Meeting Date: **11/13/2014**

Report Type: Consent

Report ID: 2014-00831

City of SACRAMENTO **06**

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

Title: Labor Agreement: Plumbers and Pipefitters, Local 447 Memorandum of Understanding (Reviewed 11/06/2014)

Location: Citywide

Recommendation: Pass a Resolution 1) approving the Memorandum of Understanding between the Plumbers and Pipefitters, Local 447 and the City of Sacramento; 2) authorizing the City Manager or designee to establish Retiree Health Savings Accounts for Local 447 employees; and 3) approving the Declaration of Trust designating the City of Sacramento as the Trustee.

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

Presenter: None

Department: Human Resources

Division: Labor Relations

Dept ID: 08001511

Attachments:

1-Description/Analysis

2-Attachment 1 - MOU Local 447 Redline

3-Resolution

4-Exhibit A - MOU Local 447 Final

City Attorney Review

Approved as to Form
Sandra Talbott
10/29/2014 3:52:44 PM

Approvals/Acknowledgements

Department Director or Designee: Geri Hamby - 10/17/2014 10:23:12 AM

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Description/Analysis

Issue Detail: The 2012-2016 labor agreement between the City of Sacramento and the Plumbers and Pipefitters, Local 447 expires on June 24, 2016. The City and Local 447 reopened bargaining on August 19, 2014, and negotiated an agreement which includes the following new, major contract terms:

- Create a fifteen (15) step salary schedule for employees hired after November 13, 2014, with 2 1/2% between such steps.
- Increase salary ranges in terms of bi-weekly rates by 3% effective December 27, 2014, 3% effective June 27, 2015, and 3% effective June 25, 2016.
- Classic employees to pay 6% of salary to the Public Employees' Retirement System (PERS) plan effective December 27, 2014. Classic employees to pay 8% of salary to the PERS plan effective June 27, 2015. (Classic Members)
- Eliminate post-employment health contribution for new employees.
- Eliminate cash-back for new enrollees effective December 1, 2014.
- Allow retirees purchase their own plan on Covered California and provide them with the City contribution.
- Limit employee's compensation to 100% while on workers' compensation temporary disability, instead of the current 166%.
- Exclude sick leave as time worked for overtime calculations.
- Eliminate the $15 co-pay health plans effective plan year 2016.
- Establish a Retiree Health Savings Account (RHSA) and employees to contribute $10 per pay period to the RHSA on a pre-tax basis. Employee contributions will be mandatory; however, currently there shall be no City contributions. The City will serve as the Trustee of the plans, which will hold the assets and income of the plans for the exclusive benefit of plan participants, their spouses, and dependents.
- Delete Article 8.2(a) (Advancement in Steps Suspended) and Article 16.15 (Parity/"Me too" Clause).
- Establish a contract expiration date of June 23, 2017.

The City and Local 447 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 new terms between the City and Local 447 for the current MOU expiring on June 24, 2016. It will generate long-term savings for the City as a result of Local #447 members agreeing to: (a) pay a higher percentage of their salary to retirement; (b) eliminate cash back and retiree/survivor benefits for new employees; and (c) implementation of fifteen (15) step salary schedule for new employees instead of the current eight (8) step system. Approval will allow the City to create the plan agreements with ICMA-RC to establish the RHSA and approve the Declaration of Trust.

Financial Considerations: The FY2014/15 estimated cost of this contract is approximately $103,868 with an estimated three-year cost of $941,956. The annual ongoing cost of the contract which is set to expire on June 23, 2017, is approximately $876,000.

Local Business Enterprise (LBE): Not applicable

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City of SACRAMENTO

and

Plumbers and Pipefitters, Local 447

Labor Agreement

Covering Employees In The Water and Sewer Unit

~~2012-2014~~2014-2017

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PREAMBLE

THIS AGREEMENT, hereinafter referred to as the Agreement, entered into by the City of Sacramento, hereinafter referred to as the City, and PLUMBERS AND PIPEFITTERS LOCAL #447, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The City hereby confirms its prior certification of the Union as the recognized employee organization for the employees in the Water and Sewer Unit, as defined in the City's Employer-Employee Relations Policy. The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as provided under the City's Employer-Employee Relations Policy and authorized by law.

The Water and Sewer Unit as currently defined in the City's Employer-Employee Relations Policy includes the following classifications:

Assistant Water Cross-Connection Control Specialist
Utilities Locater
Utilities Operations and Maintenance ~~Field Services~~ Leadworker
Utilities Operations and Maintenance ~~Field Services~~ Serviceworker
Utilities Operations and Maintenance ~~Field Services~~ Serviceworker (Apprentice)
Utilities Operations and Maintenance Specialist
Water Cross-Connection Control Specialist

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

ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes all other Agreements and supplements and represents the sole agreement between the parties.

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

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

In accordance with applicable laws, regulations, and the provisions of this Agreement, the City retains the sole and exclusive rights and responsibilities, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees; (d) to discipline employees; (e) to dismiss employees because of lack of work or for other reasonable and just cause; (f) to determine the mission of the Division and Department, its budget, its organization, the number of employees, and the number, types, classification and grades of positions or employees assigned to an organization unit, work project, or tour of duty, and the methods and technology of performing its work; (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

In addition to continuing existing payroll deductions under 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 Union for (a) the normal and regular monthly Union membership dues, and (b) monthly insurance premiums for plans sponsored by the Union and open to all its members.

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

a. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City.

b. Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources of the said authorization form duly completed and executed by the employee and the Union.

c. Any changes, additions, and/or deletions of any payroll deductions or any deductions for employees shall be made only upon submission to the Benefits Section, Department of Human Resources on or before the fifteenth (15th) day of the month preceding the month for which such changes, additions and/or deletions are to be executed on the form designated by the City and duly completed by the Treasurer of the Union or his/her designated agent.

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

e. The City will remit to the Union a check for all of the deductions.

4.2 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 will be a member of the Union or pay an agency shop fee to the Union in an amount determined as set forth in Section 4 below.

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

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

b. Service Fee

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

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

c. Religious Objection

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

March of Dimes
United Way
Firefighter Burn Institute

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

d. Disclosure and Reporting

The Union will keep an adequate itemized record of its financial transactions and will 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 of corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, will instead provide the City with a copy of such financial reports.

e. Hold Harmless

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

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages, or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement will 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 will 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 will be forthwith deemed amended to comply with the change of decision in question.

g. Discipline Procedure

No employee will be terminated under this Section unless:

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

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

> "The Union certifies that (employee's name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Section 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 will be terminated under this Section.

h. Duty of Fair Representation

The Union will accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation will 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 Section will have all rights specified in Government Code Section 3502.5(b).

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the Union 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. 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.

b. The purposes of this procedure are:

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

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

5.2 DEFINITIONS

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

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

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

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

5.3 STEP ONE

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

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

b. The remedy or correction requested by 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 Division Head.

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

5.4 STEP TWO

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

5.5 STEP THREE

The Union's representative and the designated representative of the City will meet to hear grievance appealed to the third step. Grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

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

5.6 ARBITRATION

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

b. An arbitrator may be selected by mutual agreement between the Union 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 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 Union and employee.

e. The fees of the arbitrator and the court reporter if used will be borne by the losing party.

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 time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. A Shop Steward or a Union representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.7 WITNESSES

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

ARTICLE 6 – SALARY ADJUSTMENTS

~~Unless provided otherwise in this Agreement, there are no salary adjustments during the term of this Agreement.~~

6.1 SALARY RANGE

a. A 15-step salary system will be implemented as outlined in (b) and (c), below, concurrent with the implementation of a 15-step salary system for all Local 39 bargaining units.

b. Employees with an original hire date prior to November 15, 2014, and for the remainder of their continuous employment with the City, shall remain on an eight (8) step salary schedule with five percent (5%) between steps.

c. Employees with an original hire on or after November 15, 2014, and for the remainder of their continuous employment with the City, shall have a fifteen (15) step salary schedule consisting of two and one-half percent (2-1/2%) between steps.

d. Both salary schedules shall have the same top step.

6.2 SALARIES

a. Effective December 27, 2014, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%).

b. Effective June 27, 2015, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%).

c. Effective June 25, 2016, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%).

ARTICLE 7 – WATER AND SEWER INCENTIVE PROGRAM

7.1 CRANE/BACKHOE CERTIFICATION

Serviceworkers will receive five percent (5%) incentive pay when operating a crane that requires certification from the State of California, or when operating a backhoe.

ARTICLE 8 – SALARY ADMINISTRATION

8.1 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.

8.2 ADVANCEMENT IN RATE OF COMPENSATION

~~a. Advancement in Steps Suspended~~

~~Effective August 2010, the salary range step increases referred to below shall be suspended. Effective the pay period that includes July 1, 2013, salary step increases shall resume. There shall be no retroactive advancement in steps.~~

~~b.~~a. Advancement in Steps

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

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

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

(4) This Section shall not apply to non-career employees.

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

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

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

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

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

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

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

because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

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

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

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

8.3 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.

8.4 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.

8.5 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. Employees recalled, reinstated or reemployed shall maintain the salary range based on their original date of hire, and the period of time separated from City service shall not be included in the calculation of the anniversary date for future in-grade salary adjustments.

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.

8.6 RATES HIGHER THAN STEP TOP STEP (Y-RATE)

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

8.7 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in Section 108 of the City Charter. The amount to be paid annually on the second check in July 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).

~~a. Employee Eligibility~~

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

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

~~(2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds six (6) months in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.~~

~~(3) Time taken off without pay, aggregating six (6) or fewer months in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds six (6) months in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.~~

~~(4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.~~

~~(5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.~~

~~(6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.~~

~~b. Payment After Eligibility~~

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

~~(1) When authorized leave of absence or time off aggregating six (6) or more months is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.~~

~~(2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the pro rata portion of longevity pay from the date of return.~~

~~(3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.~~

~~(4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.~~

~~(5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.~~

ARTICLE 9 – HEALTH AND WELFARE

9.1 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.

b. The City will provide one-half (1/2) of the appropriate health and welfare contribution on each of the first two (2) paydays in a calendar month. Eligible employees shall receive the City contribution for each pay period in which the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period may continue elected coverage limited to the City's medical, dental, 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.

9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, 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 budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the health and welfare contribution for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive benefits under this Section.

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

9.3 AMOUNT OF CONTRIBUTION

~~Unless provided otherwise in this Agreement, the City contribution shall be:~~

a. Employees Enrolled in an Account-Based Health Plan (ABHP)

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

(2) To the extent the premium for the ABHP is less than the City contributions outlined in (b), below, the employee may elect to either have the excess credited to his/her HSA to the extent allowed by law, or to receive the balance in cash.

(3) Career employees who enroll for the first time in an ABHP no later than December 31, 2014, shall have an HSA credited with a one-time City contribution of $2,000 on or before January 31, 2015. This provision applies to employees who have never received the City contribution of $2,000.

b. Employees Not Enrolled in an ABHP

(1) Employee Only

(a) For full-time employees enrolled in a City sponsored health plan for employee only, the City ~~shall~~ contribution~~e~~ shall be $~~520~~ 696 per month.

~~a.~~(b) Effective January 1, 2015, for full-time employees enrolled in a City-sponsored health plan for employee only, the City contribution shall be $721 per month.

(2) Employee Plus One Dependent

~~b.~~ For ~~a~~ full-time employees enrolled in a City-sponsored health plan for employee plus one (1) dependent, the City contribution shall be $~~850~~ 883 per month.

(3) Employee Plus Two or More Dependents

~~c.~~ For ~~a~~ full-time employees enrolled in a City-sponsored health plan for employee plus two (2) dependents, the City contribution shall be $~~1200~~ 1243 per month.

~~a.~~c. Part-time employees shall be prorated as indicated in 9.2(a).

9.4 COVERED DEPENDENTS

a. An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA), as it may be amended. 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, dependent child is defined under the PPACA and certificates of coverage as an adult child up to age 26, grandchild living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

9.5 CASH-BACK LIMITS

a. The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 9.2(a).

b. New employees or employees who are not receiving the cash-back prior to December 1, 2014, shall not be eligible for the cash-back option.

c. Employees transferring to classifications covered by this Agreement 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.

9.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in Section 9.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $40,000 City-sponsored term life insurance.

9.7 FLEXIBLE SPENDING ACCOUNTS

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

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

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

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

~~e.~~ The City shall provide a summary of IRS rules on flexible spending limits during each open enrollment to employees.

9.8 RETIREE HEALTH SAVINGS ACCOUNT

The City shall establish a Retiree Health Savings Account (RHSA) no later than September 1, 2015, and employees shall contribute ten dollars ($10) per pay period. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan shall allow both City contributions as well as mandatory pre-tax employee contributions; however, there shall be no City contributions to the RHSA.

9.9~~8~~ RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

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

b. Employees Retiring on or After July 1, 1992

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

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

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

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

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

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

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

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

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

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

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

(2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.

(3) Retirees must be at least 50 years of age.

(4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Pre-Medicare Eligible Retirees

Retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored health plan or purchase an individual plan. A retiree who elects to purchase a health plan not sponsored by the City shall be eligible to reenroll in a City-sponsored health plan within two (2) years of waiving City coverage.

e. Medicare Eligible Retirees

Upon achieving eligibility for Medicare benefits, retirees and their dependent(s) shall not be allowed to participate in any City-sponsored health plan.

f. Retiree Insurance Contribution Exclusion

Retirees who participate in another group health plan as an employee or dependent spouse shall not be eligible for the City contribution outlined above.

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

~~e.~~h. 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.~~i. Limitation Clause

No employee or retiree shall have any rights provided by this Section 9.8 after the expiration of this Agreement.

j. Elimination of Retiree or Survivors Dependents Benefits for Employees Hired After November 15, 2014

No employee hired after November 15, 2014, shall be eligible for any of the benefits provided in Section 9.8. Employees transferring to classifications covered by this Agreement after November 15, 2014, 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.

ARTICLE 10 – LEAVES

10.1 RECOGNIZED HOLIDAYS

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

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

b. Eligibility

(1) To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or 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.

(2) 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.

c. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.

d. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

e. If the holiday falls upon such employee's vacation, the employee shall receive an additional vacation day off with pay.

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 10.1(g), 10.2, and 10.3 below.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee hired on or before October 27, 1995, shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in

a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the accrual of floating holiday credit for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not accrue floating holiday credit.

(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.

h. Holiday Credit Accumulation

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

10.2 VACATION ADMINISTRATION

a. Vacation Leave Accrual

(1) Employees earning eighty (80) hours each year shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees earning one hundred twenty (120) hours each year shall accrue five (5) hours each pay period.

(3) Employees earning one hundred sixty (160) hours each year shall accrue six (6) hours, forty (40) minutes each pay period.

~~(3)~~(4) The City and the Union will create a committee to meet and confer, beginning no later than December 31, 2015, to create an annual leave program to replace current accrued leave, excluding CTO.

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. ~~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~~any accrued ~~and vested~~leave with the exception as noted in 10.3, Sick Leave.

c. Vacation Scheduling for Career Employees

The time at which the employee shall be granted a vacation is at the approval of the Department Head in accordance with a policy and procedure developed by the Department. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule the Department shall open to bid vacation scheduling during the month of November each year. The department shall determine the number of days/hours bid on each rotation. Classification seniority shall govern where more than one (1) employee bids for the same period in the same round. In case of a tie related to classification seniority, the employee with the greatest amount of continuous City service shall be senior.

d. Vacation Scheduling for Non-Career Employees

Non-career employees shall be eligible to request vacation after career employees have done so. Non-career employees shall bid for vacation on the basis of seniority in the same manner as set forth above.

10.3 SICK LEAVE

a. Accrual and Usage

(1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of

employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related.~~; however, i~~In accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the employee's 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 employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than ~~September~~ 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, ~~Upon termination of any employee eligible to accumulate sick leave credits,~~ 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 upon separation as follows:~~for reasons of retirement, resignation, layoff, or death,~~

(i) ~~such~~ Eligible employees (or those 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 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 ~~or to 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 equal to thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.

(b) ~~All other eligible employees may apply the sick leave balance to service credit pursuant to PERS contract with the City upon termination of employment for retirement. Employees~~PERS members hired on or after January 1, 2005, shall not be eligible for sick leave cash-out, regardless of years of service, 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. ~~Employees hired on or after January 1, 2005, shall not be eligible for sick leave cash-out, regardless of years of service.~~

(2) SCERS

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

c. Reinstatement of Sick Leave After Return From Layoff

Any employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her

accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

d. 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.

10.4 PARENTAL LEAVE

a. Effective June 27, 1992, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before October 27, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after October 28, 1995 must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.

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

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

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6)

months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.

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

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

10.5 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or CTO hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

b. All donations shall be made and accepted in writing using City-provided forms.

c. The donation in any category must be a minimum of eight (8) hours of usable time.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire Suppression (40 hours) schedule shall be adjusted by a factor of 1.4 to 1.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. 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.

g. 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.

h. 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.

i. 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.

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

10.6 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, or to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so he/she will be excused from the shift. If the employee is in court or on jury duty less than one-half of the shift, the employee will be required to work.

c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, he/she will be required to use vacation or other leave accruals to cover the shift.

d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance, and the compensation paid exclusive of any transportation and subsistence allowance.

e. When a non-career employee is regularly scheduled to work and is ordered to report to testify or for jury duty said employee shall be entitled to court leave benefits in accord with the above-stated procedure.

10.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

10.8 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 authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY ASSIGNMENTS

a. Employees required to be on standby assignment for emergency work shall be paid at the rate of $210 per week or the daily pro rata rate.

b. An employee who has completed his/her regular shift and has left the premises and is called back to work from his/her home shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half~~.~~ if the call back results in the employee working in excess of forty (40) in that work week. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

c. Employees who are on standby assignment on Christmas Day, New Year's Day, Thanksgiving Day and July 4, holidays, shall receive eight (8) hours holiday credit.

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

e. Standby assignments will be staffed first from a voluntary sign-up. If there are no Utilities Operations and Maintenance~~Field Services~~ Serviceworkers or Utilities Operations and Maintenance~~Field Services~~ Leadworkers who volunteer for standby within a Section of the Field Services Division, all Utilities Operations and Maintenance~~Field Services~~ Serviceworkers and Utilities Operations and Maintenance~~Field Services~~ Leadworkers within the Section where there are no volunteers shall be assigned standby on a rotational basis, in order of Unit seniority, beginning with the Utilities Operations and Maintenance~~Field Services~~ Serviceworker or Utilities Operations and Maintenance~~Field Services~~ Leadworker with the least Unit seniority who has passed probation as a Utilities Operations and Maintenance~~Field Services~~ Serviceworker. The rotational standby assignments shall continue until such time as there again are volunteers within the affected Section.

11.2 TEMPORARY WORK IN A HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those cases where, in the judgment of the Department Head, or his/her designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to a higher classification shall be compensated for the duration of the out-of-classification assignment, by the payment of five percent (5%) of the regular salary he/she received prior to the out-of-classification assignment for the duration of the higher class assignment.

Temporary assignments to a higher classification shall be made from the current eligible list for the higher classification. If no list is established, the Department Head, or his/her designee, may fill the temporary assignment with an available qualified employee based on: (1) relative experience and capability in performing the required job function, and (2) taking into consideration the relative disruptive effect on the departmental operations and established work schedule.

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

11.3 SHIFT DIFFERENTIAL

a. Employees who work five-eighths (5/8) or more of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall receive for the entire shift a night-shift differential of five percent (5%) in addition to their regular wage. Employees who work less than five-eighths (5/8) of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m. shall receive for those hours worked (to the nearest one-half hour) within this period, a night-shift differential of five percent (5%) in addition to their regular wage.

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

11.4 TUITION REIMBURSEMENT

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

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

ARTICLE 12 – WORKWEEK/OVERTIME

12.1 WORKWEEK/OVERTIME

a. Workweek

(1) The normal workweek for employees covered by this Agreement shall be Monday through Friday consisting of forty (40) working hours. With mutual agreement, the City may schedule weekend work. The City shall be limited to commencing workday start times as follows: a) 7:00 a.m. to 8:00 a.m., b) 3:30 p.m. to 4:30 p.m., and c) 12 midnight to 1:00 a.m. By mutual agreement with the Union, the City may deviate from the listed start time ranges. This paragraph does not apply to non-career employees.

(2) Shift work will be staffed first from a voluntary sign-up of qualified employees by classification. If all of the volunteers are qualified, the selection to the shift work shall be by greatest classification seniority. If there are not sufficient qualified employees who volunteer, the least senior qualified employee by classification shall be assigned to shift work. The Division Manager or designee shall determine whether an employee is qualified under this paragraph.

(3) Employees shall be allowed an unpaid one-half (1/2) hour lunch period.

(4) Employees shall be given at least five (5) workdays' notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new work schedule. This paragraph does not apply to non-career employees.

(5) Employees shall be assigned to the same shift for five (5) consecutive days. This paragraph does not apply to non-career employees.

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

b. Swing Shift

(1) The scheduled start time for an employee assigned to work swing shift shall be 3:30 p.m. and the scheduled end time for the swing shift shall be 12:00 a.m.

(2) Employees in the Utilities Operations and Maintenance~~Field Services~~ Serviceworker classification must successfully complete his/her probationary period to be eligible for the swing shift assignment.

(3) Employees on probation as a Utilities Operations and Maintenance~~Field Services~~ Leadworker can apply for swing shift assignment while on probation only with the approval of the Superintendent or designee.

(4) There shall be no rotation of employees assigned to swing shift.

(5) Employees shall be provided a minimum of a thirty (30) calendar day notice when moving from the day shift to the swing shift.

c. Weekend Schedule – Trial Period

If the City creates new or additional positions in the Utilities Operations and Maintenance Specialist classification, the parties agree to meet and confer regarding the creation of a weekend work schedule for that classification no later than December 31, 2015. Status quo shall prevail for the duration of this Agreement unless the parties are able to reach an agreement regarding the creation of the weekend work schedule.

~~c.~~d. Overtime/Compensating Time Off (CTO)

(1) ~~When an e~~Employees ~~is~~ required to work in excess of ~~a normal workday, or on scheduled days off~~forty (40) hours in a single workweek, or on a recognized holiday, ~~such work time~~ shall be compensated at one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

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

(3) Employees may accrue up to one hundred and twenty (120) hours of CTO. In the event of an emergency declared by the City Manager, the one hundred and twenty (120) hour maximum may be extended up to forty (40) hours. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

~~d.~~e. Lunch Break Overtime

When an employee is assigned by his/her supervisor to remain on duty through his/her lunch break he/she shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay providing the employee is required to work in excess of a normal workday. A lunch period is not work time if an employee is completely free from duties during the lunch break.

12.2 PREMIUM PAY CALCULATION

The annual hourly factor used to calculate the hourly rate for premium pay will be 2,080 hours. This hourly rate is to be used to determine the following premium pay benefits:

Overtime Pay
Out-of-Classification Pay
Sick Leave Incentive Payouts
Vacation Sell-Back
Night-Shift Premium Pay

12.3 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 13 – SAFETY SHOES, SAFETY GLASSES, AND UNIFORMS

13.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of $200 per pair, or up to a maximum of $250 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

b. The City maintains the right to specify the type of required safety shoe.

13.2 SAFETY GLASSES

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

b. Employees are free to purchase non-prescription or prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of $150 per pair of glasses.

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

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

13.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

13.4 SAFETY JACKETS

a. The City will provide one (1) ANSI Class 2 “Thinline” safety jacket for each employee.

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

13.5 UNIFORMS

a. All employees covered by this Agreement and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

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

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

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 or lack of budgeted funds.

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. For classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary

appointment to the lowest classification in the classification series.

(2) Unit Seniority: Unit seniority shall be defined as the effective date of probationary appointment to the employee's first full-time career position in a job classification contained within the Water and Sewer Representation Unit.

(3) City Service Seniority: City service seniority shall be defined as the effective date of probationary appointment to the employee's first permanent career position.

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

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

(a) Resignation.

(b) Discharge.

(c) Retirement.

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

(e) Failure to comply, report, or respond to a recall notice within seventeen (17) calendar days from the date of postmark on the recall notice.

c. Downgrade: A downgrade shall be defined as a change in job classification within a regression ladder to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. The regression ladder for the Water and Sewer Unit is set forth below:

(1) Utilities ~~Field Services~~Operations and Maintenance Leadworker
Utilities ~~Field Services~~ Operations and Maintenance Serviceworker
Utilities Field Services Serviceworker (Apprentice)

(2) Water Cross-Connection Control Specialist
Utilities ~~Field Services~~ Operations and Maintenance Leadworker
Assistant Water Cross-Connection Control Specialist
Utilities ~~Field Services~~ Operations and Maintenance Serviceworker

(3) Utilities Operations and Maintenance Leadworker
Utilities Operations and Maintenance Specialist
Utilities Operations and Maintenance Serviceworker

(4) Utilities Operations and Maintenance Leadworker

Utilities Locater
Utilities Operations and Maintenance Serviceworker

d. Permanent Status: For the purposes of this layoff procedure permanent status is attained in a job classification when an employee has successfully completed the probationary period in that job classification.

14.3 PROCEDURE

a. Within each job classification in each department in which a layoff occurs, employees shall be laid off in the order of their classification seniority, beginning with the employee with the least classification seniority.

b. Any probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last job classification in which the employee holds permanent status. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Rules. 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.

c. Any permanent employee who is to be laid off or displaced shall have the right to downgrade, in descending order, to job classifications within his/her regression ladder, provided that the employee can displace an employee in the lower classification. If there are any probationary employees in the lower job classification, the probationary employee with the least Unit seniority shall be displaced first. If there are no probationary employees in the lower job classification, the permanent employee with the least Unit seniority shall be displaced, provided that the downgrading employee has greater Unit seniority. If the permanent employee is unable to downgrade to any job classification within his/her regression ladder, such employee shall be laid off.

d. An employee may accept a layoff in lieu of a downgrade under Section 14.3(c) of this Article, by written notification to Labor Relations within 72 hours 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.

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

14.4 NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail, a notice to all affected employee(s). Such notice shall be postmarked at least seventeen (17) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees.

14.5 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid the top step rate of the lower job classification. Upon subsequent recall through a regression ladder, the employee shall be restored to his/her original pay rate step in the classification in which permanent status is held. The anniversary date for such recalled employee for future in-grade salary adjustments shall be the date of recall to the permanent job classification.

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

14.6 FRINGE BENEFITS

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

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage 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 total premium for the cost of such coverage, at the time of layoff.

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

14.7 RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of 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 seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent

status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of one year from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall serve a probationary period in any job classification to which the employee is recalled after the five (5) year period. If the employee fails the probationary period, he/she shall gain permanent status for purposes of layoff in the classification immediately preceding the serving of the probationary period.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid-off/ downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have seventeen (17) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within seventeen (17) calendar days, he/she will lose all recall rights. An employee who has been laid off shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 14.2(b)(2) of this Article.

d. If limited-term/seasonal vacancies occur in a job classification while permanent employees are laid off or downgraded, the City shall utilize the existing recall list for that job classification to fill such limited-term/seasonal vacancies; provided if an employee either accepts or refuses recall to a limited-term/seasonal vacancy it shall have no effect on said recall rights to a permanent vacancy. If all employees refuse recall to a limited-term/seasonal vacancy, the City shall have the right to fill said limited-term/seasonal vacancies in accordance with applicable rules. Further, the City agrees that subsidized employees (CETA, etc.) cannot work in a job classification so long as any employee has recall rights to that job classification; nor shall any limited-term/seasonal employees be hired at other than the entry-level position while a permanent employee is laid off or downgraded from that job classification.

14.8 ALTERNATIVE LAYOFF REOPENER

a. The City and the Union agree that discrimination in employment due to race or sex is a subject of major mutual concern.

b. The parties will study possible different layoff procedures as a substitute for the seniority system set forth in this Agreement. The parties will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the Unit.

c. The parties may reopen this Agreement for the purpose of negotiating a change to the seniority system. Either party may refuse to reopen this Agreement if the other party requests to reopen. Furthermore, if both parties agree to reopen but fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE 15 – TRANSPORTATION

15.1 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

b. Other Bus Transportation

Eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed $120.

15.2 DRIVER LICENSE REQUIREMENTS

a. As a condition of continued employment, each employee hired prior to July 13, 1991, shall possess a valid commercial California driver license and endorsements as follows:

Classification	Required License	Endorsements

Utilities Operations and Maintenance~~Field Services~~ Leadworker B(1)(2):MSA; Tank Vehicle*

A(1)(2):MSA

Utilities Operations and Maintenance~~Field Services~~ Serviceworker B(1)(2):MSA; Tank Vehicle*

A(1)(2):MSA

*Mandatory for some assignments
(1) License must not have an air brake restriction
(2) License must not have an automatic transmission restriction

b. Employees appointed on or after July 13, 1991, shall be required, as a condition of continued employment, to possess a Class "B" license and endorsements, and in some assignments a Class "A" license and endorsements.

c. If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements are mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments.

d. The City shall attempt to make reasonable accommodation for an employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license.

e. The current driver license requirements for all classifications not identified herein shall continue without change.

ARTICLE 16 – MISCELLANEOUS

16.1 SELECTION OF VACANCIES

a. When a permanent vacancy occurs which is not due to a lateral classification reassignment, a notice of such vacancy shall be posted on the employee bulletin board at least two (2) weeks before the vacancy is filled. Employees holding permanent status in that classification in which the vacancy arises may request to be reassigned to such vacancy. The Department Head shall give first consideration to those employees making such requests before considering any other persons for the vacancy. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job function, and (2) relative disruptive effects on the departmental operations and established work schedule. Other considerations may be the employee's performance, attendance, seniority and disciplinary history.

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

16.2 NEW OR REVISED JOB CLASSIFICATION

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

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

16.3 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a six (6) month period beginning with the first day the employee reports to work or until the employee has worked one thousand forty (+1,040) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time 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.

16.4 NO STRIKE OR LOCKOUT

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

16.5 SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or by governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

16.6 LETTERS 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 after October 28, 1995, will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two-year period.

c. A letter of reprimand issued prior to October 28, 1995, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

16.7 WITHDRAWAL OF DISCIPLINARY APPEAL

The employee or union may withdraw ~~the~~ an appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to 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.

An employee who resigns or retires from City service with an outstanding disciplinary appeal is deemed to have withdrawn the appeal and waived any right to pursue the appeal.

16.8 REQUIRED LICENSES AND CERTIFICATIONS

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

16.9 EMPLOYEE PERFORMANCE COUNSELING

a. The City shall have the right to conduct performance counseling of employees at top step on a trial basis. The trial period will be extended on an annual basis unless either party serves written notice of intent to terminate on the other party thirty (30) calendar days prior to December 31 of any year.

b. Employees shall be counseled at least annually.

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

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

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

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

e. The performance counseling form shall be maintained in the personnel files of the employee's Department for one year from the date of the counseling meeting. Thereafter, it shall be removed and returned to the employee.

f. Performance counseling reports shall not affect terms and conditions of employment.

16.10 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 usable 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.

Repayment schedules shall equal five percent (5%) of the overpayment or one hundred and fifty dollars ($150) per pay period, whichever is greater, up to three thousand dollars ($3000). An overpayment of greater than three thousand dollars ($3000) shall automatically invoke a hardship review. In addition, employees may request a hardship review. Repayment amounts that equal less than one hundred and fifty dollars ($150) shall be collected in one payment. No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

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

Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

16.11 PERS RETIREMENT PLAN~~ AND CONTRIBUTION~~

a. Member Contribution to PERS Retirement Plan – Classic Members~~Miscellaneous employees are covered by the following Public Employees Retirement System (PERS) plan:~~

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

(1) Classic members, as defined by PERS, shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

(2) Effective December 27, 2014, classic members shall pay six percent (6%) of salary to the PERS retirement plan.

(3) Effective June 27, 2015, classic members shall pay eight percent (8%) of salary to the PERS retirement plan. If necessary, the contract with PERS shall be amended to reflect the eight percent (8%) employee contribution rate for classic members.

(4) If the union membership fails to pass the necessary cost sharing amendments to the CalPERS agreement, or if the cost sharing amendment is not approved by CalPERS, then the one percent (1%) of the employer's contribution the members begin to pay on June 27, 2015, will not be credited to the member's account.

(5) The City agrees to withhold the above contributions on a pre-tax basis to the extent allowable under State and federal law.

b. Member Contribution to PERS Retirement Plan – New Members

~~f.~~ "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.

~~g.~~c. Effective November 15, 2014, ~~The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution for~~the Sacramento City Employees Retirement System~~ members,~~ one

hundred dollars ($100.00) monthly ~~as an~~ add-on ~~to the City's health and welfare contribution (City dollars). This monthly add-on~~ shall be eliminated ~~at such time as bargaining unit employees covered by the PERS Retirement System pay one hundred percent (100%) of the required member contribution to PERS~~.

~~h. Bargaining unit employees covered by the PERS retirement plan shall pay one hundred percent (100%) of the required member contribution to PERS at such time as PERS covered employees in bargaining units represented by the Sacramento Fire Fighters Union, Local 522 International Association of Fire Fighters, AFL-CIO and Sacramento Police Officers Association pay the equivalent of one hundred percent (100%) of the required member contribution to PERS.~~

16.12 MODIFIED/ALTERNATIVE DUTY POLICY

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

16.13 PROBATIONARY PERIOD

a. All bargaining unit employees hired on or after November 4, 2000, shall serve an initial probationary period of one year.

b. An employee serving a probationary period shall receive a minimum of four (4) written performance appraisals, based on evaluations conducted at six (6), eight (8), ten (10) and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.

c. The necessity for a written performance appraisal shall be eliminated if, at any point during the one year probationary period, the appointing authority releases the employee during probation.

d. A probationary employee may be released from his/her position at the discretion of the appointing authority at any time during the one year probationary period without right of appeal. Such release shall be confirmed in writing.

16.14 USE OF VOLUNTEERS

Except as limited by law, the City shall retain the right to use volunteers and others without compensation to perform services at the discretion of the City.

~~16.15 PARITY~~

~~a. Employees in this bargaining unit shall be eligible to receive any general salary increase voluntarily approved by the Sacramento City Council for bargaining units represented by the Sacramento Fire Fighters Union, Local 522 International Association of Fire Fighters, AFL-CIO (Local 522) or Sacramento Police Officers Association (SPOA) from August 28, 2012, through and including June 24, 2016, in accordance with the following terms:~~

~~(1) Any salary increase included in currently existing agreements with Local 522 or SPOA approved by the City Council before August 28, 2012, or resulting from an interest arbitration award shall not be applicable for purposes of this section;~~

~~(2) The Local 522 or SPOA salary increase must be a general salary increase that applies to more than 50 percent of the employees in the bargaining unit;~~

~~(3) That portion of any salary increase resulting from the conversion of benefits, specialty pays, or other forms of compensation into salary shall not be a salary increase for purposes of this section;~~

~~(4) The calculation of the salary increase for this bargaining unit shall be the weighted average of the base salary increases received in either the SPOA or Local 522 bargaining units, including any employees who received no increase, converted to an average dollar basis.~~

~~(5) If salary increases are received by both Local 522 and SPOA in any fiscal year, the salary increase for employees in this bargaining unit shall be the weighted average percentage increase in base pay received by Local 522 and SPOA for a given fiscal year converted to an average dollar basis. The calculation of the weighted average will include those employees who received no salary increase.~~

~~(6) For example:~~

~~(a) If a 5% general salary increase is given to SPOA members, the monetary value of that increase in base pay will be determined for each SPOA member. Those amounts will be averaged and resulting dollar value of the weighted average increase will be the increase given to each member of this bargaining unit.~~

~~(b) If a 5% general salary increase is given to SPOA members and a 7% general salary increase is given to Local 522 members, the monetary value of that increase in base pay will be determined for each SPOA member and for each Local 522 member. Those amounts will be averaged and the resulting dollar value of the weighted average increase will be the increase given to each member of this bargaining unit.~~

~~(c) If 60% of the SPOA members receive a 5% general salary increase, 40% of the SPOA members receive a 0% general salary increase, and 100% of Local 522 members receive a 3% general salary increase the monetary value of the increase in base pay will be determined for each SPOA~~

~~member and for each Local 522 member. The monetary value of the increase for SPOA members receiving a 0% general salary increase shall be $0. All of those amounts will be averaged and the resulting dollar value of the weighted average increase will be the increase given to each member of this bargaining unit.~~

~~b. Employees in this bargaining unit shall also receive any increase in the monthly City contribution to health and welfare benefits voluntarily approved by the Sacramento City Council for bargaining units represented by Local 522 or SPOA during the period August 28, 2012, through and including June 24, 2016, in accordance with the following terms:~~

~~(1) Any increase in health and welfare benefits included in agreements with Local 522 or SPOA approved by the City Council before August 28, 2012, or resulting from an interest arbitration award shall not be applicable for purposes of this section;~~

~~(2) If both Local 522 and SPOA receive increased monthly health and welfare contributions, employees in this bargaining unit shall receive the increase received by Local 522 or SPOA for any calendar year. For example, if the price of the lowest monthly plan increases from $500 to $550, the city's contribution has not increased as it is still paying the lowest priced plan and the members of this bargaining unit would not receive the equivalent pay increase. However, if the city pays the cost of the lowest priced plan *and* an additional $50 or $100, then the members of this bargaining unit would be entitled to the additional $50 or $100.~~

~~c. Section 16.15(a) and (b) shall terminate on June 24, 2016, regardless of the status of negotiations of a successor agreement. Section 16.15 will not be considered part of the status quo in the absence of a successor agreement and will not be extended beyond June 24, 2016, absent the express agreement of the parties.~~

16.15 ZONAR OR OTHER GLOBAL POSITIONING SYSTEMS (GPS)

Zonar and other GPS devices will be used for purposes of improving departmental efficiencies to include, but not limited to, preserving City resources, preventing idle time, and employees being out of their assigned work areas. Zonar or GPS data shall not be used by the City as the only factor in gathering data for purposes of discipline. However, the data may be used to substantiate public complaints, support findings or confirm work performance issues for purposes of discipline.

16.16 TERM

a. This Agreement shall remain in full force and effect from ~~September 18, (insert date), 2012~~2014, to and including ~~June 24, 2016~~June 23, 2017.

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

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

DATED: ~~September 18, 2012~~November 13, 2014

PLUMBERS AND PIPEFITTERS,
LOCAL #447

BY: _____
WILLIAM S. HALEY
Business Manager

CITY OF SACRAMENTO

BY: _____
GERI HAMBY
Director of Human Resources

_____
SHELLEY BANKS-ROBINSON
LABOR RELATIONS MANAGER

Exhibit A – Continuing Letter of Understanding

DEPARTMENT OF
EMPLOYEE RELATIONS

CITY OF SACRAMENTO
CALIFORNIA

926 J STREET
ROOM 201
SACRAMENTO, CA
95814-2716

PH 916-264-5424
FAX 916-448-3139

January 12, 1993

Mr. Harry Rotz, Business Manager
Plumbers & Pipefitters, Local 447
5841 Newman Court
Sacramento, CA 95819

Re: Apprenticeship Program for Plumber

Dear Mr. Rotz:

This is to confirm the agreement reached regarding establishment of an apprenticeship program for the journey-level classification of Plumber. More specifically, we agreed as follows:

1. The length of the apprenticeship program will be for a period of five (5) years.

2. The Apprentice shall be the City's employee; therefore, the City will have sole discretion to hire and fire.

3. The Apprentice must actively participate in all phases of the apprenticeship program, as defined in the Apprentice Agreement, until its completion.

4. The City has the right to have a representative participate as an advisor in the Apprenticeship Committee for the Plumbing and Pipefitting Industry Sacramento-Yolo District.

5. The Coordinator of the Joint Apprenticeship Committee and the Apprentice's immediate supervisor shall have direct communication regarding the Apprentice in the following areas:

   a. Grades, attendance, and progress in the educational aspects of the program; and

   b. Attendance, failure to complete job assignments, and other deficiencies in job performance in the employment aspects of the program.

6. The classification of Apprentice will have an exempt non-career status and will be placed in the Building Trades and Craft bargaining unit. The Apprentice will have no property right to employment and will serve at the pleasure of the City. Consequently, just cause will not be required for discipline and an apprentice will have no appeal right.

7. The current salary range for the Apprentice will be as follows:

a. Rate upon appointment:	$11.985 per hour (Step A)
b. After first six (6) months:	5% increase to $12.584 per hour (Step B)
c. After first 18 months:	5% increase to $13.213 per hour (Step C)
d. After first 30 months:	5% increase to $13.874 per hour (Step D)
e. After first 42 months:	5% increase to $14.568 per hour (Step E)
f. Upon successful completion apprenticeship program and appointment to Plumber	Step A of Plumber; $15.262 per hour

8. There is no guarantee of employment during or after completion of the Apprenticeship Program in that the City reserves its right under the labor agreement to lay off employees.

9. The Union agrees to change the apprenticeship agreement for any apprentice who is employed by the City of Sacramento to permit a service fee equivalent to regular Union dues in-lieu-of Union membership.

10. The City will not be required to pay to the Pipetrades Trust Fund for the cost of this Apprenticeship Program.

January 12, 1993
Mr. Harry Rotz, Business Manager
Plumbers & Pipefitters, Local 447
Re: Apprenticeship Program for Plumber

If the above if your understanding of the Agreement reached, please sign as indicated below and return this letter to me. I have enclosed a copy of this letter with an original signature for your files.

Sincerely yours,

Dee Contreras

Dee Contreras
Senior Employee Relations
Representative

AGREED TO:

William Meehan, Business Manager
Sacramento-Sierra's Building and
Construction Trades Council

Harry Rotz, Business Manager
Plumbers & Pipefitters, Local 447

cc: John Medina, Director of Public Works
Frank Mugartegui, Director of General Services
John Worcester, Personnel Services Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING THE MOU BETWEEN THE CITY OF SACRAMENTO AND THE PLUMBERS AND PIPEFITTERS, LOCAL 447

BACKGROUND

A. The 2012-2016 labor agreement between the City of Sacramento and the Plumbers and Pipefitters, Local 447 expires on June 24, 2016.

B. The City and Local 447 reopened bargaining on August 19, 2014.

C. The negotiations resulted in a Memorandum of Understanding (MOU) expiring June 23, 2017.

D. The City has been informed by William S. Haley, Financial Secretary and Business Manager of Local 447, that ratification meetings were held and that Local 447 members successfully ratified the terms of the MOU.

E. The negotiations resulted in agreement to establish a Retiree Health Savings Account.

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

Section 1. The MOU with Local #447 as included in Exhibit 1 is approved.

Section 2. The City Manager is authorized to amend the Fiscal Year 2014/15 Operating Budget as necessary to implement the terms of the agreement with Local 447.

Section 3. The City Manager or designee authorized to establish a Retiree Health Savings Account.

Section 4. Designating the City of Sacramento as the Retiree Health Savings Account Trustee.

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City of
SACRAMENTO

and

Plumbers and Pipefitters, Local 447

Labor Agreement

Covering Employees
In The Water and Sewer Unit

2014-2017

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PREAMBLE

THIS AGREEMENT, hereinafter referred to as the Agreement, entered into by the City of Sacramento, hereinafter referred to as the City, and PLUMBERS AND PIPEFITTERS LOCAL #447, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The City hereby confirms its prior certification of the Union as the recognized employee organization for the employees in the Water and Sewer Unit, as defined in the City's Employer-Employee Relations Policy. The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as provided under the City's Employer-Employee Relations Policy and authorized by law.

The Water and Sewer Unit as currently defined in the City's Employer-Employee Relations Policy includes the following classifications:

Assistant Water Cross-Connection Control Specialist
Utilities Locater
Utilities Operations and Maintenance Leadworker
Utilities Operations and Maintenance Serviceworker
Utilities Operations and Maintenance Serviceworker (Apprentice)
Utilities Operations and Maintenance Specialist
Water Cross-Connection Control Specialist

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

ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes all other Agreements and supplements and represents the sole agreement between the parties.

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

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

In accordance with applicable laws, regulations, and the provisions of this Agreement, the City retains the sole and exclusive rights and responsibilities, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees; (d) to discipline employees; (e) to dismiss employees because of lack of work or for other reasonable and just cause; (f) to determine the mission of the Division and Department, its budget, its organization, the number of employees, and the number, types, classification and grades of positions or employees assigned to an organization unit, work project, or tour of duty, and the methods and technology of performing its work; (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

In addition to continuing existing payroll deductions under 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 Union for (a) the normal and regular monthly Union membership dues, and (b) monthly insurance premiums for plans sponsored by the Union and open to all its members.

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

a. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City.

b. Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources of the said authorization form duly completed and executed by the employee and the Union.

c. Any changes, additions, and/or deletions of any payroll deductions or any deductions for employees shall be made only upon submission to the Benefits Section, Department of Human Resources on or before the fifteenth (15th) day of the month preceding the month for which such changes, additions and/or deletions are to be executed on the form designated by the City and duly completed by the Treasurer of the Union or his/her designated agent.

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

e. The City will remit to the Union a check for all of the deductions.

4.2 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 will be a member of the Union or pay an agency shop fee to the Union in an amount determined as set forth in Section 4 below.

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

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

b. Service Fee

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

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

c. Religious Objection

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

March of Dimes
United Way
Firefighter Burn Institute

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

d. Disclosure and Reporting

The Union will keep an adequate itemized record of its financial transactions and will 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 of corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, will instead provide the City with a copy of such financial reports.

e. Hold Harmless

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

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages, or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement will 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 will

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 will be forthwith deemed amended to comply with the change of decision in question.

g. Discipline Procedure

No employee will be terminated under this Section unless:

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

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

> "The Union certifies that (employee's name) has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Section 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 will be terminated under this Section.

h. Duty of Fair Representation

The Union will accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation will 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 Section will have all rights specified in Government Code Section 3502.5(b).

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the Union 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. 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.

b. The purposes of this procedure are:

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

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

5.2 DEFINITIONS

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

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

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

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

5.3 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Shop Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the

grievance may be reduced to writing. The grievance statement shall include the following:

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

b. The remedy or correction requested by 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 Division Head.

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

5.4 STEP TWO

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

5.5 STEP THREE

The Union's representative and the designated representative of the City will meet to hear grievance appealed to the third step. Grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure.

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

5.6 ARBITRATION

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

b. An arbitrator may be selected by mutual agreement between the Union 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 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 Union and employee.

e. The fees of the arbitrator and the court reporter if used will be borne by the losing party.

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 time limits, the Union may process the grievance to the next step of the grievance procedure. Time limits at each grievance step may be waived by mutual agreement of the parties.

h. A Shop Steward or a Union representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

5.7 WITNESSES

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

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

a. A 15-step salary system will be implemented as outlined in (b) and (c), below, concurrent with the implementation of a 15-step salary system for all Local 39 bargaining units.

b. Employees with an original hire date prior to November 15, 2014, and for the remainder of their continuous employment with the City, shall remain on the eight (8) step salary schedule with five percent (5%) between steps.

c. Employees with an original hire date on or after November 15, 2014, and for the remainder of their continuous employment with the City, shall have a fifteen (15) step salary schedule with two and one-half percent (2-1/2%) between steps.

d. Both salary schedules shall have the same top step.

6.2 SALARIES

a. Effective December 27, 2014, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%).

b. Effective June 27, 2015, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%).

c. Effective June 25, 2016, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%).

ARTICLE 7 – WATER AND SEWER INCENTIVE PROGRAM

7.1 CRANE/BACKHOE CERTIFICATION

Serviceworkers will receive five percent (5%) incentive pay when operating a crane that requires certification from the State of California, or when operating a backhoe.

ARTICLE 8 – SALARY ADMINISTRATION

8.1 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.

8.2 ADVANCEMENT IN RATE OF COMPENSATION

a. <u>Advancement in Steps</u>

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

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility

date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

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

(4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

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

c. Effective Date of Step Increases/Payroll Changes

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

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

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

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

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

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

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

8.3 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.

8.4 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.

8.5 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. Employees recalled, reinstated or reemployed shall maintain the salary range based on their original date of hire, and the period of time separated from City service shall not be included in the calculation of the anniversary date for future in-grade salary adjustments.

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.

8.6 RATES HIGHER THAN STEP TOP STEP (Y-RATE)

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

8.7 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in Section 108 of the City Charter. The amount to be paid annually on the second check in July 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).

ARTICLE 9 – HEALTH AND WELFARE

9.1 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.

b. The City will provide one-half (1/2) of the appropriate health and welfare contribution on each of the first two (2) paydays in a calendar month. Eligible employees shall receive the City contribution for each pay period in which the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period may continue elected coverage limited to the City's medical, dental, 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.

9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, 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 budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the health and welfare contribution for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive benefits under this Section.

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

9.3 AMOUNT OF CONTRIBUTION

a. Employees Enrolled in an Account-Based Health Plan (ABHP)

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

(2) To the extent the premium for the ABHP is less than the City contributions outlined in (b), below, the employee may elect to either have the excess credited to his/her HSA to the extent allowed by law, or to receive the balance in cash.

(3) Career employees who enroll for the first time in an ABHP no later than December 31, 2014, shall have an HSA credited with a one-time City contribution of $2,000 on or before January 31, 2015. This provision applies to employees who have never received the City contribution of $2,000.

b. Employees Not Enrolled in an ABHP

(1) Employee Only

(a) For full-time employees enrolled in a City sponsored health plan for employee only, the City contribution shall be $696 per month.

(b) Effective January 1, 2015, for full-time employees enrolled in a City-sponsored health plan for employee only, the City contribution shall be $721 per month.

(2) Employee Plus One Dependent

For full-time employees enrolled in a City-sponsored health plan for employee plus one (1) dependent, the City contribution shall be $883 per month.

(3) Employee Plus Two or More Dependents

For full-time employees enrolled in a City-sponsored health plan for employee plus two (2) dependents, the City contribution shall be $1243 per month.

c. Part-time employees shall be prorated as indicated in 9.2(a).

9.4 COVERED DEPENDENTS

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

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

b. The definition of dependent child for purposes of health insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA), as it may be amended. 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, dependent child is defined under the PPACA and certificates of coverage as an adult child up to age 26, grandchild living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

9.5 CASH-BACK LIMITS

a. The cash-back of City dollars shall be limited to $200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 9.2(a).

b. New employees or employees who are not receiving the cash-back prior to December 1, 2014, shall not be eligible for the cash-back option.

c. Employees transferring to classifications covered by this Agreement 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.

9.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of $10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in Section 9.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $40,000 City-sponsored term life insurance.

9.7 FLEXIBLE SPENDING ACCOUNTS

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

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

b. Unreimbursed health care expenses; and

c. Dependent care reimbursement.

The City shall provide a summary of IRS rules on flexible spending limits during each open enrollment to employees.

9.8 RETIREE HEALTH SAVINGS ACCOUNT

The City shall establish a Retiree Health Savings Account (RHSA) no later than September 1, 2015, and employees shall contribute ten dollars ($10) per pay period. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan shall allow both City contributions as well as mandatory pre-tax employee contributions; however, there shall be no City contributions to the RHSA.

9.9 RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

The maximum monthly City-paid health insurance contribution for eligible retirees shall be $300 for the retiree only and $365 for the retiree with dependents.

b. Employees Retiring on or After July 1, 1992

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

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

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

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

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

(c) Employees with a minimum of twenty (20) full years of City service shall be eligible for up to one hundred percent

(100%) of the City's maximum health insurance contribution identified in subsection (a) above.

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

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

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

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

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

(2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.

(3) Retirees must be at least 50 years of age.

(4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Pre-Medicare Eligible Retirees

Retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored health plan or purchase an individual plan. A retiree who elects to purchase a health plan not sponsored by the City shall be eligible to reenroll in a City-sponsored health plan within two (2) years of waiving City coverage.

e. Medicare Eligible Retirees

Upon achieving eligibility for Medicare benefits, retirees and their dependent(s) shall not be allowed to participate in any City-sponsored health plan.

f. Retiree Insurance Contribution Exclusion

Retirees who participate in another group health plan as an employee or dependent spouse shall not be eligible for the City contribution outlined above.

g. 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-paid health insurance contribution and dental benefit for retirees regardless of years of service.

h. 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.

i. Limitation Clause

No employee or retiree shall have any rights provided by this Section 9.8 after the expiration of this Agreement.

j. Elimination of Retiree or Survivors Dependents Benefits for Employees Hired After November 15, 2014

No employee hired after November 15, 2014, shall be eligible for any of the benefits provided in Section 9.8. Employees transferring to classifications covered by this Agreement after November 15, 2014, 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.

ARTICLE 10 – LEAVES

10.1 RECOGNIZED HOLIDAYS

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

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

b. Eligibility

(1) To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or 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.

(2) 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.

c. If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.

d. If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.

e. If the holiday falls upon such employee's vacation, the employee shall receive an additional vacation day off with pay.

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 10.1(g), 10.2, and 10.3 below.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee hired on or before October 27, 1995, shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

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

(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.

h. Holiday Credit Accumulation

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

10.2 VACATION ADMINISTRATION

a. Vacation Leave Accrual

(1) Employees earning eighty (80) hours each year shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees earning one hundred twenty (120) hours each year shall accrue five (5) hours each pay period.

(3) Employees earning one hundred sixty (160) hours each year shall accrue six (6) hours, forty (40) minutes each pay period.

(4) The City and the Union will create a committee to meet and confer, beginning no later than December 31, 2015, to create an annual leave program to replace current accrued leave, excluding CTO.

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 any accrued leave with the exception as noted in 10.3, Sick Leave.

c. Vacation Scheduling for Career Employees

The time at which the employee shall be granted a vacation is at the approval of the Department Head in accordance with a policy and procedure developed by the Department. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule the Department shall open to bid vacation scheduling during the month of November each year. The department

shall determine the number of days/hours bid on each rotation. Classification seniority shall govern where more than one (1) employee bids for the same period in the same round. In case of a tie related to classification seniority, the employee with the greatest amount of continuous City service shall be senior.

d. Vacation Scheduling for Non-Career Employees

Non-career employees shall be eligible to request vacation after career employees have done so. Non-career employees shall bid for vacation on the basis of seniority in the same manner as set forth above.

10.3 SICK LEAVE

a. Accrual and Usage

(1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related. In accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the employee's 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 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 upon separation as follows:

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

years' service, shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

Any employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

d. 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.

10.4 PARENTAL LEAVE

a. Effective June 27, 1992, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

(1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.

(2) To be eligible for the paid leave an employee hired on or before October 27, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after October 28, 1995 must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of

children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.

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

(5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.

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

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

10.5 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or CTO hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

b. All donations shall be made and accepted in writing using City-provided forms.

c. The donation in any category must be a minimum of eight (8) hours of usable time.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire Suppression (40 hours) schedule shall be adjusted by a factor of 1.4 to 1.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. 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.

g. 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.

h. 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.

i. 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.

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

10.6 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, or to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so he/she will be excused from the shift. If the employee is in

court or on jury duty less than one-half of the shift, the employee will be required to work.

c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, he/she will be required to use vacation or other leave accruals to cover the shift.

d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance, and the compensation paid exclusive of any transportation and subsistence allowance.

e. When a non-career employee is regularly scheduled to work and is ordered to report to testify or for jury duty said employee shall be entitled to court leave benefits in accord with the above-stated procedure.

10.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

b. Use of the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

10.8 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 authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY ASSIGNMENTS

a. Employees required to be on standby assignment for emergency work shall be paid at the rate of $210 per week or the daily pro rata rate.

b. An employee who has completed his/her regular shift and has left the premises and is called back to work from his/her home shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half if the call back results in the employee working in excess of forty (40) in that work week. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

c. Employees who are on standby assignment on Christmas Day, New Year's Day, Thanksgiving Day and July 4, holidays, shall receive eight (8) hours holiday credit.

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

e. Standby assignments will be staffed first from a voluntary sign-up. If there are no Utilities Operations and Maintenance Serviceworkers or Utilities Operations and Maintenance Leadworkers who volunteer for standby within a Section of the Field Services Division, all Utilities Operations and Maintenance Serviceworkers and Utilities Operations and Maintenance Leadworkers within the Section where there are no volunteers shall be assigned standby on a rotational basis, in order of Unit seniority, beginning with the Utilities Operations and Maintenance Serviceworker or Utilities Operations and Maintenance Leadworker with the least Unit seniority who has passed probation as a Utilities Operations and Maintenance Serviceworker. The rotational standby assignments shall continue until such time as there again are volunteers within the affected Section.

11.2 TEMPORARY WORK IN A HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those cases where, in the judgment of the Department Head, or his/her designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to a higher classification shall be compensated for the duration of the out-of-classification assignment, by the payment of five percent (5%) of the regular salary he/she received prior to the out-of-classification assignment for the duration of the higher class assignment.

Temporary assignments to a higher classification shall be made from the current eligible list for the higher classification. If no list is established, the Department Head, or his/her designee, may fill the temporary assignment with an available qualified employee based on: (1) relative experience and capability in performing the required job function, and (2) taking into consideration the relative disruptive effect on the departmental operations and established work schedule.

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

11.3 SHIFT DIFFERENTIAL

a. Employees who work five-eighths (5/8) or more of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall receive for the entire shift a night-shift differential of five percent (5%) in addition to their regular wage. Employees who work less than five-eighths (5/8) of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m. shall receive for those hours worked (to the nearest one-half hour) within this period, a night-shift differential of five percent (5%) in addition to their regular wage.

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

11.4 TUITION REIMBURSEMENT

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

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

ARTICLE 12 – WORKWEEK/OVERTIME

12.1 WORKWEEK/OVERTIME

a. Workweek

(1) The normal workweek for employees covered by this Agreement shall be Monday through Friday consisting of forty (40) working hours. With mutual agreement, the City may schedule weekend work. The City shall be limited to commencing workday start times as follows: a) 7:00 a.m. to 8:00 a.m., b) 3:30 p.m. to 4:30 p.m., and c) 12 midnight to 1:00 a.m. By mutual agreement with the Union, the City may deviate from the listed start time ranges. This paragraph does not apply to non-career employees.

(2) Shift work will be staffed first from a voluntary sign-up of qualified employees by classification. If all of the volunteers are qualified, the selection to the shift work shall be by greatest classification seniority. If there are not sufficient qualified employees who volunteer, the least senior qualified employee by classification shall be assigned to shift work. The Division Manager or designee shall determine whether an employee is qualified under this paragraph.

(3) Employees shall be allowed an unpaid one-half (1/2) hour lunch period.

(4) Employees shall be given at least five (5) workdays' notice prior to a permanent change in their assigned hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new work schedule. This paragraph does not apply to non-career employees.

(5) Employees shall be assigned to the same shift for five (5) consecutive days. This paragraph does not apply to non-career employees.

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

b. Swing Shift

(1) The scheduled start time for an employee assigned to work swing shift shall be 3:30 p.m. and the scheduled end time for the swing shift shall be 12:00 a.m.

(2) Employees in the Utilities Operations and Maintenance Serviceworker classification must successfully complete his/her probationary period to be eligible for the swing shift assignment.

(3) Employees on probation as a Utilities Operations and Maintenance Leadworker can apply for swing shift assignment while on probation only with the approval of the Superintendent or designee.

(4) There shall be no rotation of employees assigned to swing shift.

(5) Employees shall be provided a minimum of a thirty (30) calendar day notice when moving from the day shift to the swing shift.

c. Weekend Schedule – Trial Period

If the City creates new or additional positions in the Utilities Operations and Maintenance Specialist classification, the parties agree to meet and confer regarding the creation of a weekend work schedule for that classification no later than

December 31, 2015. Status quo shall prevail for the duration of this Agreement unless the parties are able to reach an agreement regarding the creation of the weekend work schedule.

d. Overtime/Compensating Time Off (CTO)

(1) Employees required to work in excess of forty (40) hours in a single workweek, or on a recognized holiday, shall be compensated at one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

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

(3) Employees may accrue up to one hundred and twenty (120) hours of CTO. In the event of an emergency declared by the City Manager, the one hundred and twenty (120) hour maximum may be extended up to forty (40) hours. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

e. Lunch Break Overtime

When an employee is assigned by his/her supervisor to remain on duty through his/her lunch break he/she shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay providing the employee is required to work in excess of a normal workday. A lunch period is not work time if an employee is completely free from duties during the lunch break.

12.2 PREMIUM PAY CALCULATION

The annual hourly factor used to calculate the hourly rate for premium pay will be 2,080 hours. This hourly rate is to be used to determine the following premium pay benefits:

Overtime Pay
Out-of-Classification Pay
Sick Leave Incentive Payouts
Vacation Sell-Back
Night-Shift Premium Pay

12.3 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 13 – SAFETY SHOES, SAFETY GLASSES, AND UNIFORMS

13.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of $200 per pair, or up to a maximum of $250 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

b. The City maintains the right to specify the type of required safety shoe.

13.2 SAFETY GLASSES

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

b. Employees are free to purchase non-prescription or prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of $150 per pair of glasses.

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

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

13.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

13.4 SAFETY JACKETS

a. The City will provide one (1) ANSI Class 2 “Thinline” safety jacket for each employee.

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

13.5 UNIFORMS

a. All employees covered by this Agreement and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

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

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

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 or lack of budgeted funds.

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. For classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.

(2) Unit Seniority: Unit seniority shall be defined as the effective date of probationary appointment to the employee's first full-time career position in a job classification contained within the Water and Sewer Representation Unit.

(3) City Service Seniority: City service seniority shall be defined as the effective date of probationary appointment to the employee's first permanent career position.

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

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

(a) Resignation.

(b) Discharge.

(c) Retirement.

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

(e) Failure to comply, report, or respond to a recall notice within seventeen (17) calendar days from the date of postmark on the recall notice.

c. Downgrade: A downgrade shall be defined as a change in job classification within a regression ladder to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. The regression ladder for the Water and Sewer Unit is set forth below:

(1) Utilities Operations and Maintenance Leadworker
Utilities Operations and Maintenance Serviceworker
Utilities Field Services Serviceworker (Apprentice)

(2) Water Cross-Connection Control Specialist
Utilities Operations and Maintenance Leadworker
Assistant Water Cross-Connection Control Specialist
Utilities Operations and Maintenance Serviceworker

(3) Utilities Operations and Maintenance Leadworker
Utilities Operations and Maintenance Specialist
Utilities Operations and Maintenance Serviceworker

(4) Utilities Operations and Maintenance Leadworker
Utilities Locater
Utilities Operations and Maintenance Serviceworker

d. Permanent Status: For the purposes of this layoff procedure permanent status is attained in a job classification when an employee has successfully completed the probationary period in that job classification.

14.3 PROCEDURE

a. Within each job classification in each department in which a layoff occurs, employees shall be laid off in the order of their classification seniority, beginning with the employee with the least classification seniority.

b. Any probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last job classification in which the employee holds permanent status. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Rules. 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.

c. Any permanent employee who is to be laid off or displaced shall have the right to downgrade, in descending order, to job classifications within his/her regression ladder, provided that the employee can displace an employee in the lower classification. If there are any probationary employees in the lower job classification, the probationary employee with the least Unit seniority shall be displaced first. If there are no probationary employees in the lower job classification, the permanent employee with the least Unit seniority shall be displaced, provided that the downgrading employee has greater Unit seniority. If the permanent employee is unable to downgrade to any job classification within his/her regression ladder, such employee shall be laid off.

d. An employee may accept a layoff in lieu of a downgrade under Section 14.3(c) of this Article, by written notification to Labor Relations within 72 hours 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.

e. If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater Unit seniority. If two (2) or more employees have an equal amount of Unit seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee

shall be determined on the basis of greater hire date seniority, or in the event of a tie, the senior employee shall be determined on the basis of highest drawn random number.

14.4 NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail, a notice to all affected employee(s). Such notice shall be postmarked at least seventeen (17) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees.

14.5 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid the top step rate of the lower job classification. Upon subsequent recall through a regression ladder, the employee shall be restored to his/her original pay rate step in the classification in which permanent status is held. The anniversary date for such recalled employee for future in-grade salary adjustments shall be the date of recall to the permanent job classification.

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

14.6 FRINGE BENEFITS

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

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage 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 total premium for the cost of such coverage, at the time of layoff.

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

14.7 RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of 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 seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of one year from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall serve a probationary period in any job classification to which the employee is recalled after the five (5) year period. If the employee fails the probationary period, he/she shall gain permanent status for purposes of layoff in the classification immediately preceding the serving of the probationary period.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid-off/ downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have seventeen (17) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within seventeen (17) calendar days, he/she will lose all recall rights. An employee who has been laid off shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 14.2(b)(2) of this Article.

d. If limited-term/seasonal vacancies occur in a job classification while permanent employees are laid off or downgraded, the City shall utilize the existing recall list for that job classification to fill such limited-term/seasonal vacancies; provided if an employee either accepts or refuses recall to a limited-term/seasonal vacancy it shall have no effect on said recall rights to a permanent vacancy. If all employees refuse recall to a limited-term/seasonal vacancy, the City shall have the right to fill said limited-term/seasonal vacancies in accordance with applicable rules. Further, the City agrees

that subsidized employees (CETA, etc.) cannot work in a job classification so long as any employee has recall rights to that job classification; nor shall any limited-term/seasonal employees be hired at other than the entry-level position while a permanent employee is laid off or downgraded from that job classification.

14.8 ALTERNATIVE LAYOFF REOPENER

a. The City and the Union agree that discrimination in employment due to race or sex is a subject of major mutual concern.

b. The parties will study possible different layoff procedures as a substitute for the seniority system set forth in this Agreement. The parties will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the Unit.

c. The parties may reopen this Agreement for the purpose of negotiating a change to the seniority system. Either party may refuse to reopen this Agreement if the other party requests to reopen. Furthermore, if both parties agree to reopen but fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE 15 – TRANSPORTATION

15.1 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

b. Other Bus Transportation

Eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed $120.

15.2 DRIVER LICENSE REQUIREMENTS

a. As a condition of continued employment, each employee hired prior to July 13, 1991, shall possess a valid commercial California driver license and endorsements as follows:

Classification	Required License	Endorsements
Utilities Operations and Maintenance Leadworker	B(1)(2):MSA; A(1)(2):MSA	Tank Vehicle*
Utilities Operations and Maintenance Serviceworker	B(1)(2):MSA; A(1)(2):MSA	Tank Vehicle*

*Mandatory for some assignments
(1) License must not have an air brake restriction
(2) License must not have an automatic transmission restriction

b. Employees appointed on or after July 13, 1991, shall be required, as a condition of continued employment, to possess a Class "B" license and endorsements, and in some assignments a Class "A" license and endorsements.

c. If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements are mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments.

d. The City shall attempt to make reasonable accommodation for an employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license.

e. The current driver license requirements for all classifications not identified herein shall continue without change.

ARTICLE 16 – MISCELLANEOUS

16.1 SELECTION OF VACANCIES

a. When a permanent vacancy occurs which is not due to a lateral classification reassignment, a notice of such vacancy shall be posted on the employee bulletin board at least two (2) weeks before the vacancy is filled. Employees holding permanent status in that classification in which the vacancy arises may request to be reassigned to such vacancy. The Department Head shall give first consideration to those employees making such requests before considering any other persons for the vacancy. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job function, and (2) relative disruptive effects on the departmental operations and

established work schedule. Other considerations may be the employee's performance, attendance, seniority and disciplinary history.

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

16.2 NEW OR REVISED JOB CLASSIFICATION

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

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

16.3 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a six (6) month period beginning with the first day the employee reports to work or until the employee has worked one thousand forty (+1,040) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time 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.

16.4 NO STRIKE OR LOCKOUT

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

16.5 SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or by governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

16.6 LETTERS 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 after October 28, 1995, will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two-year period.

c. A letter of reprimand issued prior to October 28, 1995, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

16.7 WITHDRAWAL OF DISCIPLINARY APPEAL

The employee or union may withdraw an appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to 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.

An employee who resigns or retires from City service with an outstanding disciplinary appeal is deemed to have withdrawn the appeal and waived any right to pursue the appeal.

16.8 REQUIRED LICENSES AND CERTIFICATIONS

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

16.9 EMPLOYEE PERFORMANCE COUNSELING

a. The City shall have the right to conduct performance counseling of employees at top step on a trial basis. The trial period will be extended on an annual basis unless either party serves written notice of intent to terminate on the other party thirty (30) calendar days prior to December 31 of any year.

b. Employees shall be counseled at least annually.

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

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

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

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

e. The performance counseling form shall be maintained in the personnel files of the employee's Department for one year from the date of the counseling meeting. Thereafter, it shall be removed and returned to the employee.

f. Performance counseling reports shall not affect terms and conditions of employment.

16.10 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 usable 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.

Repayment schedules shall equal five percent (5%) of the overpayment or one hundred and fifty dollars ($150) per pay period, whichever is greater, up to three

thousand dollars ($3000). An overpayment of greater than three thousand dollars ($3000) shall automatically invoke a hardship review. In addition, employees may request a hardship review. Repayment amounts that equal less than one hundred and fifty dollars ($150) shall be collected in one payment. No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

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

16.11 PERS RETIREMENT PLAN

a. Member Contribution to PERS Retirement Plan – Classic Members

(1) Classic members, as defined by PERS, shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

(2) Effective December 27, 2014, classic members shall pay six percent (6%) of salary to the PERS retirement plan.

(3) Effective June 27, 2015, classic members shall pay eight percent (8%) of salary to the PERS retirement plan. If necessary, the contract with PERS shall be amended to reflect the eight percent (8%) employee contribution rate for classic members.

(4) If the union membership fails to pass the necessary cost sharing amendments to the CalPERS agreement, or if the cost sharing amendment is not approved by CalPERS, then the one percent (1%) of the employer's contribution the members begin to pay on June 27, 2015, will not be credited to the member's account.

(5) The City agrees to withhold the above contributions on a pre-tax basis to the extent allowable under State and federal law.

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.

c. Effective November 15, 2014, the Sacramento City Employees Retirement System one hundred dollars ($100.00) monthly add-on shall be eliminated.

16.12 MODIFIED/ALTERNATIVE DUTY POLICY

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

16.13 PROBATIONARY PERIOD

a. All bargaining unit employees hired on or after November 4, 2000, shall serve an initial probationary period of one year.

b. An employee serving a probationary period shall receive a minimum of four (4) written performance appraisals, based on evaluations conducted at six (6), eight (8), ten (10) and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.

c. The necessity for a written performance appraisal shall be eliminated if, at any point during the one year probationary period, the appointing authority releases the employee during probation.

d. A probationary employee may be released from his/her position at the discretion of the appointing authority at any time during the one year probationary period without right of appeal. Such release shall be confirmed in writing.

16.14 USE OF VOLUNTEERS

Except as limited by law, the City shall retain the right to use volunteers and others without compensation to perform services at the discretion of the City.

16.15 ZONAR OR OTHER GLOBAL POSITIONING SYSTEMS (GPS)

Zonar and other GPS devices will be used for purposes of improving departmental efficiencies to include, but not limited to, preserving City resources, preventing idle time, and employees being out of their assigned work areas. Zonar or GPS data shall not be used by the City as the only factor in gathering data for purposes of discipline. However, the data may be used to substantiate public complaints, support findings or confirm work performance issues for purposes of discipline.

16.16 TERM

a. This Agreement shall remain in full force and effect from (insert date), 2014, to and including June 23, 2017.

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

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

DATED: November 13, 2014

PLUMBERS AND PIPEFITTERS,
LOCAL #447

BY: _____
WILLIAM S. HALEY
Business Manager

CITY OF SACRAMENTO

BY: _____
GERI HAMBY
Director of Human Resources

_____
SHELLEY BANKS-ROBINSON
LABOR RELATIONS MANAGER

Exhibit A – Continuing Letter of Understanding

DEPARTMENT OF
EMPLOYEE RELATIONS

CITY OF SACRAMENTO
CALIFORNIA

926 J STREET
ROOM 201
SACRAMENTO, CA
95814-2716

PH 916-264-5424
FAX 916-448-3139

January 12, 1993

Mr. Harry Rotz, Business Manager
Plumbers & Pipefitters, Local 447
5841 Newman Court
Sacramento, CA 95819

Re: Apprenticeship Program for Plumber

Dear Mr. Rotz:

This is to confirm the agreement reached regarding establishment of an apprenticeship program for the journey-level classification of Plumber. More specifically, we agreed as follows:

1. The length of the apprenticeship program will be for a period of five (5) years.

2. The Apprentice shall be the City's employee; therefore, the City will have sole discretion to hire and fire.

3. The Apprentice must actively participate in all phases of the apprenticeship program, as defined in the Apprentice Agreement, until its completion.

4. The City has the right to have a representative participate as an advisor in the Apprenticeship Committee for the Plumbing and Pipefitting Industry Sacramento-Yolo District.

5. The Coordinator of the Joint Apprenticeship Committee and the Apprentice's immediate supervisor shall have direct communication regarding the Apprentice in the following areas:

   a. Grades, attendance, and progress in the educational aspects of the program; and

   b. Attendance, failure to complete job assignments, and other deficiencies in job performance in the employment aspects of the program.

6. The classification of Apprentice will have an exempt non-career status and will be placed in the Building Trades and Craft bargaining unit. The Apprentice will have no property right to employment and will serve at the pleasure of the City. Consequently, just cause will not be required for discipline and an apprentice will have no appeal right.

7. The current salary range for the Apprentice will be as follows:

a. Rate upon appointment:	$11.985 per hour (Step A)
b. After first six (6) months:	5% increase to $12.584 per hour (Step B)
c. After first 18 months:	5% increase to $13.213 per hour (Step C)
d. After first 30 months:	5% increase to $13.874 per hour (Step D)
e. After first 42 months:	5% increase to $14.568 per hour (Step E)
f. Upon successful completion apprenticeship program and appointment to Plumber	Step A of Plumber; $15.262 per hour

8. There is no guarantee of employment during or after completion of the Apprenticeship Program in that the City reserves its right under the labor agreement to lay off employees.

9. The Union agrees to change the apprenticeship agreement for any apprentice who is employed by the City of Sacramento to permit a service fee equivalent to regular Union dues in-lieu-of Union membership.

10. The City will not be required to pay to the Pipetrades Trust Fund for the cost of this Apprenticeship Program.

January 12, 1993
Mr. Harry Rotz, Business Manager
Plumbers & Pipefitters, Local 447
Re: Apprenticeship Program for Plumber

If the above if your understanding of the Agreement reached, please sign as indicated below and return this letter to me. I have enclosed a copy of this letter with an original signature for your files.

Sincerely yours,

Dee Contreras

Dee Contreras
Senior Employee Relations
Representative

AGREED TO:

William Meehan, Business Manager
Sacramento-Sierra's Building and
Construction Trades Council

Harry Rotz, Business Manager
Plumbers & Pipefitters, Local 447

cc: John Medina, Director of Public Works
Frank Mugartegui, Director of General Services
John Worcester, Personnel Services Manager