> "The WCE 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 WCE 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 WCE. 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.

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the WCE agree to implement the following Grievance Procedure:

5.1 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.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one (1) or a group of employees, or a dispute between the City and the WCE involving the interpretation, application, or enforcement of the express terms of this Agreement. 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 is based. With the consent

of the City's third step representative, the thirty (30) day time limit for filing grievances may be extended.

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 WCE, the City, or their authorized representatives.

5.3 EMPLOYEE RIGHTS

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 or with his/her WCE representative. 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 supervisor 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 supervisor's answer 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 WCE representative and designated departmental representative will meet in an effort to settle the matter. The City's answer shall be made no later than 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 WCE representative and the designated representative of the City will meet to hear grievances appealed to the third step. Grievances 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.

5.7 ARBITRATION

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

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

c. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association 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.

d. 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 WCE, and employee.

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

f. 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.

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

h. A WCE representative shall have the authority to settle grievances for the WCE 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 WCE agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 2013-2014 SALARY ADJUSTMENTS

The compensation package for employees in the Engineering Unit shall include two lump sum payments totaling nine hundred and seventy five dollars ($975) as follows:

a. Employees who are on the payroll November 29, 2013, shall be paid $487.50; payment to be made on the paycheck that includes December 1, 2013.

b. Employees who are on the payroll June 27, 2014, shall be paid $487.50; payment to be made on the paycheck that includes July 1, 2014.

6.2 PROFESSIONAL ACHIEVEMENT PROGRAM

a. Employees in the eligible classifications listed below shall receive a professional achievement incentive in addition to their base salary as follows:

(1) Employees in the classifications of Assistant Engineer, Assistant Architect, and Landscape Assistant shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of each of the following professional licenses up to a maximum of five percent (5%) and the incentives shall not be compounded:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

(2) Employees in the classifications of Associate Engineer, Associate Architect, and Associate Landscape Architect shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of two (2) of the following professional licenses:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

b. Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.

c. Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration and shall be applicable for the duration of the license.

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

Increases to employees who successfully complete twenty-six (26) weeks of service shall become effective on the first day of the following bi-weekly pay period. The 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 following week. Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase.

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 of 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, where fifty-two (52) weeks is required.

(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 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in Section 108 of the City Charter. The amount of payment after twenty (20) years of City service shall be one hundred dollars ($100), and after twenty-five (25) years of City service, an additional two hundred dollars ($200), for a total of three hundred dollars ($300). The parties acknowledge that Longevity Pay is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding Longevity Pay.

7.8 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.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to eligible employees and participation shall be mandatory. The City will contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary to the 401(a) Plan.

ARTICLE 8 – HEALTH AND WELFARE

8.1 LIFE INSURANCE

The City agrees to provide $20,000 life insurance for career employees in the Engineering Unit. The employee may purchase an additional $30,000 of City-sponsored term life insurance.

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

a. The City shall administer a Cafeteria Plan benefits program for employees consistent with Internal Revenue Code Section 125. The City agrees to make contributions (City dollars) as defined below. 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.

b. Eligible employees shall receive a City contribution for each 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 payday may continue elected coverage limited to the City's medical, dental, vision, disability and life insurance plans for up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, 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.

8.3 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, dental, and vision 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, a non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If an 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.

8.4 AMOUNT OF CONTRIBUTION

a. Account-Based Health Plan (ABHP)

An ABHP is an insurance plan option available to employees beginning during the 2013 open enrollment period and will become effective January 1, 2014.

(1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).

(2) To the extent that the premium for the HDHP is less than the City contributions outlined below, any remaining City contribution shall be credited to the employee's HSA, to the extent allowed by law. If the excess contribution exceeds the annual HSA amount allowed by law, the employee will receive cash payment for the difference.

(3) Career employees who enroll in an ABHP no later than December 31, 2013, shall have a Health Savings Account (HSA) credited with a one-time City contribution of $2,000 on or before January 31, 2014.

b. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at an amount equal to 100% of the lowest cost City non-ABHP health plan plus the lowest cost dental plan available in plan year 2014. The fixed amount for employee only shall be $696 per month.

c. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent shall be fixed at an amount equal to $850 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus one dependent shall be $883 per month.

d. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus two or more dependents shall be fixed at an amount equal to $1200 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus two or more dependents shall be $1,243 per month.

e. All City contributions shall be fixed as of January 1, 2014.

f. Part-time employees shall be prorated as indicated in 8.3(a).

8.5 COVERED DEPENDENTS

a. An employee who has established a domestic partnership consistent with Sacramento City Code Section 2.120.020 or is registered with the Secretary of State of the State of California 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 insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall be as outlined in certificates of coverage and related insurance contracts. As of the date of this Agreement, that definition includes an adult child up to age 26, grandchildren living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children, provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

8.6 CASH-BACK LIMITS

a. The cash-back for eligible employees who waive City-sponsored health insurance shall be $200 per month. The $200 per month shall remain in effect through the end of the contract. Part-time employees shall be pro-rated as indicated in 8.2(a).

b. Employees hired after October 15, 2013, shall not be eligible for cash-back.

c. Cash-back shall be available to employees who waive health insurance enrollment during the 2013 open enrollment period. The cash-back option shall be closed to any new enrollments for employees who waive health coverage after the 2013 open enrollment period.

d. Employees transferring to classifications in the Engineering Unit who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

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

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) program to employees as permitted by Internal Revenue Service Regulations. Items which may qualify include out-of-pocket costs for City-sponsored health and dental insurance premiums, unreimbursed health care expenses, and dependent care reimbursement.

8.8 RETIREES OR SURVIVOR/DEPENDENTS' BENEFITS

Eligible City retirees or survivor dependents shall receive City- retiree insurance contributions for health, dental, and vision insurance benefits as follows:

a. Retiree Insurance Contribution

The City retiree insurance contribution for eligible retirees shall be $300 per month for the retiree only or $365 per month for the retiree with dependent(s).

b. Retiree Insurance Contributions for Employees Retiring on or After July 1, 1992

(1) Except as provided below, to be eligible for the City retiree insurance contribution for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.

(2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution effective with the date of retirement without regard to age.

(3) The City's retiree insurance contribution shall be as follows:

(a) Employees with a minimum ten (10) full years of City service, but less than fifteen (15) full years of City service shall be eligible to receive fifty percent (50%) of the City's retiree insurance contribution identified in subsection (a) above.

(b) Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service shall be eligible to receive seventy-five percent (75%) of the City's retiree insurance contribution identified in subsection (a) above.

(c) Employees with a minimum of twenty (20) full years of City service shall be eligible to receive one hundred percent (100%) of the City's retiree insurance contribution identified in subsection (a) above.

(4) There shall be no eligibility for the City's retiree insurance contribution if the employee elects to take a deferred retirement.

(5) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.

c. Retiree Insurance Contributions for Persons in Deferred Retirement Status as of January 1, 1991, are as follows:

Employees who elected a deferred retirement prior to January 1, 1991, and who retired on or after July 1, 1992, and before June 28, 2013, shall be eligible for the City's retiree insurance contribution as follows:

(1) A retiree with at least ten (10) full years of City service, and who is at least fifty (50) years of age, shall be eligible for fifty percent (50%) of the City's retiree insurance contribution as identified in subsection (a) above.

(2) A retiree with twenty (20) full years or more of City service, and who is at least fifty (50) years of age, shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection (a) above.

d. Industrial Disability 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 retiree insurance contribution 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 retiree 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 after the expiration of this Agreement.

h. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After June 30, 2013

No employee hired after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Engineering Unit after June 30, 2013, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer. An employee hired by the City prior to July 1, 2013, who is laid off and

is recalled to the same classification in the Engineering Unit within five (5) years of layoff shall maintain eligibility for benefits under this Section.

ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall consist of forty (40) working hours during the period beginning at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. This paragraph shall not apply to non-career employees.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a flexible 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the WCE thirty (30) days in advance of implementation of the four (4) ten (10) workweek or 9-80 workweek schedule.

9.2 OVERTIME/COMPENSATING TIME OFF (CTO)

a. The City agrees it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of the employee’s normal workday or workweek, or on a recognized holiday, such time shall be compensated as overtime.

b. Employees shall be entitled to overtime compensation or CTO at the employer's option. Both the cash payment and the CTO shall be computed at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Any CTO must be approved by the employee's department head or his/her designee.

c. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

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 – PROFESSIONAL DEVELOPMENT

10.1 CONFERENCES AND SEMINARS

a. The City and the WCE agree that, subject to the approval of the department head or his/her designated representative, members of the Engineering Unit may be assigned to attend conferences and seminars where such attendance is in the best interest of the City.

b. In addition to the provision of (a) above, subject to the approval of the department head, members will be permitted to attend conferences and seminars, with or without expenses, where such attendance is in the best interest of the City and the professional development of employees in the Unit.

c. Conference and seminar costs shall be administered under the Department of Finance Administration Policy concerning: Travel Requests and Expense Reimbursement.

10.2 PROFESSIONAL ENRICHMENT

Employees shall receive four hundred and eighty dollars ($480) on the second paycheck in March and four hundred and eighty dollars ($480) on the second paycheck in September for professional enrichment. Employees must be on the payroll for the full period in which the payment is made to receive this benefit. Payment shall be prorated based on FTE status.

10.3 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $750.00 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.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY

a. An employee who is required to remain on call for emergency work shall be paid $210.00 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. If an employee is assigned to stand-by 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.

11.2 TEMPORARY WORK IN HIGHER CLASSIFICATION

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 percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed top step of the higher classification.

11.3 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work any portion of their regular workshift 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 each hour worked.

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

11.4 REQUIRED LICENSES

a. The City shall reimburse employees for the fee charged by the State of California to renew their professional registration. The reimbursement will apply only to those employees who are required to maintain the professional registration as a condition of their employment.

b. Verification of the renewal of the employee's professional registration is required in order to receive the reimbursement.

11.5 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) 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.

11.6 TECHNOLOGY ALLOWANCE

a. In the event the appointing authority requires an employee to use a cellular phone to conduct City-related business, the employee will receive a monthly technology allowance of twenty-five dollars ($25) in lieu of using a City-provided cellular telephone.

b. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.

c. Upon approval of the monthly technology allowance, the employee shall obtain, at his or her own expense and as a private individual, a personal cellular telephone and monthly cellular service contract that may be used to conduct City-related business. The employee shall publish and/or provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.

d. The employee shall be generally accessible via his or her cellular telephone to conduct City-related business.

ARTICLE 12 – LEAVES

12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

Unless provided otherwise in this Article, the accrual of all leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.

12.2 HOLIDAYS

a. The following shall be recognized holidays:

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

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. When one of these holidays falls on a Saturday, employees shall be given the preceding Friday off as holiday time. When one of the holidays falls on a Sunday, employees shall be given the following Monday off as holiday time.

d. Part-time career and non-career employees must work or be on authorized paid leave the scheduled shift before and after the holiday to be eligible for the holiday benefit.

e. A part-time career employee 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.

f. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee 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 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.

12.3 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 partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. 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. This provision also applies to holiday pay accrued and vested.

12.4 SICK LEAVE

a. Accrual and Usage

(1) A full-time employee shall accrue sick leave credits at the rate of eight (8) hours per month which may be used by 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; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. 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 may 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 (480 hours) accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

(3) An eligible employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than December 1 of each year.

b. Sick Leave Cash-Out/Conversion To PERS Service Credit

(1) PERS

(a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit as follows:

(i) Eligible employees, or persons entitled by law to the possession of the estate of a deceased employee, may receive payment for thirty-three and one-third percent (33-1/3%) of the sick leave credits accumulated (to the nearest full day) by the employee on the date of their retirement, resignation, layoff, or death.

(ii) In the alternative, eligible employees may convert any or all of their total sick leave credits accrued as of the date of their retirement pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment for thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.

(b) PERS members hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment for retirement.

(c) 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.

(2) SCERS

Upon termination of any employee in the SCERS eligible to accumulate sick leave credits for reasons of retirement, resignation and/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 of service, shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

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

e. 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.

12.5 PARENTAL LEAVE

Pursuant to the City's Parental Leave Policy, full-time employees who have completed at least three (3) years of City service from the most recent date of hire are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160) hours] of continuous paid time off.

12.6 CATASTROPHIC LEAVE PLAN

Employees are entitled to catastrophic leave pursuant to the City's Catastrophic Leave Policy.

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

b. Use of personal leave shall not cause overtime.

c. Personal leave shall not accumulate from calendar year to calendar 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 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours 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 outlined in the Civil Service Rules for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 13 – COURT DUTY

13.1 COURT DUTY

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, to serve on a jury, or to report for jury duty examination, he/she shall be granted pay for those hours which he/she 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 serve. 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 jury remuneration received, less transportation allowance, to the City.

b. 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 juror or appearance in court for that purpose, the date or dates of attendance, the time released from attendance and the compensation paid, exclusive of any transportation allowance.

ARTICLE 14 – LAYOFF

14.1 PURPOSE

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

14.2 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 step is greater than the top step 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 Rules, classification seniority shall be mutually established by the City and the WCE. For those classifications which have flexible staffing as defined in the Civil Service Rules 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: (1) classification seniority in any higher classifications, and (2) previous classification seniority in the job classification or series for flexibly staffed classifications in which the employee is currently working, and (3) present time spent in the job classification or series for flexibly staffed classifications in which the employee is currently working.

(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.

(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 or in excess of the time period set forth in subsection (d) below.

(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. Downgrades

A downgrade shall be defined as a change in job classification to which the top step is less than the top step 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. An employee who is downgraded 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.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Engineering Unit are as follows:

(1) Associate Civil Engineer/Assistant Civil Engineer/Junior Engineer

(2) Associate Electrical Engineer/Assistant Electrical Engineer/Junior Engineer

(3) Associate Mechanical Engineer/ Assistant Mechanical Engineer/Junior Engineer

(4) Fire Protection Engineer

(5) Associate Architect/Assistant Architect/Junior Architect

(6) Associate Landscape Architect/Landscape Assistant/Junior Landscape Assistant

(7) Telecommunications Engineer III/II/I

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.

14.3 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 the 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 and within 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 an 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 the 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.

c. 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 in the City's payroll system, 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 the 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.

14.4 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 laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, 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 Benefits in the Department of Human Resources on the request of laid-off employees.

14.5 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 employees on the established layoff eligibility list based on classification 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 or probationary status was held at the time of layoff or downgrade. Provisional and 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 who have been downgraded and are subsequently recalled shall return to the salary step which he/she held prior to his/her displacement. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

c. 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.

d. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown in the City's payroll system. 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 ten (10) calendar days to notify the City of his/her intent to return to work. The employee shall have twenty-one (21) days from the postmark of the certified letter to report to work with the twenty-one (21) days being inclusive of the ten (10) days.

e. If the employee fails to notify the City within ten (10) days or fails to report to work within the twenty-one (21) days, the employee shall lose all recall rights.

14.6 GENERAL

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

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT

15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR

Upon approval of the appropriate supervisor, an employee who works on a jobsite where Cal-OSHA approved safety footwear is required to be worn as a condition of employment shall be eligible for reimbursement of up to $200 for the purchase or repair of approved safety footwear subject to the following conditions: (1) the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes or having existing footwear repaired; (2) the employee must submit a receipt to the supervisor to verify the cost and substantiate the reimbursement; (3) the employee shall be eligible for reimbursement under this section no more than once every 2 years.

15.2 SAFETY GLASSES

a. When it is mandatory for employees to wear safety glasses, the City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses may wear the protective eye wear provided by the City or the employee may choose to wear prescription safety glasses at their own expense.

b. The City agrees to reimburse employees up to a maximum of one hundred twenty-five dollars ($125) for the repair or replacement of prescription safety glasses purchased by the employee if the glasses are damaged or destroyed while the

employee is actively at work, provided that the employee furnishes satisfactory proof to the City of such loss.

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

ARTICLE 16 – DISCIPLINE

16.1 LETTER OF REPRIMAND

a. A letter of reprimand 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 on or after October 27, 1990, will be withdrawn from an employee's official personnel file eighteen (18) months from the date of issue provided there has not been additional formal discipline imposed during the eighteen-month period.

16.2 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.

16.3 WITHDRAWAL OF APPEAL

An employee or union may withdraw an appeal of discipline at any time prior to a decision by an Administrative Law Judge or the Civil Service Board. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee’s mailing address as shown in the City’s payroll system.

16.4 SUSPENSIONS AND PAY REDUCTIONS

a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file, and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been

additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.

b. All discipline documents that are removed from the employee's personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.

ARTICLE 17 – MISCELLANEOUS

17.1 NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Engineering Unit covered by this Agreement may be warranted. Under such circumstances, the City shall prepare and submit to the WCE the proposed descriptions and proposed appropriate salary ranges for such job classifications as will have been determined to be within the Engineering 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 WCE, the fifteen (15) day period will be extended by an additional ten (10) days.

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

c. 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.

17.2 PROHIBITION OF STRIKES

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

17.3 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 reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

17.4 REGIONAL TRANSIT MONTHLY PASS

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 a SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Department of Finance, Revenue Division, on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Eligible full-time employees, as described above, who regularly utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible for monthly reimbursement 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 Department of Finance, Revenue Division, by the fifth day of the month to obtain reimbursement. The amount of the 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.

17.5 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 provision shall be inoperative at the sole discretion of the City at any time after June 20, 1997.

17.6 PROBATIONARY PERIOD

a. Probationary Period

The probationary period is an extension of and an integral part of the examination process. It shall be utilized for closely observing the employee's work, for securing the most effective assimilation of a new employee, and for determining if performance meets the required standards of the job.

(1) The probationary period for all employees in this unit shall be twelve (12) months in duration.

(2) An employee may be released, without right of appeal, during the probationary period. Written notice of the release shall be furnished the probationer.

b. Performance Evaluations

(1) At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for all career and non-career employees, including those at the top salary step.

(2) Should review of the existing performance evaluation system be requested by either party, upon mutual agreement the parties shall meet to discuss the performance evaluation system.

17.7 TRIAL PERIOD

a. An employee appointed to a career classification as a non-career employee shall serve a trial period.

b. The trial period for the non-career employee appointed to a career classification shall be equivalent in length of time to the probationary period for that classification beginning with the first day the employee reports to work.

c. A non-career employee may be released from his or 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.

17.8 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, CTO, or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

(3) A repayment schedule through payroll deduction; and/or

(4) Other means, as may be mutually agreed between the parties.

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

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two 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.

17.9 NON-DISCRIMINATION

a. The City and the WCE agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, political affiliation, WCE membership or activity, or handicap.

b. Nothing in this Section shall be construed to extend benefits to any person.

17.10 PERS RETIREMENT PLAN

a. Member Contribution to PERS Retirement Plan – Classic Members

Effective June 29, 2013, “classic members” as defined by PERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan. Classic members shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

b. Member Contribution to PERS Retirement Plan – New Members

“New members” as defined by Public Employees’ Pension Reform Act (PEPRA) shall be members in the PERS on terms consistent with the PEPRA. New members shall qualify for the 2% at 62 benefit formula, shall contribute fifty percent (50%) of the total normal cost as required by PEPRA, and retirement shall be based upon the highest thirty-six (36) consecutive months of compensation.

17.11 TELECOMMUTING PROGRAM

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

a. The City will decide the classifications and positions which are feasible for a telecommuting program. The WCE may recommend classifications and positions for inclusion in telecommuting.

b. The WCE 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 telecommuting arrangement.

c. A telecommuting 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 telecommuting 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.

17.12 MODIFIED/ALTERNATIVE DUTY POLICY

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

17.13 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.

17.14 TERM

a. This Agreement shall remain in full force and effect from June 29, 2013, to and including June 26, 2015.

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

c. The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect during the term of this Agreement.

DATED: October 15, 2013

WESTERN COUNCIL OF ENGINEERS	CITY OF SACRAMENTO
BY:_____	_____
Nancy E. Watson Executive Director	Geri Hamby Director of Human Resources
_____	_____
Kirk Thompson Negotiating Committee Member	Mark Gregersen Chief Negotiator
_____	_____
David Morgan Negotiating Committee Member	LaToya Jackson Labor Relations Analyst
_____	
Anis Ghobril Negotiating Committee Member	

Exhibit A – Continuing Letter of Understanding

OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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

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

June 17, 2009
(REVISED)

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

Re: Agreement Regarding City's Efforts to Provide Adequate Work

Dear Ms. Watson:

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

The City agrees during the current economic downturn and layoffs, it will take reasonable measures to preserve the jobs of career employees including the following:

a) application of federal stimulus funds for projects which have a direct impact on career employees;

b) promote cooperation and coordination among departments so that one department might use the employee resources of another department rather than contracting out work; and,

c) WCE employees impacted by layoffs may apply for limited term and/or temporary work. The selection and hiring process will be consistent with prevailing rules, regulations and the Civil Service Board. Acceptance of limited term and/or temporary work will not impact an employees' recall rights or responsibilities. On a quarterly basis, the City shall provide to WCE a list of anticipated and existing outside contracts/consultants which perform the

same and/or similar work performed by WCE members. The list will include contracts/consultants with the Departments of Transportation, General Services, Community Development, Parks and Recreation, and Utilities.

d) Upon request by either party, the parties will meet no later than twenty (20) business days following the issuing of the list to discuss the impact of the anticipated and existing contracts/consultants. The discussion will include possible solutions to facilitate the reinstatement of employees impacted by layoff.

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

Sincerely,

VeRonica Busby
Labor Relations Officer

AGREED TO:

Nancy Watson, Executive Director
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineers

Back to Report Table of Contents

AGREEMENT

BETWEEN

WESTERN COUNCIL OF ENGINEERS

AND

CITY OF SACRAMENTO

2013~~05~~-2015~~10~~

TABLE OF CONTENTS

Section Page

PREAMBLE 4

ARTICLE 1 – RECOGNITION 4
1.1 RECOGNITION 4

ARTICLE 2 – ENTIRE AGREEMENT 5
2.1 ENTIRE AGREEMENT 5

ARTICLE 3 – CITY RIGHTS 5
3.1 CITY RIGHTS 5

ARTICLE 4 – WCE RIGHTS 5
4.1 WCE REPRESENTATION 5
4.2 PAYROLL DEDUCTIONS 5
4.3 AGENCY SHOP 6

ARTICLE 5 – GRIEVANCE PROCEDURE 9
5.1 PURPOSE 9
5.2 DEFINITIONS 9
5.3 EMPLOYEE RIGHTS 10
5.4 STEP ONE 10
5.5 STEP TWO 10
5.6 STEP THREE 11
5.7 ARBITRATION 11
5.8 WITNESSES 12

ARTICLE 6 – SALARY ADJUSTMENTS 12
6.1 2013-2014 SALARY ADJUSTMENTS 12
6.2 PROFESSIONAL ACHIEVEMENT PROGRAM 14

ARTICLE 7 – SALARY ADMINISTRATION 15
7.1 ORIGINAL APPOINTMENT COMPENSATION RATE 15
7.2 ADVANCEMENT IN RATE OF COMPENSATION 15
7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION 17
7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION 18
7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE 18
7.6 RATES HIGHER THAN TOP STEP (Y-RATE) 18
7.7 LONGEVITY PAY 18
7.8 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY 20
7.9 SECTION 401(A) MONEY PURCHASE PLAN 20

ARTICLE 8 – HEALTH AND WELFARE 21
8.1 LIFE INSURANCE 21
8.2 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES 21
8.3 CONTRIBUTION TO NON-CAREER EMPLOYEES 21
8.4 AMOUNT OF CONTRIBUTION 22
8.5 COVERED DEPENDENTS 24

8.6 CASH-BACK LIMITS 24
8.7 FLEXIBLE SPENDING ACCOUNTS 25
8.8 RETIREES OR SURVIVOR DEPENDENTS BENEFITS 26

ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME 28
9.1 WORKDAY, WORKWEEK 28
9.2 OVERTIME/COMPENSATING TIME OFF (CTO) 29
9.3 VOLUNTARY WORK FURLOUGH PROGRAM 29

ARTICLE 10 – PROFESSIONAL DEVELOPMENT 29
10.1 CONFERENCES AND SEMINARS 29
10.2 PROFESSIONAL ENRICHMENT 30
10.3 TUITION REIMBURSEMENT 31

ARTICLE 11 – SPECIAL ALLOWANCES 31
11.1 STANDBY 31
11.2 TEMPORARY WORK IN HIGHER CLASSIFICATION 31
11.3 NIGHT-SHIFT PREMIUM PAY 32
11.4 REQUIRED LICENSES 32
11.5 BILINGUAL PAY 32
11.6 TECHNOLOGY ALLOWANCE 32

ARTICLE 12 – LEAVES 33
12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS 33
12.2 HOLIDAYS 33
12.3 VACATION 35
12.4 SICK LEAVE 36
12.5 PARENTAL LEAVE 38
12.6 CATASTROPHIC LEAVE PLAN 39
12.7 PERSONAL LEAVE 41
12.8 BEREAVEMENT LEAVE 41

ARTICLE 13 – COURT DUTY 41
13.1 COURT DUTY 41

ARTICLE 14 – LAYOFF 42
14.1 PURPOSE 42
14.2 DEFINITIONS 42
14.3 PROCEDURE 45
14.4 FRINGE BENEFITS 46
14.5 RECALL 47
14.6 GENERAL 48

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT 48
15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR 48
15.2 SAFETY GLASSES 48

ARTICLE 16 – DISCIPLINE 49
16.1 LETTER OF REPRIMAND 49
16.2 IN-LIEU DISCIPLINE 49
16.3 WITHDRAWAL OF APPEAL 49

ARTICLE 17 – MISCELLANEOUS....50
17.1 NEW OR REVISED JOB CLASSIFICATIONS....50
17.2 PROHIBITION OF STRIKES....50
17.3 SAVINGS CLAUSE....50
17.4 REGIONAL TRANSIT MONTHLY PASS....51
17.5 DISCOUNTED PARKING RATES....52
17.6 PROBATIONARY PERIOD....52
17.7 TRIAL PERIOD....52
17.8 PAYROLL ERRORS....53
17.9 NON-DISCRIMINATION....53
17.10 PERS RETIREMENT PLAN....53
17.11 TELECOMMUTING PROGRAM....54
17.12 MODIFIED/ALTERNATIVE DUTY POLICY....55
17.13 LIMITED-TERM APPOINTMENTS....55
17.14 TERM....55

Exhibit A – Continuing Letter of Understanding....57

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and WESTERN COUNCIL OF ENGINEERS, hereinafter referred to as the WCE, has as its purpose the promotion of harmonious labor relations between the City and the WCE, 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 WCE as the exclusive bargaining agent for all employees in the Engineering Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the WCE on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The classifications currently within the Engineering Unit are as follows:

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

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

ARTICLE 2 – ENTIRE AGREEMENT

2.1 ENTIRE AGREEMENT

a. The parties further agree that this Agreement sets forth the full and entire understanding of the parties, and any and all prior or existing Agreements are hereby superseded and terminated.

b. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive rights, 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 City Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules; (e) to dismiss employees because of lack of work 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 may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – WCE RIGHTS

4.1 WCE REPRESENTATION

The WCE shall notify ~~the Office of~~ Labor Relations of the employees it has designated as Local Chapter Representative and alternate representative with whom the City shall communicate with as representatives of the WCE. Such representatives shall be allowed reasonable time off with pay relating to the administration of this Agreement, subject to the scheduling of such time with said representative's supervisor.

4.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the WCE for (1) the normal

and regular monthly membership dues and (2) insurance premiums for plans to which the City is not the contracting party.

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 the WCE.

(2) Such deductions shall be made only upon submission to ~~the~~ Benefits ~~Section,~~in the Department of Human Resources, of the said authorization form duly completed and executed by the employee and the WCE.

(3) The WCE will be responsible for submitting to ~~the~~ Benefits ~~Section~~ the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.

(4) The WCE 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 or insurance or other programs sponsored by the WCE.

(5) The City will remit to the WCE a check for all of the deductions.

(6) The City must approve all payroll deductions for insurance premiums for plans to which the City is not the contracting party.

4.3 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one (1) 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 WCE or pay an agency shop service fee to the WCE 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 WCE's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the WCE shall exclude expenditures for members-only benefits and WCE 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 WCE, and the City shall not be a party to the dispute.

Both the service fee and the WCE dues may be paid to the WCE through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deductions 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 WCE, such employee shall be required to submit to the WCE 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 WCE, 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 WCE shall keep an adequate itemized record of its financial transactions ~~and~~ which shall be made~~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 WCE, 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 WCE shall promptly refund to the City any amounts paid to the WCE in error under this Section.

The WCE 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

Failure to pay the required service fee or the in-lieu of service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be terminated under this Section unless:

(1) The WCE 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 WCE 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 WCE

must further provide, when requesting the City to terminate the employee, the following written notice:

> "The WCE 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 WCE 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 WCE. 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)~~.

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the WCE agree to implement the following Grievance Procedure:

5.1 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.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one (1) or a group of employees, or a dispute between the City and the WCE involving the interpretation, application, or enforcement of the express terms of this Agreement. 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~~is based. With the

consent of the City's third step representative, the thirty (30) day time limit for filing grievances may be extended.

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 WCE, the City, or their authorized representatives.

5.3 EMPLOYEE RIGHTS

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 or~~. An employee who believes he/she has cause for grievance may contact his/her supervisor~~ with his/her WCE representative. 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 supervisor 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 supervisor's answer 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 WCE representative and designated departmental representative will meet in an effort to settle the matter. The City's answer ~~will~~ shall be

made no later than 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 WCE representative and the designated representative of the City will meet to hear grievances appealed to the third step. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard work~~ing~~ days 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.

5.7 ARBITRATION

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

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

c. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association 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.

d. 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 WCE, and employee.

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

f. 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.

~~g. 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.~~

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

i.h. A WCE's representative shall have the authority to settle grievances for the WCE 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 WCE agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 2013-2014 SALARY ADJUSTMENTS

The compensation package for employees in the Engineering Unit shall include two lump sum payments totaling nine hundred and seventy five dollars ($975) as follows:

a. Employees who are on the payroll November 29, 2013, shall be paid $487.50; payment to be made on the paycheck that includes December 1, 2013.

b. Employees who are on the payroll June 27, 2014, shall be paid $487.50; payment to be made on the paycheck that includes July 1, 2014.

2005-2006 SALARIES

Effective June 25, 2005, the current salary ranges in terms of bi-weekly rates of pay for classifications represented by this Agreement shall be adjusted by four percent (4%) as set forth in Exhibit A.

6.2 EQUITIES

a. Effective January 7, 2006, the salary for classifications listed below shall be adjusted as follows:

Landscape Assistant	4%
Associate Landscape Architect	4%
Junior Landscape Assistant	2%
Junior Architect	2%
Junior Engineer	2%
Assistant Architect	2%
Associate Architect	2%
Assistant Civil Engineer	2%
Associate Civil Engineer	2%

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~~Assistant Electrical Engineer~~	~~2%~~
~~Associate Electrical Engineer~~	~~2%~~
~~Assistant Mechanical Engineer~~	~~2%~~
~~Associate Mechanical Engineer~~	~~2%~~
~~Fire Protection Engineer~~	~~2%~~
~~Telecommunications Engineer I~~	~~2%~~
~~Telecommunications Engineer II~~	~~2%~~
~~Telecommunications Engineer III~~	~~2%~~

~~b. Effective January 6, 2007, the salary for classifications listed below shall be adjusted as follows:~~

~~Landscape Assistant~~	~~4%~~
~~Associate Landscape Architect~~	~~4%~~
~~Junior Landscape Assistant~~	~~2%~~
~~Junior Architect~~	~~2%~~
~~Junior Engineer~~	~~2%~~
~~Assistant Architect~~	~~2%~~
~~Associate Architect~~	~~2%~~
~~Assistant Civil Engineer~~	~~2%~~
~~Associate Civil Engineer~~	~~2%~~
~~Assistant Electrical Engineer~~	~~2%~~
~~Associate Electrical Engineer~~	~~2%~~
~~Assistant Mechanical Engineer~~	~~2%~~
~~Associate Mechanical Engineer~~	~~2%~~
~~Fire Protection Engineer~~	~~2%~~
~~Telecommunications Engineer I~~	~~2%~~
~~Telecommunications Engineer II~~	~~2%~~
~~Telecommunications Engineer III~~	~~2%~~

~~c. Effective January 5, 2008, the salary for classifications listed below shall be adjusted as follows:~~

~~Landscape Assistant~~	~~2%~~
~~Associate Landscape Architect~~	~~2%~~
~~Junior Landscape Assistant~~	~~1%~~
~~Junior Architect~~	~~1%~~
~~Junior Engineer~~	~~1%~~
~~Assistant Architect~~	~~1%~~
~~Associate Architect~~	~~1%~~
~~Assistant Civil Engineer~~	~~1%~~
~~Associate Civil Engineer~~	~~1%~~
~~Assistant Electrical Engineer~~	~~1%~~
~~Associate Electrical Engineer~~	~~1%~~
~~Assistant Mechanical Engineer~~	~~1%~~
~~Associate Mechanical Engineer~~	~~1%~~
~~Fire Protection Engineer~~	~~1%~~

~~Telecommunications Engineer I 1%~~
~~Telecommunications Engineer II 1%~~
~~Telecommunications Engineer III 1%~~

~~d. Effective January 3, 2009, the salary for classifications listed below shall be adjusted as follows:~~

~~Landscape Assistant 1%~~
~~Associate Landscape Architect 1%~~

~~6.3 2006-2007 SALARIES~~

~~Effective June 24, 2006, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%) and are set forth in Exhibit A-1.~~

~~6.4 2007-2008 SALARIES~~

~~Effective June 23, 2007 salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%) and are set forth in Exhibit A-2.~~

~~6.5 2008-2009 SALARIES~~

~~Effective June 21, 2008 salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%) and are set forth in Exhibit A-3.~~

~~6.6 2009-2010 SALARIES~~

~~Effective June 20, 2009, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%) and are set forth in Exhibit A-4.~~

~~6.7 SALARY RANGE~~

~~Employees hired on April 13, 1996 or later shall be covered under an eight-step salary plan which shall be established by the addition of three (3) salary steps of 5% each below Step A to all salary ranges as set forth in Exhibit A.~~

6.2~~8~~ PROFESSIONAL ACHIEVEMENT PROGRAM

a. Employees in the eligible classifications listed below shall receive a professional achievement incentive in addition to their base salary as follows:

(1) Employees in the classifications of Assistant Engineer, Assistant Architect, and Landscape Assistant shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of each of the following professional licenses up to a maximum of five percent (5%) and the incentives shall not be compounded:

Structural Engineer
Civil Engineer

Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

(2) Employees in the classifications of Associate Engineer, Associate Architect, and Associate Landscape Architect shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of two (2) of the following professional licenses:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

b. Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.

c. Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration and shall be applicable for the duration of the license.

ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1~~3/A~~, 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~~Step 10/E~~ 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.

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(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

Increases to employees who successfully complete twenty-six (26) weeks of service shall become effective on the first day of the following bi-weekly pay period.~~;~~ ~~which~~ T~~t~~he 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 following week. Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase.

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 of 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, where fifty-two (52) weeks is required.

(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~~3/A~~, 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 ~~STEP~~ TOP STEP~~10/E~~ (Y-RATE)

Whenever the salary of an employee exceeds top step~~Step 10/E~~ 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~~Step 10/E~~, 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~~Step 10/E~~, as applicable, the employee shall be permitted to advance to the maximum step of the original range.

7.7 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in Section 108 of the City Charter. The amount of payment after twenty (20) years of City service

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shall be one hundred dollars ($100), and after twenty-five (25) years of City service, an additional two hundred dollars ($200), for a total of three hundred dollars ($300). The parties acknowledge that Longevity Pay is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding Longevity Pay.

~~a. Employee Eligibility~~

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

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

~~(2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.~~

~~(3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days 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 (20) or more working days 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 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.~~

7.8 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.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to eligible employees and participation shall be mandatory. ~~and~~ T~~t~~he City will contribute two percent (2%) of salary ~~to the 401(a) Plan~~and the employee shall contribute two percent (2%) of salary to the 401(a) Plan.~~ The vesting period for the City contribution shall be five (5) years with credit for prior service.~~

ARTICLE 8 – HEALTH AND WELFARE

8.1 LIFE INSURANCE

The City agrees to provide $~~10,000~~20,000 life insurance for career employees in the Engineering Unit. The employee may purchase an additional $30,000 of City-sponsored term life insurance.

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

a. The City shall administer a Cafeteria Plan benefits program for employees consistent with Internal Revenue Code Section 125. 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 payday may continue elected coverage limited to the City's medical, dental, vision, disability and life insurance plans for up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, 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.

8.3 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, and vision 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~~ a non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If ~~the~~ an 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.

8.4 AMOUNT OF CONTRIBUTION

a. Account-Based Health Plan (ABHP)

An ABHP is an insurance plan option available to employees beginning during the 2013 open enrollment period and will become effective January 1, 2014.

(1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).

(2) To the extent that the premium for the HDHP is less than the City contributions outlined below, any remaining City contribution shall be credited to the employee's HSA, to the extent allowed by law. If the excess contribution exceeds the annual HSA amount allowed by law, the employee will receive cash payment for the difference.

(3) Career employees who enroll in an ABHP no later than December 31, 2013, shall have a Health Savings Account (HSA) credited with a one-time City contribution of $2,000 on or before January 31, 2014.

~~a. For full-time employees hired prior to April 13, 1996, enrolled in a City sponsored health plan for employee only, the City shall contribute as follows:~~

~~(1) Effective August 1, 2005, the City contribution shall be $460 per month.~~

~~(2) Effective January 1, 2006, the City contribution shall be $460 per month.~~

~~(3) Effective January 1, 2007, the City contribution shall be $440 per month.~~

~~(4) Effective January 1, 2008, the City contribution shall be $420 per month.~~

~~(5) Effective January 1, 2009, the City contribution shall be $300 per month or a contribution equal to the lowest cost City health and dental rate, whichever is greater.~~

b. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at an amount

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equal to 100% of the lowest cost City non-ABHP health plan plus the lowest cost dental plan available in plan year 2014. The fixed amount for employee only shall be $696 per month.

c. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent shall be fixed at an amount equal to $850 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus one dependent shall be $883 per month.

d. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus two or more dependents shall be fixed at an amount equal to $1200 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus two or more dependents shall be $1,243 per month.

e. All City contributions shall be fixed as of January 1, 2014.

~~(6) Effective January 1, 2010, the City contribution shall be $300 per month or a contribution equal to the lowest cost City health and dental rate, whichever is greater.~~

~~b. For full time employees hired on or after April 13, 1996, with less than five (5) years of City service enrolled in a City-sponsored health plan for employee only, effective August 1, 2005, the City contribution shall be $300 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.~~

~~c. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be as follows:~~

~~(1) Effective August 1, 2005, the City contribution shall be $600 per month.~~

~~(2) Effective January 1, 2006, the City contribution shall be $640 per month.~~

~~(3) Effective January 1, 2007, the City contribution shall be $680 per month.~~

~~(4) Effective January 1, 2008, the City contribution shall be $730 per month.~~

~~(5) Effective January 1, 2009, the City contribution shall be $750 per month.~~

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(6) Effective January 1, 2010, the City contribution shall be $800 per month.

d. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be as follows:

(1) Effective August 1, 2005, the City contribution shall be $790 per month.

(2) Effective January 1, 2006, the City contribution shall be $830 per month.

(3) Effective January 1, 2007, the City contribution shall be $880 per month.

(4) Effective January 1, 2008, the City contribution shall be $920 per month.

(5) Effective January 1, 2009, the City contribution shall be $1,000 per month

(6) Effective January 1, 2010, the City contribution shall be $1,125 per month.

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e.f. Part-time employees shall be prorated as indicated in 8.32(a).

8.5 COVERED DEPENDENTS

a. An employee who has established a domestic partnership consistent with Sacramento City Code Section 2.120.020 or is registered with the Secretary of State of the State of California, 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 as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall be as outlined in certificates of coverage and related insurance contracts. As of the date of this Agreement, that definition includes an adult child up to age 26, 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 grandchildren living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children, provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

8.6 CASH-BACK LIMITS

~~The cash back of City dollars from the IRS Section 125 Plan shall be limited to career employees as follows:~~

a. The cash-back for eligible employees who waive City-sponsored health insurance shall be $200 per month. The $200 per month shall remain in effect through the end of the contract. Part-time employees shall be pro-rated as indicated in 8.2(a).

b. Employees hired after October 15, 2013, shall not be eligible for cash-back.

c. Cash-back shall be available to employees who waive health insurance enrollment during the 2013 open enrollment period. The cash-back option shall be closed to any new enrollments for employees who waive health coverage after the 2013 open enrollment period.

d. Employees transferring to classifications in the Engineering Unit who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

~~a. Effective August 1, 2005, for full-time employees hired before April 13, 1996, who waive City-sponsored health ins.urance, the cash-back limit shall be $435 per month, and for employees hired on or after April 13, 1996 with less than five years of service, who waive City-sponsored health insurance, the cash-back shall be $300 per month.~~

~~b. Effective January 1, 2006, for full-time employees hired before April 13, 1996, who waive City-sponsored health insurance, the cash-back limit shall be $350 per month, and for employees hired on or after April 13, 1996 with less than five years of service, who waive City-sponsored health insurance, the cash-back shall be $300 per month.~~

~~c. Effective January 1, 2008, the cash back for employees who waive City-sponsored health insurance shall be limited to $200 per month.~~

~~d. Effective August 1, 2005, the cash-back for new hires who waive City-sponsored health insurance shall be limited to $200 per month.~~

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

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) program to employees as permitted by Internal Revenue Service Regulations. Items which may qualify include out-of-pocket costs for City-sponsored health and dental insurance premiums, unreimbursed health care expenses, and dependent care reimbursement.~~The City shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations~~:

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a. Out of pocket costs for City sponsored health and dental insurance premiums;

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

c. Dependent care reimbursement.

Administrative costs shall be paid by the employees participating in Sections 8.7(b) and (c).

8.8 RETIREES OR SURVIVOR/-DEPENDENTS' BENEFITS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

(1) Effective January 1, 2006, the maximum monthly City-paid health insurance contribution for eligible retiree shall be $250 per month for the retiree only and $300 per month for the retiree with dependents.

(2) Effective January 1, 2007, the maximum monthly City-paid health insurance contribution for eligible retiree shall be $275 per month for the retiree only and $325 per month for the retiree with dependents.

The City retiree insurance contribution for eligible retirees shall be $300 per month for the retiree only or $365 per month for the retiree with dependent(s).

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

b. Retiree Insurance Contributions for Employees Retiring on or After July 1, 1992

(1) Except as provided below, to be eligible for the City retiree insurance contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.

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(2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree~~health~~ insurance contribution ~~and dental benefit~~ effective with the date of retirement without regard to age.

(3) The City's retiree insurance contribution ~~for health insurance~~ shall be as follows:

(a) Employees with a minimum ten (10) full years of City service, but less than fifteen~~twenty~~ (15~~20~~) full years of City service shall be eligible to receive ~~a maximum of~~ fifty percent (50%) of the City's ~~maximum health~~retiree insurance contribution identified in subsection (a) above.

(b) Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service shall be eligible to receive seventy-five percent (75%) of the City's retiree~~maximum health~~ insurance contribution identified in subsection (a) above.

(c) Employees with a minimum of twenty (20) full years of City service shall be eligible ~~for up~~ to receive one hundred percent (100%) of the City's retiree~~maximum health~~ insurance contribution identified in subsection (a) above.

(4) There shall be no eligibility for the City's retiree~~health~~ insurance contribution ~~or dental benefit~~ if the employee elects to take a deferred retirement.

(5) There shall be no City retiree ~~paid health~~ insurance contribution ~~or dental benefit~~ for retirees with less than ten (10) full years of City ~~retirement~~ service.

c. Retiree Insurance Contributions for Persons in Deferred Retirement Status as of January 1, 1991, are as follows:

Employees who ~~have~~ elected a deferred retirement prior to January 1, 1991, and who ~~then elect to~~ retired on or after July 1, 1992, and before June 28, 2013, shall be eligible for the City's retiree~~health~~ insurance contribution ~~and dental benefit~~ as follows:

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(1) A retiree with at least ten (10) full years of City service, and who is at least fifty (50) years of age, shall be eligible for fifty percent (50%) of the City's retiree~~health~~ insurance contribution as identified in subsection (a) above.

(2) A retiree with twenty (20) full years or more of City service, and who is at least fifty (50) years of age, shall be eligible for one hundred

percent (100%) of the City's retiree~~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 Disability~~led~~ 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 retiree ~~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 ~~8.8~~ after the expiration of this Agreement.

h. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After June 30, 2013

No employee hired after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Engineering Unit after June 30, 2013, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer. An employee hired by the City prior to July 1, 2013, who is laid off and is recalled to the same classification in the Engineering Unit within five (5) years of layoff shall maintain eligibility for benefits under this Section.

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ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall consist of forty (40) working hours during the period beginning at 12:01 ~~AM~~ a.m. Saturday and ending at 12:00 ~~M~~midnight the following Friday. This paragraph shall not apply to non-career employees.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a flexible 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the WCE thirty (30) days in advance of implementation of the four (4) ten (10) workweek or 9-80 workweek schedule.

9.2 OVERTIME/COMPENSATING TIME OFF (CTO)

a. The City agrees it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of ~~eight (8) hours per day, forty (40) hours per week~~the employee's normal workday or workweek, or on a recognized holiday, such time shall be compensated as overtime.

b. Employees shall be entitled to overtime compensation or ~~compensating time off (~~CTO~~)~~ at the employer's option. Both the cash payment and the ~~compensating time off~~CTO shall be computed at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Any CTO must be approved by the employee's department head or his/her designee.

c. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

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 ~~c~~Citywide program.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

10.1 CONFERENCES AND SEMINARS

a. The City and the WCE agree that, subject to the approval of the department head or his/her designated representative, members of the Engineering Unit

may be assigned to attend conferences and seminars where such attendance is in the best interest of the City.

b. In addition to the provision of (a) above, subject to the approval of the department head, members will be permitted to attend conferences and seminars, with or without expenses, where such attendance is in the best interest of the City and the professional development of employees in the Unit.

c. Conference and seminar costs shall be administered under the Department of Finance Administration Policy concerning: Travel Requests and Expense Reimbursement.

10.2 PROFESSIONAL ENRICHMENT

~~a. Entitlement~~

~~The City and WCE are fully committed to professional development as a cornerstone of prudent policy and as the most desirable means to develop leadership and commitment to quality public service. In order to empower employees in the decisions as to the best methods of achieving professional development, the City and WCE agree to e~~Employees shall receive four hundred and eighty dollars ($480) on the second paycheck in March and four hundred and eighty dollars ($480) on the second paycheck in September for professional enrichment. Employees must be on the payroll for the full period in which the payment is made to receive this benefit. Payment shall be prorated based on FTE status.

~~b. the following professional development program~~:

~~It is agreed and understood that the professional development expenditure is not a substitute for the department training budget, and it is understood that the department training budget shall not be reduced solely because of the provisions herein.Upon verification of expenditure(s) for professional development, each represented employee shall be eligible for reimbursement for such expenses not to exceed $750.00 per fiscal year. Any portion of the $750.00 reimbursement not used during the fiscal year shall not be carried over to the following fiscal year.~~

~~c. Eligible Expenses~~

~~Professional development expenses for the purposes of this Section shall include:~~

~~(1) Tuition for engineering, landscape architecture, architecture, other technical, business and construction management courses, or seminars.~~

~~(2) Expenses for preparatory classes, examinations and fees related to obtaining or maintaining professional registration.~~

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~~(3) Membership dues for professional societies.~~

~~(4) Subscriptions for publications related to business, government and the profession.~~

~~(5) Scientific, technical, business, or government related texts and job-related computer hardware and software.~~

~~d. This provision shall expire on June 18, 2010.~~

10.3 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $750.00 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.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY

a. An employee who is required to remain on call for emergency work shall be paid $~~175~~210.00 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. Effective June 23, 2007, the stand-by rate will increase to $189.00 per week.~~

~~c. Effective June 20, 2009, the stand-by rate will increase to $210.00 per week.~~

~~d.~~b. If an employee is assigned to stand-by 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.

11.2 TEMPORARY WORK IN HIGHER CLASSIFICATION

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 percent (5%) of

the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step ~~3/A~~1~~, as applicable,~~ of the higher classification, whichever is greater, but not to exceed top step~~Step 10/E~~ of the higher classification.

11.3 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work any portion of their regular workshift 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 each ~~such~~ hour worked.

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

11.4 REQUIRED LICENSES

a. The City shall reimburse employees for the fee charged by the State of California to renew their professional registration. The reimbursement will apply only to those employees who are required to maintain the professional registration as a condition of their employment.

b. Verification of the renewal of the employee's professional registration is required in order to receive the reimbursement.

11.5 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.

11.6 TECHNOLOGY ALLOWANCE

a. In the event the appointing authority requires an employee to use a cellular phone to conduct City-related business, the employee will receive a monthly technology allowance of twenty-five dollars ($25) in lieu of using a City-provided cellular telephone.

a. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.

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b. Upon approval of the monthly technology allowance, the employee shall obtain, at his or her own expense and as a private individual, a personal cellular telephone and monthly cellular service contract that may be used to conduct City-related business. The employee shall publish and/or provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.

c. The employee shall be generally accessible via his or her cellular telephone to conduct City-related business.

ARTICLE 12 – LEAVES

12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

Unless provided otherwise in this Article, the accrual of all leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.

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12.2~~1~~ HOLIDAYS

a. The following shall be recognized holidays:

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

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. When one of these holidays falls on a Saturday, employees shall be given the preceding Friday off as holiday time. When one of the holidays falls on a Sunday, employees shall be given the following Monday off as holiday time.

d. Part-time career and non-career employees must work or be on authorized paid leave the scheduled shift before and after the holiday to be eligible for the holiday benefit.

e. A part-time career employee 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.

~~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 12.1(g), 12.2, and 12.3 below.~~

~~g.~~f. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee 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 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.

12.3~~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 ~~w~~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 partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. ~~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.

12.4~~3~~ SICK LEAVE

a. Accrual and Usage

(1) A full-time employee shall ~~accumulate~~ accrue sick leave credits at the rate of ~~one day~~eight (8) hours per month ~~(4 hours per bi-weekly pay period) of employment~~ which may be used ~~at the discretion of~~by 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; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. 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~~ may 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 (480 hours) accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

(3) ~~Notwithstanding the above,~~ A~~a~~n eligible employee~~, otherwise eligible,~~ may elect ~~not~~ to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than ~~January~~ December 1 of each year.

b. Sick Leave Cash-Out/Conversion To PERS Service Credit

(1) PERS

(a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be ~~Upon termination of any employee~~ eligible to cash out ~~accumulate~~ sick leave and/or convert sick leave to PERS service credit ~~credits, with more than twenty (20) years of City service, upon separation for reasons of retirement, resignation, layoff or death~~ as follows:

(i) ~~, such~~Eligible employees, ~~(~~or ~~those~~ persons entitled by law to the possession of the estate of a deceased employee~~,)~~ ~~shall~~ may 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~~ their retirement, resignation, layoff, or death~~.~~.

(ii) In the alternative, eligible employees ~~or to~~may convert any or all of their total sick leave credits accrued as of the date of their retirement~~, resignation, layoff or death~~ ~~apply the total sick leave balance to service credit~~ pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment for thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.~~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.~~

(b) ~~Employees~~ PERS members hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits~~.~~, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment for retirement.

(c) 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.

(2) SCERS

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Upon termination of any employee in the SCERS eligible to accumulate sick leave credits for reasons of retirement, resignation and/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 of service, shall be eligible for payment of any portion of accumulated sick leave credits.

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c. Reinstatement of Sick Leave After Return From Layoff

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

e. 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.

12.5~~4~~ PARENTAL LEAVE

~~a.~~ Pursuant to the City's Parental Leave Policy, full-time employees who have completed at least three (3) years of City service from the most recent date of hire are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160) hours] of continuous paid time off.~~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:~~

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~~(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 April 12, 1996 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after April 13, 1996 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~~5~~ CATASTROPHIC LEAVE PLAN

~~a.~~ Employees are entitled to catastrophic leave pursuant to the City's Catastrophic Leave Policy.~~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.~~

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~~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~~6~~ 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 year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

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

~~c.~~b. Use of personal leave shall not cause overtime.

~~d.~~c. Personal leave shall not accumulate from ~~fiscal~~ calendar year to ~~fiscal~~ calendar year and shall have no cash value. If an employee is unable to use all of the time by the end of the ~~fiscal~~ 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~~7~~ BEREAVEMENT LEAVE

An employee may receive up to ~~three~~ twenty-four (24~~3~~) ~~days~~ hours 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~~outlined in the Civil Service ~~Board~~ Rules ~~16, Sick Leave,~~ for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 13 – COURT DUTY

13.1 COURT DUTY

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, to serve on a jury, or to report for jury duty examination, he/she shall be granted pay for those hours which he/she 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 serve. 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 jury remuneration received, less transportation allowance, to the City.

b. 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 juror or appearance in court for that purpose, the date or dates of attendance, the time released from attendance and the compensation paid, exclusive of any transportation allowance.

ARTICLE 14 – LAYOFF

14.1 PURPOSE

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

14.2 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 (Step 10/E)~~step is greater than the top ~~rate of pay (Step 10/E)~~step 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 Rules, classification seniority shall be mutually established by the City and the WCE. For those classifications which have flexible staffing as defined in the Civil Service Rules 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: (1) classification seniority in any higher classifications, and (2) previous classification seniority in

the job classification or series for flexibly staffed classifications in which the employee is currently working, and (3) present time spent in the job classification or series for flexibly staffed classifications in which the employee is currently working.

(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.

(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, ~~provided~~ 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 re~~-~~employed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of ~~two~~ five (~~2~~5) consecutive years out of the City service or in excess of the time period set forth in subsection (d) below.

(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. Downgrades

A downgrade shall be defined as a change in job classification to which the top ~~rate of pay (Step 10/E)~~step is less than the top ~~rate of pay (Step 10/E)~~step 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. An employee who is downgraded 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.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Engineering Unit are as follows:

~~(1)~~ Associate Civil Engineer/
Assistant Civil Engineer/

(1) Junior Engineer

~~(2)~~ Associate Electrical Engineer
/Assistant Electrical Engineer

(2) /Junior Engineer

~~(3)~~ Associate Mechanical Engineer
/ Assistant Mechanical Engineer

(3) /Junior Engineer

(4) Fire Protection Engineer

~~(5)~~ Associate Architect
/Assistant Architect

(5) /Junior Architect

~~(6)~~ Associate Landscape Architect/
Landscape Assistant

(6) /Junior Landscape Assistant

~~(7)~~ Telecommunications Engineer III
/~~Telecommunications Engineer~~ II

(7) ~~Telecommunications Engineer~~ /I

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

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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.

14.3 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 the 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) All employees, whether provisional, probationary or permanent who have, within one year immediately prior to the layoff, received an aggregate of three (3) days or more of disciplinary demotion, or a disciplinary salary step reduction shall be laid off first. The remaining career employees shall be laid off in the following order.~~

~~(2)~~(1) Within each job classification~~ (and engineering discipline, if applicable)~~ and within 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.

~~(3)~~(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last ~~D~~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.

~~(4)~~(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the ~~D~~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 an 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.

~~(5)~~(4) An employee may accept layoff in lieu of the opportunity to downgrade by notifying ~~the Office of~~ Labor Relations within two (2) normal workdays of receiving notice of layoff. Where the 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.

~~(6)~~(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.

~~(7)~~(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.

c. 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~~in the City's payroll system, 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 the 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.

14.4 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 laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, 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 Division~~Benefits in the Department of Human Resources on the request of laid-off employees.

14.5 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 employees on the established layoff eligibility list based on classification 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 or probationary status was held at the time of layoff or downgrade. Provisional and 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 who have been downgraded and are subsequently recalled shall return to the salary step which he/she held prior to his/her displacement. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

c. Employees shall be entitled to recall rights for a period of ~~two~~ five (~~2~~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 ~~two~~ five (~~2~~5) year period ~~or the time period set forth in subsection (d) below~~ 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.

~~d. An employee may submit a written request that his/her recall rights be extended beyond the two (2) year limit. The request must be made by the affected employee and received by the City during the thirty (30) calendar day period prior to the expiration of said recall rights. Upon receipt of such request, the City will extend the recall rights for a period of one year. In the absence of such request, recall rights will automatically terminate. The employee may request up to three (3) extensions.~~

~~e.~~d. 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~~in the City's payroll system. 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 ten (10) calendar days to notify the City of his/her intent to return to work. The employee shall have twenty-one (21) days from the postmark of the certified letter to report to work with the twenty-one (21) days being inclusive of the ten (10) days.

~~f.~~e. If the employee fails to notify the City within ten (10) days or fails to report to work within the twenty-one (21) days, ~~which is inclusive of the ten (10) days,~~ the employee shall lose all recall rights.

14.6 GENERAL

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

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT

15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR

Upon approval of the appropriate supervisor, an employee who works on a jobsite where Cal-OSHA approved safety footwear is required to be worn as a condition of employment shall be eligible for reimbursement of up to $200 for the purchase or repair of approved safety footwear subject to the following conditions: (1) the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes or having existing footwear repaired; (2) the employee must submit a receipt to the supervisor to verify the cost and substantiate the reimbursement; (3) the employee shall be eligible for reimbursement under this section no more than once every 2 years.

15.2 SAFETY GLASSES

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a. When it is mandatory for employees to wear safety glasses, the City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses may wear the protective eye wear provided by the City, or the employee may choose to wear prescription safety glasses at their own expense.

b. The City agrees to reimburse employees up to a maximum of one hundred twenty-five dollars ($125) for the repair or replacement of prescription safety glasses purchased by the employee if the glasses are damaged or destroyed while the employee is actively at work, provided that the employee furnishes satisfactory proof to the City of such loss.

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

ARTICLE 16 – DISCIPLINE

16~~5~~.1 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 ~~Labor Relations~~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~~Such~~ letter of reprimand issued on or after October 27, 1990, will be withdrawn from an employee's official personnel file eighteen~~two~~ (18~~2~~) months~~years~~ from the date of issue provided there has not been additional formal discipline imposed during the ~~two-year~~eighteen-month period.

16~~5~~.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.

16.3 WITHDRAWAL OF APPEAL

An employee or union may withdraw an appeal of discipline at any time prior to a decision by an Administrative Law Judge or the Civil Service Board. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written

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request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee's mailing address as shown in the City's payroll system.

16.4 SUSPENSIONS AND PAY REDUCTIONS

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a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file, and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.

b. All discipline documents that are removed from the employee's personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.

ARTICLE 17~~6~~ – MISCELLANEOUS

17~~6~~.1 NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Engineering Unit covered by this Agreement may be warranted. Under such circumstances, the City shall prepare and submit to the WCE the proposed descriptions and proposed appropriate ~~rate~~ salary ranges for such job classifications as will have been determined to be within the Engineering 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 WCE, the fifteen (15) day period will be extended by an additional ten (10) days.

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

c. 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.

17~~6~~.2 PROHIBITION OF STRIKES

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

17~~6~~.3 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 reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

17~~6~~.4 REGIONAL TRANSIT MONTHLY PASS

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 a SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Department of Finance, Revenue ~~and Collections~~ 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 August 1, 2005, e~~Eligible full-time employees, as described above, who regularly utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible for monthly reimbursement up to eighty percent (80%) ~~percent~~ of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) ~~percent~~ monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue ~~and Collections~~ Division, by the fifth day of the month to obtain reimbursement. The amount of the monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

~~(1)~~ The City shall provide a ~~sixty~~ ninety dollar ($~~60~~90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a ~~forty~~ sixty dollar ($~~40~~60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

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~~(2) Effective June 23, 2007, the City shall provide a seventy dollar ($70) per month parking subsidy; eligible part-time career employees will receive a fifty dollar ($50) per month parking subsidy.~~

~~(3) Effective June 20, 2009, the City shall provide a ninety dollar ($90) per month parking subsidy; eligible part-time career employees will receive a sixty dollar ($60) per month parking subsidy.~~

17~~6~~.5 DISCOUNTED PARKING RATES

~~Effective May 1, 1996, d~~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 Streets, at seventy percent (70%) of the regular monthly ~~City Hall Parking~~Memorial Garage rate. This provision shall be inoperative at the sole discretion of the City at any time after June 20, 1997.

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17~~6~~.6 PROBATIONARY PERIOD

a. Probationary Period

The probationary period is an extension of and an integral part of the examination process. It shall be utilized for closely observing the employee's work, for securing the most effective assimilation of a new employee, and for determining if performance meets the required standards of the job.

(1) The probationary period for all employees in this unit shall be twelve (12) months in duration.

(2) An employee may be released, without right of appeal, during the probationary period. Written notice of the release shall be furnished the probationer.

b. Performance Evaluations

(1) At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for all career and non-career employees, including those at the top salary step.

(2) Should review of the existing performance evaluation system be requested by either party, upon mutual agreement the parties shall meet to discuss the performance evaluation system.

17~~6~~.7 TRIAL PERIOD

a. An employee appointed to a career classification as a non-career employee shall serve a trial period.

b. The trial period for the non-career employee appointed to a career classification shall be equivalent in length of time to the probationary period for that classification beginning with the first day the employee reports to work.

c. A non-career employee may be released from his or 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.

17~~6~~.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, CTO, or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

(3) A repayment schedule through payroll deduction; and/or

(4) Other means, as may be mutually agreed between the parties.

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

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two 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.

17~~6~~.9 NON-DISCRIMINATION

a. The City and the WCE agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, political affiliation, WCE membership or activity, or handicap.

b. Nothing in this Section shall be construed to extend benefits to any person.

17~~6~~.10 PERS RETIREMENT PLAN~~ AND CONTRIBUTION~~

a. Member Contribution to PERS Retirement Plan – Classic Members

~~Miscellaneous employees who are covered by the following Public Employees Retirement System (PERS) plan will have the following benefits:~~Effective June 29, 2013, "classic members" as defined by PERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan. Classic members shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

b. Member Contribution to PERS Retirement Plan – New Members

"New members" as defined by Public Employees' Pension Reform Act (PEPRA) shall be members in the PERS on terms consistent with the PEPRA. New members shall qualify for the 2% at 62 benefit formula, shall contribute fifty percent (50%) of the total normal cost as required by PEPRA, and retirement shall be based upon the highest thirty-six (36) consecutive months of compensation.

~~(1) Modified 2% at age 55~~
~~(2) One year highest compensation~~
~~(3) 2% COLA~~
~~(4) 25% survivor continuation~~
~~(5) 50% industrial disability~~
~~(6) Military service credit~~

~~b. 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.~~

~~176.11 ROTATIONAL PROGRAM~~

~~The City and the WCE agree to establish a joint committee. The purpose and goal of the committee will be to evaluate the establishment of a rotational assignment program for employees in the classifications of Assistant and Associate Engineer, and Assistant and Associate Architect. If the parties are unable to reach agreement on a mutually acceptable rotational program, the status quo assignment program shall continue and the Impasse Procedure in the City's Employer-Employee Relations Policy shall not apply.~~

17~~6~~.11~~2~~ TELECOMMUTING PROGRAM

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

a. The City will decide the classifications and positions which are feasible for a telecommuting program. The WCE may recommend classifications and positions for inclusion in telecommuting.

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b. The WCE 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 telecommuting arrangement.

c. A telecommuting 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 telecommuting 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.

17~~6~~.12~~3~~ MODIFIED/ALTERNATIVE DUTY POLICY

The ~~parties agree to a~~ City's Modified/Alternative Duty Policy shall be applicable to eligible 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.~~

17.13 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.

17~~6~~.14 TERM

a. This Agreement shall remain in full force and effect from June~~October~~ 29, 2013~~05~~, to and including June 26~~18~~, 2015~~0~~.

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

~~b.~~c. The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect during the term of this Agreement.

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DATED: October 15, 2013

WESTERN COUNCIL OF ENGINEERS	CITY OF SACRAMENTO
BY:_____	_____
Nancy E. Watson Executive Director	Geri Hamby Director of Human Resources
_____	_____
Kirk Thompson Negotiating Committee Member	Mark Gregersen Chief Negotiator
_____	_____
David Morgan Negotiating Committee Member	LaToya Jackson Labor Relations Analyst
_____	
Anis Ghobril Negotiating Committee Member	

Exhibit A – Continuing Letter of Understanding

OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

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

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

June 17, 2009
(REVISED)

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

Re: Agreement Regarding City's Efforts to Provide Adequate Work

Dear Ms. Watson:

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

The City agrees during the current economic downturn and layoffs, it will take reasonable measures to preserve the jobs of career employees including the following:

a) application of federal stimulus funds for projects which have a direct impact on career employees;

b) promote cooperation and coordination among departments so that one department might use the employee resources of another department rather than contracting out work; and,

c) WCE employees impacted by layoffs may apply for limited term and/or temporary work. The selection and hiring process will be consistent with prevailing rules, regulations and the Civil Service Board. Acceptance of limited term and/or temporary work will not impact an employees' recall rights or responsibilities. On a quarterly basis, the City shall provide to WCE a list of anticipated and existing outside contracts/consultants which perform the

same and/or similar work performed by WCE members. The list will include contracts/consultants with the Departments of Transportation, General Services, Community Development, Parks and Recreation, and Utilities.

d) Upon request by either party, the parties will meet no later than twenty (20) business days following the issuing of the list to discuss the impact of the anticipated and existing contracts/consultants. The discussion will include possible solutions to facilitate the reinstatement of employees impacted by layoff.

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

Sincerely,

VeRonica Busby
Labor Relations Officer

AGREED TO:

Nancy Watson, Executive Director
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineers