



REPORT TO COUNCIL City of Sacramento

915 I Street, Sacramento, CA 95814-2604
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CONSENT
May 23, 2006

Honorable Mayor and
Members of the City Council

Subject: Administrative Matters: Changes to Local 39 Labor Contracts

Location/Council District: City-wide

Recommendation:

Adopt a Resolution 1) approving agreements that incorporate previously negotiated changes and corrections, that are administrative in nature, into the Memoranda of Understandings for the three Local 39 Units (Miscellaneous, General Supervisory and Plant Operator); and 2) repeal Resolutions 2005-799, 2005-844 and 2005-843 and corresponding Agreements 2005-0214, 2005-0215 and 2005-0210 for the Miscellaneous, General Supervisory and Plant Operator Units respectively.

Contact: Dee Contreras, Director of Labor Relations, 808-5424

Presenters: Dee Contreras, Director of Labor Relations, 808-5424

Department: Labor Relations

Division: NA

Organization No: 1610

Summary:

During the 2005 negotiations, agreements were reached with Local 39 but some of the language agreed to between the parties was inadvertently left out of the final agreements. In order to provide clarity in the new memoranda we are recommending that the changes be incorporated into the Agreements through the City Clerk's process of administrative clean-up. All of the changes were previously approved by Council and are included in the adopted budget.

Committee/Commission Action: None.

Background Information:

Miscellaneous Unit Changes:

1. Section 4.4 (a), deleted language "and the 28th Street Yard"
2. Section 4.6 (a), deleted language "to handle grievances pertaining to this Agreement"
3. Section 4.6 (c), deleted language "including grievance handling"
4. Article 6, removed said "exhibit" insert language from Sections 6.1, 6.3, 6.4, 6.5, and 6.6
5. Section 8.3 (b), added language "with less than five (5) years of service"
6. Section 12.7 (d), changed "fiscal year" to "calendar year"
7. Section 15.3 (b)(4) and (5), changed reference numbers of classification groups listed in the paragraphs to reflect the addition of new classes to the regression ladder in attachment B of the Agreement
8. Section 17.3 (b), added additional classes of "Street Construction Equipment Operator/Laborer/Laborer Trainee"
9. Section 22.18 (a), added "sick leave conversion credit"
10. Exhibit B, added classes to the regression ladder

General Supervisory Unit Changes:

1. Section 4.3 (a), deleted language "and the 28th Street Yard"
2. Section 4.4 (a), deleted language "to handle grievances pertaining to this Agreement"
3. Section 4.4 (c), deleted language "including grievance handling"
4. Article 6, removed said "exhibit" insert language from Sections 6.1, 6.3, 6.4, 6.5, and 6.6
5. Section 6.7 (d) and (e) were added to show classification equity adjustments for fiscal years 2008-09 and 2009-10.
6. Section 12.7 (b), added "in January of each applicable year"
7. Section 12.7 (d), changed "fiscal year" to "calendar year"
8. Section 15.3 (b)(4) and (5), changed reference numbers of classification groups listed in the paragraphs to reflect the addition of new classes to the regression ladder in attachment B of the Agreement
9. Section 20.17 was a duplicate of Section 20.2 (Selection of Vacancies). Section 20.2 (a) was deleted and replaced with Section 20.17 (a). All of 20.17 was then deleted from the Agreement.
10. Section 20.15 (a), added "sick leave conversion credit"
11. Exhibit B, changed item number 32 on the list to reflect change in titles of the Plant Operator Classes
12. Exhibit B, added classes to the regression ladder

Plant Operator Unit

1. Article 6, removed said "exhibit" insert language from Sections 6.1, 6.4, 6.5, 6.6, and 6.7
2. Section 9.7 (d), changed "fiscal year" to "calendar year"
3. Section 16.10 (a), added "sick leave conversion credit"

Financial Considerations: All of the changes were previously approved by Council for various contracts and have been included in the adopted budget.

Environmental Considerations: NA

Policy Considerations: NA

Emerging Small Business Development (ESBD): NA

Respectfully Submitted by: Dee Contreras
 Dee Contreras
 Director of Labor Relations

Recommendation Approved:

for Raymond Kerridge
 RAYMOND KERRIDGE
 City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING ADMINISTRATIVE CHANGES TO THE LABOR AGREEMENTS WITH STATIONARY ENGINEERS LOCAL 39

BACKGROUND:

A. Pursuant to the Meyers-Milias-Brown Act governing public sector collective bargaining, the City met and conferred with Local 39 and parties reached agreements on the terms and conditions of employment for the Office and Technical, Operations and Maintenance, Professional, General Supervisory, and Plant Operator Units which are included in the Agreements previously adopted by Council. The terms of the Agreements 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.

B. This action is to update and conform administrative corrections to the Agreements by repealing the previously adopted resolutions (2005-799, 2005-843, and 2005-844) and corresponding agreements (2005-0214, 2005-0215 and 2005-0210) and adopting this resolution approving the updated agreements.

C. The full cost of these adjustments has been included in the budget and there is no additional cost with this item.

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

Section 1. The Labor Agreements identified in Exhibit A-1 through A-3 covering the Miscellaneous (Office and Technical, Operations and Maintenance and Professional), General Supervisory and Plant Operator Units are approved as amended.

Section 2. The Fiscal Year 2005-2006 Budget includes the labor costs agreed to in these administrative actions.

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Exhibit A-1	The 2005-2010 Labor Agreement Covering the Office and Technical, Operations and Maintenance and Professional Units – 114 pages
Exhibit A-2	The 2005-2010 Labor Agreement Covering the General Supervisory Unit – 77 pages
Exhibit A-3	The 2005-2010 Labor Agreement Covering the Plant Operator Unit – 57 pages

AGREEMENT
BETWEEN
CITY OF SACRAMENTO
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO
COVERING ALL EMPLOYEES IN THE
OPERATIONS AND MAINTENANCE, OFFICE AND TECHNICAL
AND PROFESSIONAL UNITS
2005-2010

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EXHIBIT A	June 24, 2006 SALARY SCHEDULE
EXHIBIT A-1	EQUITY ADJUSTMENTS
EXHIBIT B	REGRESSION LADDERS

PREAMBLE

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

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

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

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

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

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

The following terms are defined as used throughout this Agreement:

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

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

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

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

1.3 CAREER DEVELOPMENT TRAINEES

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

ARTICLE 2 SOLE AGREEMENT

2.1 SOLE AGREEMENT

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

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

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

ARTICLE 3 CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Rules;

(e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

- a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues and assessments; (2) the service fees for non-members as set forth in Section 4.2 of this Agreement; and (3) the insurance premiums for City or Union plans, not to exceed three (3) insurance deductions per member.
- b. All the above payroll deductions shall be subject to the following conditions:
- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.
 - (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.
 - (3) Deductions and authorizations shall be separated by type of deduction (Union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.
 - (4) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.
 - (5) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized

representative of the Union certifying a change in dues, service fees, or insurance premiums.

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

4.2 AGENCY SHOP

a. General

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

b. Service Fee

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

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

c. Religious Objection

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

Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighters Burn Institute

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

d. Disclosure and Reporting

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

e. Hold Harmless

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

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

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and
- (2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

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

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

h. Duty of Fair Representation

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

i. Employee Rights

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

4.3 TIME OFF FOR UNION BUSINESS

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

4.4 BULLETIN BOARDS

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

- (1) Union recreational and social activities
- (2) Union steward elections

- (3) Union appointments and results of Union elections
- (4) Union meetings

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

4.5 LIST OF NEW EMPLOYEES

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

4.6 STEWARDS

a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Labor Relations, together with any changes thereto. Further, the Union shall provide each Department, and post in each work area, a current list of Stewards authorized in said Department.

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

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

4.7 USE OF CITY INFORMATION SYSTEMS

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

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

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

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

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

5.2 PURPOSE

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

b. The purposes of this procedure are:

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

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

5.3 DEFINITIONS

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

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

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

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

5.4 STEP ONE

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

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

b. The remedy or correction requested of the City.

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

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

- (1) a complete statement of the City's position and the facts upon which it is based;
- (2) the remedy or correction which has been offered, if any.

5.5 STEP TWO

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

5.6 STEP THREE

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

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

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

5.7 ARBITRATION

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

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

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

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

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

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

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

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

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

5.8 WITNESSES

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

ARTICLE 6 SALARY ADJUSTMENTS

6.1 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%).

6.2 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.

6.3 2007-2008 SALARIES

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

6.4 2008-2009 SALARIES

Effective June 21, 2008, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%).

6.5 2009-2010 SALARIES

Effective June 20, 2009, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%).

6.6 GENERAL EQUITIES

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

b. Effective December 23, 2006, all salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%).

6.7 CLASSIFICATION EQUITIES

a. Effective June 25, 2005, the salary for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2005-06.

b. Effective June 24, 2006, salary ranges for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2006-07.

c. Effective June 23, 2007, salary ranges for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2007-08.

6.8 SALARY RANGE

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

ARTICLE 7
SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 3/A, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointment to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

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

two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.
- (3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than 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.

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

b. Denial of Step Increase and Reduction in-Grade

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

c. Effective Date of Step Increases/Payroll Changes

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

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

- (1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.
- (2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

- (3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.
- (4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.
- (5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

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

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

7.7 SALARY CONTINUATION FOR ABSENCES FOR LESS THAN ONE WORK DAY

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

7.8 LONGEVITY PAY

a. Employee Eligibility

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

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding

employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.

- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.
- (4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.
- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

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

- (1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.
- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall

receive, in the month of July first following his/her return, the pro rata portion of longevity pay from the date of return.

- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.
- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

ARTICLE 8 HEALTH AND WELFARE

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

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

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

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

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

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

was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

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

8.3 AMOUNT OF CONTRIBUTION

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

- (1) Effective November 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 June 23, 1995, with less than five (5) years of service, enrolled in a City-sponsored health plan for employee only, effective November 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 November 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 November 1, 2005, the City contribution shall be up to \$790 per month.
- (2) Effective January 1, 2006, the City contribution shall be up to \$830 per month.
- (3) Effective January 1, 2007, the City contribution shall be up to \$880 per month.
- (4) Effective January 1, 2008, the City contribution shall be up to \$920 per month.
- (5) Effective January 1, 2009, the City contribution shall be up to \$1,050 per month.
- (6) Effective January 1, 2010, the City contribution shall be up to \$1,200 per month.

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

8.4 COVERED DEPENDENTS

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

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

8.5 CASH-BACK LIMITS

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

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

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

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

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

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

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

8.6 LIFE INSURANCE

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

8.7 UNION REPORTING

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

8.8 FLEXIBLE SPENDING ACCOUNTS

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

- a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;
- b. Unreimbursed health care expenses up to \$4,800 per plan year effective each January 1; and
- c. Dependent care reimbursement.

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

RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

- (1) Effective January 1, 2006, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$250 per month for the retiree only and \$300 per month for the retiree with dependents.
- (2) Effective January 1, 2007, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$275 per month for the retiree only and \$325 per month for the retiree with dependents.
- (3) Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$300 per month for the retiree only and \$365 per month for the retiree with dependents.

b. Employees Retiring On or After July 1, 1992

- (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and age 50.
- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
 - (a) Employees with a minimum ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in (a) above.
- (4) There shall be no eligibility for the City's health insurance contribution or dental benefit if the employee elects to take a deferred retirement.

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

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

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

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty percent (50%) of the City's health insurance contribution as identified in subsection (a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disabled or Death in Line of Duty Survivors

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

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

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

ARTICLE 9
HOURS OF WORK

9.1 WORKDAY, WORKWEEK

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

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (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 Union 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 Union.

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

d. Employees shall be given at least ten (10) workdays notice prior to a permanent change in their assigned hours of work. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift. This paragraph applies to career employees and to those non-career (+1,040) employees who have a permanent shift schedule. Every effort will be made to give employees as much notice as possible for any change of shift or days off.

9.2 REST PERIODS

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

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

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

9.3 VOLUNTARY WORK FURLOUGH PROGRAM

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

ARTICLE 10 OVERTIME COMPENSATION

10.1 OVERTIME

a. Employees required to work in excess of eight (8) hours per workday, forty (40) hours per workweek, or on a recognized holiday shall be compensated for such work time at one and one-half (1-1/2) times their regular rate of pay. Employees on a four (4) ten (10) workweek shall be compensated at time and one-half for hours worked over ten (10) in a workday.

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

c. Employees may accrue up to one hundred and 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.

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

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

- (1) Employee classification
- (2) Job location
- (3) Shift
- (4) Completion of started assignment
- (5) Emergency
- (6) Desire to work overtime
- (7) Employee availability

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

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

COURT OVERTIME

a. Court Overtime

- (1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.
- (2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.
- (3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.
- (4) When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance. If the employee's court extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.
- (5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.
- (6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. Telephone Standby Time

- (1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor,

of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for only those hours that the court is actually in session.

- (2) There shall be no telephone overtime for an employee merely answering his/her personal telephone.
- (3) This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

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

ARTICLE 11
STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

11.1 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid \$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. Non-career employees shall not be on call for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

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

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

11.2 NIGHT-SHIFT PREMIUM PAY

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

work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

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

ARTICLE 12 LEAVES

12.1 HOLIDAYS

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

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

b. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.
- (2) A part-time career employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

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

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

- (3) Notwithstanding any provision of this Section, non-career (-1,040) employees who work in classifications which have only an hourly rate of pay as set forth in Exhibit A shall not receive recognized or floating holiday benefits.

c. Monday-Friday Schedule

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

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- (3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

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

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.
- (3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Accrual of Leaves Over 24 Pay Periods

The accrual of leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Leave accrual rates for each pay period in which accrual occurs shall be as specified in Sections 12.1 (f) and (g), 12.2, and 12.3 below.

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

- (1) The number of recognized holiday hours for full-time career employees in a classification designated to accrue holiday time shall be one hundred and twelve (112) per fiscal year accrued at the rate of 4 hours, 40 minutes per bi-weekly pay period.
- (2) A part-time career employee including an employee in a work sharing program or a non-career (+1,040) employee, shall accrue recognized holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 4 hours, 40 minutes accrual; 40-63.9 hours paid = 2 hours, 20 minutes accrual; less than 40 hours paid = 0 hours accrual.
- (3) The following classifications shall accrue holiday credit:

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

g. Floating Holidays

(1) Accrual

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

- (a) Each full-time career employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.
- (b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based 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.

h. Christmas Eve and New Year's Eve Holidays

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

12.2 VACATION

a. Vacation Leave Accrual

- (1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.
- (2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.
- (3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.
- (4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.

b. Integration of Vacation With Workers' Compensation

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

c. Vacation Scheduling

- (1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern where more than one employee bids for the same period. In case of a tie, the employee with the greatest amount of continuous City service shall be senior.
- (2) Non-career (+1,040) employees shall be eligible to bid for vacation after all career employees have bid. Date of last hire shall determine seniority for non-career employees. Non-career employees shall bid for vacation on the basis of said seniority.
- (3) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.
- (4) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized representative. Such request shall not be unreasonably denied.
- (5) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.
- (6) An employee who has bid for and scheduled a vacation of forty (40) hours or more shall provide the Department with a minimum two (2) week notice of cancellation if they later decide not to take the time off. Unless there are operational staffing needs which preclude bidding the time off, the Department shall post the available time for employees to bid consistent with (c) (1) above.

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

d. Notice of Loss of Vacation

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

12.3 SICK LEAVE

a. Accrual

- (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.
- (2) An employee in active service of the City eligible to accumulate sick leave credits shall in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.
- (3) Notwithstanding the above, an employee, otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than January 1 of each year.

b. Sick Leave Cash-Out

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

c. Reinstatement of Sick Leave After Return From Layoff

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

d. Utilization of Sick Leave

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

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

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

12.4 COURT LEAVE

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

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

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

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

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

12.5 PARENTAL LEAVE

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

- (1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.
- (2) To be eligible for the paid leave an employee hired on or before June 23, 1995, must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995, must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.
- (3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.
- (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.
- (5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- (6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

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

12.6 CATASTROPHIC LEAVE PLAN

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

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

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

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

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

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

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

- (1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;
- (2) have exhausted all usable balances, including sick leave;
- (3) be on an approved leave of absence.

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

- (1) All leave balances, including both donated and accrued leave, are exhausted; or
- (2) The employee returns to work at his/her normal work schedule; or
- (3) The employee's employment terminates.

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

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

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

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

12.7 PERSONAL LEAVE

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

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

12.8 FAMILY MEDICAL LEAVE

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

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

c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation at the time leave without pay commences. The employee may not then resume paid leave until after returning to work.

d. To the extent allowed by law, federal and state FMLA leaves shall be used concurrently.

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

12.9 BEREAVEMENT LEAVE

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

ARTICLE 13 SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

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

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

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

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

13.2 TUITION REIMBURSEMENT

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

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

13.3 IDENTIFICATION CERTIFICATE PROGRAM

a. Career employees in the classifications of Identification Technician II and III shall receive fifteen percent (15%) incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. (International Association for Identification) standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in Exhibit A.

b. Career employees in the classifications of Identification Technician I, II, and III shall receive a five percent (5%) incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in Exhibit A.

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

13.4 IRRIGATION SPECIALIST PAY

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

13.5 SPRAY CREW INCENTIVE

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

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

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

13.6 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate which mandates continuing education (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.

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

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

13.7 REQUIRED LICENSES AND CERTIFICATIONS

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

b. Building Inspector Certificate Pay

- (1) Employees in the classifications of Building Inspector 1, 2, 3, 4, and Building Technician will receive a monthly certificate pay for the possession of one or more of the certificates listed below:
 - (a) ICC Commercial Building Inspector or NFPA Certified Building Inspector or Building Inspector (Combination Inspector)
 - (b) ICC Commercial Electrical Inspector or NFPA Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)
 - (c) ICC Commercial Plumbing Inspector or IAPMO Plumbing Inspector or Plumbing Inspector (Combination Inspector)
 - (d) ICC Permit Technician
 - (e) ICC Accessibility Inspector/Plans Examiner
 - (f) ICC Residential Combination Inspector
 - (g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner
 - (h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist
 - (i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector
 - (j) PC 832, Arrest Search and Seizure
 - (k) CACE Code Enforcement Officer
 - (l) ICC Zoning Inspector or AACE Zoning Officer
 - (m) ICC Commercial Energy Inspector
 - (n) ICC Commercial Energy Plans Examiner

- (o) ICC Residential Energy Inspector/Plans Examiner
 - (p) ICC Structural Masonry Inspector
 - (q) ICC Steel and Welding Special Inspector
 - (r) ICC Pre-stressed Concrete Special Inspector
 - (s) ICC Certified Building Official
 - (t) AA degree in Building Inspector Technology
 - (u) ICC Commercial Mechanical Inspector or
IAPMO Mechanical Inspector or
ICC Mechanical Inspector
 - (v) ICC Housing Code Official or
AAACE Code Enforcement Administrator
 - (w) ICC Property Maintenance and Housing Inspector
 - (x) ICC Electrical Plans Examiner
 - (y) ICC Plumbing Plans Examiner
 - (z) ICC Building Code Official
 - (aa) ICC Electrical Code Official
 - (bb) ICC Mechanical Code Official
 - (cc) ICC Plumbing Code Official
 - (dd) ICC Master Code Professional
 - (ee) ICC Reinforced Concrete Special Inspector
 - (ff) NFPA Certified Fire Plan Examiner I
 - (gg) Construction Technology Certificate from an accredited College
(minimum of 30 Units of Construction Technology curriculum)
- (2) Employees shall receive thirty dollars (\$30) for each certificate they possess up to a maximum of \$300.00 for ten (10) certificates.

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

13.8 BILINGUAL PAY

a. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay.

b. Bilingual pay shall be paid at the rate of \$20 bi-weekly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

13.9 TRAVEL FOR TRAINING

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

13.10 POLICE RECORDS ASSISTANT AND PROPERTY ASSISTANT INCENTIVES

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

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

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

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

ARTICLE 14 TRANSPORTATION

14.1 GENERAL

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

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

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

- (1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or
- (2) Monthly vehicle allowance at one of the following rates:

<u>Average Miles Per Month</u>	<u>Monthly Vehicle Allowance</u>
400	\$160
200	\$100
100	\$50

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

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

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

b. Other Bus Transportation

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

c. Downtown Parking Subsidy

- (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.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

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

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

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

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

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces on the fifth and sixth floors of City Hall Parking Garage at seventy percent (70%) of the regular monthly City Hall Parking Garage rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

ARTICLE 15
LAYOFF

15.1 PURPOSE

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

15.2 DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay (Step 10/E) is greater than the top rate of pay (Step 10/E) of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority shall be mutually established by the City and Union. For those classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted:

- (a) classification seniority in any higher classification, and
- (b) previous classification seniority in the job classification in which the employee is currently working, and
- (c) present time spent in the job classification in which the employee is currently working.

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

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

time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
 - (a) Resignation, provided that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.
 - (b) Discharge.
 - (c) Retirement.
 - (d) Layoff in excess of five (5) consecutive years out of the City service.
 - (e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay (Step 10/E) is the same or 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, except as provided in Section 15.3(b)(4) of this Article.

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

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

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

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

- (1) The Departments of General Services and Transportation shall be considered a single department.
- (2) The Department of Utilities shall be considered a single department.
- (3) The Departments of Parks and Recreation; Code Enforcement; Development Services; Neighborhood Services; Economic Development; and Convention, Culture and Leisure shall be considered a single department.
- (4) The Departments of Police, Fire, Information Technology, Finance, and Human Resources shall be considered a single department.
- (5) The Charter Offices of the City Attorney, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

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

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

15.3 PROCEDURE

a. Non-Career Employees

- (1) When a layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first, except in the Solid Waste and Parking functions. In these functions, the City may continue working non-career Parking Lot Attendants and up to twenty-five (25) non-career Sanitation Workers regardless of any career employees who may be laid off in the regression ladder in which these job classifications falls. Career Sanitation Workers subject to layoff shall have the right to bump into the non-career classifications.
- (2) Non-career employees shall be laid off in the order provided by established Department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees shall be laid off in such order as the Department Head shall provide. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder in the Department have been laid off.

b. Career Employees

- (1) Within each job classification in each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional

employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

- (2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Board Rules and Regulations. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.
- (3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.
- (4) A career employee in an unrepresented classification contained in classification group 47 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.
- (5) Any permanent employee currently working in a classification contained within classification group 46 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 45, or classification group 46. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.
- (6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying the Office of Labor Relations within 48 hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said

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

- (7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.
- (8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

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

15.4 SALARY IN EVENT OF DOWNGRADE

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

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

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. 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 to this Agreement.

15.5 FRINGE BENEFITS

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

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

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

15.6 RECALL

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

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

employee shall then continue to possess recall rights to any higher classification in his/her regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

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

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

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

15.7 GENERAL

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

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

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

d. The parties shall have the further right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a

proposed layoff would have on minorities and women employees in the Units represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

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

ARTICLE 16 WORK SHARING PROGRAM

16.1 WORK SHARING PROGRAM

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

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

b. The program is voluntary.

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

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

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

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

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

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

ARTICLE 17
UNIFORMS AND COVERALLS

17.1 UNIFORMS

a. City-Provided Uniforms

- (1) The City agrees to provide uniforms for employees who are required to wear uniforms.
- (2) All employees covered by this Agreement and occupying classifications in the Operations and Maintenance Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.
- (3) The value of uniforms provided by the City shall be reported as compensation at the rate of five dollars (\$5.00) bi-weekly to the Public Employees Retirement System (PERS).
- (4) All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Solid Waste Gloves

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

c. Uniform Allowance

- (1) New employees hired into classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars (\$250) for the purchase of the necessary uniform, including but not limited to requisite footwear.
- (2) Thereafter, employees shall receive a uniform allowance of twenty dollars (\$20) bi-weekly for uniform maintenance and replacement, except Parking Enforcement Officers and Assistant Code Enforcement Officers who shall receive twenty-two dollars (\$22) bi-weekly.
- (3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

17.2 COVERALLS

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

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

17.3 FOUL WEATHER GEAR

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

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

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

- (1) Park Maintenance Worker I/II/III
- (2) Senior/Tree Pruner I/II
- (3) Senior/Tree Maintenance Worker
- (4) Traffic Control and Lighting Technician I/II
- (5) Code Enforcement Officer
- (6) Survey Party Chief
- (7) Engineering Aide I/II assigned to survey crews
- (8) Water Quality Lab Technician assigned to field testing
- (9) Animal Care Technician
- (10) Parking Meter Coin Collector
- (11) Traffic Investigator I/II/III
- (12) Arborist/Urban Forester
- (13) Building Inspector I/II/III/IV
- (14) Senior/Building Maintenance Worker
- (15) Construction Inspector I/II/III
- (16) Senior/Electronic Maintenance Technician I/II
- (17) Instrument Technician I/II
- (18) Senior/Maintenance Worker
- (19) Marina Attendant
- (20) Parking Meter Repair Worker
- (21) Zoo Attendant I/II
- (22) Greenskeeper
- (23) Zoning Investigator
- (24) Landfill Engineering Technician
- (25) Utility Services Inspector
- (26) Street Construction Equipment Operator/Laborer/Laborer Trainee

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

17.4 SUMMER WEAR

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

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

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

17.5 IDENTIFICATION TECHNICIANS

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

17.6 UNIFORM VESTS - RELIEF COMMUNITY CENTER ATTENDANTS

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

- a. Employees shall be responsible for the laundering of such work vest.
- b. The vests are the property of the Convention, Culture & Leisure Department and remain so at all times. Repair and replacement of unserviceable vests shall be the responsibility of the City.

ARTICLE 18
SAFETY SHOES AND SAFETY GLASSES

18.1 SAFETY SHOES AND SAFETY CLIMBING BOOTS

a. Except for employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner, where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe 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 generally, no more than two (2) pair per fiscal year.

Employees may initially request two (2) pairs of shoes at the same time. Employees in the classifications of Tree Pruner Trainee, Tree Pruner I/II and Senior Tree Pruner shall be required to wear safety climbing boots as a condition of employment. In such case, the City shall reimburse said employee for the cost of acceptable safety climbing boots up to a

maximum of \$300.00 per pair. A second pair of climbing boots shall be provided to employees upon completion of probation and thereafter, generally not more than one pair per fiscal year.

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

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

d. Effective June 21, 2008, the maximums for safety shoes shall be increased to \$200.00 and \$250.00 respectively, and to \$325.00 for safety climbing boots.

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

18.2 SAFETY GLASSES

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

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

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

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

18.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

ARTICLE 19
SAFETY

19.1 SAFETY ADVISORY COMMITTEE

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

19.2 ACCIDENT REVIEW BOARD IN STREET MAINTENANCE

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

19.3 NON-FAULT VEHICULAR ACCIDENTS

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

ARTICLE 20
DISCIPLINE

20.1 DISCIPLINE

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

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

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

20.2 LETTER OF REPRIMAND

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

20.3 IN-LIEU DISCIPLINE

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

20.4 DISCIPLINE APPEAL HEARING PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21
CLASSIFICATION AND PAY

21.1 NEW OR REVISED JOB CLASSIFICATIONS

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

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

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

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

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

21.2 STAFF AIDE POSITIONS

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

21.3 LIMITED-TERM APPOINTMENTS

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

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

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

ARTICLE 22
MISCELLANEOUS

22.1 CIVIL SERVICE RULES

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

22.2 FILLING PERMANENT VACANCIES

a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days which shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term "first consideration" does not mean that employees requesting transfer to the vacant position have first priority to the job or require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

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

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

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

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

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

22.3 TEMPORARY ASSIGNMENT AND SHIFT CHANGES

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

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

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

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

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

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

22.4 PROMOTION FROM WITHIN

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

22.5 CONSOLIDATION

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

22.6 WORKERS COMPENSATION

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

22.7 NON-DISCRIMINATION

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

22.8 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of

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

22.9 EMPLOYEE PERFORMANCE EVALUATIONS

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

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

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

- (1) Write a rebuttal statement for attachment to the performance evaluation form; and
- (2) Informally appeal to the supervisor of the reviewer, but in no case higher than the Department Head.

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

22.10 TELEWORK PROGRAM

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

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

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

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

22.11 CONTRACTING-OUT

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

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

22.12 VIDEO DISPLAY TERMINALS

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

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

22.13 STRIKES AND LOCKOUTS

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

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

22.14 TIME OFF FOR EXAMINATIONS

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

22.15 BLOOD BANK TIME

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

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

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

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

22.16 EMERGENCY RESPONSE

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

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

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

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

22.17 PAYROLL ERRORS

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

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

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

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

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.

22.18 PERS RETIREMENT PLAN AND CONTRIBUTION

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

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

b. 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).

22.19 MODIFIED/ALTERNATIVE DUTY POLICY

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

22.20 TERM

a. This Agreement shall remain in full force and effect from October 29, 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: October 26, 2005

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

CITY OF SACRAMENTO

BY: _____
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

BY: _____
DEE CONTRERAS
DIRECTOR OF LABOR RELATIONS

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

LISA HUTCHIN
LABOR RELATIONS OFFICER

MADISON BLAND
PRESIDENT

GIL BASALDUA
LABOR RELATIONS OFFICER

STEVE CROUCH
BUSINESS REPRESENTATIVE

SHAWN HADNOT
LABOR RELATIONS OFFICER

MARCIA MOONEY
BUSINESS REPRESENTATIVE

VERONICA BUSBY
LABOR RELATIONS OFFICER

STEVE HATCH
BUSINESS REPRESENTATIVE

NICK BUCHBERGER
NEGOTIATING COMMITTEE MEMBER

ROBERT BOTTINO
NEGOTIATING COMMITTEE MEMBER

LINDA DELONG
NEGOTIATING COMMITTEE MEMBER

KEVIN CALHOUN
NEGOTIATING COMMITTEE MEMBER

HAROLD DUFFEY
NEGOTIATING COMMITTEE MEMBER

BY: _____
CALVIN COLEY
NEGOTIATING COMMITTEE MEMBER

ANGELA CUSTODIO
NEGOTIATING COMMITTEE MEMBER

MATTHEW HERMANN
NEGOTIATING COMMITTEE MEMBER

KELLY KINCAID
NEGOTIATING COMMITTEE MEMBER

KAREN WRIGHT
NEGOTIATING COMMITTEE MEMBER

BY: _____
CLAUDIA EVANS
NEGOTIATING COMMITTEE MEMBER

BOB FLEMING
NEGOTIATING COMMITTEE MEMBER

GERI HAMBY
NEGOTIATING COMMITTEE MEMBER

EXHIBIT A

EXHIBIT A June 24, 2006 SALARY SCHEDULE

		CITY OF SACRAMENTO										GOVERNMENT HUMAN RESOURCES SYSTEM					
		SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES															
		STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10								
4/28/2006 1:13 PM																	
CODE																	
TITLE																	
03647/53647	REP03	2329.83	2446.32	2568.64	2697.08	2831.94	2973.53	3122.22	3278.32								
ANIMAL CARE		1075.30	1129.07	1185.53	1244.81	1307.05	1372.40	1441.02	1513.07								
TECHNICIAN		13.4413	14.1134	14.8191	15.5601	16.3381	17.1550	18.0128	18.9134								
	Effective 6/24/2006																
03601/53601	REP03	2752.69	2890.32	3034.82	3186.56	3345.89	3513.19	3688.85	3873.29								
ANIMAL CONTROL		1270.47	1333.99	1400.69	1470.72	1544.26	1621.47	1702.54	1787.67								
OFFICER		15.8809	16.6749	17.5086	18.3840	19.3032	20.2684	21.2818	22.3459								
	Effective 6/24/2006																
03912/53912	REP03	2524.51	2650.73	2783.27	2922.43	3068.55	3221.99	3383.09	3552.24								
ASSISTANT CODE		1165.16	1223.42	1284.58	1348.82	1416.26	1487.07	1561.42	1639.50								
ENFORCEMENT		14.5645	15.2927	16.0573	16.8602	17.7032	18.5884	19.5178	20.4937								
OFFICER																	
	Effective 6/24/2006																
09070/59070	REP03	1508.10	1583.50	1662.68	1745.81	1833.10	1924.76	2021.00	2122.05								
ASSISTANT		696.05	730.85	767.39	805.76	846.05	888.35	932.77	979.41								
GREENSKEEPER		8.7006	9.1356	9.5924	10.0720	10.5756	11.1044	11.6596	12.2426								
	Effective 6/24/2006																
03603/53603	REP03	2783.51	2922.68	3068.81	3222.25	3383.36	3552.54	3730.17	3916.67								
BUILDING		1284.70	1348.93	1416.38	1487.19	1561.55	1639.63	1721.62	1807.70								
MAINTENANCE		16.0587	16.8616	17.7047	18.5899	19.5194	20.4954	21.5202	22.5962								
WORKER																	
	Effective 6/24/2006																
03656/53656	REP03	2309.63	2425.11	2546.35	2673.67	2807.34	2947.71	3095.09	3249.84								
COMMUNITY CENTER		1065.98	1119.28	1175.24	1234.00	1295.70	1360.48	1428.50	1499.93								
ATTENDANT I		13.3248	13.9910	14.6905	15.4250	16.1962	17.0060	17.8563	18.7491								
	Effective 6/24/2006																
03657/53657	REP03	2547.69	2675.07	2808.83	2949.27	3096.72	3251.56	3414.15	3584.86								
COMMUNITY CENTER		1175.86	1234.65	1296.38	1361.20	1429.26	1500.72	1575.76	1654.55								
ATTENDANT II		14.6982	15.4331	16.2048	17.0150	17.8657	18.7590	19.6970	20.6819								
	Effective 6/24/2006																

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BY-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
4/28/2006 1:13 PM								
03909/53909 REP03 CULTURAL FACILITIES ATTENDANT	2448.80 1130.22 14.1277 Effective 6/24/2006	2571.24 1186.73 14.8341	2699.81 1246.06 15.5758	2834.80 1308.37 16.3546	2976.53 1373.78 17.1723	3125.36 1442.47 18.0309	3281.62 1514.59 18.9324	3445.69 1590.32 19.8790
03606/53606 REP03 CUSTODIAN I	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807
03922/53922 REP03 CUSTODIAN II	2183.41 1007.73 12.5966 Effective 6/24/2006	2292.58 1058.11 13.2264	2407.20 1111.02 13.8877	2527.56 1166.57 14.5821	2653.94 1224.90 15.3112	2786.65 1286.14 16.0768	2925.97 1350.45 16.8806	3072.26 1417.97 17.7246
03615/53615 REP03 ELECTRONIC MAINTENANCE TECHNICIAN I	3689.45 1702.82 21.2853 Effective 6/24/2006	3873.93 1787.97 22.3496	4067.63 1877.37 23.4671	4271.02 1971.24 24.6405	4484.57 2069.80 25.8725	4708.79 2173.29 27.1661	4944.23 2281.95 28.5244	5191.44 2396.05 29.9506
03616/53616 REP03 ELECTRONIC MAINTENANCE TECHNICIAN II	3873.95 1787.98 22.3497 Effective 6/24/2006	4067.65 1877.98 23.4672	4271.04 1971.25 24.6406	4484.58 2069.81 25.8726	4708.81 2173.30 27.1662	4944.25 2281.96 28.5245	5191.45 2396.06 29.9507	5451.02 2515.86 31.4482
03614/53614 REP03 ELECTRONIC MAINTENANCE TECHNICIAN TRAINEE	3354.05 1548.02 19.3503 Effective 6/24/2006	3521.75 1625.42 20.3178	3697.84 1706.70 21.3337	3882.74 1792.03 22.4004	4076.87 1881.63 23.5204	4280.71 1975.71 24.6964	4494.74 2074.50 25.9312	4719.49 2178.22 27.2278
03608/53608 REP03 ENGINEERING AIDE I	2557.90 1180.57 14.7571 Effective 6/24/2006	2685.80 1239.60 15.4950	2820.08 1301.58 16.2697	2961.09 1366.66 17.0832	3109.15 1434.99 17.9374	3264.61 1506.74 18.8343	3427.84 1582.08 19.7760	3599.23 1661.18 20.7648

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BY-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
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03609/53609 REP03 ENGINEERING AIDE II	2892.76 1335.12 16.6890 Effective 6/24/2006	3037.41 1401.88 17.5235	3189.28 1471.98 18.3997	3348.75 1545.58 19.3197	3516.19 1622.86 20.2857	3692.00 1704.00 21.3000	3876.60 1789.20 22.3650	4070.42 1878.66 23.4832
03681/53681 REP03 GENERAL HELPER	1402.54 647.33 8.0916 Effective 6/24/2006	1472.67 679.70 8.4962	1546.31 713.68 8.9210	1623.63 749.37 9.3671	1704.82 786.84 9.8355	1790.07 826.18 10.3273	1879.57 867.50 10.8437	1973.56 910.87 11.3859
03618/53618 REP03 GOLF COURSE MARSHAL	2490.11 1149.28 14.3660 Effective 6/24/2006	2614.61 1206.74 15.0843	2745.34 1267.08 15.8385	2882.60 1330.43 16.6304	3026.73 1396.95 17.4619	3178.07 1466.80 18.3350	3336.96 1540.14 19.2517	3503.81 1617.14 20.2143
03619/53619 REP03 GREENSKEEPER	2489.41 1148.96 14.3620 Effective 6/24/2006	2613.88 1206.41 15.0801	2744.58 1266.73 15.8341	2881.81 1330.06 16.6258	3025.90 1396.57 17.4571	3177.20 1466.40 18.3300	3336.06 1539.72 19.2465	3502.86 1616.70 20.2088
03648/53648 REP03 INSTRUMENT TECHNICIAN I	3440.70 1588.02 19.8502 Effective 6/24/2006	3612.73 1667.42 20.8427	3793.37 1750.78 21.8848	3983.03 1838.32 22.9790	4182.17 1930.23 24.1279	4391.28 2026.74 25.3343	4610.84 2128.08 26.6010	4841.37 2234.48 27.9310
03649/53649 REP03 INSTRUMENT TECHNICIAN II	3873.95 1787.98 22.3497 Effective 6/24/2006	4067.65 1877.38 23.4672	4271.04 1971.25 24.6406	4484.58 2069.81 25.8726	4708.81 2173.30 27.1662	4944.25 2281.96 28.5245	5191.45 2396.06 29.9507	5451.02 2515.86 31.4482
03646/53646 REP03 INSTRUMENT TECHNICIAN TRAINEE	3126.85 1443.16 18.0395 Effective 6/24/2006	3283.19 1515.32 18.9415	3447.36 1591.09 19.8886	3619.72 1670.64 20.8830	3800.70 1754.17 21.9271	3990.74 1841.88 23.0235	4190.28 1933.98 24.1747	4399.79 2030.67 25.3834

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BY-WEEKLY/HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
03921/53921 REP03 IRRIGATION <u>TECHNICIAN</u>	2783.51 1284.70 16.0587 Effective 6/24/2006	2922.68 1348.93 16.8616	3068.81 1416.38 17.7047	3222.25 1487.19 18.5899	3383.36 1561.55 19.5194	3552.54 1639.63 20.4954	3730.17 1721.62 21.5202	3916.67 1807.70 22.5962
03673/53673 REP03 <u>LANDELL EQUIPMENT OPERATOR</u>	3006.71 1387.71 17.3464 Effective 6/24/2006	3157.04 1457.10 18.2137	3314.90 1529.95 19.1244	3480.64 1606.45 20.0806	3654.66 1686.77 21.0846	3837.39 1771.10 22.1388	4029.25 1859.66 23.2457	4230.72 1952.64 24.4080
03674/53674 REP03 <u>LANDELL EQUIPMENT OPERATOR R2</u>	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006
03651/53651 REP03 <u>MAINTENANCE WORKER</u>	2309.58 1065.96 13.3245 Effective 6/24/2006	2425.05 1119.26 13.9907	2546.30 1175.22 14.6902	2673.61 1233.98 15.4247	2807.29 1295.67 16.1959	2947.65 1360.46 17.0057	3095.04 1428.48 17.8560	3249.79 1499.90 18.7488
03650/53650 REP03 <u>MARINA AND BOATING FACILITIES ATTENDANT</u>	2448.80 1130.22 14.1277 Effective 6/24/2006	2571.24 1186.73 14.8341	2699.81 1246.06 15.5758	2834.80 1308.37 16.3546	2976.53 1373.78 17.1723	3125.36 1442.47 18.0309	3281.62 1514.59 18.9324	3445.69 1590.32 19.8790
03621/53621 REP03 <u>METER READER</u>	2142.24 988.73 12.3591 Effective 6/24/2006	2249.36 1038.17 12.9771	2361.84 1090.08 13.6260	2479.93 1144.58 14.3073	2603.93 1201.82 15.0227	2734.13 1261.90 15.7738	2870.83 1325.00 16.5625	3014.37 1391.25 17.3906
03625/53625 REP03 <u>MONITOR SWEEPER OPERATOR</u>	2946.53 1359.94 16.9992 Effective 6/24/2006	3093.86 1427.94 17.8492	3248.56 1499.34 18.7417	3410.99 1574.30 19.6788	3581.53 1653.02 20.6627	3760.61 1735.66 21.6958	3948.64 1822.45 22.7806	4146.06 1913.57 23.9196

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CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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	STEP 3	STEP 4	STEP 5	STEP A6	STEP B7	STEP C8	STEP D9	STEP E10
03666/53666 REP03 <u>PARK EQUIPMENT OPERATOR</u>	2818.68 1300.93 16.2616 Effective 6/24/2006	2959.61 1365.98 17.0747	3107.59 1434.27 17.9284	3262.97 1505.98 18.8248	3426.11 1581.28 19.7560	3597.41 1660.34 20.7543	3777.28 1743.36 21.7920	3966.14 1830.53 22.8816
03653/53653 REP03 <u>PARK MAINTENANCE WORKER I</u>	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
03910/53910 REP03 <u>PARK MAINTENANCE WORKER I (PEST)</u>	2367.39 1092.64 13.6580 Effective 6/24/2006	2485.76 1147.27 14.3409	2610.04 1204.63 15.0579	2740.54 1264.86 15.8108	2877.56 1328.10 16.6013	3021.44 1394.51 17.4314	3172.52 1464.24 18.3030	3331.14 1537.45 19.2181
03654/53654 REP03 <u>PARK MAINTENANCE WORKER II</u>	2608.82 1204.07 15.0509 Effective 6/24/2006	2739.26 1264.27 15.8034	2876.22 1327.49 16.5936	3020.04 1393.86 17.4233	3171.05 1463.56 18.2945	3329.59 1536.74 19.2092	3496.08 1613.58 20.1697	3670.89 1694.26 21.1782
03911/53911 REP03 <u>PARK MAINTENANCE WORKER II (PEST)</u>	2621.41 1209.88 15.1235 Effective 6/24/2006	2752.48 1270.38 15.8797	2890.11 1333.90 16.6737	3034.62 1400.59 17.5074	3186.35 1470.62 18.3828	3345.66 1544.15 19.3019	3512.95 1621.36 20.2670	3688.60 1702.43 21.2804
03655/53655 REP03 <u>PARK MAINTENANCE WORKER III</u>	2648.98 1222.61 15.2826 Effective 6/24/2006	2781.43 1283.74 16.0467	2920.49 1347.92 16.8490	3066.53 1415.32 17.6915	3219.86 1486.09 18.5761	3380.85 1560.39 19.5049	3549.88 1638.41 20.4881	3727.38 1720.33 21.5041
03630/53630 REP03 <u>PARKING ENFORCEMENT OFFICER</u>	2402.95 1109.06 13.8632 Effective 6/24/2006	2523.11 1164.51 14.5564	2649.26 1222.74 15.2842	2781.72 1283.87 16.0484	2920.81 1348.06 16.8508	3066.84 1415.46 17.6933	3220.19 1486.24 18.5780	3381.20 1560.55 19.5069

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
03627/53627 REP03 PARKING LOT ATTENDANT	2163.22 998.41 12.4801 Effective 6/24/2006	2271.38 1048.33 13.1041	2384.95 1100.74 13.7393	2504.20 1155.78 14.4473	2629.41 1213.58 15.1697	2760.89 1274.26 15.9282	2898.93 1337.97 16.7246	3043.87 1404.86 17.5608
03628/53628 REP03 PARKING METER COIN COLLECTOR	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
03629/53629 REP03 PARKING METER REPAIR WORKER	2546.84 1175.46 14.6933 Effective 6/24/2006	2674.19 1234.24 15.4280	2807.90 1295.95 16.1994	2948.30 1360.75 17.0094	3095.72 1428.79 17.8599	3250.50 1500.23 18.7529	3413.02 1575.24 19.6905	3583.67 1654.00 20.6750
03926/53926 REP03 REGISTERED VETERINARY TECHNICIAN	3143.47 1450.83 18.1354 Effective 6/24/2006	3300.65 1523.38 19.0422	3465.68 1599.54 19.9943	3638.96 1679.52 20.9940	3820.91 1763.50 22.0437	4011.96 1851.67 23.1459	4212.55 1944.26 24.3032	4423.19 2041.47 25.5184
03662/53662 REP03 SANITATION WORKER I	2535.33 1170.15 14.6269 Effective 6/24/2006	2662.09 1228.66 15.3582	2795.19 1290.09 16.1261	2934.95 1354.59 16.9324	3081.69 1422.32 17.7790	3235.79 1493.44 18.6680	3397.58 1568.11 19.6014	3567.46 1646.52 20.5815
03913/53913 REP03 SANITATION WORKER I (NODL)	2338.06 1079.10 13.4888 Effective 6/24/2006	2454.95 1133.06 14.1632	2577.71 1189.71 14.8714	2706.60 1249.20 15.6150	2841.94 1311.66 16.3958	2984.04 1377.25 17.2156	3133.24 1446.11 18.0764	3289.90 1518.42 18.9802
03663/53663 REP03 SANITATION WORKER II	2791.33 1288.30 16.1038 Effective 6/24/2006	2930.89 1352.72 16.9090	3077.43 1420.35 17.7544	3231.30 1491.37 18.6421	3392.86 1565.94 19.5742	3562.50 1644.23 20.5529	3740.62 1726.44 21.5805	3927.65 1812.76 22.6595

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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03664/53664 REP03 SANITATION WORKER III	2975.98 1373.53 17.1691 Effective 6/24/2006	3124.78 1442.21 18.0276	3281.03 1514.32 18.9290	3617.35 1669.54 20.8693	3798.22 1753.02 21.9128	3988.12 1840.67 23.0084	4187.53 1932.70 24.1588
03641/53641 REP03 SECURITY GUARD	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807
03632/53632 REP03 SENIOR BUILDING MAINTENANCE WORKER	2931.10 1352.82 16.9102 Effective 6/24/2006	3077.65 1420.46 17.7557	3231.54 1491.48 18.6435	3562.78 1644.36 20.5545	3740.91 1726.58 21.5822	3927.96 1812.90 22.6613	4124.36 1903.55 23.7944
03678/53678 REP03 SENIOR CUSTODIAN	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
03633/53633 REP03 SENIOR ELECTRONIC MAINTENANCE TECHNICIAN	3912.01 1805.54 22.5693 Effective 6/24/2006	4107.62 1895.82 23.6978	4313.00 1990.62 24.8827	4755.07 2194.65 27.4331	4992.83 2304.38 28.8048	5242.47 2419.60 30.2450	5504.58 2540.58 31.7572
03652/53652 REP03 SENIOR MAINTENANCE WORKER	2557.46 1180.37 14.7546 Effective 6/24/2006	2685.33 1239.38 15.4923	2819.60 1301.35 16.2669	3108.59 1434.74 17.9342	3264.02 1506.47 18.8309	3427.22 1581.79 19.7724	3598.57 1660.88 20.7610
03668/53668 REP03 SENIOR PARKING LOT ATTENDANT	2385.88 1101.18 13.7647 Effective 6/24/2006	2505.17 1156.23 14.4529	2630.42 1214.04 15.1755	2900.04 1338.48 16.7310	3045.05 1405.41 17.5676	3197.31 1475.68 18.4460	3357.17 1549.46 19.3683

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BIMONTHLY/QUARTERLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
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03923/53923 REP03 SENIOR TELECOMMUNICATIONS TECHNICIAN	4067.67 1877.38 23.4673 Effective 6/24/2006	4271.05 1971.26 24.6407	4484.60 2069.82 25.8727	4708.83 2173.30 27.1663	4944.26 2281.97 28.5246	5191.47 2396.06 29.9508	5451.04 2515.86 31.4483	5723.59 2641.66 33.0207
03661/53661 REP03 SENIOR TREE MAINTENANCE WORKER	2856.86 1318.55 16.4819 Effective 6/24/2006	2999.71 1384.48 17.3060	3149.69 1453.70 18.1713	3307.18 1525.39 19.0799	3472.54 1602.71 20.0339	3646.17 1682.85 21.0356	3828.48 1766.99 22.0874	4019.91 1855.34 23.1918
03680/53680 REP03 SENIOR TREE PRUNER	3076.18 1419.78 17.7472 Effective 6/24/2006	3230.00 1490.77 18.6346	3391.49 1565.30 19.5663	3561.06 1643.57 20.5446	3739.11 1725.74 21.5718	3926.07 1812.03 22.6504	4122.37 1902.63 23.7829	4328.48 1997.76 24.9720
03687/53687 REP03 STREET CONSTRUCTION EQUIPMENT OPERATOR	3800.44 1754.05 21.9256 Effective 6/24/2006	3990.46 1841.75 23.0219	4189.99 1933.84 24.1730	4399.49 2030.54 25.3817	4619.47 2132.06 26.6508	4850.44 2238.66 27.9833	5092.97 2350.60 29.3825	5347.61 2468.13 30.8516
03688/53688 REP03 STREET CONSTRUCTION LABORER	3447.55 1591.18 19.8897 Effective 6/24/2006	3619.93 1670.74 20.8842	3800.92 1754.27 21.9284	3990.97 1841.98 23.0248	4190.51 1934.08 24.1760	4400.03 2030.78 25.3848	4620.03 2132.32 26.6540	4851.03 2238.94 27.9867
53690 REP03 STREET CONSTRUCTION LABORER TRAINEE	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006	Effective 6/24/2006
03924/53924 REP03 SURVEY TECHNICIAN	2609.36 1204.32 15.0540 Effective 6/24/2006	2739.83 1264.54 15.8067	2876.81 1327.76 16.5970	3020.65 1394.14 17.4268	3171.67 1463.85 18.2981	3330.25 1537.04 19.2130	3496.76 1613.89 20.1736	3671.60 1694.58 21.1823

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BIL-WEEKLY/HOURLY RATES

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03925/53925 REP03 SURVEY TECHNICIAN II	2950.93 1361.97 17.0246 Effective 6/24/2006	3098.47 1430.06 17.8758	3253.40 1501.57 18.7696	3416.07 1576.65 19.7081	3586.87 1653.48 20.6935	3766.22 1738.26 21.7282	3954.53 1825.17 22.8146	4152.25 1916.42 23.9553
03683/53683 REP03 TELECOM- MUNICATIONS TECHNICIAN I	3689.45 1702.82 21.2853 Effective 6/24/2006	3873.93 1787.97 22.3496	4067.63 1877.37 23.4671	4271.02 1971.24 24.6405	4484.57 2069.80 25.8725	4708.79 2173.29 27.1661	4944.23 2281.95 28.5244	5191.44 2396.05 29.9506
03684/53684 REP03 TELECOM- MUNICATIONS TECHNICIAN II	3873.95 1787.98 22.3497 Effective 6/24/2006	4067.65 1877.38 23.4672	4271.04 1971.25 24.6406	4484.58 2069.81 25.8726	4708.81 2173.30 27.1662	4944.25 2281.96 28.5245	5191.45 2396.06 29.9507	5451.02 2515.86 31.4482
03682/53682 REP03 TELECOM- MUNICATIONS TECHNICIAN TRAINER	3354.05 1548.02 19.3503 Effective 6/24/2006	3521.75 1625.42 20.3178	3697.84 1706.70 21.3337	3882.74 1792.03 22.4004	4076.87 1881.63 23.5204	4280.71 1975.71 24.6964	4494.74 2074.50 25.9312	4719.49 2178.22 27.2278
03637/53637 REP03 TRAFFIC CONTROL AND LIGHTING TECHNICIAN I	3437.43 1586.50 19.8313 Effective 6/24/2006	3609.30 1665.83 20.8229	3789.76 1749.12 21.8640	3979.25 1836.58 22.9972	4178.22 1928.41 24.1051	4387.14 2024.83 25.3104	4606.49 2126.07 26.5759	4836.81 2232.38 27.9047
03636/53636 REP03 TRAFFIC CONTROL AND LIGHTING TECHNICIAN II	3781.61 1745.36 21.8170 Effective 6/24/2006	3970.69 1832.62 22.9078	4169.22 1924.26 24.0532	4377.69 2020.47 25.2559	4596.57 2121.50 26.5187	4826.40 2227.57 27.8446	5067.71 2338.94 29.2368	5321.09 2455.89 30.6986
03635/53635 REP03 TRAFFIC CONTROL AND LIGHTING TECHNICIAN TRAINEE	3053.65 1409.38 17.6172 Effective 6/24/2006	3206.34 1479.85 18.4981	3366.65 1553.84 19.4230	3534.98 1631.53 20.3941	3711.73 1713.10 21.4138	3897.31 1798.76 22.4845	4092.17 1888.70 23.6087	4296.78 1983.13 24.7891

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
03660/53660 REP03 <u>TREE MAINTENANCE WORKER</u>	2697.99 1245.22 15.5653 Effective 6/24/2006	2832.89 1307.49 16.3436	2974.54 1372.86 17.1608	3123.26 1441.50 18.0188	3279.41 1513.58 18.9197	3443.39 1589.26 19.8657	3615.56 1668.72 20.8590	3796.33 1752.15 21.9019
03917/53917 REP03 <u>TREE MAINTENANCE WORKER TRAINEE</u>	2357.51 1088.08 13.6010 Effective 6/24/2006	2475.37 1142.48 14.2810	2599.13 1199.60 14.9950	2729.08 1259.58 15.7447	2865.53 1322.55 16.5319	3008.81 1388.68 17.3585	3159.24 1458.11 18.2264	3317.20 1531.02 19.1377
03639/53639 REP03 <u>TREE PRUNER I</u>	2597.14 1198.68 14.9835 Effective 6/24/2006	2727.00 1258.62 15.7327	2863.35 1321.54 16.5193	3006.52 1387.62 17.3453	3156.85 1457.01 18.2126	3314.69 1529.86 19.1232	3480.43 1606.35 20.0794	3654.46 1686.67 21.0834
03640/53640 REP03 <u>TREE PRUNER II</u>	2856.86 1318.55 16.4819 Effective 6/24/2006	2999.71 1384.48 17.3060	3149.69 1453.70 18.1713	3307.18 1526.39 19.0799	3472.54 1602.71 20.0339	3646.17 1682.85 21.0356	3828.48 1766.99 22.0874	4019.91 1855.34 23.1918
03638/53638 REP03 <u>TREE PRUNER TRAINEE</u>	2269.37 1047.40 13.0925 Effective 6/24/2006	2382.83 1099.77 13.7471	2501.98 1154.76 14.4345	2627.07 1212.50 15.1562	2758.43 1273.12 15.9140	2896.35 1356.78 16.7097	3041.17 1403.62 17.5452	3193.23 1473.80 18.4225
09011/59011 REP03 <u>UTILITY WORKER</u>			8.2366	8.6484	9.0808	9.5348	10.0115	10.5121
03915/53915 REP03 <u>WATER WASTE INSPECTOR</u>	1551.97 716.30 8.9537 Effective 6/24/2006	1629.58 752.11 9.4014	1711.06 789.72 9.8715	1796.62 829.21 10.3651	1886.46 870.67 10.8834	1980.78 914.21 11.4276	2079.83 959.92 11.9990	2183.83 1007.92 12.5990

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
03642/53642 REP03 <u>ZOO ATTENDANT I</u>	2411.07 1112.80 13.9100 Effective 6/24/2006	2531.62 1168.44 14.6055	2658.21 1226.86 15.3358	2791.12 1288.21 16.1026	2930.67 1352.62 16.9077	3077.20 1420.25 17.7531	3231.07 1491.26 18.6408	3392.62 1565.82 19.5728
03643/53643 REP03 <u>ZOO ATTENDANT II</u>	2606.83 1203.15 15.0394 Effective 6/24/2006	2737.18 1263.31 15.7914	2874.04 1326.48 16.5810	3017.73 1392.80 17.4100	3168.62 1462.44 18.2805	3327.05 1535.56 19.1945	3493.39 1612.34 20.1542	3668.06 1692.95 21.1619

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BEL-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16001/66001 REP16 <u>ACCOUNT CLERK I</u>	2141.81 988.53 12.3566 Effective 6/24/2006	2248.90 1037.95 12.9744	2361.34 1089.85 13.6231	2479.41 1144.34 14.3043	2603.38 1201.56 15.0195	2733.55 1261.64 15.7705	2870.23 1324.72 16.5590	3013.73 1390.95 17.3869
16002/66002 REP16 <u>ACCOUNT CLERK II</u>	2470.17 1140.08 14.2510 Effective 6/24/2006	2593.67 1197.08 14.9635	2723.36 1256.94 15.7117	2859.53 1319.78 16.4973	3002.51 1385.78 17.3222	3152.64 1455.06 18.1883	3310.27 1527.82 19.0977	3475.78 1604.21 20.0526
16003/66003 REP16 <u>ACCOUNTING TECHNICIAN</u>	2623.26 1210.74 15.1342 Effective 6/24/2006	2754.42 1271.27 15.8909	2892.14 1334.83 16.6854	3036.75 1401.58 17.5197	3188.59 1471.66 18.3957	3348.02 1545.24 19.3155	3515.43 1622.50 20.2813	3691.20 1703.63 21.2954
16214/66214 REP16 <u>ARCHITECTURAL TECHNICIAN I</u>	3037.42 1401.89 17.5236 Effective 6/24/2006	3189.30 1471.98 18.3998	3348.77 1545.58 19.3198	3516.21 1622.86 20.2858	3692.02 1704.01 21.3001	3876.62 1789.21 22.3651	4070.46 1878.67 23.4834	4273.98 1972.61 24.6576
16215/66215 REP16 <u>ARCHITECTURAL TECHNICIAN II</u>	3189.30 1471.98 18.3998 Effective 6/24/2006	3348.77 1545.58 19.3198	3516.21 1622.86 20.2858	3692.02 1704.01 21.3001	3876.62 1789.21 22.3651	4070.46 1878.67 23.4834	4273.98 1972.61 24.6576	4487.69 2071.24 25.8905
16216/66216 REP16 <u>ARCHITECTURAL TECHNICIAN III</u>	3508.25 1619.19 20.2399 Effective 6/24/2006	3683.66 1700.15 21.2519	3867.85 1785.16 22.3145	4061.23 1874.42 23.4302	4264.29 1968.14 24.6017	4477.51 2066.54 25.8318	4701.39 2169.87 27.1234	4936.46 2278.37 28.4796
16108/66108 REP16 <u>ARTS PROGRAM ASSISTANT</u>	2669.89 1232.26 15.4032 Effective 6/24/2006	2803.39 1293.87 16.1734	2943.56 1358.57 16.9821	3090.74 1426.50 17.8312	3245.29 1497.82 18.7228	3407.54 1572.71 19.6589	3577.91 1651.34 20.6418	3756.81 1733.91 21.6739

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16109/66109 REP16	3647.18	3829.54	4021.02	4222.07	4433.17	4654.83	4887.57	5131.95
ARTIS PROGRAM	1683.31	1767.48	1855.86	1948.65	2046.08	2148.38	2255.80	2368.59
<u>COORDINATOR</u>	21.0414	22.0935	23.1982	24.3581	25.5760	26.8548	28.1975	29.6074
	Effective 6/24/2006							
16903/66903 REP16	2915.43	3061.21	3214.26	3374.97	3543.71	3720.89	3906.93	4102.28
BOOKING	1345.58	1412.86	1483.50	1557.68	1635.56	1717.34	1803.20	1893.36
<u>COORDINATOR</u>	16.8198	17.5608	18.5438	19.4710	20.4445	21.4667	22.5400	23.6670
	Effective 6/24/2006							
16941/66941 REP16	2163.22	2271.38	2384.95	2504.20	2629.41	2760.89	2898.93	3043.87
BOUQUET OPERATOR	998.41	1048.33	1100.74	1155.78	1213.58	1274.26	1337.97	1404.86
<u>INSPECTOR 1</u>	12.4801	13.1041	13.7593	14.4473	15.1697	15.9282	16.7246	17.5608
	Effective 6/24/2006							
16011/66011 REP16	3758.47	3946.40	4143.72	4350.91	4568.46	4796.88	5036.72	5288.56
BUILDING	1734.68	1821.42	1912.49	2008.11	2108.52	2213.94	2324.64	2440.87
<u>INSPECTOR 1</u>	21.6835	22.7677	23.9061	25.1014	26.3565	27.6743	29.0580	30.5109
	Effective 6/24/2006							
16012/66012 REP16	3946.40	4143.72	4350.91	4568.46	4796.88	5036.72	5288.56	5552.98
BUILDING	1821.42	1912.49	2008.11	2108.52	2213.94	2324.64	2440.87	2562.91
<u>INSPECTOR 2</u>	22.7677	23.9061	25.1014	26.3565	27.6743	29.0580	30.5109	32.0364
	Effective 6/24/2006							
16229/66229 REP16	4143.76	4350.94	4568.49	4796.91	5036.75	5288.59	5553.03	5830.67
BUILDING	1912.50	2008.13	2108.54	2213.96	2324.66	2440.89	2562.94	2691.08
<u>INSPECTOR 3</u>	23.9063	25.1016	26.3567	27.6745	29.0582	30.5111	32.0367	33.6385
	Effective 6/24/2006							
16230/66230 REP16	4350.93	4568.48	4796.90	5036.74	5288.57	5553.01	5830.66	6122.19
BUILDING	2008.12	2108.53	2213.95	2324.65	2440.88	2562.93	2691.07	2825.62
<u>INSPECTOR 4</u>	25.1015	26.3566	27.6744	29.0581	30.5110	32.0366	33.6384	35.3203
	Effective 6/24/2006							

EXHIBIT A

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16013/66013 REP16 BUILDING TECHNICIAN	3182.57 1468.88 18.3610 Effective 6/24/2006	3341.69 1542.32 19.2790	3508.77 1619.43 20.2429	3684.20 1700.40 21.2550	3868.40 1785.42 22.3177	4061.82 1874.69 23.4336	4264.92 1968.42 24.6053	4478.17 2066.85 25.8356
16014/66014 REP16 BURGLARY / ROBBERY ALARM INSPECTOR	3285.08 1516.19 18.9524 Effective 6/24/2006	3449.33 1592.00 19.9000	3621.80 1671.60 20.8950	3802.88 1755.18 21.9397	3993.03 1842.94 23.0367	4192.67 1935.08 24.1885	4402.30 2031.83 25.3979	4622.42 2133.42 26.6678
16015/66015 REP16 BUYER I	2825.18 1303.93 16.2991 Effective 6/24/2006	2966.44 1369.13 17.1141	3114.77 1437.58 17.9698	3270.51 1509.46 18.8683	3434.03 1584.94 19.8117	3605.73 1664.18 20.8023	3786.02 1747.39 21.8424	3975.31 1834.76 22.9345
16016/66016 REP16 BUYER II	3362.51 1551.93 19.3991 Effective 6/24/2006	3530.64 1629.53 20.3691	3707.18 1711.01 21.3876	3892.55 1796.56 22.4570	4087.17 1886.38 23.5798	4291.53 1980.70 24.7588	4506.09 2079.74 25.9967	4731.39 2183.72 27.2965
16017/66017 REP16 BUYER III	3858.87 1781.02 22.2627 Effective 6/24/2006	4051.81 1870.06 23.3758	4254.40 1963.57 24.5446	4467.11 2061.74 25.7718	4690.47 2164.83 27.0604	4924.99 2273.07 28.4134	5171.24 2386.73 29.8341	5429.81 2506.06 31.3258
16018/66018 REP16 CASHIER	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807
16232/66232 REP16 CENTRAL SERVICES ASSISTANT I	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
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16233/66233 REP16 CENTRAL SERVICES ASSISTANT II	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
16234/66234 REP16 CENTRAL SERVICES ASSISTANT III	2448.80 1130.22 14.1277 Effective 6/24/2006	2571.24 1186.73 14.8341	2699.81 1246.06 15.5758	2834.80 1308.37 16.3546	2976.53 1373.78 17.1723	3125.36 1442.47 18.0309	3281.62 1514.59 18.9324	3445.69 1590.32 19.8790
16950/66950 REP16 CHILD CARE ASSISTANT			1362.07 628.65 7.8581 Effective 6/24/2006	1430.17 660.08 8.2510	1501.67 693.08 8.6635	1576.76 727.74 9.0967	1655.59 764.12 9.5515	1738.38 802.33 10.0291
16104/66104 REP16 CLAIMS COLLECTOR	2535.26 1170.12 14.6265 Effective 6/24/2006	2662.02 1228.62 15.3578	2795.12 1290.06 16.1257	2934.88 1354.56 16.9320	3081.62 1422.29 17.7786	3235.70 1493.40 18.6675	3397.49 1568.07 19.6009	3567.36 1646.47 20.5809
16019/66019 REP16 CLERK I	1910.90 881.95 11.0244 Effective 6/24/2006	2006.44 926.05 11.5756	2106.76 972.35 12.1544	2212.10 1020.97 12.7621	2322.70 1072.02 13.4002	2438.83 1125.62 14.0702	2560.77 1181.90 14.7737	2688.82 1240.99 15.5124
16020/66020 REP16 CLERK II	2141.81 988.53 12.3566 Effective 6/24/2006	2248.90 1037.95 12.9744	2361.34 1089.85 13.6231	2479.41 1144.34 14.3043	2603.38 1201.56 15.0195	2733.55 1261.64 15.7705	2870.23 1324.72 16.5590	3013.73 1390.95 17.3869
16021/66021 REP16 CLERK III	2378.93 1097.97 13.7246 Effective 6/24/2006	2497.87 1152.86 14.4108	2622.76 1210.50 15.1313	2753.90 1271.03 15.8879	2891.60 1334.58 16.6823	3036.18 1401.31 17.5164	3187.98 1471.38 18.3922	3347.38 1544.94 19.3118

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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16114/66114 REP16 CODE ENFORCEMENT OFFICER	3292.05 1519.41 18.9926 Effective 6/24/2006	3456.65 1595.38 19.9422	3629.48 1675.14 20.9393	3810.96 1758.90 21.9863	4001.50 1846.85 23.0856	4201.58 1939.19 24.2399	4411.66 2036.15 25.4519	4632.25 2137.96 26.7245
16922/66922 REP16 COMMUNICATIONS ASSISTANT	3055.47 1410.22 17.6277 Effective 6/24/2006	3208.24 1480.73 18.5091	3368.66 1554.77 19.4346	3537.09 1632.50 20.4063	3713.94 1714.13 21.4266	3899.64 1799.83 22.4979	4094.62 1889.82 23.6228	4299.34 1984.31 24.8039
16023/66023 REP16 COMMUNITY SERVICE REPRESENTATIVE I	2398.22 1106.87 13.8359 Effective 6/24/2006	2518.13 1162.22 14.5277	2644.04 1220.33 15.2541	2776.25 1281.34 16.0168	2915.05 1345.41 16.8176	3060.81 1412.68 17.6585	3213.84 1483.31 18.5414	3374.54 1557.48 19.4685
16125/66125 REP16 COMMUNITY SERVICE REPRESENTATIVE II	2657.37 1226.48 15.3310 Effective 6/24/2006	2790.25 1287.81 16.0976	2929.77 1352.20 16.9025	3076.25 1419.81 17.7476	3230.07 1490.80 18.6350	3391.56 1565.34 19.5667	3561.13 1643.60 20.5450	3739.18 1725.78 21.5722
16024/66024 REP16 COMPUTER OPERATOR I	3055.47 1410.22 17.6277 Effective 6/24/2006	3208.24 1480.73 18.5091	3368.66 1554.77 19.4346	3537.09 1632.50 20.4063	3713.94 1714.13 21.4266	3899.64 1799.83 22.4979	4094.62 1889.82 23.6228	4299.34 1984.31 24.8039
16231/66231 REP16 COMPUTER OPERATOR II	3208.24 1480.73 18.5091 Effective 6/24/2006	3368.66 1554.77 19.4346	3537.09 1632.50 20.4063	3713.94 1714.13 21.4266	3899.64 1799.83 22.4979	4094.62 1889.82 23.6228	4299.34 1984.31 24.8039	4514.31 2083.53 26.0441
16025/66025 REP16 CONSTRUCTION INSPECTOR I	3311.12 1528.21 19.1026 Effective 6/24/2006	3476.67 1604.62 20.0577	3650.50 1684.85 21.0606	3833.02 1769.09 22.1136	4024.68 1857.54 23.2193	4225.92 1950.42 24.3803	4437.21 2047.94 25.5993	4659.08 2150.34 26.8793

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GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
4/28/2006 1:13 PM								
16026/66026 REP16 CONSTRUCTION INSPECTOR II	3722.00 1717.85 21.4731 Effective 6/24/2006	3908.11 1803.74 22.5468	4103.51 1893.93 23.6741	4308.69 1988.62 24.8578	4524.12 2088.06 26.1007	4750.32 2192.46 27.4057	4987.84 2302.08 28.7760	5237.23 2417.18 30.2148
16027/66027 REP16 CONSTRUCTION INSPECTOR III	3908.09 1803.74 22.5467 Effective 6/24/2006	4103.49 1893.92 23.6740	4308.67 1988.62 24.8577	4524.10 2088.05 26.1006	4750.30 2192.45 27.4056	4987.82 2302.07 28.7759	5237.21 2417.18 30.2147	5499.07 2538.03 31.7254
16913/66913 REP16 CUSTOMER SERVICE REPRESENTATIVE	2363.89 1091.02 13.6378 Effective 6/24/2006	2482.08 1145.58 14.3197	2606.19 1202.86 15.0357	2736.50 1263.00 15.7875	2873.33 1326.15 16.5769	3016.99 1392.46 17.4057	3167.84 1462.08 18.2760	3326.23 1535.18 19.1898
16914/66914 REP16 CUSTOMER SERVICE TRAINEE	2007.58 926.58 11.5822 Effective 6/24/2006	2107.96 972.90 12.1613	2213.36 1021.55 12.7694	2324.04 1072.63 13.4079	2440.24 1126.26 14.0783	2562.25 1182.58 14.7822	2690.36 1241.70 15.5213	2824.88 1303.79 16.2974
16126/66126 REP16 DATA ENTRY TECHNICIAN	2141.81 988.53 12.3566 Effective 6/24/2006	2248.90 1037.95 12.9744	2361.34 1089.85 13.6231	2479.41 1144.34 14.3043	2603.38 1201.56 15.0195	2733.55 1261.64 15.7705	2870.23 1324.72 16.5590	3013.73 1390.95 17.3869
16217/66217 REP16 DEPARTMENT SYSTEMS SPECIALIST I	3823.72 1764.79 22.0599 Effective 6/24/2006	4014.90 1853.03 23.1629	4215.64 1945.68 24.3210	4426.43 2042.97 25.5371	4647.76 2145.12 26.8140	4880.15 2252.38 28.1547	5124.15 2364.99 29.5624	5380.35 2483.24 31.0405
16218/66218 REP16 DEPARTMENT SYSTEMS SPECIALIST II	4206.52 1941.47 24.2684 Effective 6/24/2006	4416.85 2038.54 25.4818	4637.69 2140.47 26.7559	4869.57 2247.50 28.0937	5113.06 2359.87 29.4984	5368.71 2477.86 30.9733	5637.15 2601.76 32.5220	5919.00 2731.85 34.1481

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
4/28/2006 1:13 PM								
16201/66201 REP16 ELDER CARE ASSISTANT	Effective 6/24/2006	1427.68 658.93 8.2366	1499.06 691.87 8.6484	1574.01 726.46 9.0808	1652.70 762.78 9.5348	1735.33 800.92 10.0115	1822.10 840.97 10.5121	
16039/66039 REP16 ELECTRICAL CONSTRUCTION INSPECTOR I	Effective 6/24/2006	3213.77 1483.28 18.5410	3720.34 1717.08 21.4635	3906.36 1802.94 22.5367	4101.67 1893.08 23.6635	4306.76 1987.74 24.8467	4522.09 2087.12 26.0890	
16040/66040 REP16 ELECTRICAL CONSTRUCTION INSPECTOR II	Effective 6/24/2006	3535.93 1631.97 20.3996	4093.28 1889.21 23.6151	4297.96 1983.67 24.7959	4512.85 2082.86 26.0357	4738.50 2187.00 27.3375	4975.43 2296.35 28.7044	
16041/66041 REP16 ELECTRICAL CONSTRUCTION INSPECTOR III	Effective 6/24/2006	3760.17 1735.46 21.6933	4352.87 2009.02 25.1127	4570.51 2109.46 26.3683	4799.03 2214.94 27.6867	5038.97 2325.68 29.0710	5290.93 2441.97 30.5246	
16930/66930 REP16 ENGINEERING TECHNICIAN I	Effective 6/24/2006	3037.41 1401.88 17.5235	3516.19 1622.86 20.2857	3692.00 1704.00 21.3000	3876.60 1789.20 22.3650	4070.44 1878.66 23.4833	4273.97 1972.60 24.6575	
16931/66931 REP16 ENGINEERING TECHNICIAN II	Effective 6/24/2006	3189.28 1471.98 18.3997	3692.00 1704.00 21.3000	3876.60 1789.20 22.3650	4070.44 1878.66 23.4833	4273.97 1972.60 24.6575	4487.67 2071.23 25.8904	
16939/66939 REP16 ENGINEERING TECHNICIAN III	Effective 6/24/2006	3508.25 1619.19 20.2399	4061.23 1874.42 23.4302	4264.29 1968.14 24.6017	4477.51 2066.54 25.8318	4701.39 2169.87 27.1234	4936.46 2278.37 28.4796	

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16043/66043 REP16 EVENTS COORDINATOR	2896.50 1336.85 16.7106 Effective 6/24/2006	3041.32 1403.69 17.5461	3193.39 1473.87 18.4234	3353.06 1547.57 19.3446	3520.71 1624.94 20.3118	3696.75 1706.19 21.3274	3881.59 1791.50 22.3938	4075.67 1881.08 23.5135
16044/66044 REP16 EXHIBITS COORDINATOR	2546.84 1175.46 14.6933 Effective 6/24/2006	2674.19 1234.24 15.4280	2807.90 1295.95 16.1994	2948.30 1360.75 17.0094	3095.72 1428.79 17.8599	3250.50 1500.23 18.7529	3413.02 1575.24 19.6905	3583.67 1654.00 20.6750
16916/66916 REP16 FACILITY DRAWINGS TECHNICIAN	3182.57 1468.88 18.3610 Effective 6/24/2006	3341.69 1542.32 19.2790	3508.77 1619.43 20.2429	3684.20 1700.40 21.2550	3868.40 1785.42 22.3177	4061.82 1874.69 23.4336	4264.92 1968.42 24.6053	4478.17 2066.85 25.8356
16974/66974 REP16 FINGERPRINT CLERK	2701.83 1247.00 15.5875 Effective 6/24/2006	2836.93 1309.35 16.3669	2978.77 1374.82 17.1852	3127.71 1443.56 18.0445	3284.09 1515.74 18.9467	3448.29 1591.52 19.8940	3620.71 1671.10 20.8887	3801.74 1754.65 21.9331
16045/66045 REP16 FLEET MANAGEMENT TECHNICIAN	3691.83 1703.92 21.2990 Effective 6/24/2006	3876.41 1789.11 22.3639	4070.23 1878.57 23.4821	4273.74 1972.50 24.6562	4487.43 2071.12 25.8890	4711.79 2174.67 27.1834	4947.38 2283.41 28.5426	5194.75 2397.58 29.9697
16957/66957 REP16 GRAPHICS ASSISTANT	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
09107/59107 REP16 HUMAN SERVICES PROGRAM COORDINATOR	2406.42 1110.66 13.8832 Effective 6/24/2006	2526.75 1166.19 14.5774	2653.09 1224.50 15.3063	2785.74 1285.73 16.0716	2925.03 1350.02 16.8752	3071.29 1417.52 17.7190	3224.87 1488.40 18.6050	3386.12 1562.82 19.5353

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/23/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16047/66047 REP16 IDENTIFICATION <u>TECHNICIAN I</u>	2633.04 1215.25 15.1906 Effective 6/24/2006	2764.68 1276.01 15.9501	2902.92 1339.81 16.7476	3048.07 1406.80 17.5850	3200.48 1477.14 18.4643	3360.50 1551.00 19.3875	3528.53 1628.55 20.3569	3704.95 1709.98 21.3747
16128/66128 REP16 IDENTIFICATION <u>TECHNICIAN I (BA)</u>	2764.68 1276.01 15.9501 Effective 6/24/2006	2902.92 1339.81 16.7476	3048.07 1406.80 17.5850	3200.48 1477.14 18.4643	3360.50 1551.00 19.3875	3528.53 1628.55 20.3569	3704.95 1709.98 21.3747	3890.19 1795.47 22.4434
16048/66048 REP16 IDENTIFICATION <u>TECHNICIAN II</u>	3066.86 1415.47 17.6934 Effective 6/24/2006	3220.20 1486.25 18.5781	3381.21 1560.56 19.5070	3550.28 1638.59 20.4824	3727.79 1720.52 21.5065	3914.18 1806.54 22.5818	4109.89 1896.87 23.7109	4315.38 1991.71 24.8964
16129/66129 REP16 IDENTIFICATION <u>TECHNICIAN II</u> <u>(BA)</u>	3220.20 1486.25 18.5781 Effective 6/24/2006	3381.21 1560.56 19.5070	3550.27 1638.58 20.4823	3727.78 1720.51 21.5064	3914.16 1806.54 22.5817	4109.87 1896.86 23.7108	4315.36 1991.70 24.8963	4531.12 2091.29 26.1411
16130/66130 REP16 IDENTIFICATION <u>TECHNICIAN II</u> <u>(LPE CERT - BA)</u>	3680.21 1698.56 21.2320 Effective 6/24/2006	3864.22 1783.49 22.2936	4057.44 1872.66 23.4083	4260.31 1966.30 24.5787	4473.32 2064.61 25.8076	4696.99 2167.84 27.0980	4931.84 2276.23 28.4529	5178.42 2390.04 29.8755
16051/66051 REP16 IDENTIFICATION <u>TECHNICIAN II</u> <u>(LPE CERT)</u>	3526.88 1627.79 20.3474 Effective 6/24/2006	3703.23 1709.18 21.3648	3888.39 1794.64 22.4330	4082.80 1884.37 23.5546	4286.93 1978.58 24.7323	4501.28 2077.51 25.9689	4726.33 2181.38 27.2673	4962.65 2290.46 28.6307
16926/66926 REP16 IDENTIFICATION <u>TECHNICIAN III</u>	3312.30 1528.75 19.1094 Effective 6/24/2006	3477.92 1605.19 20.0649	3651.80 1685.45 21.0681	3834.39 1769.72 22.1215	4026.12 1858.21 23.2276	4227.43 1951.12 24.3890	4438.79 2048.67 25.6084	4660.73 2151.10 26.8888

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

4/28/2006 1:13 PM CODE TITLE	SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES									
	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10		
16927/66927 REP16 IDENTIFICATION TECHNICIAN III (BA)	3477.92 1605.19 20.0649 Effective 6/24/2006	3651.80 1685.45 21.0681	3834.39 1769.72 22.1215	4026.12 1858.21 23.2276	4227.43 1951.12 24.3890	4438.81 2048.68 25.6085	4660.74 2151.11 26.8889	4893.77 2258.66 28.2333		
16929/66929 REP16 IDENTIFICATION TECHNICIAN III (LPE CERT - BA)	3974.74 1834.50 22.9312 Effective 6/24/2006	4173.49 1926.22 24.0778	4382.16 2022.54 25.2817	4601.27 2123.66 26.5458	4831.34 2229.85 27.8731	5072.91 2341.34 29.2668	5326.55 2458.41 30.7301	5592.88 2581.33 32.2666		
16928/66928 REP16 IDENTIFICATION TECHNICIAN III (LPE CERT)	3809.10 1758.05 21.9756 Effective 6/24/2006	3999.56 1845.99 23.0744	4199.54 1938.25 24.2281	4409.51 2035.16 25.4395	4629.99 2136.92 26.7115	4861.50 2243.77 28.0471	5104.58 2355.96 29.4495	5359.81 2473.76 30.9220		
16219/66219 REP16 INFORMATION TECHNOLOGY SUPPORT SPECIALIST I	3993.55 1843.18 23.0397 Effective 6/24/2006	4193.23 1935.34 24.1917	4402.89 2032.10 25.4013	4623.04 2133.71 26.6714	4854.20 2240.40 28.0050	5096.92 2352.42 29.4053	5351.77 2470.05 30.8756	5619.36 2593.55 32.4194		
16220/66220 REP16 INFORMATION TECHNOLOGY SUPPORT SPECIALIST II	4393.12 2027.59 25.3449 Effective 6/24/2006	4612.76 2128.97 26.6121	4843.40 2235.42 27.9427	5085.57 2347.18 29.3398	5339.85 2464.54 30.8068	5606.83 2587.77 32.3471	5887.18 2717.16 33.9645	6181.53 2853.02 35.6627		
16221/66221 REP16 INFORMATION TECHNOLOGY TRAINER	3055.47 1410.22 17.6277 Effective 6/24/2006	3208.24 1480.73 18.5091	3368.66 1554.77 19.4346	3537.09 1632.50 20.4063	3713.94 1714.13 21.4266	3899.64 1799.83 22.4979	4094.62 1889.82 23.6228	4299.34 1984.31 24.8039		
16053/66053 REP16 KEY DATA OPERATOR I	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807		

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
4/28/2006 1:13 PM CODE TITLE								
16945/66945 REP16 KEY DATA OPERATOR I (UNPY)	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807
16209/66209 REP16 LANDSCAPE TECHNICIAN I	3037.41 1401.88 17.5235 Effective 6/24/2006	3189.28 1471.98 18.3997	3348.75 1545.58 19.3197	3516.19 1622.86 20.2857	3692.00 1704.00 21.3000	3876.60 1789.20 22.3650	4070.44 1878.66 23.4833	4273.97 1972.60 24.6575
16054/66054 REP16 LANDSCAPE TECHNICIAN II	3189.28 1471.98 18.3997 Effective 6/24/2006	3348.75 1545.58 19.3197	3516.19 1622.86 20.2857	3692.00 1704.00 21.3000	3876.60 1789.20 22.3650	4070.44 1878.66 23.4833	4273.97 1972.60 24.6575	4487.67 2071.23 25.8904
16118/66118 REP16 MEDIA AND COMPUTER SPECIALIST	3339.18 1541.16 19.2645 Effective 6/24/2006	3506.13 1618.22 20.2277	3681.44 1699.13 21.2391	3865.52 1784.09 22.3011	4058.81 1873.30 23.4162	4261.75 1966.96 24.5870	4474.84 2065.31 25.8164	4698.58 2168.58 27.1072
16110/66110 REP16 MICROCOMPUTER SYSTEMS SPECIALIST	3339.18 1541.16 19.2645 Effective 6/24/2006	3506.13 1618.22 20.2277	3681.44 1699.13 21.2391	3865.52 1784.09 22.3011	4058.81 1873.30 23.4162	4261.75 1966.96 24.5870	4474.84 2065.31 25.8164	4698.58 2168.58 27.1072
16968/66968 REP16 NEIGHBORHOOD RESOURCES COORDINATOR I	2965.54 1368.71 17.1089 Effective 6/24/2006	3113.81 1437.14 17.9643	3269.50 1509.00 18.8625	3432.97 1584.45 19.8056	3604.62 1663.67 20.7959	3784.85 1746.86 21.8357	3974.10 1834.20 22.9275	4172.81 1925.91 24.0739
16969/66969 REP16 NEIGHBORHOOD RESOURCES COORDINATOR II	3341.99 1542.46 19.2807 Effective 6/24/2006	3509.08 1619.58 20.2447	3684.53 1700.55 21.2569	3868.75 1785.58 22.3197	4062.19 1874.86 23.4357	4265.30 1968.60 24.6075	4478.57 2067.03 25.8379	4702.50 2170.38 27.1298

EXHIBIT A

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16064/66064 REP16 <u>OFFSET EQUIPMENT</u> <u>OPERATOR</u>	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
16065/66065 REP16 <u>PERSONNEL</u> <u>TRANSACTIONS</u> <u>COORDINATOR</u>	2398.22 1106.87 13.8359 Effective 6/24/2006	2518.13 1162.22 14.5277	2644.04 1220.33 15.2541	2776.25 1281.34 16.0168	2915.05 1345.41 16.8176	3060.81 1412.68 17.6585	3213.84 1483.31 18.5414	3374.54 1557.48 19.4685
16111/66111 REP16 <u>PLANNING</u> <u>TECHNICIAN I</u>	2604.35 1202.01 15.0251 Effective 6/24/2006	2734.58 1262.11 15.7764	2871.30 1325.22 16.5652	3014.87 1391.48 17.3935	3165.62 1461.06 18.2632	3323.91 1534.11 19.1764	3490.10 1610.82 20.1352	3664.61 1691.36 21.1420
16112/66112 REP16 <u>PLANNING</u> <u>TECHNICIAN II</u>	2864.87 1322.25 16.5281 Effective 6/24/2006	3008.11 1388.36 17.3545	3138.51 1457.78 18.2222	3316.44 1530.66 19.1333	3482.27 1607.20 20.0900	3656.38 1687.56 21.0945	3839.19 1771.94 22.1492	4031.16 1860.54 23.2567
16066/66066 REP16 <u>POLICE CLERK I</u>	1910.90 881.95 11.0244 Effective 6/24/2006	2006.44 926.05 11.5756	2106.76 972.35 12.1544	2212.10 1020.97 12.7621	2322.70 1072.02 13.4002	2438.83 1125.62 14.0702	2560.77 1181.90 14.7737	2688.82 1240.99 15.5124
16067/66067 REP16 <u>POLICE CLERK II</u>	2141.81 988.53 12.3566 Effective 6/24/2006	2248.90 1037.95 12.9744	2361.34 1089.85 13.6231	2479.41 1144.34 14.3043	2603.38 1201.56 15.0195	2733.55 1261.64 15.7705	2870.23 1324.72 16.5590	3013.73 1390.95 17.3869
16943/66943 REP16 <u>POLICE CLERK II</u> <u>(UNEP)</u>	2141.81 988.53 12.3566 Effective 6/24/2006	2248.90 1037.95 12.9744	2361.34 1089.85 13.6231	2479.41 1144.34 14.3043	2603.38 1201.56 15.0195	2733.55 1261.64 15.7705	2870.23 1324.72 16.5590	3013.73 1390.95 17.3869

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16068/66068 REP16 POLICE CLERK III	2378.93 1097.97 13.7246 Effective 6/24/2006	2497.87 1152.86 14.4108	2622.76 1210.50 15.1313	2753.90 1271.03 15.8879	2891.60 1334.58 16.6823	3036.18 1401.31 17.5164	3187.98 1471.38 18.3922	3347.38 1544.94 19.3118
16933/66933 REP16 POLICE RECORDS ASSISTANT I	2027.25 935.66 11.6957 Effective 6/24/2006	2128.62 982.44 12.2805	2235.05 1031.56 12.8945	2346.79 1083.14 13.5392	2464.14 1137.30 14.2162	2587.35 1194.16 14.9270	2716.72 1253.87 15.6734	2852.56 1316.57 16.4571
16934/66934 REP16 POLICE RECORDS ASSISTANT II	2493.90 1151.03 14.3879 Effective 6/24/2006	2618.60 1208.58 15.1073	2749.53 1269.02 15.8627	2887.01 1392.46 16.6558	3031.36 1399.09 17.4886	3182.92 1469.04 18.3630	3342.06 1542.49 19.2811	3509.17 1619.62 20.2452
16210/66210 REP16 PROGRAM COORDINATOR	2617.26 1207.97 15.0996 Effective 6/24/2006	2748.13 1268.37 15.8546	2885.53 1331.78 16.6473	3029.81 1398.38 17.4797	3181.31 1468.30 18.3537	3340.38 1541.71 19.2714	3507.40 1618.80 20.2350	3682.78 1699.74 21.2468
16211/66211 REP16 PROGRAM DEVELOPER	2250.61 1038.74 12.9843 Effective 6/24/2006	2363.14 1090.68 13.6335	2481.30 1145.22 14.3152	2605.37 1202.48 15.0310	2735.63 1262.60 15.7825	2872.41 1325.73 16.5716	3016.03 1392.02 17.4002	3166.83 1461.62 18.2702
16949/66949 REP16 PROGRAM LEADER	1874.95 865.36 10.8170 Effective 6/24/2006	1968.70 908.63 11.3579	2067.14 954.06 11.9258	2170.50 1001.77 12.5221	2279.02 1051.86 13.1482	2392.97 1104.45 13.8056	2512.62 1159.67 14.4959	2638.25 1217.66 15.2207
16071/66071 REP16 PROPERTY ASSISTANT	2673.30 1233.83 15.4229 Effective 6/24/2006	2806.96 1295.52 16.1940	2947.31 1360.30 17.0037	3094.68 1428.31 17.8539	3249.41 1499.73 18.7466	3411.88 1574.71 19.6839	3582.47 1653.45 20.6681	3761.59 1736.12 21.7015

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
09039/59039 REP16 <u>RECREATION AIDE</u>			7.8581	8.2510	8.6635	9.0967	9.5515	10.0291
	Effective 6/24/2006							
09038/59038 REP16 <u>RECREATION LEADER (HANDICAPPED)</u>			8.2366	8.6484	9.0808	9.5348	10.0115	10.5121
	Effective 6/24/2006							
16953/66953 REP16 <u>REVENUE SERVICES REPRESENTATIVE</u>	2470.17	2593.67	2723.36	2859.53	3002.51	3152.64	3310.27	3475.78
	1140.08	1197.08	1256.94	1319.78	1385.78	1455.06	1527.82	1604.21
	14.2510	14.9635	15.7117	16.4973	17.3222	18.1883	19.0977	20.0526
	Effective 6/24/2006							
16952/66952 REP16 <u>REVENUE SERVICES TRAINEE</u>	2104.37	2209.58	2320.07	2436.08	2557.88	2685.77	2820.05	2961.05
	971.25	1019.81	1070.80	1124.34	1180.56	1239.58	1301.56	1366.64
	12.1406	12.7476	13.3850	14.0543	14.7570	15.4948	16.2695	17.0830
	Effective 6/24/2006							
16205/66205 REP16 <u>SECRETARY</u>	2522.24	2648.36	2780.77	2919.80	3065.80	3219.09	3380.05	3549.05
	1164.11	1222.32	1283.43	1347.60	1414.98	1485.74	1560.02	1638.02
	14.5514	15.2790	16.0429	16.8450	17.6873	18.5717	19.5003	20.4753
	Effective 6/24/2006							
16081/66081 REP16 <u>SECRETARY TO THE PLANNING COMMISSION</u>	2424.27	2545.49	2672.77	2806.41	2946.72	3094.05	3248.75	3411.18
	1118.90	1174.84	1233.58	1295.26	1360.02	1428.02	1499.42	1574.39
	13.9862	14.6855	15.4198	16.1908	17.0003	17.8503	18.7428	19.6799
	Effective 6/24/2006							
16235/66235 REP16 <u>SENIOR CENTRAL SERVICES ASSISTANT</u>	2633.54	2765.22	2903.49	3048.66	3201.09	3361.14	3529.21	3705.66
	1215.48	1276.26	1340.07	1407.07	1477.42	1551.30	1628.86	1710.30
	15.1935	15.9532	16.7509	17.5884	18.4678	19.3912	20.3608	21.3788
	Effective 6/24/2006							

EXHIBIT A

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A% STEP B7	STEP C8	STEP D9	STEP E10	
16103/66103 REP16 <u>SENIOR CLAIMS COLLECTOR</u>	2915.43 1345.58 16.8198 Effective 6/24/2006	3061.21 1412.86 17.6608	3214.26 1483.50 18.5438	3374.97 1557.68 19.4710	3543.71 1635.56 20.4445	3720.89 1717.34 21.4667	3906.93 1803.20 22.5400	4102.28 1893.36 23.6670
16908/66908 REP16 <u>SENIOR COMPUTER OPERATOR</u>	3775.69 1742.62 21.7828 Effective 6/24/2006	3964.46 1829.75 22.8719	4162.69 1921.24 24.0155	4370.83 2017.30 25.2163	4589.36 2118.17 26.4771	4818.84 2224.08 27.8010	5059.77 2335.28 29.1910	5312.75 2452.04 30.6505
16912/66912 REP16 <u>SENIOR CUSTOMER SERVICE REPRESENTATIVE</u>	2597.40 1198.80 14.9850 Effective 6/24/2006	2727.26 1258.74 15.7342	2863.62 1321.67 16.5209	3006.80 1387.75 17.3469	3157.13 1457.14 18.2142	3314.98 1529.99 19.1249	3480.72 1606.49 20.0811	3654.77 1686.82 21.0852
16127/66127 REP16 <u>SENIOR DATA ENTRY TECHNICIAN</u>	2378.93 1097.97 13.7246 Effective 6/24/2006	2497.87 1152.86 14.4108	2622.76 1210.50 15.1313	2753.90 1271.03 15.8879	2891.60 1334.58 16.6823	3036.18 1401.31 17.5164	3187.98 1471.38 18.3922	3347.38 1544.94 19.3118
16222/66222 REP16 <u>SENIOR DEPARTMENT SYSTEMS SPECIALIST</u>	4627.17 2133.62 26.6952 Effective 6/24/2006	4858.53 2242.40 28.0300	5101.46 2354.52 29.4315	5356.54 2472.25 30.9031	5624.37 2595.86 32.4483	5905.59 2725.66 34.0707	6200.86 2861.94 35.7742	6510.90 3005.03 37.5629
16932/66932 REP16 <u>SENIOR ENGINEERING TECHNICIAN</u>	3787.13 1747.90 21.8488 Effective 6/24/2006	3976.47 1835.30 22.9412	4175.31 1927.06 24.0883	4384.07 2023.42 25.2927	4603.27 2124.58 26.5573	4833.43 2230.82 27.8852	5075.11 2342.36 29.2795	5328.87 2459.48 30.7435
16223/66223 REP16 <u>SENIOR INFORMATION TECHNOLOGY SUPPORT SPECIALIST</u>	4832.27 2230.28 27.8785 Effective 6/24/2006	5073.88 2341.79 29.2724	5327.57 2458.88 30.7360	5593.95 2581.82 32.2728	5873.64 2710.91 33.8864	6167.32 2846.46 35.5807	6475.68 2988.78 37.3597	6799.47 3138.22 39.2277

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10	
#282006 1:15 PM								
16083/66083 REP16 <u>SENIOR KEY DATA OPERATOR</u>	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
16208/66208 REP16 <u>SENIOR LANDFILL ENGINEERING TECHNICIAN</u>	3787.13 1747.90 21.8488 Effective 6/24/2006	3976.47 1835.30 22.9412	4175.31 1927.06 24.0883	4384.07 2023.42 25.2927	4603.27 2124.58 26.5573	4833.43 2230.82 27.8852	5075.11 2342.36 29.2795	5328.87 2459.48 30.7435
16131/66131 REP16 <u>SENIOR PERSONNEL TRANSACTIONS COORDINATOR</u>	2638.69 1217.86 15.2232 Effective 6/24/2006	2770.63 1278.75 15.9844	2909.16 1342.69 16.7836	3054.62 1409.82 17.6228	3207.34 1480.31 18.5039	3367.71 1554.33 19.4291	3536.10 1632.05 20.4006	3712.90 1713.65 21.4206
16072/66072 REP16 <u>SENIOR PROPERTY ASSISTANT</u>	2895.48 1336.38 16.7047 Effective 6/24/2006	3040.25 1403.19 17.5399	3192.26 1473.35 18.4169	3351.87 1547.02 19.3377	3519.46 1624.37 20.3046	3695.43 1705.58 21.3198	3880.21 1790.86 22.3858	4074.22 1880.41 23.5051
09118/59118 REP16 <u>SENIOR RECREATION AIDE</u>	8.7688 Effective 6/24/2006	9.2072	9.6676	10.1510	11.1914	11.7510	12.3385	
16954/66954 REP16 <u>SENIOR REVENUE SERVICES REPRESENTATIVE</u>	2717.87 1254.40 15.6800 Effective 6/24/2006	2853.76 1317.12 16.4640	2936.45 1382.98 17.2872	3146.28 1452.13 18.1516	3303.59 1524.74 19.0592	3468.78 1600.98 20.0122	3642.22 1681.02 21.0128	3824.32 1765.07 22.0634
16951/66951 REP16 <u>SENIOR SCHOOL CROSSING GUARD</u>	2310.48 1066.38 13.3297 Effective 6/24/2006	2426.01 1119.70 13.9962	2547.31 1175.68 14.6960	2674.67 1234.46 15.4308	2808.40 1296.18 16.2023	2948.82 1360.99 17.0124	3096.25 1429.04 17.8630	3251.07 1500.50 18.7562

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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TITLE

	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16228/66228 REP16	2792.61	2932.25	3078.85	3232.79	3394.42	3564.15	3742.35	3929.47
SENIOR UTILITY	1288.90	1353.34	1421.01	1492.06	1566.66	1644.99	1727.24	1813.60
CUSTOMER SERVICE	16.1112	16.9168	17.7626	18.6507	19.5832	20.5624	21.5905	22.6700
TECHNICIAN	Effective 6/24/2006							
16902/66902 REP16	2735.15	2871.91	3015.50	3166.28	3324.60	3490.83	3665.38	3848.64
SERVICE CONTRACT	1262.98	1325.50	1391.77	1461.36	1534.43	1611.15	1691.71	1776.30
INSPECTOR	15.7797	16.5687	17.3971	18.2670	19.1804	20.1394	21.1464	22.2037
INSPECTOR	Effective 6/24/2006							
09106/59106 REP16	10.8170	11.3579	11.9258	12.5221	13.1482	13.8056	14.4959	15.2207
SPECIAL PROGRAM LEADER	Effective 6/24/2006							
16084/66084 REP16	2079.46	2183.43	2292.59	2407.22	2527.58	2653.96	2786.66	2925.99
STENOGRAPHER	959.75	1007.74	1058.12	1111.02	1166.58	1224.90	1286.15	1350.46
CLERK I	11.9969	12.5967	13.2265	13.8878	14.5822	15.3113	16.0769	16.8807
CLERK I	Effective 6/24/2006							
16085/66085 REP16	2163.22	2271.38	2384.95	2504.20	2629.41	2760.89	2898.93	3043.87
STENOGRAPHER	998.41	1048.33	1100.74	1155.78	1213.58	1274.26	1337.97	1404.86
CLERK II	12.4801	13.1041	13.7593	14.4473	15.1697	15.9282	16.7246	17.5608
CLERK II	Effective 6/24/2006							
16086/66086 REP16	2424.27	2545.49	2672.77	2806.41	2946.72	3094.05	3248.75	3411.18
STENOGRAPHER	1118.90	1174.84	1233.58	1295.26	1360.02	1428.02	1499.42	1574.39
CLERK III	13.9862	14.6855	15.4198	16.1908	17.0003	17.8503	18.7428	19.6799
CLERK III	Effective 6/24/2006							
16087/66087 REP16	2522.73	2648.86	2781.31	2920.37	3066.39	3219.70	3380.69	3549.73
STORKEEPER	1164.34	1222.55	1283.68	1347.86	1415.26	1486.02	1560.32	1638.34
STORKEEPER	14.5542	15.2819	16.0460	16.8483	17.6907	18.5752	19.5040	20.4792
STORKEEPER	Effective 6/24/2006							

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16088/66088 REP16 <u>STORES CLERK I</u>	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807
16089/66089 REP16 <u>STORES CLERK II</u>	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.48 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
16113/66113 REP16 <u>SURVEILLANCE EQUIPMENT TECHNICIAN</u>	2735.15 1262.38 15.7797 Effective 6/24/2006	2871.91 1325.50 16.5687	3015.50 1391.77 17.3971	3166.28 1461.36 18.2670	3324.60 1534.43 19.1804	3490.83 1611.15 20.1394	3665.38 1691.71 21.1464	3848.64 1776.30 22.2037
16091/66091 REP16 <u>TICKET SELLER</u>	2163.22 998.41 12.4801 Effective 6/24/2006	2271.38 1048.33 13.1041	2384.95 1100.74 13.7593	2504.20 1155.78 14.4473	2629.41 1213.58 15.1697	2760.89 1274.26 15.9282	2898.93 1337.97 16.7246	3043.87 1404.86 17.5608
16202/66202 REP16 <u>TRAFFIC INVESTIGATOR I</u>	2772.07 1279.42 15.9927 Effective 6/24/2006	2910.67 1343.38 16.7923	3056.20 1410.55 17.6319	3209.01 1481.08 18.5135	3369.46 1555.14 19.4392	3537.94 1632.90 20.4112	3714.85 1714.54 21.4318	3900.59 1800.27 22.5034
16203/66203 REP16 <u>TRAFFIC INVESTIGATOR II</u>	3122.20 1441.02 18.0127 Effective 6/24/2006	3278.31 1513.06 18.9133	3442.23 1588.72 19.8590	3614.33 1668.15 20.8519	3795.05 1751.56 21.8945	3984.79 1839.14 22.9892	4184.04 1931.10 24.1387	4393.24 2027.65 25.3456
16204/66204 REP16 <u>TRAFFIC INVESTIGATOR III</u>	3440.04 1587.71 19.8464 Effective 6/24/2006	3612.04 1667.10 20.8387	3792.64 1750.45 21.8806	3982.26 1837.97 22.9746	4181.37 1929.86 24.1233	4390.45 2026.36 25.3295	4609.97 2127.68 26.5960	4840.47 2234.06 27.9258

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

4/28/2006 1:13 PM CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/G	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16965/66965 REP16 TRANSPORTATION SYSTEMS MANAGEMENT COORDINATOR	2896.50 1336.85 16.7106 Effective 6/24/2006	3041.32 1403.69 17.5461	3193.39 1473.87 18.4234	3353.06 1547.57 19.3446	3520.71 1624.94 20.3118	3696.75 1706.19 21.3274	3881.59 1791.50 22.3938	4075.67 1881.08 23.5135
16094/66094 REP16 TYPIST CLERK I	1910.90 881.95 11.0244 Effective 6/24/2006	2006.44 926.05 11.5756	2106.76 972.35 12.1544	2212.10 1020.97 12.7621	2322.70 1072.02 13.4002	2438.83 1125.62 14.0702	2560.77 1181.90 14.7737	2688.82 1240.99 15.5124
16095/66095 REP16 TYPIST CLERK II	2141.81 988.53 12.3566 Effective 6/24/2006	2248.90 1037.95 12.9744	2361.34 1089.85 13.6231	2479.41 1144.34 14.3043	2603.38 1201.56 15.0195	2733.55 1261.64 15.7705	2870.23 1324.72 16.5590	3013.73 1390.95 17.3869
16096/66096 REP16 TYPIST CLERK III	2378.93 1097.97 13.7246 Effective 6/24/2006	2497.87 1152.86 14.4108	2622.76 1210.50 15.1313	2753.90 1271.03 15.8879	2891.60 1334.58 16.6823	3036.18 1401.31 17.5164	3187.98 1471.38 18.3922	3347.38 1544.94 19.3118
16224/66224 REP16 UTILITY CUSTOMER SERVICE TECHNICIAN I	2079.46 959.75 11.9969 Effective 6/24/2006	2183.43 1007.74 12.5967	2292.59 1058.12 13.2265	2407.22 1111.02 13.8878	2527.58 1166.58 14.5822	2653.96 1224.90 15.3113	2786.66 1286.15 16.0769	2925.99 1350.46 16.8807
16225/66225 REP16 UTILITY CUSTOMER SERVICE TECHNICIAN II	2309.63 1065.98 13.3248 Effective 6/24/2006	2425.11 1119.28 13.9910	2546.35 1175.24 14.6905	2673.67 1234.00 15.4250	2807.34 1295.70 16.1962	2947.71 1360.46 17.0060	3095.09 1428.50 17.8563	3249.84 1499.93 18.7491
16226/66226 REP16 UTILITY CUSTOMER SERVICE TECHNICIAN III	2546.84 1175.46 14.6933 Effective 6/24/2006	2674.19 1234.24 15.4280	2807.90 1295.95 16.1994	2948.30 1360.75 17.0094	3095.72 1428.79 17.8599	3250.50 1500.23 18.7529	3413.02 1575.24 19.6905	3583.67 1654.00 20.6750

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

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CODE
TITLE

	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
16099/66099 REP16 UTILITY SERVICES INSPECTOR	2490.11 1149.28 14.3660 Effective 6/24/2006	2614.61 1206.74 15.0843	2745.34 1267.08 15.8385	2882.60 1330.43 16.6304	3026.73 1396.95 17.4619	3178.07 1466.80 18.3350	3336.96 1540.14 19.2517	3503.81 1617.14 20.2143
16946/66946 REP16 UTILITY SERVICES INSPECTOR (UNPY)	2490.11 1149.28 14.3660 Effective 6/24/2006	2614.61 1206.74 15.0843	2745.34 1267.08 15.8385	2882.60 1330.43 16.6304	3026.73 1396.95 17.4619	3178.07 1466.80 18.3350	3336.96 1540.14 19.2517	3503.81 1617.14 20.2143
16080/66080 REP16 WATER QUALITY LABORATORY TECHNICIAN	2830.85 1306.54 16.3318 Effective 6/24/2006	2972.39 1371.87 17.1484	3121.01 1440.46 18.0058	3277.06 1512.49 18.9061	3440.91 1588.11 19.8514	3612.96 1667.52 20.8440	3793.61 1750.90 21.8862	3983.29 1838.44 22.9805
16213/66213 REP16 ZONING INVESTIGATOR	4013.24 1852.26 23.1533 Effective 6/24/2006	4213.91 1944.88 24.3110	4424.61 2042.13 25.5266	4645.84 2144.23 26.8029	4878.12 2251.44 28.1430	5122.03 2364.02 29.5502	5378.13 2482.22 31.0277	5647.04 2606.33 32.5791

EXHIBIT A

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

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	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
17001/67001 REP17 <u>ARBORIST/URBAN FORESTER</u>	3798.01 1752.93 21.9116 Effective 6/24/2006	3987.91 1840.58 23.0072	4187.32 1932.61 24.1376	4396.69 2029.24 25.3655	4616.53 2130.70 26.6338	4847.35 2237.24 27.9655	5089.73 2349.10 29.3638	5344.21 2466.56 30.8320
17018/67018 REP17 <u>ARCHIVIST</u>	3339.18 1541.16 19.2645 Effective 6/24/2006	3506.13 1618.22 20.2277	3681.44 1699.13 21.2391	3865.52 1784.09 22.3011	4058.81 1873.30 23.4162	4261.75 1966.96 24.5870	4474.84 2065.31 25.8164	4698.58 2168.58 27.1072
17010/67010 REP17 <u>ART MUSEUM REGISTRAR</u>	3043.56 1404.72 17.5590 Effective 6/24/2006	3195.75 1474.96 18.4370	3355.53 1548.70 19.3588	3523.29 1626.14 20.3267	3699.45 1707.44 21.3430	3884.42 1792.81 22.4101	4078.64 1882.45 23.5306	4282.56 1976.57 24.7071
17002/67002 REP17 <u>ASSISTANT PLANNER</u>	3567.30 1646.45 20.5806 Effective 6/24/2006	3745.66 1728.77 21.6096	3932.95 1815.21 22.6901	4129.60 1905.97 23.8246	4336.07 2001.26 25.0158	4552.88 2101.33 26.2666	4780.52 2206.39 27.5799	5019.54 2316.71 28.9589
17023/67023 REP17 <u>ASSOCIATE CURATOR OF ART</u>	3339.18 1541.16 19.2645 Effective 6/24/2006	3506.13 1618.22 20.2277	3681.44 1699.13 21.2391	3865.52 1784.09 22.3011	4058.81 1873.30 23.4162	4261.75 1966.96 24.5870	4474.84 2065.31 25.8164	4698.58 2168.58 27.1072
17003/67003 REP17 <u>ASSOCIATE PLANNER</u>	4385.39 2024.02 25.3003 Effective 6/24/2006	4604.65 2125.22 26.5653	4834.89 2231.49 27.8936	5076.64 2343.06 29.2883	5330.47 2460.22 30.7527	5596.99 2583.22 32.2903	5876.83 2712.38 33.9048	6170.67 2848.00 35.6000
17026/67026 REP17 <u>GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST I</u>	3993.55 1843.18 23.0397 Effective 6/24/2006	4193.23 1935.34 24.1917	4402.89 2032.10 25.4013	4623.04 2133.71 26.6714	4854.20 2240.40 28.0050	5096.92 2352.42 29.4053	5351.77 2470.05 30.8756	5619.36 2593.55 32.4194

EXHIBIT A

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
#28/2006 1:13 PM								
17027/67027 REP17 GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST II	4393.12 2027.59 25.3449 Effective 6/24/2006	4612.76 2128.97 26.6121	4843.40 2235.42 27.9427	5085.57 2347.18 29.3398	5339.85 2464.54 30.8068	5606.83 2587.77 32.3471	5887.18 2717.16 33.9645	6181.53 2853.02 35.6627
17028/67028 REP17 GEOGRAPHIC INFORMATION SYSTEMS SPECIALIST III	4832.27 2230.28 27.8785 Effective 6/24/2006	5073.68 2341.79 29.2724	5327.57 2458.88 30.7360	5593.95 2581.82 32.2728	5873.64 2710.91 33.8864	6167.32 2846.46 35.5807	6475.68 2988.78 37.3597	6799.47 3138.22 39.2277
17015/67015 REP17 GRAPHIC DESIGNER	3339.18 1541.16 19.2645 Effective 6/24/2006	3506.13 1618.22 20.2277	3681.44 1699.13 21.2391	3865.52 1784.09 22.3011	4058.81 1873.30 23.4162	4261.75 1966.96 24.5870	4474.84 2065.31 25.8164	4698.58 2168.58 27.1072
17004/67004 REP17 JUNIOR PLANNER	3228.89 1490.26 18.6282 Effective 6/24/2006	3390.33 1564.77 19.5596	3559.85 1643.01 20.5376	3737.85 1725.16 21.5645	3924.73 1811.42 22.6427	4120.97 1901.98 23.7748	4327.01 1997.08 24.9635	4543.36 2096.94 26.2117
17013/67013 REP17 MEDIA PRODUCTION SPECIALIST I	2983.53 1377.02 17.2127 Effective 6/24/2006	3132.71 1445.86 18.0733	3289.35 1518.16 18.9770	3453.82 1594.07 19.9259	3626.51 1673.78 20.9222	3807.84 1757.46 21.9683	3998.23 1845.34 23.0667	4198.13 1937.60 24.2200
17025/67025 REP17 MEDIA PRODUCTION SPECIALIST II	3339.18 1541.16 19.2645 Effective 6/24/2006	3506.13 1618.22 20.2277	3681.44 1699.13 21.2391	3865.52 1784.09 22.3011	4058.81 1873.30 23.4162	4261.75 1966.96 24.5870	4474.84 2065.31 25.8164	4698.58 2168.58 27.1072
17014/67014 REP17 MUSEUM REGISTRAR	3043.56 1404.72 17.5590 Effective 6/24/2006	3195.75 1474.96 18.4370	3355.53 1548.70 19.3888	3523.29 1626.14 20.3267	3699.45 1707.44 21.3430	3884.42 1792.81 22.4101	4078.64 1882.45 23.5306	4282.56 1976.57 24.7071

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CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY-BI-WEEKLY HOURLY RATES

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17022/67022 REP17 PUBLIC INFORMATION COORDINATOR	3145.74 1451.88 18.1485 Effective 6/24/2006	3303.02 1524.47 19.0559	3468.17 1600.70 20.0087	3641.58 1680.73 21.0091	3823.66 1764.77 22.0596	4014.85 1853.01 23.1626	4215.59 1945.66 24.3207	4426.36 2042.94 25.5367
17032/67032 REP17 REAL PROPERTY AGENT I	3510.07 1620.03 20.2504 Effective 6/24/2006	3685.57 1701.03 21.2629	3869.84 1786.08 22.3260	4063.33 1875.38 23.4423	4266.50 1969.15 24.6144	4479.82 2067.61 25.8451	4703.82 2170.99 27.1374	4939.01 2279.54 28.4943
17033/67033 REP17 REAL PROPERTY AGENT II	4049.66 1869.07 23.3634 Effective 6/24/2006	4252.14 1962.53 24.5316	4464.75 2060.66 25.7582	4687.99 2163.69 27.0461	4922.39 2271.87 28.3984	5168.51 2385.46 29.8183	5426.93 2504.74 31.3092	5698.28 2629.98 32.8747
17034/67034 REP17 REAL PROPERTY AGENT III	4488.15 2071.46 25.8932 Effective 6/24/2006	4712.57 2175.03 27.1879	4948.20 2283.78 28.5473	5195.61 2397.98 29.9747	5455.39 2517.87 31.4734	5728.16 2643.77 33.0471	6014.58 2775.96 34.6995	6315.31 2914.76 36.4345
17029/67029 REP17 TELECOM- MUNICATIONS SYSTEMS ANALYST I	3993.55 1843.18 23.0397 Effective 6/24/2006	4193.23 1935.34 24.1917	4402.89 2032.10 25.4013	4623.04 2133.71 26.6714	4854.20 2240.40 28.0050	5096.92 2352.42 29.4053	5351.77 2470.05 30.8756	5619.36 2593.55 32.4194
17030/67030 REP17 TELECOM- MUNICATIONS SYSTEMS ANALYST II	4393.12 2027.59 25.3449 Effective 6/24/2006	4612.76 2128.97 26.6121	4843.40 2235.42 27.9427	5085.57 2347.18 29.3398	5339.85 2464.54 30.8068	5606.83 2587.77 32.3471	5887.18 2717.16 33.9645	6181.53 2853.02 35.6627
17035/67035 REP17 TELECOM- MUNICATIONS SYSTEMS ANALYST III	4832.27 2230.28 27.8785 Effective 6/24/2006	5073.88 2341.79 29.2724	5327.57 2458.88 30.7360	5593.95 2581.82 32.2728	5873.64 2710.91 33.8864	6167.32 2846.46 35.5807	6475.68 2988.78 37.3597	6799.47 3138.22 39.2277

EXHIBIT A

CITY OF SACRAMENTO

SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

4/28/2006 1:13 PM

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
17008/67008 REP17	4222.07	4433.17	4654.83	4887.57	5131.95	5388.55	5657.98	5940.88
WATER QUALITY	1948.65	2046.08	2148.38	2255.80	2368.59	2487.02	2611.38	2741.94
CHEMIST	24.3581	25.5760	26.8548	28.1975	29.6074	31.0878	32.6422	34.2743

Effective 6/24/2006

EXHIBIT A-1

LOCAL 39 MISCELLANEOUS UNIT EQUITY ADJUSTMENTS
EXHIBIT A-1 EQUITY ADJUSTMENTS

UNIT	CLASSIFICATION	Equity 07/05	Equity 07/06	Equity 07/07
03	Animal Control Officer	2%	2%	
03	Community Center Attendant II	2%	2%	2%
03	Park Maintenance Worker II	1%	1%	
03	Tree Maintenance Worker	2%	2%	2%
03	Sr Tree Maintenance Worker	2%	2%	2%
03	Tree Pruner I	2%	2%	
03	Tree Pruner II	2%	2%	
03	Sr Tree Pruner	2%	2%	
03	Survey Technician I	1%	1%	
03	Survey Technician II	1%	1%	
03	Sanitation Worker II		1%	1%
03	Sanitation Worker III		1%	1%
03	Meter Reader	2%	1%	
16	Building Inspector I	3%	2%	2%
16	Building Inspector II	3%	2%	2%
16	Building Inspector III	3%	2%	2%
16	Building Inspector IV	3%	2%	2%
16	Code Enforcement Officer	2%	2%	
16	Construction Inspector I	2%	2%	2%
16	Construction Inspector II	2%	2%	2%
16	Construction Inspector III	2%	2%	2%
16	Claims Collector	2%	2%	
16	Sr Claims Collector	2%	2%	
16	Police Record Assistant I	3%	3%	2%
16	Police Record Assistant II	3%	3%	2%
16	Program Coordinator			1%
16	Property Assistant	1%	1%	
16	Sr Property Assistant	2%	2%	
16	Sr Engineering Technician	1%	1%	
16	Sr Landfill Engineering Technician	1%	1%	
16	Storekeeper	2%	1%	
16	Traffic Investigator I	2%	1%	1%
16	Traffic Investigator II	2%	1%	1%
16	Traffic Investigator III	2%	1%	1%
17	Associate Planner	1%	1%	
17	Arborist	4%	3%	
17	Graphic Designer	= Media Spec II		
17	Real Property Agent I	1%	1%	1%
17	Real Property Agent II	1%	1%	1%
17	Real Property Agent III	1%	1%	1%

EXHIBIT B

EXHIBIT B REGRESSION LADDERS
(Includes Flexibly Staffed Classifications)

UNITS

Operations & Maintenance
Office & Technical
Professional

1. Senior Electronic Maintenance Technician
Electronic Maintenance Technician II/I/Trainee
2. Associate/Assistant/Junior Planner
Planning Technician II/I
3. Water Quality Chemist
Water Quality Laboratory Technician
4. Senior Computer Operator
Computer Operator II
Computer Operator I
5. Senior Data Entry Technician
Senior Key Data Operator
Data Entry Technician
Key Data Operator I
6. Senior Maintenance Worker
Maintenance Worker
Security Guard
7. Utility Services Inspector
Meter Reader
Water Waste Inspector
8. Senior Revenue Services Representative
Senior Customer Service Representative
Revenue Services Representative/Trainee
Customer Service Representative/Trainee
9. Building Inspector IV
Building Inspector III
Building Inspector II/I
Building Technician
10. Construction Inspector III
Construction Inspector II
Survey Party Chief
Construction Inspector I
Engineering Aide II/I
Survey Technician II/I

EXHIBIT B

11. Electrical Construction Inspector III
Electrical Construction Inspector II/I
12. Storekeeper
Stores Clerk II/I
13. Senior Personnel Transactions Coordinator
Personnel Transactions Coordinator
Clerk III
Clerk II/I
14. Secretary
Typist Clerk III
Typist Clerk II/I
15. Stenographer Clerk III
Secretary to the Planning Commission
Stenographer Clerk II/I
16. Ticket Seller
Cashier
17. Senior Central Services Assistant
Central Services Assistant III
Central Services Assistant II
Offset Equipment Operator
Central Services Assistant I
18. Senior Landfill Engineering Technician
Senior Engineering Technician
Engineering Technician III/II/I
Engineering Aide II/I
19. Community Center Attendant II
Community Center Attendant I
Senior Custodian
Custodian II
Custodian I
Security Guard
20. Accounting Technician
Account Clerk II/I
21. Senior Property Assistant
Property Assistant
22. Animal Control Officer
Animal Care Technician

EXHIBIT B

23. Motor Sweeper Operator
Sanitation Worker III
Sanitation Worker II
Sanitation Worker I
General Helper
24. Program Coordinator
Program Developer
Program Leader
Child Care Assistant
25. Park Equipment Operator
Park Maintenance Worker III
Park Maintenance Worker II
Park Maintenance Worker I
26. Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee
27. Senior Tree Pruner
Tree Pruner II/Trainee
28. Zoo Attendant II
Zoo Attendant I
29. Police Clerk III
Police Clerk II/I
30. Senior Parking Lot Attendant
Parking Lot Attendant
31. Parking Meter Coin Collector
Parking Enforcement Officer
32. Code Enforcement Officer
Assistant Code Enforcement Officer
33. Senior Claims Collector
Claims Collector
34. Senior Building Maintenance Worker
Building Maintenance Worker
35. Arts Program Coordinator
Arts Program Assistant

EXHIBIT B

36. Telecommunications Systems Analyst III
Telecommunications Systems Analyst II
Senior Telecommunications Technician
Telecommunications Technician II
Telecommunications Systems Analyst I
Telecommunications Technician I
Telecommunications Technician Trainee
Communications Assistant
37. Graphic Designer
Graphics Assistant
38. Police Records Assistant III
Police Records Assistant II/I
39. Senior Utilities Customer Service Technician
Utility Customer Service Technician III
Utility Customer Service Technician II/I
40. Events Coordinator
Booking Coordinator
41. Senior Information Technology Support Specialist
Information Technology Support Specialist II/I/Information Technology Trainee
42. Surveillance Equipment Technician
Burglary/Robbery Alarm Inspector
43. Senior Departmental Systems Specialist
Departmental Systems Specialist II/I/Information Technology Trainee
44. Street Construction Equipment Operator
Street Construction Laborer
Street Construction Laborer Trainee
45. Customer Service Specialist
Customer Service Representative
Customer Service Assistant
Customer Service Trainee
(Or the employee may be reinstated to the classification from which promoted or transferred)

EXHIBIT B

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

a. Professional Unit

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

b. Office and Technical Unit

Architectural Technician III/II/I
Boutique Operator
Buyer III/II/I
Community Service Representative II/I
Elder Care Assistant
Exhibits Coordinator
Facility Drawings Technician
Fleet Management Technician
Identification Technician III/II/I
Information Technology Trainee
Landscape Technician III/I
Media and Computer Specialist
Microcomputer Systems Specialist
Neighborhood Resources Coordinator II/I
Senior School Crossing Guard
Service Contract Inspector
Traffic Investigator III/II/I
Transportation System Management Coordinator
Zoning Investigator

c. Operations and Maintenance Unit

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

EXHIBIT B

47. Classifications designated as Confidential/Administrative may downgrade to vacant positions in classifications where previously held permanent status***

- ***Administrative Analyst
- ***Administrative Assistant
- ***Administrative Assistant (Confidential/Exempt)
- ***Administrative Technician
- ***Administrative Technician (Confidential/Exempt)
- ***Applications Developer
- ***Data System Technician
- ***Deputy City Clerk
- ***Desktop Support Specialist
- ***Executive Assistant (Exempt)
- ***Investigator (Exempt)
- ***LAN Administrator
- ***Legal Secretary (Exempt)
- ***Legal Staff Assistant
- ***Legal Staff Assistant (Exempt)
- ***Paralegal (Exempt)
- ***Payroll Technician
- ***Personnel Technician
- ***Personnel Technician (Confidential)
- ***Program Analyst
- ***Programmer
- ***Senior Deputy City Clerk
- ***Senior Legal Staff Assistant (Exempt)
- ***Senior Staff Assistant
- ***Staff Assistant
- ***Staff Assistant (Exempt)
- ***Supervising Legal Secretary
- ***Systems Engineer
- ***Treasury Assistant
- ***Workers Compensation Claims Representative

*** Unrepresented Confidential/Administrative

AGREEMENT
BETWEEN
CITY OF SACRAMENTO
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO
COVERING ALL EMPLOYEES IN THE
GENERAL SUPERVISORY UNIT
2005-2010

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EXHIBIT A	July 24, 2006 SALARY SCHEDULE
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PREAMBLE

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

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

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

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

ARTICLE 2 SOLE AGREEMENT

2.1 SOLE AGREEMENT

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

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

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

ARTICLE 3
CITY RIGHTS

3.1 CITY RIGHTS

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

ARTICLE 4
UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly Union membership dues and assessments; and (2) the insurance premiums for City or Union plans, not to exceed three (3) insurance deductions per member.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.
- (2) Deductions and authorizations shall be separated by type of deductions (Union membership dues, insurance premiums) and by payee.
- (3) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union.
- (4) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues.

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

4.2 AGENCY SHOP

a. General

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

b. Service Fee

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

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

c. Religious Objection

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

March of Dimes
United Way
Firefighter Burn Institute

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

d. Disclosure and Reporting

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

e. Hold Harmless

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

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

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

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

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

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

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

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

h. Duty of Fair Representation

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

i. Employee Rights

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

4.3 BULLETIN BOARDS

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

- (1) Union recreational and social activities
- (2) Union steward elections
- (3) Union appointments and results of Union elections
- (4) Union meetings

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

4.4 STEWARDS

a. The City recognizes that the Union has established Stewards, who consist of career City employees represented by the Union. A current list of Stewards shall be made available to the Director of Labor Relations, together with any changes thereto. Further, the Union shall provide each Department, and post in each work area, a current list of Stewards authorized in said Department.

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

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

4.5 USE OF CITY INFORMATION SYSTEMS

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

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

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

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 GRIEVANCE PROCEDURE

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

5.2 PURPOSE

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

b. The purposes of this procedure are:

- (1) to resolve grievances informally at the lowest possible level;
- (2) to provide an orderly procedure for reviewing and resolving grievances promptly.

5.3 DEFINITIONS

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

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

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

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

5.4 STEP ONE

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

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

b. The remedy or correction requested of the City.

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

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

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

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

5.5 STEP TWO

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

5.6 STEP THREE

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

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

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

5.7 ARBITRATION

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

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

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

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

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

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

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

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

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

5.8 WITNESSES

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

ARTICLE 6 SALARY ADJUSTMENTS

6.1 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%).

6.2 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.

6.3 2007-2008 SALARIES

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

6.4 2008-2009 SALARIES

Effective June 21, 2008, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%).

6.5 2009-2010 SALARIES

Effective June 20, 2009, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%).

6.6 GENERAL EQUITIES

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

b. Effective December 23, 2006, all salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%).

6.7 CLASSIFICATION EQUITIES

a. Effective June 25, 2005, the salary for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2005-06.

b. Effective June 24, 2006, salary ranges for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2006-07.

c. Effective June 23, 2007, salary ranges for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2007-08.

d. Effective June 21, 2008, salary ranges for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2008-09.

e. Effective June 20, 2009, salary ranges for the classifications listed in Exhibit A-1 shall be adjusted as indicated for 2009-10.

6.8 SALARY RANGE

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

ARTICLE 7 SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 3/A, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

- (1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.
- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.
- (3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than Step 10/E may be advanced to any higher step in the salary range for that

classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

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

b. Denial of Step Increase and Reduction in-Grade

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

c. Effective Date of Step Increases/Payroll Changes

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

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

- (1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.
- (2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.
- (3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

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

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

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

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

7.7 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

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

7.8 LONGEVITY PAY

a. Employee Eligibility

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

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.
- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days in any calendar year, the total amount of time so

taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.

- (4) Where employment is terminated by resignation or discharge and the employee is subsequently re-employed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.
- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

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

- (1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.
- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the pro rata portion of longevity pay from the date of return.
- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.

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

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to supervisors and the City will contribute two percent (2%) of salary to the 401(a) Plan.

ARTICLE 8 HEALTH AND WELFARE

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

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

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

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

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

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

b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure

to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.3 AMOUNT OF CONTRIBUTION

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

- (1) Effective December 1, 2005, the City contribution shall be up to \$460 per month.
- (2) Effective January 1, 2008, the City contribution shall be up to \$460 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For full-time employees hired after June 23, 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 8.2(a).

8.4 COVERED DEPENDENTS

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

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

8.5 CASH-BACK LIMITS

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

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

b. Effective January 1, 2006, for employees hired before June 23, 1995, who waive City-sponsored health insurance, the cash-back limit shall be \$350 per month, and for employees hired on or after June 24, 1995, with less than five 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, the cash-back for employees who waive City-sponsored health insurance shall be \$200 per month.

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

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

8.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of \$20,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of \$30,000 City-sponsored term life insurance.

8.7 UNION REPORTING

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

8.8 FLEXIBLE SPENDING ACCOUNTS

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

- a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;
- b. Unreimbursed health care expenses up to \$4,800 per plan year effective each January 1; and
- c. Dependent care reimbursement.

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

8.9 RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

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

- (2) Effective January 1, 2007, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$275 per month for the retiree only and \$325 per month for the retiree with dependents.
- (3) Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$300 per month for the retiree only and \$365 per month for the retiree with dependents.

b. Employees Retiring on or After July 1, 1992

- (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and 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 effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
 - (a) Employees with a minimum ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in (a) above.
- (4) There shall be no eligibility for the City's health insurance contribution or dental benefit if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

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

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

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty percent (50%) of the City's health insurance contribution as identified in subsection (a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disabled or Death in Line of Duty Survivors

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

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

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

ARTICLE 9 HOURS OF WORK

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek shall consist of forty (40) working hours during the said seven (7) day period.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (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 Union 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 Union.

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

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

9.2 REST PERIODS

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

b. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and Union agree otherwise in writing.

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

9.3 DISPATCHER SHIFT BIDS AND ASSIGNMENTS

a. Career employees in the classification of Supervising Dispatcher who have completed their probationary period shall be permitted to annually bid for work shift preference based on classification seniority; however, administrative positions shall be filled by management.

b. Shift bid sign-ups will take effect within Police or Fire dispatch. Transfers between Police and Fire dispatch will be based on seniority when a vacancy becomes available. Transfer requests may be granted at other times.

ARTICLE 10
OVERTIME COMPENSATION

10.1 OVERTIME

a. Employees required to work in excess of eight (8) hours per workday, forty (40) hours per workweek, or on a recognized holiday shall be compensated for such worktime at one and one-half (1-1/2) times their regular rate of pay. Employees on a four (4) ten (10) workweek shall be compensated at time and one-half (1-1/2) for hours worked over ten (10) in a workday.

b. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours notice or more. Scheduled overtime shall be compensated for a minimum of one hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

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

d. Employees may accrue up to one hundred and 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. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

10.2 COURT OVERTIME

a. Court Overtime

- (1) This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with a subpoena in California Penal Code Sections 1326 through 1332, or a "subpoena request form" used by the Sacramento Police Department.
- (2) When an employee is subpoenaed to appear in court and is not scheduled to be on duty, during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.
- (3) When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.

- (4) When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance. If the employee's court extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.
- (5) When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.
- (6) When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day at court appearance and travel time, if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her immediate supervisor and the Court Liaison Office of the scheduled vacation/court appearance conflict.

b. Telephone Standby Time

- (1) When an employee is placed on telephone standby by the District Attorney, or the judge of the court, the employee is required, at no cost to the City, to notify the Court Liaison Office, and the employee's immediate supervisor, of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for only those hours that the court is actually in session.
- (2) There shall be no telephone overtime for an employee merely answering his/her personal telephone.
- (3) This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

c. Cancellation of Appearances

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

ARTICLE 11
STANDBY ASSIGNMENTS AND NIGHT-SHIFT PREMIUM PAY

11.1 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid \$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. Non-career employees shall not be on call for emergency work. Any employee who is on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

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

11.2 NIGHT-SHIFT PREMIUM PAY

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

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

ARTICLE 12
LEAVES

12.1 HOLIDAYS

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

<u>Holiday</u>	<u>Date</u>
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

<u>Holiday</u>	<u>Date</u>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. Eligibility

To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or CTO shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

c. Monday-Friday Schedule

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

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- (3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Weekend Schedule

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

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.
- (3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Accrual of Leaves Over 24 Pay Periods

The accrual of leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Leave accrual rates for each pay period in which accrual occurs shall be as specified in Sections 12.1 (f) and (h), 12.2, and 12.3 below.

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

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

(2) The following classifications shall accrue holiday credit:

Supervising Property Assistant
Supervising Dispatcher
Parking Lot Supervisor
Senior Parking Lot Supervisor

(3) At the option of the City, the employee shall either be given one day off with pay for accrued holiday credit on a one-day for one-day basis, or in lieu thereof shall have his/her pay adjusted on the basis of an additional four (4) hours pay per eight (8) hours of holiday credit.

(4) Employees who accrue holiday time may accumulate holiday credit up to a maximum of one hundred twelve (112) hours. Thereafter, all accrued holiday time in excess of one hundred twelve (112) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate. Holiday credit may be taken by the employee at the discretion of the Department Head. Employees may use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

g. Floating Holidays

(1) Accrual

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

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

- (b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based upon the 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.

h. Christmas Eve and New Year's Eve Holidays

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

12.2 VACATION

a. Vacation Leave Accrual

- (1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.
- (2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.
- (3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

b. Integration of Vacation With Workers Compensation

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

c. Vacation Scheduling

- (1) The time at which the employee shall be granted a vacation is at the approval of the Department Head. The Department shall determine the number and classification of employees who can be off on vacation on any given day. However, in an effort to accommodate the employee's requested vacation schedule each Department shall open to bid vacation scheduling thirty-one (31) days prior to November 1st of each year. Classification seniority shall govern where more than one employee bids for the same period. In case of a tie the employee with the greatest amount of continuous City service shall be senior.
- (2) The final vacation schedule as approved by the Department Head shall be permanently posted in the employee work area not later than the first Friday of December.
- (3) Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized representative. Such request shall not be unreasonably denied.
- (4) In no event may a senior employee bump a junior employee from a vacation period after the thirty-one (31) day bidding period has run. However, employees may trade vacation periods if all trading employees agree. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.

d. Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of any duration.

e. Notice of Loss of Vacation

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

12.3 SICK LEAVE

a. Accrual

- (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.
- (2) An employee in active service of the City eligible to accumulate sick leave credits shall in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.
- (3) Notwithstanding the above, an employee, otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than January 1 of each year.

b. Sick Leave Cash-Out

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

c. Reinstatement of Sick Leave After Return From Layoff

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

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

d. Utilization of Sick Leave

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

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

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

12.4 COURT LEAVE

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

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

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

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

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

12.5 PARENTAL LEAVE

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

- (1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.
- (2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.
- (3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.
- (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.
- (5) Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of City-paid leave to the maximum six (6) months of leave by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- (6) Paid parental leave shall be considered as time worked for purposes of eligibility for recognized holidays occurring during the leave.

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

12.6 CATASTROPHIC LEAVE PLAN

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

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

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

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

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

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

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

- (1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;
- (2) have exhausted all usable balances, including sick leave;
- (3) be on an approved leave of absence.

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

- (1) All leave balances, including both donated and accrued leave, are exhausted; or
- (2) The employee returns to work at his/her normal work schedule; or
- (3) The employee's employment terminates.

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

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

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

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

12.7 PERSONAL LEAVE

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

b. Personal leave shall be posted in January of each applicable 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 calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.8 SUPERVISORY PERSONAL TIME OFF (PTO)

a. Full-time career employees shall be credited with twenty-four (24) hours of personal leave time on July 1 of each fiscal year. Employees appointed after July 1 shall be entitled to a pro rata share of the time based on the number of full months remaining in that fiscal year.

b. Personal time off shall not accumulate from fiscal year to fiscal year. If an employee is unable to use all of the time by the end of the fiscal year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.9 FAMILY MEDICAL LEAVE

a. The federal and state medical leave acts are applicable to career and non-career employees who have completed the required 1250 hours of employment prior to the time requested. The City uses a rolling period under the Acts, determining eligibility from the last date of FMLA leave, if applicable.

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

c. The duration of FMLA leave cannot exceed twelve (12) weeks. The employee must use their accrued leave during the FMLA leave, except that they may retain up to forty (40) hours of vacation at the time leave without pay commences. The employee may not then resume paid leave until after returning to work.

d. To the extent allowed by law, federal and state FMLA leaves shall be used concurrently.

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

12.10 BEREAVEMENT LEAVE

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

ARTICLE 13 SPECIAL ALLOWANCES

13.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

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

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

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

13.2 TUITION REIMBURSEMENT

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

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

13.3 IDENTIFICATION CERTIFICATE PROGRAM

a. Career employees in the classification of Supervising Identification Technician shall receive fifteen percent (15%) incentive compensation calculated upon the base salary for possessing a Latent Print Examiner Certificate. The I.A.I. (International Association for Identification) standards currently in effect or any revised standards shall apply to the Latent Print Examiner Certificate. The incentive rate is set forth in Exhibit A.

b. Career employees in the classification of Supervising Identification Technician shall receive a five percent (5%) incentive compensation calculated upon the base salary for possessing a Bachelor's Degree from an accredited college or university. The incentive rates are set forth in Exhibit A.

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

13.4 TOOL ALLOWANCE AND INSURANCE

a. Employees in the classification of Equipment Maintenance Supervisor will be paid a \$10.00 per month tool allowance on a semi-annual basis.

b. Employees in the classification of Equipment Maintenance Supervisor will be provided tool insurance against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for loss by mysterious disappearance) provided the employee furnishes the City a list of his/her tools on an inventory form and notifies the City when he/she removes his/her tools from the City premises. This insurance will be on the basis of a fifty dollar (\$50.00) deductible and it is understood the employee shall pay the first fifty dollars (\$50.00). Losses under this Section shall be reimbursed by replacement value of the tools, with a maximum reimbursement of four thousand dollars (\$4,000.00). It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Section.

13.5 PROFESSIONAL ENRICHMENT

Supervisors who are members of work-related professional organizations or subscribe to periodicals related to their field may request that the costs attached to these be reimbursed by the Department. Such request shall not be unreasonably denied.

13.6 REQUIRED LICENSES AND CERTIFICATIONS

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

b. Building Inspector Certificate Pay

- (1) Employees in the classifications of Supervising Building Inspector, and Senior Supervising Building Inspector will receive a monthly certificate pay for the possession of one or more of the certificates listed below:
 - (a) ICC Commercial Building Inspector or NFPA Certified Building Inspector or Building Inspector (Combination Inspector)
 - (b) ICC Commercial Electrical Inspector or NFPA Certified Electrical Inspector-Master or Electrical Inspector (Combination Inspector)
 - (c) ICC Commercial Plumbing Inspector or IAPMO Plumbing Inspector or Plumbing Inspector (Combination Inspector)
 - (d) ICC Permit Technician
 - (e) ICC Accessibility Inspector/Plans Examiner
 - (f) ICC Residential Combination Inspector
 - (g) ICC Building Plans Examiner or NFPA Certified Building Plans Examiner
 - (h) ICC Fire Inspector I & II or NFPA Certified Fire Inspector I & II or NFPA Certified Fire Protection Specialist
 - (i) AACE Housing and Property Maintenance Inspector or ICC Property Maintenance and Housing Inspector
 - (j) PC 832, Arrest Search and Seizure
 - (k) CACE Code Enforcement Officer
 - (l) ICC Zoning Inspector or AACE Zoning Officer
 - (m) ICC Commercial Energy Inspector
 - (n) ICC Commercial Energy Plans Examiner
 - (o) ICC Residential Energy Inspector/Plans Examiner

- (p) ICC Structural Masonry Inspector
 - (q) ICC Steel and Welding Special Inspector
 - (r) ICC Pre-stressed Concrete Special Inspector
 - (s) ICC Certified Building Official
 - (t) AA degree in Building Inspector Technology
 - (u) ICC Commercial Mechanical Inspector or
IAPMO Mechanical Inspector or
ICC Mechanical Inspector
 - (v) ICC Housing Code Official or
AACE Code Enforcement Administrator
 - (w) ICC Property Maintenance and Housing Inspector
 - (x) ICC Electrical Plans Examiner
 - (y) ICC Plumbing Plans Examiner
 - (z) ICC Building Code Official
 - (aa) ICC Electrical Code Official
 - (bb) ICC Mechanical Code Official
 - (cc) ICC Plumbing Code Official
 - (dd) ICC Master Code Professional
 - (ee) ICC Reinforced Concrete Special Inspector
 - (ff) NFPA Certified Fire Plan Examiner I
 - (gg) Construction Technology Certificate from an accredited College
(minimum of 30 Units of Construction Technology curriculum)
- (2) Employees shall receive thirty dollars (\$30) for each certificate they possess up to a maximum of \$300.00 for ten (10) certificates.

13.7 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.

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

13.8 EDUCATIONAL INCENTIVE

a. Effective June 24, 2006, an employee with a bachelor degree (BA or BS) from an accredited college or university and five (5) years of City service shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 24, 2006, an employee with an associate degree (AA or AS) from an accredited college or university and seven (7) years of City service shall receive an educational incentive of three percent (3%) above base salary.

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

d. The incentive shall be effective the start of the pay period following presentation of the degree to the department.

ARTICLE 14 TRANSPORTATION

14.1 GENERAL

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

14.2 MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

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

- (1) The Internal Revenue Service (IRS) rate established by the City for general mileage reimbursement; or
- (2) Monthly vehicle allowance at one of the following rates:

<u>Average Miles Per Month</u>	<u>Monthly Vehicle Allowance</u>
400	\$160
200	\$100
100	\$50

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

14.3 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

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

b. Other Bus Transportation

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

c. Downtown Parking Subsidy

- (1) Effective December 1, 2005, 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.

14.4 COMMERCIAL DRIVER LICENSE REQUIREMENTS

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

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

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

14.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces on the fifth and sixth floors of the City Hall Parking Garage at seventy percent (70%) of the regular monthly City Hall Parking Garage rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

ARTICLE 15 LAYOFF

15.1 PURPOSE

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

15.2 DEFINITIONS

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

b. Seniority

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay (Step 10/E) is greater than the top rate of pay (Step 10/E) of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority shall be mutually established by the City and the Union. For an employee who has downgraded, computation of classification seniority for a job classification

lower than that of which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications, and (2) previous classification seniority in the job classification in which the employee is currently working, and (3) present time spent in the job classification in which the employee is currently working.

- (2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.
- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
 - (a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.
 - (b) Discharge.
 - (c) Retirement.
 - (d) Layoff in excess of five (5) consecutive years out of the City service.
 - (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 the same or 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, except as provided in Section 15.3(b) (4) of this Article.

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

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

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

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

- (1) The Departments of General Services and Transportation shall be considered a single department.
- (2) The Department of Utilities shall be considered a single department.
- (3) The Departments of Parks and Recreation; Code Enforcement; Development Services; Neighborhood Services; Economic Development; and Convention, Culture and Leisure shall be considered a single department.
- (4) The Departments of Police, Fire, Information Technology, Finance and Human Resources shall be considered a single department.
- (5) The Charter Offices of the City Attorney, City Clerk, City Manager and City Treasurer shall each be considered a single, separate department.

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

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

15.3 PROCEDURE

a. Non-Career Employees

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

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

b. Career Employees

- (1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.
- (2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Rules and Regulations. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.
- (3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that the employee meets the qualifications of the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.
- (4) A career employee in an unrepresented classification contained in classification group 45 who is to be laid off, displaced, or demoted shall have the right to downgrade, within the Department and in descending order, to represented classifications in which the employee previously held permanent status provided a vacancy exists.

- (5) Any permanent employee currently working in a classification contained within classification group 44 shall have the right to downgrade, in the same manner as provided in Section 15.3(b)(3), to the last classification in which permanent status was held, if any, provided such classification is contained within regression ladder 1 through 43, or classification group 44. If such a downgrade is not possible, the employee shall be laid off. If such a downgrade is possible, the employee shall then in the future have the right to downgrade through that new regression ladder only.
- (6) An employee may accept layoff in lieu of the opportunity to downgrade by notifying the Office of Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employees shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.
- (7) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.
- (8) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

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

15.4 SALARY IN EVENT OF DOWNGRADE

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

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

c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher. 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 to this Agreement.

15.5 FRINGE BENEFITS

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

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

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

15.6 RECALL

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

b. Career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. If, however, a permanent employee has been recalled or downgraded but has not been recalled to the classification in which

permanent status is held within the five (5) year period, said employee shall continue to possess recall rights back to the classification in which permanent status is held, and to any other classifications in the employee's regression ladder which are lower than the classification in which permanent status is held and higher than the classification in which the employee was working at the expiration of the five (5) year period. If said employee is recalled to a classification higher in his/her regression ladder than the employee was working at the expiration of the five (5) year period, the employee shall serve the complete probationary period in such higher classification. If said employee fails to satisfactorily complete the probationary period he/she shall return to the next highest classification in the applicable regression ladder in which a vacancy exists and shall gain permanent status in such classification. In no event shall the employee be required to return to a classification lower than that from which he/she left to take the probationary appointment. Said employee shall then continue to possess recall rights to any higher classification in his/her regression ladder which is lower than the classification in which the employee failed to complete the probationary period but higher than the classification to which the employee returned after failing probation, subject to all provisions stated above.

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

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

15.7 GENERAL

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

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

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

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

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

ARTICLE 16 UNIFORMS AND COVERALLS

16.1 UNIFORMS

a. City Provided Uniforms

- (1) The City agrees to provide uniforms for employees who are required to wear uniforms.
- (2) All employees covered by this Agreement and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.
- (3) The value of uniforms provided by the City shall be reported as compensation at the rate of four dollars (\$5.00) biweekly to the Public Employees Retirement System (PERS).
- (4) All employees who are provided a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

b. Uniform Allowance

- (1) New employees hired into the classifications for which the City requires a uniform which the employee must provide, shall receive an initial allowance of two hundred fifty dollars (\$250) for the purchase of the necessary uniform, including but not limited to appropriate footwear.
- (2) Thereafter, employees shall receive a uniform allowance of twenty-two dollars (\$22.00) for uniform maintenance and replacement cost bi-weekly.
- (3) All employees who receive a uniform allowance shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

16.2 FOUL WEATHER JACKET

a. Employees in the classification of Senior Animal Control Officer shall be supplied with one foul weather jacket. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

b. Supervisory employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

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

16.3 SUMMER WEAR

a. Employees in the classifications of Parking Meter Collection Supervisor and Parking Enforcement Supervisor shall have the option to wear summer shorts and shoes between May 1 and September 30.

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

ARTICLE 17 SAFETY SHOES AND SAFETY GLASSES

17.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of \$175 per pair, or up to a maximum of \$225 per pair if special order is required, and generally no more than two (2) pair per fiscal year. Employees may initially request two (2) pair of shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. Safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.

b. Effective June 21, 2008, the maximums shall be increased to \$200 and \$250 respectively.

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

17.2 SAFETY GLASSES

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

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of \$125 per pair of glasses.

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

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

ARTICLE 18 CLASSIFICATION AND PAY

18.1 NEW OR REVISED JOB CLASSIFICATIONS

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

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

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

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

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

ARTICLE 19
DISCIPLINE

19.1 LETTER OF REPRIMAND

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

b. Such letter 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.

19.2 IN-LIEU DISCIPLINE

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

19.3 DISCIPLINE APPEAL HEARING PROCEDURE

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

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

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

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

e. After an appeal from discipline has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the SMCS for a

list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

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

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

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

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

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

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

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

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

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

ARTICLE 20 MISCELLANEOUS

20.1 CIVIL SERVICE RULES

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

20.2 SELECTION OF VACANCIES

a. Whenever a vacancy occurs in a particular job assignment, and the manager elects to permanently fill said vacancy, the vacancy shall be posted for a period of ten (10) calendar days which shall include the duties of the position. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The manager shall give first consideration to those employees making such requests before considering any other persons for the vacancy. The term "first consideration" does not mean that employees requesting transfer to the vacant position have first priority to the job or require the appointing authority to appoint an employee from such list to the vacancy, but only assures that such employees shall in fact be given consideration for the position prior to reviewing other candidates.

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

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

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

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

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

20.3 PROMOTION FROM WITHIN

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

20.4 CONSOLIDATION

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

20.5 DAMAGE TO PRESCRIPTION GLASSES

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

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

20.6 NON-DISCRIMINATION

The City and the Union agree not to discriminate against any employee for Union activity, race, creed, religion, sex, age, or handicap.

20.7 SAVINGS CLAUSE

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

20.8 NON-FAULT VEHICULAR ACCIDENTS

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

20.9 CONTRACTING-OUT

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

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

20.10 STRIKES AND LOCKOUTS

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

20.11 BLOOD BANK TIME

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

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

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

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

20.12 TIME OFF FOR EXAMINATIONS

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

20.13 TRIAL PERIOD

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

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

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

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

20.14 PAYROLL ERRORS

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

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

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

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

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.

20.15 PERS RETIREMENT PLAN AND CONTRIBUTION

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

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

b. 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).

20.16 MODIFIED/ALTERNATIVE DUTY POLICY

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

20.17 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 11, 2005

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

CITY OF SACRAMENTO

BY: _____
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

BY: _____
DEE CONTRERAS
DIRECTOR OF LABOR RELATIONS

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

VERONICA BUSBY
LABOR RELATIONS OFFICER

MARCIA MOONEY
BUSINESS REPRESENTATIVE

JERRY WAY
NEGOTIATING COMMITTEE MEMBER

RICHARD HEINS
NEGOTIATING COMMITTEE MEMBER

HAROLD DUFFEY
NEGOTIATING COMMITTEE MEMBER

LU ELLEN PETTENGELL
NEGOTIATING COMMITTEE MEMBER

CONNIE KIMOTO
NEGOTIATING COMMITTEE MEMBER

CAROLINE McNORTON
NEGOTIATING COMMITTEE MEMBER

GREG NARRAMORE
NEGOTIATING COMMITTEE MEMBER

BRUCE BAKER
NEGOTIATING COMMITTEE MEMBER

WENDELL BROWN
NEGOTIATING COMMITTEE MEMBER

EXHIBIT A

EXHIBIT A July 24, 2006 SALARY SCHEDULE

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY/BY-WEEKLY/HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
15010/65010 REP15 ASSISTANT BOX OFFICE SUPERVISOR	2896.50 1336.85 16.7106 Effective 6/24/2006	3041.32 1403.69 17.5461	3193.39 1473.87 18.4234	3353.06 1547.57 19.3446	3520.71 1624.94 20.3118	3696.75 1706.19 21.3274	3881.59 1791.50 22.3938	4075.67 1881.08 23.5135
15012/65012 REP15 CENTRAL SERVICES SUPERVISOR	3858.87 1781.02 22.2627 Effective 6/24/2006	4051.81 1870.06 23.3758	4254.40 1963.57 24.5446	4467.11 2061.74 25.7718	4690.47 2164.83 27.0604	4924.99 2273.07 28.4134	5171.24 2386.73 29.8341	5429.81 2506.06 31.3258
15013/65013 REP15 CENTRAL STORES SUPERVISOR	2713.08 1252.19 15.6524 Effective 6/24/2006	2848.73 1314.80 16.4350	2991.18 1380.54 17.2568	3140.73 1449.57 18.1196	3297.77 1522.05 19.0256	3462.66 1598.15 19.9769	3635.79 1678.06 20.9757	3817.58 1761.96 22.0245
15014/65014 REP15 CHIEF MUSEUM ATTENDANT	1720.16 793.92 9.9240 Effective 6/24/2006	1806.17 833.62 10.4202	1896.47 875.30 10.9412	1991.31 919.06 11.4883	2090.87 965.02 12.0627	2195.41 1013.26 12.6658	2305.18 1063.93 13.2991	2420.44 1117.13 13.9641
15017/65017 REP15 COMPUTER OPERATIONS SUPERVISOR	4058.41 1873.11 23.4139 Effective 6/24/2006	4261.33 1966.77 24.5846	4474.39 2065.10 25.8138	4698.11 2168.36 27.1045	4933.01 2276.78 28.4597	5179.67 2390.62 29.8827	5438.65 2510.14 31.3768	5710.57 2635.65 32.9456
15088/65088 REP15 CURATOR OF HISTORICAL EXHIBITIONS	3348.99 1545.69 19.3211 Effective 6/24/2006	3516.45 1622.98 20.2872	3692.28 1704.13 21.3016	3876.89 1789.34 22.3667	4070.73 1878.80 23.4850	4274.26 1972.74 24.6592	4487.98 2071.38 25.8922	4712.38 2174.94 27.1868
15018/65018 REP15 CUSTODIAL SUPERVISOR	2608.25 1203.81 15.0476 Effective 6/24/2006	2738.67 1264.00 15.8000	2875.60 1327.20 16.5900	3019.38 1393.56 17.4199	3170.35 1463.24 18.2905	3328.87 1536.40 19.2050	3495.30 1613.22 20.1652	3670.07 1693.88 21.1735

EXHIBITA

GOVERNMENT HUMAN RESOURCES SYSTEM

CITY OF SACRAMENTO
SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/0
15020/65020 REP15 DRAINAGE SUPERVISOR	3189.75 1472.19 18.4024 Effective 6/24/2006	3349.23 1545.80 19.3225	3516.69 1623.09 20.2886	3692.52 1704.24 21.3030	3877.15 1789.46 22.3682	4071.01 1878.93 23.4866	4274.56 1972.87 24.6609	4488.28 2071.51 25.8939
15044/65044 REP15 ENFORCEMENT AND COLLECTIONS SUPERVISOR	3311.43 1528.35 19.1044 Effective 6/24/2006	3477.00 1604.77 20.0596	3650.85 1685.01 21.0626	3833.39 1769.26 22.1157	4025.06 1857.72 23.2215	4226.32 1950.61 24.3826	4437.63 2048.14 25.6017	4659.51 2150.54 26.8818
15053/65053 REP15 EQUIPMENT MAINTENANCE SUPERVISOR	3958.60 1827.05 22.8381 Effective 6/24/2006	4156.53 1918.40 23.9800	4364.36 2014.32 25.1790	4582.57 2115.03 26.4379	4811.70 2220.78 27.7598	5052.29 2331.82 29.1478	5304.90 2448.42 30.6052	5570.15 2570.84 32.1355
15092/65092 REP15 FINANCIAL SERVICES SUPERVISOR	3090.12 1426.21 17.8276 Effective 6/24/2006	3244.63 1497.52 18.7190	3406.87 1572.40 19.6550	3577.20 1651.02 20.6377	3756.06 1733.57 21.6696	3943.87 1820.25 22.7531	4141.07 1911.26 23.8908	4348.12 2006.82 25.0853
15021/65021 REP15 GOLF COURSE SUPERVISOR	3375.11 1557.74 19.4718 Effective 6/24/2006	3543.87 1635.63 20.4454	3721.07 1717.42 21.4677	3907.12 1803.29 22.5411	4102.49 1893.46 23.6682	4307.61 1988.13 24.8516	4522.99 2087.54 26.0942	4749.14 2191.91 27.3989
15087/65087 REP15 INSTRUMENTATION SUPERVISOR	4285.08 1977.73 24.7216 Effective 6/24/2006	4499.33 2076.62 25.9577	4724.30 2180.45 27.2556	4960.52 2289.47 28.6184	5208.55 2403.94 30.0493	5468.98 2524.14 31.5518	5742.43 2650.35 33.1294	6029.56 2782.87 34.7859
15056/65056 REP15 MARINA AND BOATING FACILITIES SUPERVISOR	3508.93 1619.50 20.2438 Effective 6/24/2006	3684.37 1700.48 21.2560	3868.59 1785.50 22.3188	4062.01 1874.78 23.4347	4265.11 1968.51 24.6064	4478.36 2066.94 25.8367	4702.27 2170.28 27.1285	4937.38 2278.79 28.4849

EXHIBIT A

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
15094/65094 REP15	2915.43	3061.21	3214.26	3374.97	3543.71	3720.89	3906.93	4102.28
METER READING	1345.58	1412.86	1483.50	1557.68	1635.56	1717.34	1803.20	1893.36
<u>SUPERVISOR</u>	16.8198	17.6608	18.5438	19.4710	20.4445	21.4667	22.5400	23.6670
	Effective 6/24/2006							
15086/65086 REP15	2792.61	2932.25	3078.85	3232.79	3394.42	3564.15	3742.35	3929.47
MUSEUM SECURITY	1288.90	1353.34	1421.01	1492.06	1566.66	1644.99	1727.24	1813.60
<u>SUPERVISOR</u>	16.1112	16.9168	17.7626	18.6507	19.5832	20.5624	21.5905	22.6700
	Effective 6/24/2006							
15024/65024 REP15	2876.40	3020.21	3171.22	3329.79	3496.27	3671.08	3854.64	4047.37
<u>OFFICE SUPERVISOR</u>	1327.57	1393.94	1463.64	1536.82	1613.66	1694.34	1779.06	1868.02
	16.5946	17.4243	18.2955	19.2103	20.1708	21.1793	22.2383	23.3502
	Effective 6/24/2006							
15025/65025 REP15	2635.38	2767.15	2905.50	3050.77	3203.30	3363.46	3531.63	3708.21
PARKING	1216.33	1277.14	1341.00	1408.05	1478.45	1552.37	1629.98	1711.48
<u>ENFORCEMENT SUPERVISOR</u>	15.2041	15.9643	16.7625	17.6006	18.4806	19.4046	20.3748	21.3935
	Effective 6/24/2006							
15055/65055 REP15	3285.08	3449.33	3621.80	3802.88	3993.03	4192.67	4402.30	4622.42
PARKING	1516.19	1592.00	1671.60	1755.18	1842.94	1935.08	2031.83	2133.42
<u>FACILITIES MAINTENANCE SUPERVISOR</u>	18.9824	19.9000	20.8950	21.9397	23.0367	24.1885	25.3979	26.6678
	Effective 6/24/2006							
15026/65026 REP15	2590.69	2720.22	2856.24	2999.05	3149.00	3306.45	3471.78	3645.37
PARKING LOT	1195.70	1255.49	1318.26	1384.18	1453.38	1526.06	1602.36	1682.48
<u>SUPERVISOR</u>	14.9463	15.6936	16.4783	17.3022	18.1673	19.0757	20.0295	21.0310
	Effective 6/24/2006							
15085/65085 REP15	2845.93	2988.21	3137.63	3294.51	3459.23	3632.20	3813.80	4004.49
PARKING METER	1313.50	1379.18	1448.14	1520.54	1596.57	1676.40	1760.22	1848.22
<u>COLLECTION SUPERVISOR</u>	16.4188	17.2397	18.1017	19.0068	19.9571	20.9550	22.0027	23.1028
	Effective 6/24/2006							

EXHIBIT A

CITY OF SACRAMENTO
 SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES
 GOVERNMENT HUMAN RESOURCES SYSTEM

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15027/65027 REP15 PARKING METER <u>REPAIR SUPERVISOR</u>	2845.93 1313.50 16.4188 Effective 6/24/2006	2988.21 1379.18 17.2397	3137.63 1448.14 18.1017	3294.51 1520.54 19.0068	3459.23 1596.57 19.9571	3632.20 1676.40 20.9550	3813.80 1760.22 22.0027	4004.49 1848.22 23.1028
15028/65028 REP15 <u>PARKS SUPERVISOR</u>	3442.99 1589.87 19.8634 Effective 6/24/2006	3615.14 1668.53 20.8566	3795.90 1751.95 21.8994	3985.70 1839.55 22.9944	4184.98 1931.53 24.1441	4394.23 2028.10 25.3513	4613.94 2129.51 26.6189	4844.63 2235.98 27.9498
15101/65101 REP15 <u>POLICE RECORDS ASSISTANT III</u>	2782.87 1284.40 16.0550 Effective 6/24/2006	2922.02 1348.62 16.8578	3068.12 1416.06 17.7007	3221.52 1486.86 18.5857	3382.60 1561.20 19.5150	3551.74 1639.26 20.4908	3729.32 1721.22 21.5153	3915.79 1807.29 22.5911
15091/65091 REP15 <u>PROGRAM SUPERVISOR</u>	3442.92 1589.04 19.8630 Effective 6/24/2006	3615.06 1668.49 20.8561	3795.81 1751.91 21.8989	3985.59 1839.50 22.9938	4184.87 1931.48 24.1435	4394.12 2028.06 25.3507	4613.82 2129.46 26.6182	4844.51 2235.93 27.9491
15076/65076 REP15 <u>REVENUE SUPERVISOR</u>	3182.87 1469.02 18.3627 Effective 6/24/2006	3342.01 1542.46 19.2808	3509.10 1619.58 20.2448	3684.55 1700.56 21.2570	3868.78 1785.59 22.3199	4062.22 1874.87 23.4359	4265.33 1968.62 24.6077	4478.60 2067.05 25.8381
15064/65064 REP15 <u>SENIOR ACCOUNTING TECHNICIAN</u>	2886.28 1332.13 16.6516 Effective 6/24/2006	3030.59 1398.74 17.4842	3182.12 1468.67 18.3584	3341.23 1542.10 19.2763	3508.28 1619.21 20.2401	3683.70 1700.17 21.2521	3867.88 1785.18 22.3147	4061.27 1874.43 23.4304
15097/65097 REP15 <u>SENIOR ANIMAL CARE TECHNICIAN</u>	2619.59 1209.04 15.1130 Effective 6/24/2006	2750.57 1269.50 15.8687	2888.10 1332.97 16.6621	3032.50 1399.62 17.4952	3184.13 1469.60 18.3700	3343.34 1543.08 19.2885	3510.50 1620.23 20.2529	3686.02 1701.24 21.2655

EXHIBIT A

CITY OF SACRAMENTO
 SCHEDULED MONTHLY BI-WEEKLY/HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

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 CODE
 TITLE

	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
15033/65033 REP15 <u>SENIOR ANIMAL CONTROL OFFICER</u> Effective 6/24/2006	3126.33 1442.92 18.0365	3282.64 1515.06 18.9383	3446.77 1590.82 19.8852	3619.11 1670.36 20.8795	3800.07 1753.88 21.9235	3990.08 1841.58 23.0197	4189.59 1933.66 24.1707	4399.06 2030.34 25.3792
15066/65066 REP15 <u>SENIOR CODE ENFORCEMENT OFFICER</u> Effective 6/24/2006	3632.30 1676.45 20.9556	3813.92 1760.27 22.0034	4004.62 1848.29 23.1036	4204.86 1940.70 24.2588	4415.09 2037.74 25.4717	4635.85 2139.62 26.7453	4867.65 2246.61 28.0826	5111.03 2358.94 29.4867
15067/65067 REP15 <u>SENIOR PARKING LOT SUPERVISOR</u> Effective 6/24/2006	3285.08 1516.19 18.9524	3449.33 1592.00 19.9000	3621.80 1671.60 20.8950	3802.88 1755.18 21.9397	3993.03 1842.94 23.0367	4192.67 1935.08 24.1885	4402.30 2031.83 25.3979	4622.42 2133.42 26.6678
15096/65096 REP15 <u>SENIOR SUPERVISING BUILDING INSPECTOR</u> Effective 6/24/2006	4568.48 2108.53 26.3566	4796.90 2213.95 27.6744	5036.74 2324.65 29.0581	5288.57 2440.88 30.5110	5552.99 2562.92 32.0365	5830.64 2691.06 33.6383	6122.17 2825.62 35.3202	6428.27 2966.90 37.0862
15079/65079 REP15 <u>SENIOR TRAFFIC CONTROL AND LIGHT SUPERVISOR</u> Effective 6/24/2006	4238.99 1956.46 24.4557	4450.94 2054.28 25.6785	4673.48 2156.99 26.9624	4907.15 2264.84 28.3105	5152.51 2378.08 29.7260	5410.13 2496.98 31.2123	5680.64 2621.83 32.7729	5964.66 2752.92 34.4115
15075/65075 REP15 <u>SOLID WASTE MAINTENANCE SUPERVISOR</u> Effective 6/24/2006	3285.07 1516.65 18.9581	3450.37 1592.48 19.9060	3622.89 1672.10 20.9013	3804.04 1755.71 21.9464	3994.24 1843.50 23.0437	4193.96 1935.67 24.1959	4403.65 2032.46 25.4057	4623.84 2134.08 26.6760
15032/65032 REP15 <u>SOLID WASTE SUPERVISOR</u> Effective 6/24/2006	3322.82 1533.61 19.1701	3488.96 1610.29 20.1286	3663.40 1690.80 21.1350	3846.58 1775.34 22.1918	4038.91 1864.11 23.3014	4240.86 1957.32 24.4665	4452.90 2055.18 25.6898	4675.55 2157.94 26.9743

EXHIBIT A

CITY OF SACRAMENTO

GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
15099/65099 REP15 STREET MAINTENANCE SUPERVISOR	3991.02 1942.01 23.0251 Effective 6/24/2006	4190.58 1934.11 24.1764	4400.10 2030.82 25.3852	4620.11 2132.36 26.6545	4851.11 2238.98 27.9872	5093.68 2350.93 29.3866	5348.36 2468.47 30.8559	5615.77 2591.90 32.3987
15095/65095 REP15 SUPERVISING BUILDING INSPECTOR	4350.93 2008.12 25.1015 Effective 6/24/2006	4568.48 2108.53 26.3566	4796.90 2213.95 27.6744	5036.74 2324.65 29.0581	5288.57 2440.88 30.5110	5553.01 2562.93 32.0366	5830.66 2691.07 33.6384	6122.19 2825.62 35.3203
15038/65038 REP15 SUPERVISING CASHIER	2792.61 1288.90 16.1112 Effective 6/24/2006	2932.25 1353.34 16.9168	3078.85 1421.01 17.7626	3232.79 1492.06 18.6507	3394.42 1566.66 19.5832	3564.15 1644.99 20.5624	3742.35 1727.24 21.5905	3929.47 1813.60 22.6700
15058/65058 REP15 SUPERVISING COMMUNITY CENTER ATTENDANT	2905.41 1340.96 16.7620 Effective 6/24/2006	3050.68 1408.01 17.6001	3203.22 1478.41 18.4801	3363.38 1552.33 19.4041	3531.55 1629.94 20.3743	3708.12 1711.44 21.3930	3893.53 1797.02 22.4627	4088.21 1886.86 23.5858
15071/65071 REP15 SUPERVISING COMMUNITY SERVICE REPRESENTATIVE	3056.06 1410.49 17.6311 Effective 6/24/2006	3208.87 1481.02 18.5127	3369.31 1555.06 19.4383	3537.77 1632.82 20.4102	3714.65 1714.46 21.4307	3900.38 1800.18 22.5022	4095.40 1890.18 23.6273	4300.17 1984.70 24.8087
15074/65074 REP15 SUPERVISING CONSTRUCTION INSPECTOR	4314.73 1991.42 24.8927 Effective 6/24/2006	4530.47 2090.98 26.1373	4756.99 2195.54 27.4442	4994.84 2305.31 28.8164	5244.58 2420.58 30.2572	5506.82 2541.61 31.7701	5782.16 2668.69 33.3586	6071.26 2802.12 35.0265
15033/65033 REP15 SUPERVISING DISPATCHER	4369.65 2016.76 25.2095 Effective 6/24/2006	4588.13 2117.60 26.4700	4817.54 2223.48 27.7935	5058.42 2334.66 29.1832	5311.35 2451.39 30.6424	5576.91 2573.96 32.1745	5855.75 2702.66 33.7832	6148.55 2837.79 35.4724

EXHIBIT A

CITY OF SACRAMENTO
SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES

GOVERNMENT HUMAN RESOURCES SYSTEM

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CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
15084/65084 REP15 SUPERVISING GRAPHIC DESIGNER	3679.28 1698.13 21.2266 Effective 6/24/2006	3863.24 1783.03 22.2879	4056.40 1872.18 23.4023	4259.22 1965.79 24.5724	4472.17 2064.08 25.8010	4695.77 2167.28 27.0910	4930.55 2275.64 28.4455	5177.09 2389.42 29.8678
15060/65060 REP15 SUPERVISING IDENTIFICATION TECHNICIAN	3710.81 1712.68 21.4085 Effective 6/24/2006	3896.34 1798.31 22.4789	4091.15 1888.22 23.6028	4295.70 1982.63 24.7829	4510.48 2081.76 26.0220	4736.00 2185.85 27.3231	4972.81 2295.14 28.6893	5221.46 2409.90 30.1238
15069/65069 REP15 SUPERVISING IDENTIFICATION TECHNICIAN (BA)	3896.34 1798.31 22.4789 Effective 6/24/2006	4091.15 1888.22 23.6028	4295.70 1982.63 24.7829	4510.48 2081.76 26.0220	4736.00 2185.85 27.3231	4972.81 2295.14 28.6893	5221.46 2409.90 30.1238	5482.53 2530.40 31.6300
15068/65068 REP15 SUPERVISING IDENTIFICATION TECHNICIAN (LPE CERT - BA)	4452.93 2055.20 25.6900 Effective 6/24/2006	4675.58 2157.96 26.9745	4909.35 2265.86 28.3232	5154.83 2379.15 29.7394	5412.58 2498.11 31.2264	5683.20 2623.02 32.7877	5967.36 2754.17 34.4271	6265.74 2891.88 36.1485
15063/65063 REP15 SUPERVISING IDENTIFICATION TECHNICIAN (LPE CERT)	4267.41 1969.58 24.6197 Effective 6/24/2006	4480.79 2068.06 25.8507	4704.82 2171.46 27.1432	4940.07 2280.03 28.5004	5187.07 2394.03 29.9254	5446.43 2513.74 31.4217	5718.75 2639.42 32.9928	6004.68 2771.39 34.6424
15040/65040 REP15 SUPERVISING PLANT OPERATOR	5315.94 2453.51 30.6689 Effective 6/24/2006	5581.73 2576.18 32.2023	5860.82 2704.99 33.8124	6153.85 2840.24 35.5030	6461.55 2982.26 37.2782	6784.63 3131.37 39.1421	7123.86 3287.94 41.0992	7480.06 3452.34 43.1542
15041/65041 REP15 SUPERVISING POLICE CLERK	2876.40 1327.57 16.5946 Effective 6/24/2006	3020.21 1393.94 17.4243	3171.22 1463.64 18.2955	3329.79 1536.82 19.2103	3496.27 1613.66 20.1708	3671.08 1694.34 21.1793	3854.64 1779.06 22.2383	4047.37 1868.02 23.3502

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

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CODE
TITLE

15082/65082	REP15	3266.41	3429.73	3601.21	3781.27	3970.32	4168.84	4377.29	4596.16
<u>SUPERVISING</u>		1507.58	1582.95	1662.10	1745.20	1832.46	1924.08	2020.29	2121.30
<u>POLICE RECORDS</u>		18.8447	19.7869	20.7762	21.8150	22.9057	24.0510	25.2536	26.5163
<u>ASSISTANT</u>		Effective 6/24/2006							
15062/65062	REP15	3109.57	3265.05	3428.29	3599.70	3779.69	3968.67	4167.11	4375.47
<u>SUPERVISING</u>		1435.18	1506.94	1582.29	1661.40	1744.47	1831.70	1923.28	2019.45
<u>PROPERTY</u>		17.9398	18.8368	19.7786	20.7675	21.8059	22.8962	24.0410	25.2431
<u>ASSISTANT</u>		Effective 6/24/2006							
15065/65065	REP15	4331.58	4548.16	4775.58	5014.36	5265.07	5528.33	5804.74	6094.97
<u>SUPERVISING</u>		1999.19	2099.15	2204.11	2314.32	2430.03	2551.54	2679.11	2813.06
<u>SURVEYOR</u>		24.9899	26.2394	27.5514	28.9290	30.3754	31.8942	33.4889	35.1633
		Effective 6/24/2006							
15035/65035	REP15	4798.39	5038.31	5290.24	5554.74	5832.48	6124.09	6430.30	6751.82
<u>SUPERVISING</u>		2214.64	2325.38	2441.65	2563.73	2691.91	2826.50	2967.83	3116.22
<u>QUALITY CHEMIST</u>		27.6830	29.0672	30.5206	32.0466	33.6489	35.3313	37.0979	38.9528
		Effective 6/24/2006							
15102/65102	REP15	3908.09	4103.49	4308.67	4524.10	4750.30	4987.82	5237.21	5499.07
<u>SURVEY PARTY</u>		1803.74	1893.92	1988.62	2088.05	2192.45	2302.07	2417.18	2538.03
<u>CHIEF</u>		22.5467	23.6740	24.8577	26.1006	27.4056	28.7759	30.2147	31.7254
		Effective 6/24/2006							
15077/65077	REP15	4455.01	4677.76	4911.66	5157.24	5415.11	5685.85	5970.15	6268.67
<u>TELECOM-</u>		2056.16	2158.97	2266.92	2380.26	2499.28	2624.24	2755.46	2893.23
<u>COMMUNICATIONS</u>		25.7020	26.9871	28.3365	29.7533	31.2410	32.8030	34.4432	36.1654
<u>SUPERVISOR</u>		Effective 6/24/2006							
15045/65045	REP15	4501.02	4726.07	4962.38	5210.50	5471.02	5744.58	6031.81	6333.39
<u>TRAFFIC CONTROL</u>		2077.39	2181.26	2290.33	2404.85	2525.09	2651.34	2783.91	2923.10
<u>AND LIGHTING</u>		25.9674	27.2658	28.6291	30.0606	31.5636	33.1418	34.7989	36.5388
<u>SUPERVISOR</u>		Effective 6/24/2006							

EXHIBIT A

CITY OF SACRAMENTO
GOVERNMENT HUMAN RESOURCES SYSTEM

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
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15046/65046 REP15 <u>TREE MAINTENANCE</u> SUPERVISOR	3511.49 1620.69 20,2586 Effective 6/24/2006	3687.06 1701.72 21,2715	3871.42 1786.81 22,3351	4065.00 1876.15 23,4519	4268.25 1969.96 24,6245	4481.65 2068.46 25,8557	4705.74 2171.88 27,1485	4941.02 2280.47 28,5059
15047/65047 REP15 <u>TREE PRUNER</u> SUPERVISOR	3511.49 1620.69 20,2586 Effective 6/24/2006	3687.06 1701.72 21,2715	3871.42 1786.81 22,3351	4065.00 1876.15 23,4519	4268.25 1969.96 24,6245	4481.65 2068.46 25,8557	4705.74 2171.88 27,1485	4941.02 2280.47 28,5059
15103/65103 REP15 <u>UTILITIES FIELD</u> SERVICES SUPERVISOR	4273.08 1972.19 24,6524 Effective 6/24/2006	4486.73 2070.80 25,8850	4711.06 2174.34 27,1792	4946.62 2283.06 28,5382	5193.95 2397.21 29,9651	5453.66 2517.07 31,4634	5726.34 2642.93 33,0366	6012.66 2775.07 34,6884
15093/65093 REP15 <u>UTILITY CUSTOMER</u> SERVICE SUPERVISOR	3090.12 1426.21 17,8276 Effective 6/24/2006	3244.63 1497.52 18,7190	3406.87 1572.40 19,6550	3577.20 1651.02 20,6377	3756.06 1733.57 21,6696	3943.87 1820.25 22,7531	4141.07 1911.26 23,8908	4348.12 2006.82 25,0853
15051/65051 REP15 <u>ZOO SUPERVISOR</u>	3276.85 1512.39 18,9049 Effective 6/24/2006	3440.68 1588.01 19,8501	3612.72 1667.41 20,8426	3793.35 1750.78 21,8847	3983.01 1838.31 22,9789	4182.15 1930.22 24,1278	4391.26 2026.74 25,3342	4610.82 2128.07 26,6009

EXHIBIT A-1

GENERAL SUPERVISORY UNIT

EXHIBIT A-1 EQUITY ADJUSTMENTS

CLASSIFICATION	Equity 07/05	Equity 07/06	Equity 07/07	Equity 07/08	Equity 07/09
Senior Animal Control Officer	2%	2%			
Central Stores Supervisor	2%	1%			
Enforcement and Collections Supervisor	2%	2%			
Program Supervisor	2%	1%			
Supervising Community Center Attendant	2%	2%	2%		
Equipment Maintenance Supervisor	2%	2%	1%	1%	
Meter Reading Supervisor	2%	2%			
Parks Supervisor	1%	1%			
Tree Maintenance Supervisor	2%	2%	2%		
Tree Pruner Supervisor	2%	2%			
Supervising Surveyor	1%	1%			
Solid Waste Supervisor	2%	1%	1%		
Solid Waste Maintenance Supervisor	2%	1%	1%		
Supervising Building Inspector	3%	2%	2%		
Senior Supervising Building Inspector	3%	2%	2%		
Senior Code Enforcement Officer	2%	2%	2%		
Supervising Construction Inspector	2%	2%	2%		
Supervising Police Record Assistant	3%	3%	2%		
Supervising Property Assistant	2%	2%			
Supervising Dispatcher	6%	5%	4%		
Supervising Plant Operator			2%	2%	2%
Supervising Graphic Designer	12%				
Traffic Control and Lighting Supervisor	3%	3%	2%		
Senior Traffic Control and Light Supervisor	3%	3%	2%		
Utilities Field Services Supervisor	2%	3%	3%	2%	2%
Survey Party Chief	2%	2%	2%		
Police Records Assistant III	3%	3%	2%		

EXHIBIT B

EXHIBIT B REGRESSION LADDERS

(Includes Flexibly Staffed Classifications)

GENERAL SUPERVISORY UNIT

1. Senior Traffic Control and Lighting Supervisor
Traffic Control and Lighting Supervisor
Traffic Control and Lighting Technician II//Trainee
2. Supervising Water Quality Chemist
Water Quality Chemist
Water Quality Laboratory Technician
3. Computer Operations Supervisor
Senior Computer Operator
Computer Operator II
Computer Operator I
4. Senior Maintenance Worker
Maintenance Worker
Security Guard
5. Revenue Supervisor
Senior Revenue Services Representative
Senior Customer Service Representative
Revenue Services Representative/Trainee
Customer Service Representative/Trainee
6. Senior Supervising Building Inspector
Supervising Building Inspector
Building Inspector IV
Building Inspector III
Building Inspector II/I
Building Technician
7. Supervising Construction Inspector
Supervising Surveyor
Construction Inspector III
Construction Inspector II
Survey Party Chief
Construction Inspector I
Engineering Aide II/I
Survey Technician II/I
8. Central Stores Supervisor
Storekeeper
Stores Clerk II/I
9. Supervising Identification Technician
Identification Technician III//II/I

EXHIBIT B

10. Office Supervisor
Senior Personnel Transactions Coordinator
Personnel Transactions Coordinator
Clerk III
Clerk II/I
11. Assistant Box Office Supervisor
Supervising Cashier
Ticket Seller
Cashier
12. Central Services Supervisor
Senior Central Services Assistant
Central Services Assistant III
Central Services Assistant II
Offset Equipment Operator
Central Services Assistant I
13. Supervising Community Center Attendant
Custodial Supervisor
Community Center Attendant II
Community Center Attendant I
Senior Custodian
Custodian II
Custodian I
Security Guard
14. Senior Accounting Technician
Accounting Technician
Account Clerk III/I
15. Supervising Dispatcher
*****Dispatcher III
*****Dispatcher II/I
16. Supervising Property Assistant
Senior Property Assistant
Property Assistant
17. Senior Animal Control Officer
Animal Control Officer
Senior Animal Care Technician
Animal Care Technician
18. Parking Meter Repair Supervisor
Parking Meter Repairworker

EXHIBIT B

19. Solid Waste Supervisor
Motor Sweeper Operator
Sanitation Worker III
Sanitation Worker II
Sanitation Worker I
General Helper
20. Program Supervisor
Program Coordinator
Program Developer
Program Leader
Child Care Assistant
21. Parks Supervisor
Park Equipment Operator
Park Maintenance Worker III
Park Maintenance Worker II
Park Maintenance Worker I
22. Tree Maintenance Supervisor
Senior Tree Maintenance Worker
Tree Maintenance Worker/Trainee
23. Golf Course Supervisor
Greenskeeper
24. Tree Pruner Supervisor
Senior Tree Pruner
Tree Pruner II/I/Trainee
25. Zoo Supervisor
Zoo Attendant II
Zoo Attendant I
26. Supervising Police Clerk
Police Clerk III
Police Clerk II/I
27. Senior Parking Lot Supervisor
Parking Lot Supervisor
Senior Parking Lot Attendant
Parking Lot Attendant
28. Parking Meter Collection Supervisor
Parking Enforcement Supervisor
Parking Meter Coin Collector
Parking Enforcement Officer
29. Instrumentation Supervisor
Instrumentation Technician II/I/Trainee

EXHIBIT B

- 30. Marina and Boating Facilities Supervisor
Marina and Boating Facilities Attendant
- 31. Senior Code Enforcement Officer
Code Enforcement Officer
Assistant Code Enforcement Officer
- 32. Supervising Plant Operator
*Senior Plant Operator
*Plant Operator
*Junior Plant Operator
- 33. Equipment Maintenance Supervisor (Mechanical Shops)
**Equipment Mechanic III
**Equipment Mechanic II
**Equipment Mechanic I
- 34. Equipment Maintenance Supervisor
**Equipment Mechanic III
**Equipment Mechanic II/I
- 35. Supervising Community Service Representative
Community Service Representative III/I
- 36. ****Assistant/Associate Telecommunications Engineer
Telecommunications Supervisor
Telecommunications Technician II/I/Trainee
Communications Assistant
- 37. Supervising Graphic Designer
Graphic Designer
Graphics Assistant
- 38. Supervising Police Records Assistant
Police Records Assistant III
Police Records Assistant II/I
- 39. Utility Customer Service Supervisor
Senior Utility Customer Service Technician
Utility Customer Service Technician III
Utility Customer Service Technician II/I
- 40. Meter Reading Supervisor
Utility Services Inspector
Meter Reader
Water Waste Inspector
- 41. Streets Maintenance Supervisor
Street Construction Equipment Operator
Street Construction Laborer
Street Construction Laborer Trainee

EXHIBIT B

42. Utilities Field Services Supervisor
*****Utilities Field Services Leadworker
*****Utilities Field Services Serviceworker
*****Utilities Field Services Serviceworker (Apprentice)
43. Customer Service Supervisor
Customer Service Specialist
Customer Service Representative
Customer Service Assistant
Customer Service Trainee
(Or the employee may be reinstated to the classification from which promoted or transferred)
44. Bump to previously held classification's regression ladder

Chief Museum Attendant
Curator of Education
Curator of Historical Exhibitions
Drainage Supervisor
Enforcement and Collections Supervisor
Financial Services Supervisor
Museum Security Supervisor
Parking Facilities Maintenance Supervisor
Solid Waste Maintenance Supervisor
45. Classifications designated as Confidential/Administrative may downgrade to vacant positions in classifications where previously held permanent status***

***Accountant-Auditor III/III/
***Account Clerk II/I (Confidential)
***Accounting Technician (Confidential)
***Administrative Analyst II/I/Trainee
***Administrative Clerk (Confidential/Exempt)
***Applications Developer II/I
***Benefits Officer
***Benefits Technician
***Cashiering Systems Supervisor
***Child Care Coordinator
***City Attorney's Office Administrative Officer
***City Council Office Secretary
***City Manager's Office Supervisor
***Claims Representative
***Confidential Office Supervisor
***Confidential Secretary
***Deputy City Clerk III/II/I
***Executive Secretary
***Executive Secretary (City Treasurer/Exempt)
***Financial Services Supervisor (Confidential)
***Fire Service Training Specialist
***Graduate Legal Assistant
***Human Resources Analyst II/I/Administrative Trainee

EXHIBIT B

45. Classifications designated as Confidential/Administrative may downgrade to vacant positions in classifications where previously held permanent status*** (Continued)

- ***Human Resources Technician
- ***Information Technology Support Specialist II/I (Confidential)
- ***Information Technology Support Specialist II/I (Confidential/Exempt)
- ***Investigator II/I (Exempt)
- ***Legal Secretary II/I
- ***Legal Secretary II/I (Exempt)
- ***Legal Technology Analyst
- ***Mayor/City Council Office Receptionist
- ***Mayor and City Council Intern II
- ***Mayor and City Council Intern I
- ***Programmer II/I/Trainee
- ***Recruitment Coordinator (Exempt)
- ***Retirement Officer
- ***Retirement System Technician
- ***Safety Officer
- ***Safety Specialist II/I
- ***Secretary, City Manager's Office
- ***Secretary to the Mayor
- ***Senior Accounting Technician (Confidential)
- ***Senior Application Developer
- ***Senior Data Entry Technician (Confidential)
- ***Senior Parks and Recreation Supervisor
- ***Senior Programmer
- ***Senior Systems Programmer
- ***Special Districts Analyst
- ***Staff Aide
- ***Supervisor-Property Management Section
- ***Systems Programmer II/I
- ***Treasury Operations Officer II/I
- ***Typist Clerk II/I (Confidential)
- ***Typist Clerk III (Confidential)
- ***Typist Clerk II/I (Exempt)
- ***Typist Clerk III (Exempt)
- ***Vocational Rehabilitation Coordinator
- ***Waste Reduction Coordinator II/I
- ***Workers' Compensation Claims Representative II/I/Trainee
- ***Workers' Compensation Office Supervisor (Confidential)

- * Plant Operator Unit
- ** Automotive/Equipment Mechanics Unit
- *** Unrepresented Confidential/Administrative
- **** Engineering Unit
- ***** Police Department Unit
- ***** Plumbers and Pipefitters Unit

AGREEMENT
BETWEEN
CITY OF SACRAMENTO
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY ENGINEERS LOCAL 39, AFL-CIO
COVERING ALL EMPLOYEES IN THE
PLANT OPERATOR UNIT
2005-2010

PREAMBLE

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EXHIBIT A June 24, 2006 Salary Schedule

PREAMBLE

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

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

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

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

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

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

The following terms are defined as used throughout this Agreement:

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

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

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

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

1.3 CAREER DEVELOPMENT TRAINEES

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

ARTICLE 2 SOLE AGREEMENT

2.1 SOLE AGREEMENT

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

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

ARTICLE 3 CITY RIGHTS

3.1 CITY RIGHTS

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

ARTICLE 4
UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

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

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.
- (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.
- (3) Deductions and authorizations shall be separated by type of deduction (union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.
- (4) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employees and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.
- (5) The Union will be responsible for notifying the Benefits Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues, service fees, or insurance premiums.
- (6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.
- (7) The City must approve any new payroll deductions for insurance premiums for plans to which the City is not the contracting party which are not being payroll deducted as of the effective date of this Agreement.

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

4.2 AGENCY SHOP

a. General

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

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

b. Service Fee

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

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

c. Religious Objection

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

March of Dimes
United Way
Firefighter Burn Institute

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

d. Disclosure and Reporting

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

e. Hold Harmless

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

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

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

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

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

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

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

h. Duty of Fair Representation

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

i. Employee Rights

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

4.3 UNION STEWARDS

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

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

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

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

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

4.4. LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

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

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

4.5 USE OF CITY INFORMATION SYSTEMS

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

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

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

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 PURPOSE

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

b. The purposes of this procedure are:

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

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

5.2 DEFINITIONS

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

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

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

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

5.3 TIME LIMITS

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

5.4 PRESENTATION

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

5.5 EMPLOYEE RIGHTS

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

5.6 APPLICATION

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

5.7 INFORMAL DISCUSSION

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

5.8 FORMAL GRIEVANCE - STEP ONE

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

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

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

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

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

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

5.9 FORMAL GRIEVANCE - STEP TWO

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

5.10 FORMAL GRIEVANCE - STEP THREE

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

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

5.11 ARBITRATION - STEP FOUR

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

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

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

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

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

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

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

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

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

ARTICLE 6 SALARY ADJUSTMENTS

6.1 2005-2006 SALARIES

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

6.2 EQUITY ADJUSTMENTS

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

Stationary Engineer	1%
Senior Stationary Engineer	1%

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

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

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

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

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

Plant Operator	1%
Senior Plant Operator	2%

6.3 2006-2007 SALARIES

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

6.4 2007-2008 SALARIES

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

6.5 2008-2009 SALARIES

Effective June 21, 2008, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%).

6.6 2009-2010 SALARIES

Effective June 20, 2009, salary ranges in terms of bi-weekly rates shall be adjusted by four percent (4%).

6.7 GENERAL EQUITIES

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

b. Effective December 23, 2006, all salary ranges in terms of bi-weekly rates shall be adjusted by one percent (1%).

6.8 SALARY RANGE

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

ARTICLE 7
SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 3/A, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

a. Advancement in Steps

- (1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.
- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.
- (3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than Step 10/E may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.
- (4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in-Grade

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

c. Effective Date of Step Increases/Payroll Changes

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

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

- (1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.
- (2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee

is on injury-on-duty time until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

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

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

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

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

7.7 LONGEVITY PAY

a. Employee Eligibility

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

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.
- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.

- (4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.
- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

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

- (1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.
- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the pro rata portion of longevity pay from the date of return.
- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.
- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

ARTICLE 8
HEALTH AND WELFARE

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

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

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

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

8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

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

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

8.3 AMOUNT OF CONTRIBUTION

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

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

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

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

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

- (1) Effective December 1, 2005, the City contribution shall be up to \$600 per month.
- (2) Effective January 1, 2006, the City contribution shall be up to \$640 per month.
- (3) Effective January 1, 2007, the City contribution shall be up to \$680 per month.
- (4) Effective January 1, 2008, the City contribution shall be up to \$730 per month.
- (5) Effective January 1, 2009, the City contribution shall be up to \$800 per month.
- (6) Effective January 1, 2010, the City contribution shall be up to \$850 per month.

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

- (1) Effective December 1, 2005, the City contribution shall be up to \$790 per month.
- (2) Effective January 1, 2006, the City contribution shall be up to \$830 per month.
- (3) Effective January 1, 2007, the City contribution shall be up to \$880 per month.
- (4) Effective January 1, 2008, the City contribution shall be up to \$920 per month.
- (5) Effective January 1, 2009, the City contribution shall be up to \$1,050 per month.
- (6) Effective January 1, 2010, the City contribution shall be up to \$1,200 per month.

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

8.4 COVERED DEPENDENTS

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

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

8.5 CASH-BACK LIMITS

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

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

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

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

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

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

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

8.6 LIFE INSURANCE

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

8.7 UNION REPORTING

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

8.8 FLEXIBLE SPENDING ACCOUNTS

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

- a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;
- b. Unreimbursed health care expenses up to \$4,800 per plan year effective each January 1; and
- c. Dependent care reimbursement.

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

8.9 RETIREES OR SURVIVOR DEPENDENTS

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

- a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits
 - (1) Effective January 1, 2006, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$250 per month for the retiree only and \$300 per month for the retiree with dependents.
 - (2) Effective January 1, 2007, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$275 per month for the retiree only and \$325 per month for the retiree with dependents.
 - (3) Effective January 1, 2008, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$300 per month for the retiree only and \$365 per month for the retiree with dependents.
- b. Employees Retiring On or After July 1, 1992
 - (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and age 50.

- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
 - (a) Employees with a minimum ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent (100%) of the City's maximum health insurance contribution identified in (a) above.
- (4) There shall be no eligibility for the City's health insurance contribution or dental benefit if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

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

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

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty percent (50%) of the City's health insurance contribution as identified in subsection (a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disabled or Death in Line of Duty Survivors

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

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

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

ARTICLE 9
LEAVES

9.1 HOLIDAY BENEFITS

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

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

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

<u>Holiday</u>	<u>Date</u>
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

c. Eligibility

- (1) To be eligible for holiday pay, the employee shall work his/her last scheduled shift before the recognized holiday and his/her first scheduled shift after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave or compensating time off on either or both of these workdays.
- (2) A part-time career employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

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

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

d. Monday-Friday Schedule

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

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- (3) An employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Weekend Schedule

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

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

- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.
- (3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

f. Accrual of Leaves Over 24 Pay Periods

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

g. Holiday Credit Accumulation

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

h. Consecutive Christmas' or Thanksgiving Days

- (1) If an employee, within the same permanent job classification, works on three (3) consecutive Christmas Days or three (3) consecutive Thanksgiving Days, such employee shall receive holiday pay plus time and one-half (1-1/2) for all hours worked on the holiday plus eight (8) hours holiday credit for working the third consecutive Christmas Day or Thanksgiving Day. An employee must notify his/her Superintendent that he/she is scheduled to work three (3) consecutive Christmas Days or Thanksgiving Days, a minimum of forty-five (45) calendar days prior to such third consecutive Christmas Day or Thanksgiving Day to be eligible for the above-stated benefit.
- (2) To avoid payment of the above-stated benefit, the City shall have the right to reschedule one of the employee's regularly scheduled days off for the third consecutive Thanksgiving or Christmas. Considering the request of the employee, the regular days off to be rescheduled shall be one of the employee's two (2) consecutive days off immediately preceding or immediately following the applicable holiday. Once the forty-five (45) day notice is given, the City shall have the right to reschedule the employee. If the employee does not give the forty-five (45) day notice he/she is not eligible for the extra compensation but may give the required notice if scheduled to work a fourth consecutive Thanksgiving or Christmas. The employee who gives the forty-five (45) day notice and is rescheduled must begin the consecutive Thanksgiving or Christmas count over again.

i. Floating Holidays

(1) Accrual

- (a) In addition to the recognized holidays specified above, employees shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:
 - (i) Each full-time career employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.
 - (ii) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.
- (b) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.
- (b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.
- (c) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

j. Christmas Eve and New Year's Eve Holidays

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

9.2 VACATION

a. Vacation Leave Accrual

- (1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.
- (2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.
- (3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.
- (4) Continuous career service and contiguous non-career service prior to the date of appointment to a career classification shall be used to determine the vacation accrual date used in determining the above accrual rates.

b. Integration of Vacation With Workers' Compensation

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

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

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

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

9.3 SICK LEAVE

a. Accrual

- (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.
- (2) An employee who while on vacation is bedridden for three (3) or more days, or hospitalized for one or more days, due to illness or injury may have such days charged to accrued sick leave provided the employee submits appropriate written verification from the treating doctor or the hospital in which he/she was confined.
- (3) An employee in active service of the City eligible to accumulate sick leave credits shall in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.
- (4) Notwithstanding the above, an employee, otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than January 1 of each year.

b. Sick Leave Cash-Out

Upon termination of any employee eligible to accumulate sick leave credits, with more than twenty (20) years of City service, for reasons of retirement, resignation, layoff, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation,

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

c. Reinstatement of Sick Leave After Return From Layoff

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

d. Utilization of Sick Leave

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

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

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

9.4 COURT LEAVE

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

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

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

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

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

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

9.5 PARENTAL LEAVE

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

- (1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.
- (2) To be eligible for the paid leave an employee hired on or before June 23, 1995 must have completed at least 2,080 hours of service from the most recent date of hire, or an employee hired on or after June 24, 1995 must have completed at least 6,240 hours of service from the most recent date of hire, preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.
- (3) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of City-paid leave shall not change based on a change in employment status, such as from part-time to full-time career.
- (4) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the former Department and in the classification last held.

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

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

9.6 CATASTROPHIC LEAVE PLAN

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

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

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

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

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

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

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

- (1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;
- (2) have exhausted all usable balances, including sick leave;
- (3) be on an approved leave of absence.

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

- (1) All leave balances, including both donated and accrued leave, are exhausted; or
- (2) The employee returns to work at his/her normal work schedule; or
- (3) The employee's employment terminates.

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

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

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

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

9.7 PERSONAL LEAVE

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

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

9.8 BEREAVEMENT LEAVE

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

ARTICLE 10
SPECIAL ALLOWANCES

10.1 STANDBY ASSIGNMENTS

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

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

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

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

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

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

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

10.2 CALL-BACK/CALL-IN PAY

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

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

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

10.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

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

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

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

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

10.4 SHIFT DIFFERENTIAL

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

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

10.5 TUITION REIMBURSEMENT

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

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

10.6 CONTINUING EDUCATION

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

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

10.7 REQUIRED LICENSES AND CERTIFICATIONS

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

10.8 CERTIFICATE INCENTIVES

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

- (1) An eligible employee is an employee who possesses a current California State Certified Water Treatment and/or Waste Water Operators certificate above the minimum requirements set by state regulation for performing duties and responsibilities as a Plant Operator.
- (2) An eligible employee shall be paid the incentive pay for the highest level water treatment or waste water certificate maintained. Incentive pay shall not be cumulative.
- (3) The incentive pay shall be paid as follows:

Category "2"	\$150.00 per month
Category "3"	\$300.00 per month
Category "4"	\$450.00 per month
Category "5"	\$600.00 per month
- (4) An employee who is required to maintain, or who obtains for City benefit, a crane operator license shall receive a biweekly certification pay of fifteen dollars (\$15).

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

- (1) HVAC Electrical Plumbing; steam boiler systems operation and maintenance; heating system specialist; hydronic systems; programmable direct digital control systems; asbestos abatement; and/or Forklift Operator.
 - (a) "HVAC" certificate shall mean an employee who possesses and maintains a "Universal" certificate.
 - (b) Programmable Direct Digital Control (PDDC) certificate shall mean certification by Yamas Computer Systems and/or Johnson Computer Systems.
- (2) Eligible employees shall be paid incentive pay at the flat dollar rate of \$25.00 per certificate per month for a maximum of \$100.00 per month.

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

- (1) Effective January 1, 2006, eligible employees shall be paid incentive pay at the flat dollar rate of \$180.00 per month.
- (2) Effective June 24, 2006, employees shall be paid incentive pay at the flat dollar rate of \$200.00 per month.
- (3) Effective June 23, 2007, employees shall be paid incentive pay at the flat dollar rate of \$350.00 per month.
- (4) Effective June 21, 2008, employees shall be paid incentive pay at the flat dollar rate of \$425.00 per month.

ARTICLE 11 HOURS OF WORK

11.1 WORK SCHEDULE

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

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

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

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

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

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

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

11.2 OVERTIME AND COMPENSATING TIME OFF

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

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

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

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

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

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

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

ARTICLE 12 LAYOFF

12.1 PURPOSE

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

12.2 DEFINITIONS

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

b. Seniority

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

- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
 - (a) Resignation, provided that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reinstated may count the seniority which he/she accumulated prior to resignation.
 - (b) Discharge.
 - (c) Retirement.
 - (d) Layoff in excess of five (5) consecutive years out of the City service.
 - (e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top rate of pay (Step 10/E) is less than the top rate of pay (Step 10/E) of the employee's present classification due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder.

d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Plant Operator Unit are as follows:

- (1) Senior Plant Operator
Plant Operator
Junior Plant Operator
- (2) Senior Stationary Engineer
Stationary Engineer

e. Permanent Status For the purposes of this layoff procedure permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification.

f. Career and Non-Career Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

g. Leave of Absence Employees on an approved unpaid leave of absence shall accrue seniority.

h. Department The application of the term "department" for the sole purpose of layoff and/or downgrade of career employees shall mean:

- (1) The Department of General Services shall be considered a single department.
- (2) The Department of Utilities shall be considered a single department.
- (3) The Departments of Parks and Recreation and Convention, Culture & Leisure Department shall be considered a single department.

No future reorganization shall be construed to change this provision except by mutual agreement of the parties.

12.3 PROCEDURE

a. Non-Career Employees When layoff is to occur within a job classification within a Department, all non-career employees in the regression ladder in which that job classification is found shall be laid off first. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

b. Career Employees

- (1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.
- (2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.
- (3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace any employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has

greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

- (4) An employee may accept layoff in lieu of the opportunity to downgrade by notifying the Office of Labor Relations within two (2) normal workdays of receiving notice of layoff. Where employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.
- (5) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.
- (6) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

12.4 NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

12.5 SALARY IN EVENT OF DOWNGRADE

- a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.
- b. If appointed in the lower classification at other than Step 10/E, future salary step adjustment shall be made in accordance with Section 7.2, "Advancement in Rate of Compensation", with time served in the classification from which the downgrade occurred counting toward salary step advancement.
- c. Upon subsequent recall through a regression ladder the employee shall not receive in the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher in the permanent classification. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the salary range and respective salary step for the affected classification as set forth in Exhibit A to this Agreement.

12.6 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans for a period up to six (6) months by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the Personnel Services Division, Department of Human Resources, on the request of laid-off employees.

12.7 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of their downgrade or layoff. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with the employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification to which provisional or probationary status was held at the time of layoff or downgrade. Provisional or probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or

downgraded shall be required to meet the physical and other qualifications of the classification to which he/she is being recalled, that existed at the time of layoff/displacement.

12.8 LAYOFF REOPENER

The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the Unit represented by the Union. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE 13 DISCIPLINE

13.1 DISCIPLINE

a. For non-career employees in career classifications and those not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Appeals of discipline filed prior to January 13, 2001, shall continue to be processed under Civil Service Board Rule 12. Formal discipline shall include suspension, demotion, withholding of an in-grade salary increase, in-grade salary reduction, and termination.

b. Appeals filed pursuant to this Article shall be filed at Step 2 of the grievance procedure. However, disciplinary action shall be grievable for non-career Stationary Engineer and Senior Stationary Engineer employees who have worked in excess of 1,040 hours since their last date of hire. Disciplinary action shall be grievable for non-career Junior Plant Operator, Plant Operator, and Senior Plant Operator employees who have worked in excess of 2,080 hours since their last date of hire. Hours worked as a Career Development Trainee shall not count toward the 1,040 or 2,080 hours needed to qualify to appeal discipline.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working 1,040 hours or 2,080 hours, whichever is applicable, without right of appeal. Such release shall be confirmed in writing.

13.2 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after October 27, 1990, shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of Labor Relations. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. Such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two-year period.

13.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

13.4 DISCIPLINE APPEAL HEARING PROCEDURE

a. This arbitration process shall be the exclusive procedure applicable to all employees in the classified service who have completed the probationary period and non-career employees who have passed the trial period.

b. The term "parties" as used in this agreement are the City and the Union. If an individual employee covered by this agreement files an appeal of discipline to the Civil Service Board, and the Union does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of the Union in the appeal process pursuant to this agreement, including but not limited to the cost of the arbitrator.

c. The fees of the arbitrator and the court reporter, if used, will be borne equally by the City and the Union.

d. The parties may participate in mediation in an attempt to settle the case before a hearing is scheduled with the arbitrator. Mediation shall be required if requested by either party and the parties will request a mediator from the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

e. After an appeal from discipline has been filed with the Board, the parties shall mutually select a qualified arbitrator. If the parties fail to select an arbitrator within ten (10) days after the appeal is filed with the Board, the parties shall prepare a joint request to the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

f. The hearing shall be scheduled as expeditiously as possible upon the request of either party. If the accepted arbitrator cannot hear the case within a mutually accepted time, but no later than ninety (90) days of selection, the parties may jointly request another list from the State Mediation and Conciliation Service.

g. The hearing shall be held at a mutually agreeable location which shall be determined by the parties. The City shall make available appropriate facilities for such hearings.

h. The hearing shall be recorded or, at the option of and with the agreement of the parties, reported by a court reporter. If one party requests a copy of the transcript, the requesting party shall pay the full cost. If the parties jointly request the transcript, the cost shall be shared equally.

i. The hearing shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board.

j. The City agrees that employees shall not suffer loss of compensation for time spent as a witness at a discipline arbitration hearing held pursuant to this procedure. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

k. The arbitrator shall prepare a written proposed decision on the matter which shall be sent to the parties.

l. The parties shall have ten (10) days from the mailing of the proposed decision to file exceptions thereto with the arbitrator. Such exceptions shall be based solely on material errors in the determination of facts or conclusions of law, and shall be submitted simultaneously to the arbitrator and the opposing party. The arbitrator shall review the exceptions within ten (10) days of receipt and affirm or amend the proposed decision and file the jointly recommended proposed decision with the parties and the Civil Service Board for action.

m. If no exceptions are filed by the parties, the arbitrator's proposed decision becomes the "jointly recommended proposed decision".

n. The parties agree that any dispute of the jointly recommended proposed decision to the Civil Service Board shall be limited to the grounds specified in Section 1286.2 of the California Code of Civil Procedure.

ARTICLE 14 SAFETY SHOES AND SAFETY GLASSES

14.1 SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment pursuant to required safety rules and regulations, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of \$175.00 per pair, or up to a maximum of \$225.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pair of safety shoes at the same time.

b. All employees falling outside the coverage of subsection (a) above shall also be required to wear safety shoes as a condition of employment. The City will reimburse these employees for the cost of an acceptable safety shoe up to a maximum of \$175.00 per pair, or up to a maximum of \$225.00 per pair if special order is required, but normally not more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time.

c. Effective June 21, 2008, the maximum for safety shoes shall be increased to \$200.00 and \$250.00, respectively.

d. To be eligible for the reimbursement as stated in subsections (a) and (b) above, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

- e. The City maintains the right to specify the type of required safety shoes.

14.2 SAFETY GLASSES

a. It shall be mandatory for employees to wear safety glasses where such glasses are required to be worn by the City. Employees who wear prescription glasses shall wear protective eye wear provided by the City or prescription safety glasses. The City shall provide non-prescription safety glasses for employees.

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum of \$125.00 per pair of glasses.

c. To be eligible for the above reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. The City maintains the right to specify the standards for non-prescription safety glasses. Further, prescription safety glasses shall conform in all respects to the U.S.A. Safety Standards for Head, Eye and Respiratory Protection, and the prescription shall not be more than twenty-four (24) months old.

d. The cost of any eye examination and special or cosmetic frames shall be paid by the employee.

14.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

a. The City agrees to repair or replace prescription safety glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the City of such loss.

b. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under the Article. All costs to update the prescription shall be borne by the employee.

ARTICLE 15 UNIFORMS

15.1 UNIFORMS

a. The City agrees to provide uniforms for employees who are required to wear uniforms.

b. All employees covered by this Agreement and occupying classifications in the Plant Operator Unit as otherwise defined herein and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

c. During the summer months of June, July and August, employees in the classifications of Junior Plant Operator, Plant Operator, and Senior Plant Operator, who are required to wear a uniform shall be provided with clean orange, blue, or tan T-shirts on a 5-5-1 basis. The T-shirts are in lieu of the currently provided shirts.

d. The value of the uniforms provided by the City shall be reported as compensation at the rate of five dollars (\$5.00) biweekly to the Public Employees Retirement System (PERS).

e. All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

15.2 FOUL WEATHER JACKET

a. Employees whose duties and responsibilities include working outside during inclement weather shall be provided an inclement weather jacket.

b. Employees shall be responsible for the laundry, maintenance, and repair of such jacket. Replacement of unserviceable jackets shall be the responsibility of the City.

ARTICLE 16 MISCELLANEOUS

16.1 SAFETY

Employees shall not perform work alone in any plant on swing or graveyard shift where another employee is not within easy access to assist or obtain assistance should such employees working alone sustain an injury or become seriously ill.

16.2 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Effective December 1, 2005, eligible full-time career employees as described above, who regularly utilize other bus or mass transportation services regulated by the Public Utilities Commission (i.e. buses, vanpools, rail) for home-to-work commuting are eligible for up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty dollars (\$120).

c. Downtown Parking Subsidy

- (1) The City shall provide a sixty dollar (\$60) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a forty dollar (\$40) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.
- (2) Effective July 2007, the City shall provide a seventy dollar (\$70) per month parking subsidy; eligible part-time career employees will receive a fifty dollar (\$50) per month parking subsidy.
- (3) Effective July 2009, the City shall provide a ninety dollar (\$90) per month parking subsidy; eligible part-time career employees will receive a sixty dollar (\$60) per month parking subsidy.

16.3 SELECTION OF VACANCIES

a. When a permanent vacancy occurs in a particular job assignment, employees holding permanent status in the classification in which the vacancy arises may request to be reassigned to such vacancy. Such employees who possess those skills and abilities required for the position shall be given preference over those individuals appointed from an eligible list. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule. If both of these considerations are found to be equal by the appointing authority, classification seniority will be the determining factor. For employees in the classifications of Senior Stationary Engineer and Stationary Engineer, vacancy selection preference pertains to permanent vacancies within an employee's own department. When a vacancy occurs in other departments, an employee may submit transfer requests as provided by the Civil Service Board Rules and Regulations.

b. When a permanent vacancy occurs due to retirement, death, demotion, resignation, promotion, or termination, a notice of such vacancy shall be posted seven (7) calendar days prior to the regular filling of said vacancy. The notice shall include the shift and work location of the vacancy. The notice of vacancy for Plant Operators shall be posted at the Sacramento Water Treatment Plant, the Fairbairn Water Treatment Plant, Sump 2, at the Well Crew Dispersal Site, and 35th Avenue. The notice of vacancy for Stationary Engineers and Senior Stationary Engineers shall be posted in those departments where employees in the affected classification are employed.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. This Section shall not apply to non-career employees.

16.4 STRIKES AND LOCKOUTS

For the duration of this Agreement the Union and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work activity, and the City agrees that it shall not cause or engage in any lockout.

Further the City shall have the right to deny all usage of sick leave by an employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

16.5 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

16.6 EMPLOYEE PERFORMANCE APPRAISALS

a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.

b. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

- (1) Write a rebuttal statement for attachment to the performance evaluation form; and
- (2) Informally appeal to the supervisor of the reviewer, but in no case higher than the department head.

c. Appeals of employee performance evaluations are not subject to the grievance procedure.

16.7 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period for Stationary Engineer and Senior Stationary Engineer shall be one thousand forty (1,040) hours worked. The trial period for Junior Plant Operator, Plant Operator, and Senior Plant Operator shall be a three hundred sixty-five (365) calendar day period beginning with the first day the employee reports to work or until the employee has worked two thousand eighty (2,080) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time prior to working the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

16.8 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

16.9 COMMERCIAL DRIVER LICENSE

Effective July 1, 1995, or upon individual renewal, whichever occurs first, each employee whose job assignment requires him/her to operate, drive, or maintain a commercial motor vehicle shall possess a valid commercial California driver license and endorsements as follows:

<u>Classification</u>	<u>Required License</u>	<u>Endorsements</u>
Junior Plant Operator	A:MSA; B:MSA (1) and (2)	Tank Vehicle & Hazardous Materials
Plant Operator	A:MSA; B:MSA (1) and (2)	Tank Vehicle & Hazardous Materials
Senior Plant Operator	A:D; B:D (1) and (2)	Tank Vehicle & Hazardous Materials

- (1) License must not have an air brake restriction
- (2) Management will determine on a case-by-case basis if the license must have a manual transmission endorsement.

If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements is mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments. Such mandated assignments shall be by inverse order of classification seniority beginning with the employee with the least amount of classification seniority.

16.10 PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees are covered by the following Public Employees Retirement System, (PERS) plan:

- Modified 2% at age 55
- One-year highest compensation
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Sick leave conversion credit

b. The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution for Sacramento City Employees Retirement System members, one hundred dollars (\$100.00) monthly as an add-on to the City's health and welfare contribution (City dollars).

16.11 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this citywide Program.

16.12 MODIFIED/ALTERNATIVE DUTY POLICY

The parties agree to a Modified/Alternative Duty Policy applicable to employees who have been injured on-the-job. The letter of understanding between the parties sets forth the details of the Modified/Alternative Duty Policy.

16.13 PROBATIONARY PERIOD

- a. All Stationary Engineers shall serve an initial probationary period of six (6) months.
- b. All Junior Plant Operator, Plant Operator, and Senior Plant Operator employees hired on or after December 30, 2000 shall serve an initial probationary period of one year.
- c. An employee serving a probationary period shall receive a minimum of three (3) written performance appraisals, based on evaluations conducted at four (4), eight (8), and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.
- d. The necessity for a written performance appraisal shall be eliminated if, at any point during the one year probationary period, the appointing authority releases the employee during probation.
- e. A probationary employee may be released from his or her position at the discretion of the appointing authority at any time during the probationary period without right of appeal. Such release shall be confirmed in writing.

16.14 TERM

- a. This Agreement shall remain in full force and effect from November 26, 2005, to and including June 18, 2010.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: November 14, 2005

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS
LOCAL 39, AFL-CIO

CITY OF SACRAMENTO

BY: _____
JERRY KALMAR
BUSINESS MANAGER-SECRETARY

BY: _____
DEE CONTRERAS
DIRECTOR OF LABOR RELATIONS

JOAN BRYANT
DIRECTOR OF PUBLIC EMPLOYEES

VERONICA BUSBY
CHIEF NEGOTIATOR

MARCIA MOONEY
BUSINESS REPRESENTATIVE

LISA HUTCHIN
LABOR RELATIONS OFFICER

DANA LAFFERIERE
NEGOTIATING COMMITTEE MEMBER

MIKE YEE
NEGOTIATING COMMITTEE MEMBER

JANICE SCOTT
NEGOTIATING COMMITTEE MEMBER

DAVE HANSEN
NEGOTIATING COMMITTEE MEMBER

THURMAN JONES
NEGOTIATING COMMITTEE MEMBER

TINA McCARTY
NEGOTIATING COMMITTEE MEMBER

JAY BROADLEY
NEGOTIATING COMMITTEE MEMBER

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EXHIBIT A

CITY OF SACRAMENTO

SCHEDULED MONTHLY BI-WEEKLY HOURLY RATES

CODE TITLE	STEP 3	STEP 4	STEP 5	STEP A/6	STEP B/7	STEP C/8	STEP D/9	STEP E/10
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04001/54001 REP04
JUNIOR PLANT
OPERATOR

3010.94	3161.48	3319.56	3485.54	3659.81	3842.80	4034.94	4236.69
1389.66	1459.14	1532.10	1608.71	1689.14	1773.60	1862.28	1955.39
17.3708	18.2393	19.1513	20.1089	21.1143	22.1700	23.2785	24.4424

Effective 6/24/2006

04002/54002 REP04
PLANT OPERATOR

3500.54	3675.57	3859.35	4052.33	4254.93	4467.68	4691.08	4925.63
1615.63	1696.42	1781.24	1870.30	1963.82	2062.01	2165.11	2273.37
20.1954	21.2052	22.2655	23.3788	24.5477	25.7751	27.0639	28.4171

Effective 6/24/2006

04003/54003 REP04
SENIOR PLANT
OPERATOR

4082.24	4286.36	4500.69	4725.73	4962.01	5210.12	5470.63	5744.16
1884.11	1978.32	2077.24	2181.10	2290.16	2404.67	2524.90	2651.15
23.5514	24.7290	25.9655	27.2638	28.6270	30.0584	31.5613	33.1394

Effective 6/24/2006

04004/54004 REP04
SENIOR STATIONARY
ENGINEER

4099.19	4304.16	4519.37	4745.35	4982.62	5231.75	5493.35	5768.01
1891.94	1986.54	2085.86	2190.16	2299.67	2414.66	2535.39	2662.16
23.6492	24.8317	26.0733	27.3770	28.7459	30.1832	31.6924	33.2770

Effective 6/24/2006

04005/54005 REP04
STATIONARY
ENGINEER

3726.15	3912.45	4108.07	4313.47	4529.15	4755.61	4993.39	5243.06
1719.76	1805.74	1896.03	1990.83	2090.38	2194.90	2304.64	2419.87
21.4970	22.5718	23.7004	24.8854	26.1297	27.4362	28.8080	30.2484

Effective 6/24/2006

