# RESOLUTION NO. 2005-843

Adopted by the Sacramento City Council

November 22, 2005

## APPROVING THE LABOR AGREEMENT COVERING THE PLANT OPERATOR UNIT

**BACKGROUND**

A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with Stationary Engineers, Local 39 which is the recognized employee organization for employees in the Plant Operator Unit.

B. The parties have reached an agreement on the terms and conditions of employment for employees in these Units which are included in the Agreement dated November 26, 2005 which is attached as Exhibit A.

C. The terms of the Agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City and the community by continuing positive labor relations.

D. The general fund budget cost of the five-year Agreement is $0.4 million and the other funds total $3.9 million.

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

E. Section 1. The Labor Agreement covering the Plant Operator Unit is adopted effective November 26, 2005.

Section 2. The Fiscal Year 2005-2006 Budget is amended to implement the labor costs included in the Agreement.

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F. Exhibit A: The 2005-2010 Labor Agreement Covering the Plant Operator Unit – 56 pages

Adopted by the City of Sacramento City Council on November 22, 2005 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, Pannell, Sheedy, Tretheway; Waters and Mayor Fargo.

Noes: None

Abstain: None

Absent: Councilmember McCarty.

Mayor Heather Fargo

Attest:

Shirley Concolino, City ClerK

Exhibit A

# AGREEMENT

BETWEEN

CITY OF SACRAMENTO

AND

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

COVERING ALL EMPLOYEES IN THE
PLANT OPERATOR UNIT

2005-2010

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## PREAMBLE

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

## ARTICLE 1
## RECOGNITION

### 1.1 RECOGNITION

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

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

### 1.2 EMPLOYEES COVERED BY THIS AGREEMENT

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

The following terms are defined as used throughout this Agreement:

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

<u>Non-Career Employees</u>: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

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

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

1.3 CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below Step 3/A, as applicable, of the salary range of the career classification, as shown in Exhibit A. (For example, if the "A" step hourly rate of pay is $9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be $9.00 minus $.90 or $8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

## ARTICLE 2
## SOLE AGREEMENT

2.1 SOLE AGREEMENT

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

b. If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

## ARTICLE 3
## CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules and Regulations; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of the division and department, its budget, its organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift

or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action that may be appropriate to carry out its mission in situations of emergency.

## ARTICLE 4
## UNION RIGHTS

### 4.1 PAYROLL DEDUCTIONS

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

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

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

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

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

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

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

(6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the

City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.

(7) The City must approve any new payroll deductions for insurance premiums for plans to which the City is not the contracting party which are not being payroll deducted as of the effective date of this Agreement.

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

4.2 AGENCY SHOP

a. General

As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

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

b. Service Fee

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

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

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

March of Dimes
United Way
Firefighter Burn Institute

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

d. Disclosure and Reporting

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

e. Hold Harmless

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

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

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (b) and (c) above, specifying the current amount of the

delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

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

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

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

h. Duty of Fair Representation

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

i. Employee Rights

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

4.3 UNION STEWARDS

a. The Union may designate Job Stewards for each of the following areas:

| | |
|---|---|
| Sacramento River Water Treatment Plant | One Steward |
| Waste Water Facilities | One Steward |
| American River Water Treatment Plant | One Steward |
| Pump Crew | One Steward |
| Convention Center | One Steward |
| Corporation Yard | One Steward |

b. The Union shall furnish the City with a list of such Stewards after their designation.

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

d. This Article shall not apply to non-career employees.

4.4. LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

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

The Union will also be notified when applications are being solicited for the establishment of new eligible lists for job classifications represented by the Union.

4.5 USE OF CITY INFORMATION SYSTEMS

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

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

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

## ARTICLE 5
## GRIEVANCE PROCEDURE

5.1 PURPOSE

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

b. The purposes of this procedure are:

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

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

5.2 DEFINITIONS

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

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

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

d. As used herein, "Union representative" refers to the recognized employee representative group or their agents.

5.3 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of the parties the time limitation for any step may be extended.

5.4 PRESENTATION

An employee and/or the Union representative may present a grievance while on duty, provided such use of on-duty time shall be kept to a reasonable minimum.

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

Grievances as defined in Section 5.2(a), shall be brought through this procedure.

5.7 INFORMAL DISCUSSION

The grievance initially shall be personally discussed between the employee, and/or the Union representative, and the employee's supervisor. Within five (5) workdays, the supervisor shall give his/her decision or response.

5.8 FORMAL GRIEVANCE - STEP ONE

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than:

(1) Thirty (30) workdays after the event or circumstance occasioning the grievance; or

(2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However, if the informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

c. A formal grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the Division Head. Within five (5) standard workdays after the initiation of the formal grievance, the Division Head or his/her designee shall respond to the grievance in writing.

d. The employee may be represented by the Union representative. Where represented by a Union or other representative the employee shall personally authorize in writing such representative on the grievance form.

5.9 FORMAL GRIEVANCE - STEP TWO

If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) standard workdays to the Department Head. The Department Head or his/her representative shall respond in writing within ten (10) standard workdays to the grievance. If the Department Head or his/her representative determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter. The employee may be represented by a Union representative.

5.10 FORMAL GRIEVANCE - STEP THREE

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) standard workdays. The grievant or his/her representative and the designated representative of the City will meet to hear a grievance appealed to the third step. A grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

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

5.11 ARBITRATION - STEP FOUR

a. If the City's designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Union shall have the right to refer matters to binding arbitration. The request for arbitration must be given in writing to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

b. If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

c. At each step of the formal grievance procedure, a copy of the decision shall be sent to the Union or other authorized representative at the same time as the decision is sent to the grievant.

d. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

e. Should the parties fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of the coin.

f. The decision of the arbitrator shall be final and binding.

g. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its express provisions.

h. The fees and expenses of the arbitrator and the court reporter if required by the arbitrator or requested by a party, shall be shared equally by the parties.

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

## ARTICLE 6
## SALARY ADJUSTMENTS

### 6.1 2005-2006 SALARIES

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

### 6.2 EQUITY ADJUSTMENTS

a. Effective June 24, 2006, the salary for the classifications listed below shall be adjusted as follows:

| | |
|---|---|
| Stationary Engineer | 1% |
| Senior Stationary Engineer | 1% |

b. Effective June 23, 2007, the salary for the classifications listed below shall be adjusted as follows:

| | |
|---|---|
| Stationary Engineer | 1% |
| Senior Stationary Engineer | 1% |
| Plant Operator | 1% |
| Senior Plant Operator | 2% |

c. Effective June 21, 2008, the salary for the classifications listed below shall be adjusted as follows:

| | |
|---|---|
| Stationary Engineer | 1% |
| Senior Stationary Engineer | 1% |
| Plant Operator | 1% |
| Senior Plant Operator | 2% |

d. Effective June 20, 2009, the salary for the classifications listed below shall be adjusted as follows:

| | |
|---|---|
| Plant Operator | 1% |
| Senior Plant Operator | 2% |

6.3 2006-2007 SALARIES

Effective June 24, 2006, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%), and are set forth in Exhibit A-2.

6.4 2007-2008 SALARIES

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

6.5 2008-2009 SALARIES

Effective June 21, 2008, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%), and are set forth in Exhibit A-5.

6.6 2009-2010 SALARIES

Effective June 20, 2009, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%), and are set forth in Exhibit A-6.

6.7 GENERAL EQUITIES

a. Effective December 24, 2005, all salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%), and are set forth in Exhibit A-1.

b. Effective December 23, 2006, all salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%), and are set forth in Exhibit A-3.

6.8 SALARY RANGE

Employees hired on June 24, 1995 or later shall be covered under the eight-step salary range consisting of Steps 3 through 10, and overlapping Steps A through E at the top of the range.

## ARTICLE 7
## SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 3/A, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range

may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

## 7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

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

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

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than Step 10/E may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

(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 employe became eligible for a pay increase, which bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

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

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

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

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

## 7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step 3/A, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

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

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

c. Movement to a Lower Classification

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

## 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

## 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

## 7.6 RATES HIGHER THAN STEP 10/E (Y-RATE)

Whenever the salary of an employee exceeds Step 10/E of the salary range established for a classification, such salary shall be designated as a "Y-rate". During such time as an employee's salary remains above the Step 10/E, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate", and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. In the event an employee is "Y-rated" below Step 10/E, as applicable, the employee shall be permitted to advance to the maximum step of the original range.

## 7.7 LONGEVITY PAY

a. Employee Eligibility

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

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

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

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

deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.

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

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

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

b. Payment After Eligibility

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

(1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.

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

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

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

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

## ARTICLE 8
## HEALTH AND WELFARE

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

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

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

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

### 8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

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

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

### 8.3 AMOUNT OF CONTRIBUTION

a. For full-time employees hired prior to June 24, 1995, enrolled in a City-sponsored health plan for employee only, the City shall contribute as follows:

(1) Effective December 1, 2005, the City contribution shall be up to $460 per month.

(2) Effective January 1, 2008, the City contribution shall be up to $460 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For full-time employees hired on or after June 24, 1995, with less than five (5) years service, enrolled in a City-sponsored health plan for employee only, effective December 1, 2005, the City contribution shall be $300 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

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

(1) Effective December 1, 2005, the City contribution shall be up to $600 per month.

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

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

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

(5) Effective January 1, 2009, the City contribution shall be up to $800 per month.

(6) Effective January 1, 2010, the City contribution shall be up to $850 per month.

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

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

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

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

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

(5) Effective January 1, 2009, the City contribution shall be up to $1,050 per month.

(6) Effective January 1, 2010, the City contribution shall be up to $1,200 per month.

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

8.4 COVERED DEPENDENTS

a. An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. In

no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent's home, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

8.5 CASH-BACK LIMITS

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

a. Effective December 1, 2005, for employees hired before June 23, 1995, who waive City-sponsored health insurance, the cash-back limit shall be $435 per month, and for employees hired on or after June 24, 1995, with less than five (5) years of service, who waive City-sponsored health insurance, the cash-back shall be $300 per month.

b. Effective January 1, 2006, for employees hired before June 23, 1995, who waive City-sponsored health insurance, the cash-back limit shall be $350 per month, and for employees hired on or after June 24, 1995, with less than five (5) years of service, who waive City-sponsored health insurance, the cash-back shall be $300 per month.

c. Effective January 1, 2007, for employees who waive City-sponsored health insurance, the cash-back limit shall be $275 per month.

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

e. Effective January 1, 2006, the cash-back for new hires who waive City-sponsored health insurance shall be limited to $200 per month.

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

8.6 LIFE INSURANCE

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

8.7 UNION REPORTING

The Union agrees to furnish to the City, on request, information on each employee's enrollment in union-sponsored insurance to which the City contribution under subsection 8.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such

information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.

8.8 FLEXIBLE SPENDING ACCOUNTS

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

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

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

c. Dependent care reimbursement.

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

8.9 RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

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

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

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

b. Employees Retiring On or After July 1, 1992

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Industrial Disabled or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivors will be entitled to one hundred percent (100%) of the City-paid health insurance contribution and dental benefit for retirees regardless of years of service.

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

No employee or retiree shall have any rights provided by this Section 8.9 after the expiration of this Agreement.

## ARTICLE 9
## LEAVES

### 9.1 HOLIDAY BENEFITS

a. The existing work schedule for employees on a four on/two off/five on/two off shift, provides for sixty-four (64) hours of recognized holiday benefits. Employees on this shift schedule, in lieu of other recognized holidays, shall be credited with an additional recognized holiday credit at the end of each calendar year of fifty (50) hours. Holiday credit may be taken as holiday time off or paid at the straight-time hourly rate, based on employee preference and operational needs.

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

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

c. Eligibility

(1) To be eligible for holiday pay, the employee shall work his/her last scheduled shift before the recognized holiday and his/her first scheduled shift after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave or compensating time off on either or both of these workdays.

(2) A part-time career employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

| Number of Recognized Holidays in the Workweek | Minimum Number of Paid Hours in the Workweek | |
|---|---|---|
| | 50% Benefit | 100% Benefit |
| 0.5 | 18 | 28.8 |
| 1.0 | 16 | 25.6 |
| 1.5 | 14 | 22.4 |
| 2.0 | 12 | 19.2 |

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

d. Monday-Friday Schedule

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

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

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

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

e. Weekend Schedule

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

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

(2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.

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

f. Accrual of Leaves Over 24 Pay Periods

The accrual of leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Leave accrual rates for each pay period in which accrual occurs shall be as specified in Sections 9.1(i), 9.2, and 9.3 below.

g. Holiday Credit Accumulation

The maximum holiday credit accumulation is seven (7) days (56 hours). Any amount over fifty six (56) hours shall be paid to the employee in cash. Holiday credit may be taken by the employee at the discretion of the Department Head.

h. Consecutive Christmas' or Thanksgiving Days

(1) If an employee, within the same permanent job classification, works on three (3) consecutive Christmas Days or three (3) consecutive Thanksgiving Days, such employee shall receive holiday pay plus time and one-half (1-1/2) for all hours worked on the holiday plus eight (8) hours holiday credit for working the third consecutive Christmas Day or Thanksgiving Day. An employee must notify his/her Superintendent that he/she is scheduled to work three (3) consecutive Christmas Days or Thanksgiving Days, a minimum of forty-five (45) calendar days prior to such third consecutive Christmas Day or Thanksgiving Day to be eligible for the above-stated benefit.

(2) To avoid payment of the above-stated benefit, the City shall have the right to reschedule one of the employee's regularly scheduled days off for the third consecutive Thanksgiving or Christmas. Considering the request of the employee, the regular days off to be rescheduled shall be one of the employee's two (2) consecutive days off immediately preceding or immediately following the applicable holiday. Once the forty-five (45) day notice is given, the City shall have the right to reschedule the employee. If the employee does not give the forty-five (45) day notice he/she is not eligible for the extra compensation but may give the required notice if scheduled to wo rk a fourth consecutive Thanksgiving or Christmas. The employee who gives the forty-five (45) day notice and is rescheduled must begin the consecutive Thanksgiving or Christmas count over again.

i. Floating Holidays

(1) Accrual

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

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

(ii) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.

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

(2) Administration

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

(b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

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

j. Christmas Eve and New Year's Eve Holidays

In the event an eligible employee cannot be scheduled off the last four (4) hours of the work shift, or applicable pro-ration for part-time employees, on the two (2) four-hour recognized holidays before Christmas and New Year's, the holidays shall be observed as a single holiday, at the discretion of the City, on Christmas Eve or New Year's Eve.

9.2 VACATION

a. Vacation Leave Accrual

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

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

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

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

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested.

c. Employees shall submit a written request on or before May 1 of each year to receive priority for the vacation period desired. Vacations will be assigned on a "first come, first served" basis as work schedules permit. In the event two (2) employees request the same vacation period simultaneously, the conflict will be resolved in favor of the employee with the greater seniority within the current classification. In case of a tie, the vacation preference of the employee with the greatest City service seniority shall prevail. Seniority shall be exercised only once by each employee in each successive choice of vacation periods. Requests for vacation after May 1 will be granted only where vacancies exist or manpower requirements permit. Employees may request vacations of any duration, which may be granted with the approval of the Department Head. The supervisor may approve any vacation request which is not submitted in writing at least twenty-four (24) hours prior to the requested vacation period.

d. Non-career employees shall be eligible to request vacation after career employees have done so.

e. Employees shall be entitled to carry over one week of their accrued vacation into the following calendar year; carry-over of two (2) weeks or more of vacation will be permitted only with approval of the Plant Superintendent. In the event an employee is not permitted to take all of the vacation to which the employee is entitled in a calendar year, the employee shall be permitted to carry-over the unused portion into the following calendar year. The amount of vacation time carried over shall not exceed the total amount of vacation the employee earned in the preceding calendar year.

## 9.3 SICK LEAVE

a. Accrual

(1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee who while on vacation is bedridden for three (3) or more days, or hospitalized for one or more days, due to illness or injury may have such days charged to accrued sick leave provided the employee submits appropriate written verification from the treating doctor or the hospital in which he/she was confined.

(3) An employee in active service of the City eligible to accumulate sick leave credits shall in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

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

b. Sick Leave Cash-Out

Upon termination of any employee eligible to accumulate sick leave credits, with more than twenty (20) years of City service, for reasons of retirement, resignation, layoff, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death, or to apply the total sick leave balance to service credit pursuant to the PERS contract with the City. No employee whose services are terminated by reason of discharge for cause, shall be eligible for payment of any portion of accumulated sick leave credits. Employees hired on or after January 1, 2005 shall not be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

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

d. Utilization of Sick Leave

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

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

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

9.4 COURT LEAVE

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

b. A swing shift or graveyard shift employee shall notify the supervisor, whenever possible, well in advance of the expected date(s) of court appearance or jury duty. The supervisor, when notified in advance, shall change the employee's shift from swing or graveyard to a day shift for the day(s) court appearance or for duration of jury duty. Employees shifts shall be changed to a "day shift" only for days on which the courts are in session. The regularly assigned days of work shall remain the same.

c. If the swing or graveyard shift employee serves in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor so he/she will be excused from the remaining day shift. If the employee is in court or on jury duty less than one-half of the day shift, the employee will be required to return to work.

d. A graveyard shift employee may request to take off the shift after the court leave and use accrued vacation or other leave accruals to cover the shift.

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

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

9.5 PARENTAL LEAVE

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

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

(2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.

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

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

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

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

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

9.6 CATASTROPHIC LEAVE PLAN

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

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

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

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

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

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.

g. To be eligible to use donations, an employee must:

(1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;

(2) have exhausted all usable balances, including sick leave;

(3) be on an approved leave of absence.

h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

(1) All leave balances, including both donated and accrued leave, are exhausted; or

(2) The employee returns to work at his/her normal work schedule; or

(3) The employee's employment terminates.

i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

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

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

9.7 PERSONAL LEAVE

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

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

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

d. 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 fiscal year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

9.8 BEREAVEMENT LEAVE

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

## ARTICLE 10
## SPECIAL ALLOWANCES

10.1 STANDBY ASSIGNMENTS

a. Employees who are required to remain on standby for emergency work shall be paid $175 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay.

b. Effective June 23, 2007, the standby rate will increase to $189 per week.

c. Effective June 20, 2009, the standby rate will increase to $210 per week.

d. Employees who are on standby assignment on New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

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

f. Employees who are required to use their personal vehicle to respond to a call out will be reimbursed the IRS rate for mileage.

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

## 10.2 CALL-BACK/CALL-IN PAY

a. An employee who has completed his/her regular shift and has left City premises and is called back to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half.

b. Provided, however, that this shall not apply to an employee who is requested to report early for his/her assigned shift, i.e., who is ordered to report for duty earlier than the scheduled time for the commencement of his/her shift, and who continues on duty for his/her scheduled shift. An employee who is called to work early in this manner without sixteen (16) hours prior notification shall receive a minimum of one hour's pay at the overtime rate of time and one-half, and shall be allowed to complete his/her regular shift.

c. In the event an employee is required by the City to work extended overtime hours which do not allow the employee to obtain a minimum opportunity to recuperate prior to beginning his/her next regularly scheduled work shift, and the employee's supervisor agrees that the employee would be in unfit condition to begin work as scheduled, the supervisor shall grant the employee reasonable recuperation time, with no loss of pay, prior to reporting for work. It is recognized that the City's ability to allow such recuperation time may be limited by the circumstances and/or conditions which necessitated the original extended overtime hours.

## 10.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned in writing to a higher classification shall be compensated for the duration of the out-of- classification assignment by the payment of five (5) percent of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 3/A, as applicable, of the higher classification, whichever

is greater, but not to exceed Step 10/E of the higher classification. The assignment may be confirmed in writing at a later time.

b. Temporary work in a higher classification shall first be offered to career employees. If no career employee desires the temporary work in a higher classification said assignment may then be offered to a non-career employee.

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

d. When such a temporary assignment to a higher classification is to be filled by an employee, the City shall, whenever practicable, distribute such temporary assignments evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

## 10.4 SHIFT DIFFERENTIAL

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

b. Notwithstanding the above, the Relief Plant Operators and the relief operator at Sump Two who are assigned the regular rotating shifts shall be eligible to receive the five percent (5%) shift differential for all regular shifts worked while on the relief schedule.

## 10.5 TUITION REIMBURSEMENT

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

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

## 10.6 CONTINUING EDUCATION

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

b. When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the employee may request that the Department approve and pay for the training and allow the employee

to attend on City time. Upon approval, the City shall reimburse the employee upon obtaining the continuing education units. Such request shall not be unreasonably denied.

## 10.7 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that employees maintain licenses and/or certifications required by federal, state or local government law, the City agrees to pay the cost of licenses and/or certifications required in the water treatment and waste water treatment operations. This Section shall not apply to driver licenses.

## 10.8 CERTIFICATE INCENTIVES

a. The following incentive certificate pay shall be paid to eligible employees in the classification of Junior Plant Operator, Plant Operator, and Senior Plant Operator and shall be administered as follows:

(1) An eligible employee is an employee who possesses a current California State Certified Water Treatment and/or Waste Water Operators certificate above the minimum requirements set by state regulation for performing duties and responsibilities as a Plant Operator.

(2) An eligible employee shall be paid the incentive pay for the highest level water treatment or waste water certificate maintained. Incentive pay shall not be cumulative.

(3) The incentive pay shall be paid as follows:

| | |
|---|---|
| Category "2" | $150.00 per month |
| Category "3" | $300.00 per month |
| Category "4" | $450.00 per month |
| Category "5" | $600.00 per month |

(4) An employee who is required to maintain, or who obtains for City benefit, a crane operator license shall receive a biweekly certification pay of fifteen dollars ($15).

b. Where applicable, employees in the classification of Stationary Engineer and Senior Stationary Engineer who possess and maintain the following certificates, which are not minimum qualification requirements, will receive certificate incentive pay as follows:

(1) HVAC Electrical Plumbing; steam boiler systems operation and maintenance; heating system specialist; hydronic systems; programmable direct digitial control systems; asbestos abatement; and/or Forklift Operator.

(a) "HVAC" certificate shall mean an employee who possesses and maintains a "Universal" certificate.

(b) Programmable Direct Digital Control (PDDC) certificate shall mean certification by Yamas Computer Systems and/or Johnson Computer Systems.

(2) Eligible employees shall be paid incentive pay at the flat dollar rate of $25.00 per certificate per month for a maximum of $100.00 per month.

c. Where applicable, employees in the classification of Stationary Engineer and Senior Stationary Engineer who possess and maintain certificates required by the Department Head, or his/her designee, which are not minimum qualification requirements, shall be eligible to receive Programmable Building Energy Management Control System certificate incentive pay as follows:

(1) Effective January 1, 2006, eligible employees shall be paid incentive pay at the flat dollar rate of $180.00 per month.

(2) Effective June 24, 2006, employees shall be paid incentive pay at the flat dollar rate of $200.00 per month.

(3) Effective June 23, 2007, employees shall be paid incentive pay at the flat dollar rate of $350.00 per month.

(4) Effective June 21, 2008, employees shall be paid incentive pay at the flat dollar rate of $425.00 per month.

## ARTICLE 11
## HOURS OF WORK

### 11.1 WORK SCHEDULE

a. The workweek shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. Except for employees on the four on/two off/five on/two off work schedule, the normal workweek for full-time career employees shall consist of forty (40) hours of work. The normal workday for full-time career employees shall consist of eight (8), nine (9), or ten (10) working hours and begin at 12:01 a.m. and end at 12:00 midnight daily.

b. The existing work schedule of four (4) consecutive days on/two (2) consecutive days off/five (5) consecutive days on/two (2) consecutive days off, for employees assigned to Waste Water and Water Treatment Plants shall continue. The existing work schedule of five (5) consecutive days on/two (2) consecutive days off for all other employees in the Plant Operator Unit shall be continued. All employees shall have a regular starting and stopping time. Stationary Engineers shall not have permanent rotating shifts.

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

d. Every employee shall have a regular lunch period of not less than thirty (30) minutes nor more than one hour which shall be scheduled generally in the middle of the work shift. If any employee is required to remain at his/her workstation in a plant during his/her lunch period, he/she shall be considered as having worked eight (8) consecutive hours at the regular rate of pay and any time worked over eight (8) hours shall be compensated at the overtime rate of time and one-half.

e. Employees shall be given seven (7) days prior notice to any permanent change in scheduled shifts. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

f. However, if an employee's shift is changed more than three (3) times in one calendar month, excluding overtime situations, the employee shall be paid at the overtime rate for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period.

g. This Section shall apply to non-career employees only to the extent that non-career employees with a permanent shift schedule shall be given seven (7) days prior notice of any permanent changes in scheduled shifts. If a non-career employee's shift or days off are changed without the above notification he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

## 11.2 OVERTIME AND COMPENSATING TIME OFF

a. All employees shall have a regular starting and stopping time. All work required to be performed before or after the regularly scheduled hours shall be compensated at the overtime rate of time and one-half. All time required to be worked in excess of eight (8) hours in any one day shall constitute overtime and shall be compensated for at the rate of time and one-half. All time required to be worked on a scheduled day off shall be compensated at the overtime rate of time and one-half. Employees on a four (4) ten (10) workweek shall be compensated at time and one-half for hours worked over ten (10) in a workday.

b. Overtime pay shall be paid on the next payday following the pay period in which it was earned. Absence with pay shall be counted as time worked.

c. Overtime shall be distributed evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

d. Employees shall be entitled to overtime compensation or compensating time off at the employer's option. Considering the request of the employee, the determination of additional pay or time off for overtime compensation shall be made by the Department Head.

e. Both the cash payment and the compensating time off shall be computed at the rate of time and one-half (1-1/2) the number of overtime hours worked. Any compensating time off must be approved by the employee's Department Head.

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

g. This Section shall apply to non-career employees except that career employees shall be offered overtime prior to non-career employees.

## ARTICLE 12
## LAYOFF

### 12.1 PURPOSE

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

### 12.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority for the reallocated or demoted employee shall be mutually established by the City and the Union at the time of reallocation. Within a regression ladder, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications within the regression ladder, and (2) previous classification seniority in the job classification in which the employee is currently working, and (3) present time spent in the job classification in which the employee is currently working, minus any seniority adjustments.

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

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

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

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

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

(b) Discharge.

(c) Retirement.

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

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

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay (Step 10/E) is less than the top rate of pay (Step 10/E) of the employee's present classification due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder.

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

(1) Senior Plant Operator
Plant Operator
Junior Plant Operator

(2) Senior Stationary Engineer
Stationary Engineer

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

f. Career and Non-Career Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

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

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

(1) The Department of General Services shall be considered a single department.

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

(3) The Departments of Parks and Recreation and Convention, Culture & Leisure Department shall be considered a single department.

No future reorganization shall be construed to change this provision except by mutual agreement of the parties.

12.3 PROCEDURE

a. Non-Career Employees When layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

b. Career Employees

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

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace any employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

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

downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(5) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.

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

12.4 NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

12.5 SALARY IN EVENT OF DOWNGRADE

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

b. If appointed in the lower classification at other than Step 10/E, future salary step adjustment shall be made in accordance with Section 7.2, "Advancement in Rate of Compensation", with time served in the classification from which the downgrade occurred counting toward salary step advancement.

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

d. Salary as referred to in this Article shall be the salary range and respective salary step for the affected classification as set forth in Exhibit A to this Agreement.

## 12.6 FRINGE BENEFITS

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

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans for a period up to six (6) months by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

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

## 12.7 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of their downgrade or layoff. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with the employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification to which provisional or probationary status was held at the time of layoff or downgrade. Provisional or probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other qualifications of the classification to which he/she is being recalled, that existed at the time of layoff/displacement.

12.8 LAYOFF REOPENER

The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

## ARTICLE 13
## DISCIPLINE

13.1 DISCIPLINE

a. For non-career employees in career classifications and those not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Appeals of discipline filed prior to January 13, 2001, shall continue to be processed under Civil Service Board Rule 12. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

b. Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure. However, disciplinary action shall be grievable for non-career Stationary Engineer and Senior Stationary Engineer employees who have worked in excess of 1,040 hours since their last date of hire. Disciplinary action shall be grievable for non-career Junior Plant Operator, Plant Operator, and Senior Plant Operator employees who have worked in excess of 2,080 hours since their last date of hire. Hours worked as a Career Development Trainee shall not count toward the 1,040 or 2,080 hours needed to qualify to appeal discipline.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working 1,040 hours or 2,080 hours, whichever is applicable, without right of appeal. Such release shall be confirmed in writing.

13.2 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 27, 1990, shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of Labor Relations. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

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

## 13.3 IN-LIEU DISCIPLINE

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

## 13.4 DISCIPLINE APPEAL HEARING PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 14
## SAFETY SHOES AND SAFETY GLASSES

### 14.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment pursuant to required safety rules and regulations, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of $175.00 per pair, or up to a maximum of $225.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pair of safety shoes at the same time.

b. All employees falling outside the coverage of subsection (a) above shall also be required to wear safety shoes as a condition of employment. The City will reimburse these employees for the cost of an acceptable safety shoe up to a maximum of $175.00 per pair, or up to a maximum of $225.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time.

c. Effective June 21, 2008, the maximum for safety shoes shall be increased to $200.00 and $250.00, respectively.

d. To be eligible for the reimbursement as stated in subsections (a) and (b) above, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

e. The City maintains the right to specify the type of required safety shoes.

14.2 SAFETY GLASSES

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

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

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

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

14.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

## ARTICLE 15
## UNIFORMS

15.1 UNIFORMS

a. The City agrees to provide uniforms for employees who are required to wear uniforms.

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

c. During the summer months of June, July and August, employees in the classifications of Junior Plant Operator, Plant Operator, and Senior Plant Operator, who are required to wear a uniform shall be provided with clean orange, blue, or tan T-shirts on a 5-5-1 basis. The T-shirts are in lieu of the currently provided shirts.

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

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

15.2 FOUL WEATHER JACKET

a. Employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

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

## ARTICLE 16
## MISCELLANEOUS

16.1 SAFETY

Employees shall not perform work alone in any plant on swing or graveyard shift where another employee is not within easy access to assist or obtain assistance should such employees working alone sustain an injury or become seriously ill.

16.2 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

b. Other Bus Transportation

Effective December 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

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

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

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

16.3 SELECTION OF VACANCIES

a. When a permanent vacancy occurs in a particular job assignment, employees holding permanent status in the classification in which the vacancy arises may request to be reassigned to such vacancy. Such employees who possess those skills and abilities required for the position shall be given preference over those individuals appointed from an eligible list. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule. If both of these considerations are found to be equal by the appointing authority, classification seniority will be the determining factor. For employees in the classifications of Senior Stationary Engineer and Stationary Engineer, vacancy selection preference pertains to permanent vacancies within an employee's own department. When a vacancy occurs in other departments, an employee may submit transfer requests as provided by the Civil Service Board Rules and Regulations.

b. When a permanent vacancy occurs due to retirement, death, demotion, resignation, promotion, or termination, a notice of such vacancy shall be posted seven (7) calendar days prior to the regular filling of said vacancy. The notice shall include the shift and work location of the vacancy. The notice of vacancy for Plant Operators shall be posted at the Sacramento Water Treatment Plant, the Fairbairn Water Treatment Plant, Sump 2, at the Well Crew Dispersal Site, and 35th Avenue. The notice of vacancy for Stationary Engineers and Senior Stationary Engineers shall be posted in those departments where employees in the affected classification are employed.

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

d. This Section shall not apply to non-career employees.

## 16.4 STRIKES AND LOCKOUTS

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

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

## 16.5 SAVINGS CLAUSE

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

## 16.6 EMPLOYEE PERFORMANCE APPRAISALS

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

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

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

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

c. Appeals of employee performance evaluations are not subject to the grievance procedure.

## 16.7 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period for Stationary Engineer and Senior Stationary Engineer shall be one thousand forty (1,040) hours worked. The trial period for Junior Plant Operator, Plant Operator, and Senior Plant Operator shall be a three hundred sixty-five (365) calendar day period beginning with the first day the employee reports to work or until the employee has worked two thousand eighty (2,080) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

16.8 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

(1) Lump sum payment by the employee;

(2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

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

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

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

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

16.9 COMMERCIAL DRIVER LICENSE

Effective July 1, 1995, or upon individual renewal, whichever occurs first, each employee whose job assignment requires him/her to operate, drive, or maintain a commercial motor vehicle shall possess a valid commercial California driver license and endorsements as follows:

| Classification | Required License | Endorsements |
|---|---|---|
| Junior Plant Operator | A:MSA; B:MSA (1) and (2) | Tank Vehicle & Hazardous Materials |
| Plant Operator | A:MSA; B:MSA (1) and (2) | Tank Vehicle & Hazardous Materials |
| Senior Plant Operator | A:D; B:D (1) and (2) | Tank Vehicle & Hazardous Materials |

(1) License must not have an air brake restriction
(2) Management will determine on a case-by-case basis if the license must have a manual transmission endorsement.

If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements is mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments. Such mandated assignments shall be by inverse order of classification seniority beginning with the employee with the least amount of classification seniority.

## 16.10 PERS RETIREMENT PLAN AND CONTRIBUTION

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

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

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

## 16.11 VOLUNTARY WORK FURLOUGH PROGRAM

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

16.12 MODIFIED/ALTERNATIVE DUTY POLICY

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

16.13 PROBATIONARY PERIOD

a. All Stationary Engineers shall serve an initial probationary period of six (6) months.

b. All Junior Plant Operator, Plant Operator, and Senior Plant Operator employees hired on or after December 30, 2000 shall serve an initial probationary period of one year.

c. An employee serving a probationary period shall receive a minimum of three (3) written performance appraisals, based on evaluations conducted at four (4), eight (8), and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.

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

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

16.14 TERM

a. This Agreement shall remain in full force and effect from November 26, 2005, to and including June 18, 2010.

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

DATED: November 14, 2005

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

BY:_____
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

CITY OF SACRAMENTO

BY:_____
DEE CONTRERAS
DIRECTOR OF LABOR RELATIONS

BY: _____
JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

BY: _____
VERONICA BUSBY
CHIEF NEGOTIATOR

_____
MARCIA MOONEY
BUSINESS REPRESENTATIVE

_____
LISA HUTCHIN
LABOR RELATIONS OFFICER

_____
DANA LAFFERIERE
NEGOTIATING COMMITTEE MEMBER

_____
MIKE YEE
NEGOTIATING COMMITTEE MEMBER

_____
JANICE SCOTT
NEGOTIATING COMMITTEE MEMBER

_____
DAVE HANSEN
NEGOTIATING COMMITTEE MEMBER

_____
THURMAN JONES
NEGOTIATING COMMITTEE MEMBER

_____
TINA McCARTY
NEGOTIATING COMMITTEE MEMBER

_____
JAY BROADLEY
NEGOTIATING COMMITTEE MEMBER

# SALARY SCHEDULES UNAVAILABLE AT TIME OF PRINT

# RESOLUTION NO. 2005-843

Adopted by the Sacramento City Council

November 22, 2005

## APPROVING THE LABOR AGREEMENT COVERING THE PLANT OPERATOR UNIT

**BACKGROUND**

A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with Stationary Engineers, Local 39 which is the recognized employee organization for employees in the Plant Operator Unit.

B. The parties have reached an agreement on the terms and conditions of employment for employees in these Units which are included in the Agreement dated November 26, 2005 which is attached as Exhibit A.

C. The terms of the Agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City and the community by continuing positive labor relations.

D. The general fund budget cost of the five-year Agreement is $0.4 million and the other funds total $3.9 million.

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

E. Section 1. The Labor Agreement covering the Plant Operator Unit is adopted effective November 26, 2005.

Section 2. The Fiscal Year 2005-2006 Budget is amended to implement the labor costs included in the Agreement.

**Table of Contents**:

F. Exhibit A: The 2005-2010 Labor Agreement Covering the Plant Operator Unit – 56 pages

Adopted by the City of Sacramento City Council on November 22, 2005 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, Pannell, Sheedy, Tretheway; Waters and Mayor Fargo.

Noes: None

Abstain: None

Absent: Councilmember McCarty.

Mayor Heather Fargo

Attest:

Shirley Concolino, City ClerK