REPORT TO COUNCIL
City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

STAFF REPORT
November 29, 2005

Honorable Mayor and
Members of the City Council

Subject: Adoption of the Labor Agreement in the Building Trades and Craft Unit

Location/Council District: Citywide

Recommendation:

Adopt a resolution: 1) approving the collective bargaining agreement covering 79 employees in the Building Trades and Craft Unit, and 2) authorizing budget approval for the five-year contract totaling $7.8 million in labor costs and associated benefits.

Contact: Dee Contreras, Director of Labor Relations, 808-5424; Shawn Hadnot, Labor Relations Officer, 808-5424

Presenter: Shawn Hadnot, Labor Relations Officer

Department: Office of Labor Relations
Division: Not applicable
Organization No.: 1610

Summary:

The City reached a tentative agreement with the Sacramento-Sierra Building and Construction Trades Council on a new five-year agreement covering 79 employees in the Building Trades and Craft Unit for the period November 22, 2005 to June 18, 2010. The tentative agreement has been ratified by the Union membership. The major features of the agreement are:

1. Economic Improvements

   a) First Year: Fiscal Year 2005-06

      1) Effective June 25, 2005, salaries will increase by 4%.

      2) Effective June 25, 2005, equity adjustments will be implemented as follows: 3% for Machinist Supervisor; 2% for Electrician Supervisor, Blacksmith Welder, Machinist, Machinist Helper, and Stagehand I and II; and 1% for Electrician.

3) Effective December 1, 2005, the City monthly health and welfare contribution will increase to $600 for employees with one insured dependent and to $790 for employees with two or more insured dependents.

4) Effective December 24, 2005, a general equity adjustment of 1% will be applied to all classifications.

5) Effective January 1, 2006, the City monthly health and welfare contribution will increase to $640 for employees with one insured dependent and to $830 for employees with two or more insured dependents.

b) Second Year: Fiscal Year 2006-07

1) Effective June 24, 2006, salaries will increase by 4%.

2) Effective June 24, 2006, equity adjustments will be implemented as follows: 2% for Electrician Supervisor, Machinist, Machinist Helper, and Machinist Supervisor; and 1% for Blacksmith Welder, Electrician, and Stagehand I and II.

3) Effective December 23, 2006, a general equity adjustment of 1% will be applied to all classifications.

4) Effective January 1, 2007, the City monthly health and welfare contribution will increase to $680 for employees with one insured dependent and to $880 for employees with two or more insured dependents.

c) Third Year: Fiscal Year 2007-08

a. Effective June 23, 2007, salaries will increase by 4%.

2) Effective June 23, 2007, equity adjustments will be implemented as follows: 1% for Electrician Supervisor, and Electrician, Machinist, Machinist Helper, and Machinist Supervisor, Blacksmith Welder, and Stagehand I and II.

3) Effective January 1, 2008, the City's monthly health and welfare contribution will increase to $730 for employees with one insured dependent and to $920 for employees with two or more insured dependents.

d) Fourth Year: Fiscal Year 2008-09

1) Effective June 21, 2008, salaries will increase by 4%.

2) Effective June 21, 2008, equity adjustments will be implemented as follows: 1% for Machinist, Machinist Helper, and Machinist Supervisor.

3) Effective January 1, 2009, the City monthly health and welfare contribution will increase to $800 for employees with one insured dependent and to $1025 for employees with two or more insured dependents.

e) Fifth Year: Fiscal Year 2009-10

1) Effective June 20, 2009, salaries will increase by 4%.

2) Effective January 1, 2010, the City monthly health and welfare contribution will increase to $850 for employees with one insured dependent and to $1200 for employees with two or more insured dependents.

2. **Concessions**

The concessions were agreed to as follows:

a. Cash-back for employees who waive health insurance will be reduced to $200 over a two-year period, beginning January 1, 2006. Cash-back for new employees is limited to $200 per month.

b. Sick leave cash-out is eliminated for new hires and for employees with less than twenty years of City service.

c. New employees will have a twelve (12) month probationary period.

3. **Unit Modification**

The classifications of Street Construction Laborer Trainee, Street Construction Laborer, and Street Construction Equipment Operator are removed from the Building Trades and Craft Unit and are placed in the Operations and Maintenance Unit, and Street Maintenance Supervisor which is placed in the General Supervisory Unit.

Committee/Commission Action: None

Background Information:

Ten collective bargaining agreements between the City of Sacramento and the eight recognized employee organizations expired on June 24, 2005. The provisions of the expired agreements were extended in practice since the date of expiration. The City commenced negotiations with most recognized employee organizations, including the Sacramento-Sierra Building and Construction Trades Council in June 2005. The

tentative agreement with Sacramento-Sierra Building and Construction Trades Council is consistent with the labor settlement strategy adopted by the City Council earlier this year. This agreement is a fair, reasonable, and appropriate settlement reflective of the changing needs and priorities of the City of Sacramento and its employees and is consistent with the City Council goals of maintaining a high quality and dedicated workforce which provides superior customer service to the citizens of the City.

Financial Considerations:

The compounded cost increase for the five-year period is $7.8 million of which $4.1 is from the general fund. The costs are within the current budget resources for fiscal year 2006 and have been projected in the budget for the following years.

Environmental Considerations: Not applicable

Policy Considerations:

Approval of the attached agreement by the Sacramento City Council fulfills the City's legal obligations under the Meyers-Milias-Brown Act, adheres to the City's positive labor-management relations program, and guarantees labor stability to the year 2010.

ESBD Considerations: Not applicable

Submitted by:

Dee Contreras
Director of Labor Relations

Approved by:
Ken Nishimoto
Assistant City Manager

Recommendation Approved:

ROBERT P. THOMAS
City Manager

Table of Contents

Pg 1-4 Report
Pg 5 Resolution
Pg 6-66 Exhibit A

RESOLUTION NO.

Adopted by the Sacramento City Council
November 29, 2005

Approving the Labor Agreement Covering the Building Trades and Craft Unit

BACKGROUND

A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with Sacramento-Sierra Building and Construction Trades Council which is the recognized employee organization for employees in the Building Trades and Craft Unit.

B. The parties have reached an agreement on the terms and conditions of employment for employees in this Unit which is included in the Agreement dated November 10, 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 $7.8 million and the other funds total $3.7 million.

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

Section 1. The Labor Agreement covering Building Trades and Craft Unit is adopted effective November 29, 2005.

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

Section 3. The Building Trades and Craft Unit is modified by removing the classifications of Street Construction Laborer Trainee, Street Construction Laborer, and Street Construction Equipment Operator which are placed in the Operations and Maintenance Unit, and the Street Maintenance Supervisor which is placed in the General Supervisory Unit.

Table of Contents:

Exhibit A: The 2005-2010 Labor Agreement Covering the Building Trades and Craft Unit – 61 pages

Exhibit A

AGREEMENT

BETWEEN

SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

CITY OF SACRAMENTO

2005-2010

TABLE OF CONTENTS

Section | Page

PREAMBLE

ARTICLE 1
RECOGNITION

1.1 Recognition 1
1.2 Employees Covered by this Agreement 1
1.3 Career Development Trainee Classifications 2

ARTICLE 2
SOLE AGREEMENT

2.1 Sole Agreement 2

ARTICLE 3
CITY RIGHTS

3.1 City Rights 2

ARTICLE 4
PAYROLL DEDUCTIONS

4.1 Payroll Deductions 3
4.2 Agency Shop 3

ARTICLE 5
TIME OFF FOR UNION ACTIVITIES

5.1 Time Off for Union Activities 6

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Grievance Procedure 6
6.2 Purpose 6
6.3 Definitions 7
6.4 Step One 7
6.5 Step Two 8
6.6 Step Three 8
6.7 Arbitration 8
6.8 Witnesses 9

Section | Page

ARTICLE 7
SALARY ADJUSTMENTS

7.1 2005-2006 Salaries 9
7.2 2006-2007 Salaries 9
7.3 2007-2008 Salaries 9
7.4 2008-2009 Salaries 9
7.5 2009-2010 Salaries 9
7.6 General Equities 10
7.7 Classification Equities 10
7.8 Salary Range 10

ARTICLE 8
SALARY ADMINISTRATION

8.1 Original Appointment Compensation Rate 11
8.2 Advancement in Rate of Compensation 11
8.3 Effect of Classification Change on Rate of Compensation 13
8.4 Effect of Change of Salary Range Upon Compensation 13
8.5 Rate of Compensation Upon Return to City Service 13
8.6 Temporary Work in Higher Classification 14
8.7 Rates Higher Than Step 10/E (Y-Rate) 14
8.8 Salary Continuation for Absences of Less Than One Work Day 14
8.9 Longevity Pay 14

ARTICLE 9
HEALTH AND WELFARE

9.1 Contribution to Full-Time and Part-Time Career Employees 16
9.2 Contribution to Non-Career Employees 16
9.3 Amount of Contribution 17
9.4 Covered Dependents 18
9.5 Cash-Back Limits 18
9.6 Life Insurance 19
9.7 Union Reporting 19
9.8 Flexible Spending Accounts 19
9.9 Retirees or Survivor Dependents 19

Section | Page

ARTICLE 10
HOURS OF WORK

10.1 Workday, Workweek 22
10.2 Rest Periods 22
10.3 Voluntary Work Furlough Program 22

ARTICLE 11
OVERTIME/COMPENSATING TIME OFF

11.1 Overtime/Compensating Time Off 23

ARTICLE 12
SPECIAL ALLOWANCES

12.1 Tool Allowance 23
12.2 Tool Insurance 24
12.3 Pneumatic and Battery Tool Repair 25
12.4 On-Call Pay 25
12.5 Call-Back Pay 26
12.6 Night-Shift Premium Pay 26
12.7 Tuition Reimbursement 26
12.8 Required Licenses and Certifications 26
12.9 Continuing Education 26
12.10 Certificate Incentives 27

ARTICLE 13
STAGEHANDS

13.1 Shift Changes 28

ARTICLE 14
LEAVES

14.1 Holidays 28
14.2 Vacation 31
14.3 Sick Leave 32
14.4 Parental Leave 33
14.5 Catastrophic Leave Plan 34
14.6 Court Leave 35
14.7 Personal Leave 36
14.8 Bereavement Leave 36

Section | Page

ARTICLE 15
SAFETY SHOES AND SAFETY GLASSES

15.1 Safety 36
15.2 Safety Shoes 37
15.3 Safety Glasses 37
15.4 Damage to Prescription Safety Glasses 37

ARTICLE 16
LAYOFF

16.1 Purpose 38
16.2 Definitions 38
16.3 Procedure 40
16.4 Salary in Event of Downgrade 42
16.5 Fringe Benefits 42
16.6 Recall 43
16.7 General 44

ARTICLE 17
DISCIPLINE

17.1 Letter of Reprimand 44
17.2 In-Lieu Discipline 44

ARTICLE 18
UNIFORMS

18.1 Uniforms 44

ARTICLE 19
MISCELLANEOUS

19.1 New or Revised Job Classifications 46
19.2 Selection of Vacancies 46
19.3 Accident Review Board in Street Division 47
19.4 Driver License Requirements 47
19.5 Contracting Out 47
19.6 Savings Clause 47

Section | Page

ARTICLE 19
MISCELLANEOUS
(Contd.)

19.7 Payroll Errors 48
19.8 Trial Period 48
19.9 Modified/Alternative Duty Policy 49
19.10 PERS Retirement Plan and Contribution 49
19.11 Emergency Response 49
19.12 Transportation 49
19.13 Probationary Period 50
19.14 Term 51

EXHIBIT A
EXHIBIT A-1
EXHIBIT A-2
EXHIBIT A-3
EXHIBIT A-4
EXHIBIT A-5
EXHIBIT A-6
EXHIBIT B

PREAMBLE

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

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

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Building Trades and Craft 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 following terms are defined as used throughout this Agreement:

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

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

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

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

1.3 CAREER DEVELOPMENT TRAINEE CLASSIFICATIONS

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, step of the salary range of the career classification, as shown in Exhibit B. (For example, if the "A" step hourly rate of pay is $8.23 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be $8.23 minus $.823 or $7.407.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

ARTICLE 2
SOLE AGREEMENT

2.1 SOLE AGREEMENT

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

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Council. 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, among others, 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;

(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
PAYROLL DEDUCTIONS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance premiums under plans to which the City is a contracting party, the City agrees to deduct insurance premiums for plans to which the City is not a contracting party for employees in the Unit, provided such employees request and authorize such deduction or deductions to be made from their paychecks, subject to the following conditions:

(1) Such deduction shall be made pursuant to the terms and conditions in the authorization form attached hereto as Exhibit "B".

(2) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources of the said authorization form duly completed and executed by the employee and by a duly authorized officer of the Council where called for.

b. Payroll deductions for payments to the Golden One Credit Union (a wholly independent entity) shall be provided to employees in the Building Trades and Craft Unit subject to the terms and conditions of this Article if and when such is provided to any other employees of the City.

4.2 AGENCY SHOP

The Council shall hold an agency shop election within ninety (90) days of adoption of the Agreement by the City Council. If approved by the employees in the Building Trades and Craft Unit, the following provisions will apply:

a. <u>General</u>

(1) As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Council or pay an agency shop service fee to the Council in an amount determined as set forth in subsection (b) below.

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

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

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Council's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Council shall exclude expenditures for members-only benefits and Council 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 Council, and the City shall not be a party to the dispute.

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

c. Religious Objection

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

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

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

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

(2) The Council 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 Council 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 Council 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 Council. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

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

ARTICLE 5
TIME OFF FOR UNION ACTIVITIES

5.1 TIME OFF FOR UNION ACTIVITIES

The Council shall be provided a total of twenty-six (26) hours per year paid for by the City for participating in Council activities not prohibited by law. Such time off may be utilized by career employees who are members of the Council for the purposes of meeting with other employee organizations, executive boards or membership meetings, administering benefit programs on behalf of Council members; and for participating in grievance or disciplinary proceedings involving the Council or its members.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 GRIEVANCE PROCEDURE

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

6.2 PURPOSE

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

b. The purposes of this procedure are:

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

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

6.3 DEFINITIONS

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

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

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

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

6.4 STEP ONE

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

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

(2) The remedy or correction requested of the City.

(3) The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Division Head.

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

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

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

6.5 STEP TWO

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

6.6 STEP THREE

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

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

6.7 ARBITRATION

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

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

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

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

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

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

g. No matter shall be considered as a grievance under this Article unless it is presented in writing within sixty (60) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the sixty (60) day time limit for filing grievances may be extended.

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

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

6.8 WITNESSES

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

ARTICLE 7
SALARY ADJUSTMENTS

7.1 2005-2006 SALARIES

Except as provided herein, effective June 25, 2005, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%), and are set forth in Exhibit A.

7.2 2006-2007 SALARIES

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

7.3 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-3.

7.4 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.

7.5 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.

7.6 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-2.

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-4.

7.7 CLASSIFICATION EQUITIES

a. Effective June 25, 2005, the salary for the classifications below shall be adjusted as follows:

3% for Machinist Supervisor
2% for Electrician Supervisor, Blacksmith Welder, Machinist, Machinist Helper, Stagehand I and Stagehand II
1% for Electrician

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

2% for Machinist Supervisor, Machinist and Machinist Helper
1% for Blacksmith Welder, Stagehand I, Stagehand II, Electrician and Electrician Supervisor

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

1% for Machinist Supervisor, Blacksmith Welder, Machinist, Machinist Helper, Stagehand I, Stagehand II, Electrician and Electrician Supervisor

d. Effective June 22, 2008, salary ranges for the classifications below shall be adjusted as follows:

1% for Machinist Supervisor, Machinist and Machinist Helper

7.8 SALARY RANGE

Employees hired on October 14, 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 8
SALARY ADMINISTRATION

8.1 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.

8.2 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. (This subsection shall not apply to non-career employees.)

(2) An employee in a classification 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.

(3) 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.

b. Denial of Step Increase and Reduction In-Grade

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

c. Effective Date of Step Increases/Payroll Changes

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for a pay increase, which bi-weekly pay period shall

begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

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

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

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

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

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

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

8.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step 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.

8.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

8.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

8.6 TEMPORARY WORK IN HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned in writing to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 3/A, as applicable, of the higher classification, whichever is greater, but not to exceed Step 10/E of the higher classification.

8.7 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.

8.8 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

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

8.9 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 pa y which would have been paid in the July

following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.

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

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

ARTICLE 9
HEALTH AND WELFARE

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

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

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one 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.

9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical 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.

9.3 AMOUNT OF CONTRIBUTION

a. For full-time employees hired prior to October 14, 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 after October 14, 1995, with less than five (5) years of 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 9.2(a).

9.4 COVERED DEPENDENTS

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

b. The definition of dependent child for purposes of health 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.

9.5 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 October 14, 1995, who waive City-sponsored health insurance, the cash-back limit shall be $435 per month, and for employees hired on or after October 14, 1995, with less than five years of service, who waive City-sponsored health insurance, the cash-back shall be $300 per month.

b. Effective January 1, 2006, for employees hired before October 14, 1995, who waive City-sponsored health insurance, the cash-back limit shall be $350 per month, and for employees hired on or after October 14, 1995, with less than five years of service, who waive City-sponsored health insurance, the cash-back shall be $300 per month.

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

d. Effective January 1, 2008, for employees who waive City-sponsored health insurance, the cash-back 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 9.2(a).

9.6 LIFE INSURANCE

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

9.7 UNION REPORTING

The Council 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 9.1(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.

9.8 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 9.8(b) and (c).

9.9 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 be minimum age 50.

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Industrial Disabled or Death in Line of Duty Survivors

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

e. Survivor Dependents Benefits

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

f. Medicare Supplement

In order to maintain eligibility for the City-paid retiree health insurance contribution, each eligible retiree and dependent 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 9.9 after the expiration of this Agreement.

ARTICLE 10
HOURS OF WORK

10.1 WORKDAY, WORKWEEK

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

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a 9-80 workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the Council thirty (30) days in advance of implementation of the four (4) ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Council.

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

d. Employees shall be given at least five (5) workdays' notice prior to a permanent change in their scheduled hours of work. The notice requirement shall not apply to emergency assignments or changes as a result of absences by other employees. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift. This paragraph applies only to those non-career (+1,040) employees who have a permanent shift schedule. This paragraph does not apply to employees in the classifications of Stagehand I and II.

10.2 REST PERIODS

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

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

c. The City shall notify employees or post in each work location a policy statement regarding when rest periods shall be taken. In the event it is deemed necessary to change an established

rest period within a work organization, notification will be given to the Council prior to implementing such change.

10.3 VOLUNTARY WORK FURLOUGH PROGRAM

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

ARTICLE 11
OVERTIME/COMPENSATING TIME OFF

11.1 OVERTIME/COMPENSATING TIME OFF

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

b. 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.

c. 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.

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

e. In the event an employee transfers or is promoted to another division or department, compensating time off will be paid to the employee in the next full paycheck following the date of transfer or promotion.

ARTICLE 12
SPECIAL ALLOWANCES

12.1 TOOL ALLOWANCE

a. The following classifications will be paid a $30.00 per month tool allowance to be paid on a semi-annual basis: Blacksmith Welder, Machinist, Electrician (Department of Utilities only).

b. Effective July 1, 2008, the tool allowance will be increased to $35.00 per month.

12.2 TOOL INSURANCE

a. The City agrees to provide employees in the classifications of Blacksmith Welder, Machinist, Electrician (Department of Utilities only), insurance on the employee's tools against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for by mysterious disappearance). Tool reimbursement shall be administered as follows:

(1) The supervisor will review the complement of tools and tool inventory kept by an employee in the workplace; the supervisor will notify the employee of tools which are deemed not necessary for the performance of the job; and such tools shall be removed from the workplace.

(2) The employee shall be responsible for providing the supervisor with a current inventory of tools at all times, and no less than once a year. The most recent inventory of tools, reviewed and approved by the supervisor, shall be deemed accurate and complete for purposes of determining the value of a covered loss. The City shall not be liable for any tool(s) not contained in said inventory.

(3) In the event of a covered loss, when the conditions of (1) and (2) above are met, the City shall be responsible for the actual value of all tools on the authorized inventory, less the deductible of fifty dollars ($50).

(4) In the absence of an authorized tool inventory within the current year, or the failure to meet the conditions of (1) and (2) above, the City's insurance liability shall be limited to the actual value of the tools lost, or seven thousand five hundred dollars ($7,500), whichever is less.

(5) It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Section. The Council specifically waives the provisions of Labor Code Section 2802, if applicable, as to such tool losses by the terms of this settlement, and shall not endorse, support or finance a claim by any member of the Council for reimbursement in excess of the limits identified herein.

(6) A complete police report is made regarding the loss.

b. Employees who are assigned temporary work in a higher classification pursuant to Section 8.6 of the Agreement are eligible for tool reimbursement under this Agreement if they meet all of the requirements the same as if they were appointed to the classification.

c. The City shall waive the fifty dollar ($50.00) deductible when an employee's tools are stolen from a tool box attached to a City vehicle provided:

(1) The tools are identified with the employees last or first name, and

(2) The employee completes and signs the City's incident/loss report form.

12.3 PNEUMATIC AND BATTERY TOOL REPAIR

a. The City will repair employee-owned pneumatic and battery powered tools, including battery replacement, which are used in their regular City service. Employees wishing to take advantage of this policy must include their tools on their tool inventory and must register their tools with the Shop Supervisor and receive his/her approval to enter their tool into the program. If it is determined during the course of repair that the repair cost exceeds seventy percent (70%) of the current replacement cost, including sales tax, the employee would be required to procure a new tool. The City shall reimburse the employee for the cost of the new tool, or battery at seventy percent (70%) of the current replacement cost, including sales tax, or the cost of repair of the old tool, whichever is less.

b. Employees wishing to remove one of these tools from the City premises will be required to obtain prior approval from his/her Shop Supervisor. A reinspection will be performed when the tool is brought back and re-entered into the tool repair program.

c. The City will not be responsible for pneumatic tools, battery powered tools, or batteries which are abused, misused, or destroyed while under the above-mentioned program.

12.4 ON-CALL PAY

a. An employee who is required to remain on call 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 assigned as a rain patrol standby crew list members and who accept and respond to the emergency work shall receive the daily prorate standby rate for responding to work. Employees who respond to work shall receive a minimum of two (2) hours pay at the rate of time and one half. The employee shall be required to be available and ready to work for the remainder of the regularly assigned standby period, which normally ends just prior to the regular work hours, following acceptance of work.

e. 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.

f. 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.

12.5 CALL-BACK PAY

An employee not on standby assignment 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.

12.6 NIGHT-SHIFT PREMIUM PAY

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

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

12.7 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.

12.8 REQUIRED LICENSES AND CERTIFICATIONS

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

12.9 CONTINUING EDUCATION

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

When the City provides such training, CEU credit not received through the City shall be the responsibility of the employee. When the City does not provide required CEU training, the

employee may request that the department approve and pay for the training and allow the employee to attend on City time. Such request shall not be unreasonably denied.

12.10 CERTIFICATE INCENTIVES

Effective as soon as possible after November 18, 2000, but no later than December 30, 2000, incentive certificate pay shall be paid to eligible employees in the Unit.

a. An eligible employee is an employee who is required to possess and maintain a current state required license or certificate above the minimum requirements required by the City for performing duties and responsibilities. Incentive pay shall not apply to drivers license.

b. Where the City requires that employees maintain licenses and/or certificates, the Department Head or designee shall consider, on a classification-by-classification basis, reimbursing employees for costs associated with the renewal of such licenses and/or certifications.

c. The incentive pay shall be paid at the flat dollar amount of $30.00 per month for each required current license or certificate.

d. Crane Certification

Employees in the classification of Machinist Helper will receive a five (5%) percent incentive for hours actually worked operating a crane which requires a State of California certification. The employee must maintain and provide a valid copy of their Crane certificate to the department within thirty (30) calendar days of obtaining their certificate in order to begin receiving the incentive.

The Department Head or his/her designee will develop a rotation to assist employees with a crane certification in achieving their one thousand (1,000) hours of crane operation in accordance with State regulations.

The City will determine based on the Department's operational need the number of employees desired to receive a State of California Crane certification, the vendor and/or provider who will provide the training and the cost associated with an employee obtaining this certification.

e. Electrician Certification

Employees in the classification of Electrician, Electrician Lineworker, Senior Electrician and Electrician Supervisor will receive a one hundred twenty-five ($125.00) dollar per month incentive for maintaining a valid State of California Electrician certification. The employee must provide a valid copy of their Electrician certification to the Department within thirty (30) calendar days of receiving their certification in order to begin receiving the incentive.

The City will pay the cost of certification for an employee to receive the State Electrician certification.

f. Water Treatment Grade 2 Certification

Employees in the Department of Utilitie s in the classifications of Machinist, Machinist Helper, and Electrician will receive a one hundred twenty-five ($125.00) dollar per month incentive for maintaining a valid Water Treatment Grade 2 (T-2 water) certification. The employee must maintain and provide a valid copy of their T-2 water certification to the Department within thirty (30) calendar days of receiving the certification in order to begin receiving the incentive.

The City will pay the cost of certification for an employee to receive a T-2 water certification.

ARTICLE 13
STAGEHANDS

This provision shall be applicable only to employees in the classification of Stagehand I and Stagehand II.

13.1 SHIFT CHANGES

If an employee's shift is changed more than three (3) times in one calendar month the employee shall receive overtime at one and one-half (1-1/2) times their regular rate of pay for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period. Provided, however, that the shift change is for four (4) or more hours and the change is at the request of the City.

ARTICLE 14
LEAVES

14.1 HOLIDAYS

a. The following shall be the recognized holidays for all employees covered 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

Holiday	Date
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. An employee who is scheduled to work on a holiday shall receive holiday pay plus time and one-half (1-1/2) compensation for working the holiday.

c. Eligibility

(1) To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time off shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

(2) A part-time career employee, including an employee in a work sharing program, or 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.

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

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.

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 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.

f. Holiday Credit Accumulation

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

g. 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 14.1(h), 14.2, and 14.3 below.

h. Floating Holidays

(1) Accrual

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:

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

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

(2) Administration

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

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

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

14.2 VACATION

a. Vacation Leave Accrual

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

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

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

b. Integration of Vacation With Workers Compensation

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

14.3 SICK LEAVE

a. Accrual

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

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

(3) 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) year 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 and 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.

14.4 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 October 13, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after October 14, 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.

14.5 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or 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.

14.6 COURT LEAVE

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

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

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

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

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

14.7 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.

14.8 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 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 15
SAFETY SHOES AND SAFETY GLASSES

15.1 SAFETY

The City is committed to and mandated by law to provide its employees with a safe working environment and understands its obligations to do so. The Council agrees that the City shall determine safety, health and property protection measures as required to meet its obligations under the law. The City will conduct safety training, meetings and inspections as mandated by law and

operational needs. The City and employees acknowledge the responsibility of each to communicate safety concerns, safety hazards, prevention techniques and safety recommendations and ideas.

15.2 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of $175.00 per pair, or up to a maximum of $225.00 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed employees may purchase and request to be reimbursed for two (2) pair of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

b. Effective June 21, 2008, the maximums for safety shoes shall be increased to $200.00 and $250.00.

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

15.3 SAFETY GLASSES

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

b. Effective January 1, 2006, the City will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of $150.00 per pair.

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.

15.4 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 16
LAYOFF

16.1 PURPOSE

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

16.2 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 Council 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: (a) classification seniority in any higher classifications within the regression ladder, and (b) previous classification seniority in the job classification in which the employee is currently working, and (c) present time spent in the job classification in which the employee is currently working, 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.

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

(a) Resignation, provided that any employee who is reinstated 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 Building Trades and Craft Unit are as follows:

(1) Electrician Supervisor
Senior Electrician
Electrician

(2) Electrician Lineworker

(3) Blacksmith Welder

(4) Machinist Supervisor
Machinist
Machinist Helper

(5) Senior Plumber
Plumber
Plumber Apprentice

(6) Senior Painter
Painter

(7) Structural Maintenance Supervisor
Senior Carpenter
Carpenter

(8) Stagehand II
Stagehand I

(9) Concrete Construction Leadworker

(10) Mechanical Maintenance Supervisor
Senior Sheet Metal Worker
Sheet Metal Worker

(11) Roofer

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.

16.3 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 an employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

(4) Notwithstanding any other provisions of this Article, those City employees who have at least ten (10) years of continuous City service seniority and who are unable to downgrade within their current regression ladder shall have the right to return to their last classification in which they held permanent status, if he/she meets the qualifications of that classification, and shall have the right to downgrade through that regression ladder pursuant to Section 16.3(b)(3).

(5) An employee may accept layoff in lieu of the opportunity to downgrade by notifying the Office of Labor Relations within two (2) normal workdays of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

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

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

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

c. Notice of Layoff

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

16.4 SALARY IN EVENT OF DOWNGRADE

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

b. If appointed in the lower classification at other than Step 10/E, future salary step adjustment shall be made in accordance with Section 8.2 "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 monthly salary range and respective salary step for the affected classification as identified in Exhibit A.

16.5 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick

leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage 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 on the request of the laid-off employee.

16.6 RECALL

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

b. Employees 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 recalled.

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

16.7 GENERAL

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

ARTICLE 17
DISCIPLINE

17.1 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 20, 1990, shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of 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.

17.2 IN-LIEU DISCIPLINE

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

ARTICLE 18
UNIFORMS

18.1 UNIFORMS

a. <u>City-Provided Uniforms</u>

(1) The City agrees to provide five (5) uniform changes per week to employees in the Building Trades and Craft Unit (5-5-1), at no cost to the employee.

(2) The City may provide uniforms for non-career employees.

b. Stagehand Uniforms

(1) The City shall provide full-time career employees in the classifications of Stagehand I and II with the following dress uniform in addition to the current work (5-5-1) uniform:

1 blazer
2 shirts
1 pair pants
1 tie

(2) The City shall be responsible for the repair and replacement of dress uniform items.

(3) The City shall be responsible for the cost of dry cleaning the sports coat and tie.

(4) The employee shall be responsible for the cleaning of the dress shirts and pants.

(5) The City shall designate the events at which the dress uniform shall be worn.

c. Inclement Weather Jacket

(1) Unit employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

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

(3) Employees in the classifications of Blacksmith Welder, Machinist, Machinist Helper, Electrician and Electrician Supervisor shall be provided an inclement weather jacket with the outer layer made of all cotton fibers.

The above specified jacket is not protective safety wear. Required protective safety equipment and gear, determined necessary and mandated for use by management, shall be worn while performing work in and around hazardous conditions.

ARTICLE 19
MISCELLANEOUS

19.1 NEW OR REVISED JOB CLASSIFICATIONS

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

b. The Council and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board. The Council and the City shall follow provisions of applicable state law and the Employer-Employee Relations Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.

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

19.2 SELECTION OF VACANCIES

a. Whenever a vacancy occurs in a particular job assignment of a regular civil service position, and the Department Head or his/her designee, in his/her discretion, elects to permanently fill said vacancy, employees holding permanent civil service status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The Department Head shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

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

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

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

e. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational and personnel needs of the departments. This Article does not apply to non-career employees.

19.3 ACCIDENT REVIEW BOARD IN STREET DIVISION

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

19.4 DRIVER LICENSE REQUIREMENTS

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

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

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

d. This provision shall only be applicable to employees hired prior to October 20, 1990. Employees appointed on or after October 20, 1990, shall be required, as a condition of continued employment, to possess the license and/or endorsements specified in subsection (a).

19.5 CONTRACTING OUT

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

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

19.6 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.

19.7 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.

19.8 TRIAL PERIOD

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

b. The trial period shall be a thirty (30) calendar day period beginning with the first day the employee reports to work or until the employee has worked one hundred sixty-eight (168) straight-time hours, whichever occurs last.

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

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

19.9 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.

19.10 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).

19.11 EMERGENCY RESPONSE

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

b. In consideration of employee safety, if the emergency response is prolonged, the supervisor shall provide appropriate break times and areas, available emergency equipment, reporting responsibilities and other necessary support to allow the employee to perform effectively in the emergency.

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

19.12 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

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

b. Other Bus Transportation

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

c. Downtown Parking Subsidy

(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.

19.13 PROBATIONARY PERIOD

a. Probationary Period

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

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

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

b. Employee Service Rating and Reports

Employees are entitled to Employee Service Rating and Reports which outline progress and performance in their classifications.

c. The Employee Service Rating and Report shall primarily serve as follows:

(1) To regularly review employee's performance with the supervisor;

(2) To ascertain and encourage the improvement in performance or progress of employee;

(3) To provide effective supervision of an employee; and

(4) To note and reward outstanding achievement by an employee.

An employee in a twelve (12) month probationary position shall receive such Reports on or about the end of the third, fifth, eighth, and eleventh months of service and annually thereafter.

19.14 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 10, 2005

SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL

BY: _____
MARK MARTIN
UNIT BARGAINING REPRESENTATIVE

CITY OF SACRAMENTO

BY: _____
DEE CONTRERAS
DIRECTOR OF LABOR RELATIONS

_____
SHAWN HADNOT
CHIEF NEGOTIATOR

SALARY SCHEDULES NOT AVAILABLE AT TIME OF PRINT

EXHIBIT B

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION AND REQUEST FOR RECOGNIZED EMPLOYEE ORGANIZATION SPONSORED INSURANCE PREMIUM(S)

(Front side of form to be completed and executed by employee.)

I, _____, hereby request and authorize my employer, the City of Sacramento, to deduct from my earnings and pay to _____ (insert name and address of payee to whom amounts are to be remitted), the amount of $_____ per month for insurance premium(s) covering a plan or plans sponsored by the said recognized employee organization.

PLEASE READ

I understand and agree that:

1. Neither the City of Sacramento, nor any of its officers, agents or employees, make any representations of any kind or nature concerning such insurance plan or plans; and that the City of Sacramento is simply providing payroll deductions as a benefit to those eligible employees who choose to avail themselves of this service and who have decided that they wish to be covered by a plan or plans.

2. The City of Sacramento, and its officers, agents and employees assume no liability on account of payroll deduction made or any action taken or not taken pursuant to this authorization and request.

3. This authorization and request shall remain in effect until terminated by me in writing properly delivered or addressed to the Director of Human Resources of the City of Sacramento or until my present employment with the City of Sacramento terminates for any reason, or until the _____ _____ (insert name of recognized employee organization) ceases to be certified as a recognized employee organization under applicable City law, whichever occurs first.

4. The City of Sacramento will not make the herein authorized and requested deduction from my earnings in the event that my earnings for the pay period from which the said deduction would ordinarily be made are not sufficient after other legally required deductions are made, nor will the City in such event make the said payroll deduction for such period at a later date, nor will the City accept a deposit from me of my contribution for such period for transmittal to the payee.

5. PLEASE NOTE: It is my responsibility to check my payroll stub to verify that the proper payroll deduction I am authorizing and requesting has in fact been made.

(This is to be signed and dated by each employee, and information completed indicating home address, job classification and department.)

(The reverse side of the form should be completed by an authorized officer of the recognized employee organization.)

The _____ (insert name of recognized employee organization) agrees to and does hereby indemnify, defend, and hold the City, its officers, agents and employees harmless against any claims made, liability incurred, and any suits instituted against them or any one of them on account of the payroll deduction herein authorized and requested.

Accepted on behalf of _____ (insert name of recognized employee organization):

By:_____

(This is to be signed and dated by a duly authorized officer of the recognized employee organization.)