

**Meeting Date: 10/8/2013**

**Report Type:** Review

**Report ID:** 2013-00757

**Title: (Agreement/Contract for Information and Review) Labor Agreement: Auto, Marine, and Specialty Painters (Local 1176) Memorandum of Understanding**

**Location:** Citywide

**Issue:** Resolution No. 2013-0367 (Council Rules of Procedure) requires additional posting time for labor agreements and agreements greater than \$1,000,000.

**Recommendation:** 1) Review the Memorandum of Understanding between the Auto, Marine, and Specialty Painters (Local 1176) and the City of Sacramento; and 2) continue to October 15, 2013 for approval.

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

**Presenter:** None

**Department:** Human Resources

**Division:** Labor Relations

**Dept ID:** 08001511

**Attachments:**

1-Description/Analysis

2-Resolution

3-Exhibit 1 Final 1176 MOU

4-Attachment 1 Redline 1176 MOU

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**City Attorney Review**

Approved as to Form

Brett Witter

10/2/2013 9:44:24 AM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt

Russell Fehr

9/18/2013 10:19:23 AM

**Approvals/Acknowledgements**

Department Director or Designee: Geri Hamby - 9/26/2013 4:52:54 PM

## Description/Analysis

**Issue Detail:** The 2010-2013 labor agreement between the City of Sacramento and the Auto, Marine and Specialty Painters unit (Local 1176) expired on June 28, 2013. The City and Local 1176 negotiated an eighteen month successor agreement, which includes the following major new contract terms:

- Eighteen month contract, through December 26, 2014;
- Incorporate agency shop for all Local 1176 members after labor agreement is approved by Council;
- Two lump-sum payments to all bargaining unit members totaling \$1,000 to be paid in payments of \$500 in December 2013 and July 2014;
- Establish an Account-Based Health Plan (ABHP) insurance option available to employees during 2013 open enrollment and credit those employees enrolled in the ABHP by December 31, 2013 with a one-time City contribution of \$2,000 into a Health Savings Account (HSA);
- City to increase City health and welfare contribution for the 2014 plan year as follows:
  - Employee Only: City contribution shall be at a fixed amount equal to 100% of the lowest cost health plan plus lowest cost dental.
  - Employee Plus One Dependent: City contribution shall be fixed at an amount equal to \$850 per month plus 50% of any increase in the 2014 lowest cost non-ABHP health plan plus 50% of any increase in the lowest cost dental plan.
  - Employee Plus Two or More Dependents: City contribution shall be fixed at an amount equal to \$1,200 per month plus 50% of any increase in the 2014 lowest cost non-ABHP health plan plus 50% of any increase in the lowest cost dental plan;
- Close cash-back option to employees who waive medical coverage after the 2013 open enrollment period, and to any employees hired after the labor agreement is approved by Council;
- Eliminate retiree or survivor benefits for employees hired after June 30, 2013;
- Incorporate State Disability Insurance (SDI) after the labor agreement is approved by Council;
- Employees shall contribute to the California Public Employees' Retirement System (PERS) as follows:
  - "Classic Employees," as defined by PERS, will pay the seven percent employee share of the Public Employees' Retirement System cost effective July 1, 2013;
  - "New Employees," as defined by the Public Employees' Pension Retirement Act, will pay 50% of the total normal cost. The normal cost is the annual cost of providing retirement benefits for services performed by current employees.

Additional information on California's pension reform is available from PERS

<http://www.calpers.ca.gov/index.jsp?bc=/member/retirement/pension-reform-impacts.xml>.

The City and Local 1176 have also undertaken the standard cleanup of outdated language and incorporated previously negotiated letters of understanding, as appropriate.

**Policy Considerations:** Approval of this action by the City Council is consistent with the City's legal obligations under the Meyers-Milias-Brown Act, adheres to the City's positive labor-management relations concept, and provides labor stability.

**Economic Impacts:** None

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

**Sustainability:** Not applicable

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** Approval of this action will establish a new agreement between the City and Local 1176, through December 26, 2014. It will also generate long-term savings for the City as a result of Local 1176 members agreeing to pay the full employee share of retirement and by eliminating cash-back and retiree/survivor benefits for new employees.

**Financial Considerations:** The FY2013/14 estimated cost of this contract is approximately \$95,000 with a total approximate two-year contract cost of \$155,000.

During the FY2013/14 budget hearings, the City Manager agreed to restore positions proposed for elimination in order to close the budget gap if labor unions agreed to have employees pay the employee share of PERS. As a result of the agreement with Local 1176, the City Manager is recommending the restoration of a 1.0 full-time equivalent position (Traffic Worker I). This position will restore services and be partially offset by savings from the employees paying the full employee share of PERS.

**Emerging Small Business Development (ESBD):** Not applicable

## **RESOLUTION NO.**

Adopted by the Sacramento City Council

### **APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AUTO, MARINE, AND SPECIALY PAINTERS (LOCAL 1176) AND THE CITY OF SACRAMENTO**

#### **BACKGROUND**

- A. The 2010-2013 labor agreement between the City of Sacramento and Auto, Marine and Specialty Painters (Local 1176) expired on June 28, 2013.
- B. The City entered into successor negotiations with Local 1176, which represents employees in the Traffic Engineering Unit (Representation Unit 08).
- C. The negotiations resulted in a Memorandum of Understanding (MOU).
- D. The City has been informed by Jose Santana, Business Representative of Local 1176, that ratification meetings were held and that 1176 members successfully ratified the terms of the MOU.
- E. The adoption of the MOU will allow the City to provide services that were reduced or eliminated in the FY 2013/14 Operating Budget (Approved Budget) (Resolution 2013-0198).
- F. The estimated two-year contract cost is \$155,000, a portion of which will be offset by employees paying the full employee share of the public employees' retirement system cost.

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

Section 1. The MOU with Local 1176 as included in Exhibit 1 is approved.

Section 2. The Fiscal Year 2013/14 Operating Budget is amended to restore a 1.0 full-time equivalent position (FTE):

- 1.0 FTE Traffic Worker I in the Department of Public Works

AGREEMENT  
BETWEEN  
AUTO MARINE AND SPECIALTY PAINTERS, LOCAL 1176  
AND  
CITY OF SACRAMENTO  
2013-2014

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## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the AUTO, MARINE AND SPECIALTY PAINTERS UNION NO. 1176, 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 confirms its prior certification of the Union as the recognized employee organization for the employees in the Traffic Engineering Unit, as defined in the City's Employer-Employee Relations Policy. The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as provided under the City's Employer-Employee Relations Policy and authorized by law.

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

## **ARTICLE 2 – ENTIRE AGREEMENT**

### **2.1 ENTIRE AGREEMENT**

a. This Agreement, upon ratification by the City Council, supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes negotiations for its term.

b. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

### **ARTICLE 3 – CITY RIGHTS**

#### **3.1 CITY RIGHTS**

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable City Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, 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 actions that may be appropriate to carry out its mission in situations of emergency.

### **ARTICLE 4 – UNION RIGHTS AND PAYROLL DEDUCTIONS**

#### **4.1 PAYROLL DEDUCTIONS**

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Union for (a) the normal and regular monthly Union membership dues, and (b) monthly insurance premiums for plans sponsored by the Union and open to all its members.

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.
- (2) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union.
- (3) Any changes, additions and/or deletions of any payroll deductions or any deductions for employees shall be made only upon submission to the Benefits Section, Department of Human Resources, on or before the fifteenth (15th) day of the month

preceding the month for which such changes, additions and/or deletions are to be executed on the form designated by the City and duly completed by the Treasurer of the Union or his/her designated agent.

- (4) 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 or insurance sponsored by the Union.
- (5) 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) If the employee transfers out of the Traffic Engineering Unit, the employee must notify the Department of Finance, Payroll Section, to stop payroll deductions for union dues or agency shop fees. The City and Union will not reimburse employees for dues paid after transferring out the Unit.
- (4) 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).

**ARTICLE 5 – GRIEVANCE PROCEDURE**

5.1 GRIEVANCE PROCEDURE

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

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.

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

a. An employee who believes he/she has cause for grievance may contact his/her supervisor alone or with his/her Steward. If after discussions with the

supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

- (1) A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- (2) The remedy or correction requested of the City.
- (3) The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Division Head.

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

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

## 5.5 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 workdays of the second step appeal. The Union representative and the 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 the grievance appealed to the third step. 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.

## 5.7 ARBITRATION

a. If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing

to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

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

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

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

e. All fees and costs will be borne by the party losing the arbitration.

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

g. If the City 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.

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

## 5.8 TIME LIMITS

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

## 5.9 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 2013-2014 SALARY ADJUSTMENTS

a. Employees who are on the payroll November 29, 2013, shall be paid \$500; payment to be made on the paycheck that includes December 1, 2013.



b. Employees who are on the payroll June 27, 2014, shall be paid \$500; payment to be made on the paycheck that includes July 1, 2014.

## 6.2 PAID TIME OFF (PTA)

Effective January 1, 2011, employees will receive eighty (80) hours of Paid Time Off. Paid Time Off will have no cash value, will not create overtime and will have no expiration date.

# ARTICLE 7 – SALARY ADMINISTRATION

## 7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

## 7.2 ADVANCEMENT IN RATE OF COMPENSATION

### a. Advancement in Steps

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

### b. Denial of Step Increase and Reduction in Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the

appointing authority. Employees in the civil service who are denied advancement, or who are reduced in grade, shall have the right to appeal to the Civil Service Board in accordance with its rules and regulations. (This subsection shall not apply to non-career employees.)

c. Effective Date of Step Increases/Payroll Changes

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 1, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

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

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

#### c. Movement to a Lower Classification

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

### 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

### 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

#### 7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

#### 7.7 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

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

#### 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 prorata 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. 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 twenty (20) or more hours of salary. Employees who are paid less than twenty (20) hours salary per payday may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

### **8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES**

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the budgeted position which the employee fills at the rate of fifty percent (50%) for employees who are .5 FTE up to .79 FTE and at the rate of one hundred percent (100%) for employees who are .8 FTE and higher.

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

### 8.3 AMOUNT OF CONTRIBUTION

#### a. Account-Based Health Plan (ABHP)

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

(2) Career employees who opt into an ABHP no later than December 31, 2013, shall have their Health Savings Account (HSA) credited with a one-time City contribution of \$2,000 on or before January 31, 2014. This one-time contribution may limit an employee's ability to make the excess premium contributions referenced above, as the contributions may then exceed the maximum amount allowed by law.

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

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

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

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

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

#### 8.4 COVERED DEPENDENTS

a. An employee who has established a domestic partnership consistent with Sacramento City Code Section 2.120.020 or is registered with the Secretary of State of the State of California may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall be as outlined in certificates of coverage and related insurance contracts. As of the date of this Agreement, that definition includes an adult child up to age 26, grandchild living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

#### 8.5 CASH-BACK LIMITS

a. The cash-back of City dollars shall be limited to \$200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a). The cash-back plan shall be closed to any new enrollments after the 2013 open enrollment period.

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

c. Cash-back shall be available to employees who waive health insurance enrollment during the 2013 open enrollment period. No employee shall receive cash back that is not receiving cash back at the end of the 2013 open enrollment period.

d. Employees transferring to classifications in the Traffic Engineering Unit who are enrolled in cash-back at the time of transfer may maintain the cash back option as long as they continuously waive City-sponsored health insurance and comply with other program requirements.

#### 8.6 LIFE INSURANCE

The City agrees to provide \$10,000 life insurance for career employees in the Traffic Engineering Unit, for the term of this Agreement. 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 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; and
- c. Dependent care reimbursement.

The employees participating in Sections 8.7(b) and (c) shall pay administrative costs.

## 8.8 RETIREES OR SURVIVOR DEPENDENTS

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

- a. Retiree Insurance Contribution

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

- b. Employees Retiring on or After July 1, 1992

- (1) Except as provided below, to be eligible for the City-paid retiree insurance contribution for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.
- (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution effective with the date of retirement without regard to age.
- (3) The City's retiree insurance contribution shall be as follows:
  - (a) Employees with a minimum ten (10) full years of City service, but less than fifteen (15) full years of City service, shall be eligible to receive fifty percent (50%) of the City's retiree insurance contribution identified in subsection (a) above.
  - (b) Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service, shall be eligible to receive seventy-five percent (75%) of the City's retiree insurance contribution identified in subsection (a) above.
  - (c) Employees with a minimum of twenty (20) full years of City service shall be eligible to receive one hundred percent

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

- (4) There shall be no eligibility for the City's retiree insurance contribution if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid retiree insurance contribution for retirees with less than ten (10) full years of City service.

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

Employees who have elected a deferred retirement prior to January 1, 1991, and who then elect to retire on or after July 1, 1992, shall be eligible for the City's retiree insurance contribution 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 retiree 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 retiree insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disability 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 retiree insurance contribution regardless of years of service.

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

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

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

No employee hired on or after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Traffic Engineering Unit after June 30, 2013, shall be ineligible for any benefits provided by this section, unless the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer.

## ARTICLE 9 – LEAVES

### 9.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

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

### 9.2 HOLIDAYS

a. The following shall be the recognized holidays for all employees covered 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's Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

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

c. Eligibility

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

<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.

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

d. Monday-Friday Schedule

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

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

e. Weekend Schedule

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

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

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

f. Alternative Schedules

For employees who work a 9/80 or 4/10 schedule, 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, up to a maximum of eight (8) hours.

g. Holiday Credit Accumulation

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

h. 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.

i. Closure of Operations on Half Holidays

At its discretion, the City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one floating holiday.

9.3 VACATION

a. Vacation Leave Accrual

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

d. Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of one (1) hour or more.

e. Notice of Loss of Vacation

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

9.4 SICK LEAVE

a. Accrual and Usage

- (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, 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) An employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 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 sick leave cash-out, regardless of years of service.

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 Rule 16, Attachment A to the Civil Service Board Rules.

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.

## 9.5 PARENTAL LEAVE

a. The 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 CTO hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

b. All donations shall be made and accepted in writing using City-provided forms or electronically through the City's payroll system.

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

b. Use of personal leave shall not cause overtime.

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

## 9.7 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 Family Medical Leave Act (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.

## 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.

## 9.10 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When

an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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

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

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

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

#### 9.11 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to one hundred percent (100%) of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

b. Eligible career employees may integrate the following accrued City leave balance with SDI:

- (1) Sick Leave
- (2) Personal Leave
- (3) Compensating Time Off (CTO)
- (4) Holiday Leave

(5) Vacation Leave

c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

## **ARTICLE 10 – SPECIAL ALLOWANCES**

### **10.1 STANDBY ASSIGNMENT/ON-CALL PAY**

a. An employee who is required to remain on call for emergency work shall be paid \$210 per week, or the daily pro rata rate, in addition to his/her regular compensation.

b. Employees who are on standby assignment on New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, 4th of July, or Labor Day shall receive eight (8) hours holiday credit to be taken at the employee's request, subject to the Department Head or his/her designee's approval.

c. 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.

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

### **10.2 TEMPORARY WORK IN A HIGHER CLASSIFICATION**

Employees temporarily assigned to a higher classification for one (1) or more complete shifts shall receive five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment for all time worked in the higher classification commencing with the first day of such work.

### **10.3 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.

#### 10.4 TUITION REIMBURSEMENT

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

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

### **ARTICLE 11 – HOURS OF WORK**

#### 11.1 HOURS OF WORK

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

#### 11.2 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 12 – OVERTIME AND CALL-OUT**

#### 12.1 OVERTIME/COMPENSATING TIME OFF (CTO)

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

b. Overtime compensation will be paid only when an employee works in excess of eight (8) hours in a regular workday and/or in excess of forty (40) hours in a regular workweek.

c. Employees shall be entitled to overtime compensation or CTO 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.

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

e. 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.

## 12.2 CALL-OUT PAY

When employees in the Traffic Engineering Unit, who are on on-call status, are called out, they shall be entitled to a minimum of two (2) hours compensation for such call-out.

## 12.3 PREMIUM PAY CALCULATION

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

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

# ARTICLE 13 – SAFETY

## 13.1 SAFETY

The City is committed to and mandated by law to provide its employees with a safe working environment and understands its obligations to do so. The Union agrees that the City shall determine safety, health and property protection measures as required to meet its obligations under the law. The City will conduct safety training, meetings and inspections as mandated by law and operational needs. The City and employees acknowledge the responsibility of each to communicate safety concerns, safety hazards, prevention techniques and safety recommendations and ideas.

## 13.2 SAFETY SHOES AND SAFETY CLIMBING BOOTS

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 acceptable safety shoes, inserts, and/or repairs to safety shoes up to a maximum of \$200.00 per pair, or up to a maximum of \$250.00 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior



authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

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

### 13.3 SAFETY GLASSES

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

b. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of \$150.00 per pair.

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

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

### 13.4 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

## **ARTICLE 14 – LAYOFF**

### 14.1 PURPOSE

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

## 14.2 DEFINITIONS

### a. Layoff

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

### b. Seniority

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Rules, classification seniority shall be mutually established by the City and the Union. For those classifications which have flexible staffing as defined in the Civil Service Rules and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.
- (2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position.
- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
  - (a) Resignation, except that any employee who is reemployed 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 two (2) 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 is the same or less than the top rate of pay 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 14.3(c) of this Article.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladder for the Traffic Engineering Unit is as set forth below:

Traffic Supervisor  
Traffic Worker III  
Traffic Worker II  
Traffic Worker I  
Traffic Worker Trainee

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.

### 14.3 PROCEDURE

a. 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.

b. 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. If the employee does hold permanent status in another job

classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

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

d. An employee may accept a layoff in lieu of the opportunity to downgrade by written notification to the Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

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

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

#### 14.4 NOTICE OF LAYOFF

In the event of 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 in the City's payroll system, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

#### 14.5 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 received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, 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 the salary schedule.

#### 14.6 FRINGE BENEFITS

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

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, vision, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's total premium for the cost of such coverage, at the time of layoff.

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

#### 14.7 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff from that job classification. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job

classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of one (1) year from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Employees shall be entitled to recall rights for a period of two (2) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the two (2) 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 in the City's payroll system. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail 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 this Article.

## 14.8 GENERAL

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.

## **ARTICLE 15 – DISCIPLINE**

### 15.1 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after August 25, 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 Human Resources. The Director or designee will schedule a

private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. 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.

## 15.2 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.

## 15.3 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time from the Civil Service Board after it has been filed and before the Administrative Law Judge (hereafter "ALJ") has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within sixty (60) days, to a written request by the City to select an ALJ, schedule a hearing, or otherwise participate in the appeal process.

# ARTICLE 16 – MISCELLANEOUS

## 16.1 UNIFORMS

a. The City agrees to provide clean uniforms to employees in the Traffic Engineering Unit five days a week, (5-5-1), at no cost to the employee.

b. The City further agrees that for purposes of increased safety it will arrange to provide orange-colored shirts and safety-colored jackets to employees regularly working in streets.

## 16.2 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.

## 16.3 SAVINGS CLAUSE

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

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

#### 16.4 PROBATIONARY PERIOD

##### a. Probationary Period

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

- (1) The probationary period for employees in this Unit shall be twelve (12) months in duration.
- (2) An employee may be released, without right of appeal, during the probationary period. Written notice of the release shall be furnished to the probationer.

##### b. Employee Service Rating and Reports

Employees are entitled to Employee Service Rating and Reports which outline progress and performance in their classifications. The Employee Service Rating and Report shall primarily serve as follows:

- (1) To regularly review employee's performance with the supervisor.
- (2) To ascertain and encourage the improvement in performance or progress of employee.
- (3) To provide effective supervision of an employee.
- (4) To note and reward outstanding achievement by an employee.
- (5) An employee in a twelve (12) month probationary position shall receive such Reports on or about the end of the third, fifth, eighth, and eleventh months of service, and annually thereafter.

#### 16.5 PERFORMANCE EVALUATIONS

At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for career and non-career employees.

#### 16.6 TRIAL PERIOD

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



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

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

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

## 16.7 PAYROLL ERRORS

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

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

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from useable vacation, 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 (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

## 16.8 PERS RETIREMENT PLAN AND CONTRIBUTION

a. "Classic member" miscellaneous employees are covered by the following Public Employees Retirement System (PERS) plan:

- Modified 2% at age 55
- One-year highest compensation
- 2% COLA

- 25% survivor continuation
- 50% industrial disability
- Military service credit

b. Member Contribution to PERS Retirement Plan – Classic Members

Effective June 29, 2013, “classic members,” as defined by CalPERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan.

c. Member Contribution to PERS Retirement Plan – New Members

New employees shall be members in the PERS on terms consistent with the Public Employees’ Pension Reform Act (PEPRA). New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan.

- d. Effective October 15, 2013, the Sacramento City Employees Retirement System one hundred dollars (\$100.00) monthly as an add-on shall be eliminated.

## 16.9 MODIFIED/ALTERNATIVE DUTY POLICY

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

## 16.10 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 Department of Finance, 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 October 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 Department of Finance, 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).

#### 16.11 TERM

a. This Agreement shall remain in full force and effect from June 29, 2013, to and including December 26, 2014.

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

DATED: October 15, 2013

AUTO, MARINE AND SPECIALTY  
PAINTERS, UNION NO. 1176

CITY OF SACRAMENTO

BY: \_\_\_\_\_  
Jose Santana  
Business Representative

BY: \_\_\_\_\_  
Geri Hamby  
Director of Human Resources

\_\_\_\_\_  
Robert Hocking  
Negotiating Committee Member

\_\_\_\_\_  
Mark Gregersen  
Chief Negotiator

\_\_\_\_\_  
Shelley Banks-Robinson  
Labor Relations Manager

\_\_\_\_\_  
LaToya Jackson  
Labor Relations Analyst

\_\_\_\_\_  
Jerry Way  
Negotiating Committee Member

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AGREEMENT  
BETWEEN  
AUTO MARINE AND SPECIALTY PAINTERS, LOCAL 1176  
AND  
CITY OF SACRAMENTO  
~~2010-2013~~2013-2014



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## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the AUTO, MARINE AND SPECIALTY PAINTERS UNION NO. 1176, 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 confirms its prior certification of the Union as the recognized employee organization for the employees in the Traffic Engineering Unit, as defined in the City's Employer-Employee Relations Policy. The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as provided under the City's Employer-Employee Relations Policy and authorized by law.

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

## **ARTICLE 2 – ENTIRE AGREEMENT**

### **2.1 ENTIRE AGREEMENT**

a. This Agreement, upon ratification by the City Council, supersedes and cancels all prior practices and agreements whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes negotiations for its term.

b. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

### **ARTICLE 3 – CITY RIGHTS**

#### **3.1 CITY RIGHTS**

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable City Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, 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 actions that may be appropriate to carry out its mission in situations of emergency.

### **ARTICLE 4 – UNION RIGHTS AND PAYROLL DEDUCTIONS**

#### **4.1 PAYROLL DEDUCTIONS**

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Union for (a) the normal and regular monthly Union membership dues, and (b) monthly insurance premiums for plans sponsored by the Union and open to all its members.

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.
- (2) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Union.
- (3) Any changes, additions and/or deletions of any payroll deductions or any deductions for employees shall be made only upon submission to the Benefits Section, Department of Human Resources, on or before the fifteenth (15th) day of the month

preceding the month for which such changes, additions and/or deletions are to be executed on the form designated by the City and duly completed by the Treasurer of the Union or his/her designated agent.

- (4) 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 or insurance sponsored by the Union.
- (5) 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) If the employee transfers out of the Traffic Engineering Unit, the employee must notify the Department of Finance, Payroll Section, to stop payroll deductions for union dues or agency shop fees. The City and Union will not reimburse employees for dues paid after transferring out the Unit.
- (4) 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.

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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

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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.

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i. Employee Rights

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

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## ARTICLE 5 – GRIEVANCE PROCEDURE

### 5.1 GRIEVANCE PROCEDURE

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

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.

### 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

a. An employee who believes he/she has cause for grievance may contact his/her supervisor alone. ~~An employee who believes he/she has cause for grievance~~

~~may contact his/her supervisor or~~ with his/her Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

- (1) A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- (2) The remedy or correction requested of the City.
- (3) The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Division Head.

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

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

## 5.5 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 workdays of the second step appeal. The Union representative and the 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 the grievance appealed to the third step. 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.

## 5.7 ARBITRATION

a. If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing

to the designated City representative by the Union within ten (10) standard workdays from the date of the third step answer.

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

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

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

e. All fees and costs will be borne by the party losing the arbitration.

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

g. If the City 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.

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

## 5.8 TIME LIMITS

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

## 5.9 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 ~~2010-2013 SALARIES~~ 2013-2014 SALARY ADJUSTMENTS

a. ~~Effective June 19, 2010, salary ranges in terms of bi-weekly rates shall be reduced by four percent (4%).~~ Employees who are on the payroll November 29, 2013,

shall be paid \$500; payment to be made on the paycheck that includes December 1, 2013.

b. ~~Effective January 1, 2012, salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%).~~ Employees who are on the payroll June 27, 2014, shall be paid \$500; payment to be made on the paycheck that includes July 1, 2014.

c. ~~Effective January 1, 2013, salary ranges in terms of bi-weekly rates shall be adjusted by three and one half percent (3.5%).~~

#### ~~6.2 FURLOUGHS~~

~~Effective June 19, 2010, employees shall furlough the equivalent of one (1) day per month (96 hours per fiscal year), as designated by the City. At management's discretion, furlough may be taken in increments of four (4) hours.~~

#### 6.23 PAID TIME OFF (PTA)

Effective January 1, 2011, employees will receive eighty (80) hours of Paid Time Off. Paid Time Off will have no cash value, will not create overtime and will have no expiration date.

### ARTICLE 7 – SALARY ADMINISTRATION

#### 7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

#### 7.2 ADVANCEMENT IN RATE OF COMPENSATION

~~Effective June 19, 2010, Section 7.2 shall be in abeyance for the duration of the Agreement. Employees who are not at the top step of their salary range will have their step advance suspended until June 29, 2013, at which time they will be advanced to the salary step they would have been on had their salary step advance not been suspended.~~

##### a. Advancement in Steps

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

advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.
- (3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.
- (4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

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

c. Effective Date of Step Increases/Payroll Changes

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 1, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

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

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

#### c. Movement to a Lower Classification

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

#### 7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

#### 7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

#### 7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

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

#### 7.7 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

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

#### 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 prorata 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. 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 twenty (20) or more hours of salary. Employees who are paid less than twenty (20) hours salary per payday may continue elected coverage limited to the City's medical, dental, [vision](#), and life insurance plans for up to six (6)

months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

## 8.2 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, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the budgeted position which the employee fills at the rate of fifty percent (50%) for employees who are .5 FTE up to .79 FTE and at the rate of one hundred percent (100%) for employees who are .8 FTE and higher.

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

## 8.3 AMOUNT OF CONTRIBUTION

### a. Account-Based Health Plan (ABHP)

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

(2) Career employees who opt into an ABHP no later than December 31, 2013, shall have their Health Savings Account (HSA) credited with a one-time City contribution of \$2,000 on or before January 31, 2014. This one-time contribution may limit an employee's ability to make the excess premium contributions referenced above, as the contributions may then exceed the maximum amount allowed by law.

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b. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at an amount equal to 100% of the lowest cost City non-ABHP health plan plus the lowest cost dental plan available in plan year 2014.~~For full-time employees enrolled in a City-sponsored health plan for employee only, the City shall contribute up to \$460 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.~~

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

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

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

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

#### 8.4 COVERED DEPENDENTS

a. An employee who has established a domestic partnership consistent with Sacramento City Code Section 2.120.020 or is registered with the Secretary of State of the State of California ~~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.

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a-b. The definition of dependent child for purposes of health ~~and dental~~ insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall be as outlined in certificates of coverage and related insurance contracts. As of the date of this Agreement,~~an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. that definition includes an adult~~Dependent child up to age 26,~~includes a~~ grandchild living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

#### 8.5 CASH-BACK LIMITS

a. The cash-back of City dollars shall be limited to \$200 per month for career employees who waive City-sponsored health insurance. Part-time employees shall be prorated as indicated in 8.2(a). The cash-back plan shall be closed to any new enrollments after the 2013 open enrollment period.

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

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c. Cash-back shall be available to employees who waive health insurance enrollment during the 2013 open enrollment period. No employee shall receive cash back that is not receiving cash back at the end of the 2013 open enrollment period.

d. Employees transferring to classifications in the Traffic Engineering Unit who are enrolled in cash-back at the time of transfer may maintain the cash back option as long as they continuously waive City-sponsored health insurance and comply with other program requirements.

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## 8.6 LIFE INSURANCE

The City agrees to provide \$10,000 life insurance for career employees in the Traffic Engineering Unit, for the term of this Agreement. 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 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.

The employees participating in Sections 8.7(b) and (c) shall pay administrative costs.

## 8.8 RETIREES OR SURVIVOR DEPENDENTS

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

a. Retiree ~~Health Insurance Contribution Rates and Dental Insurance Benefits~~

~~Effective January 1, 2008, the maximum monthly~~ The City-paid health retiree insurance contribution for eligible retirees shall be \$300 per month for the retiree only ~~and or~~ \$365 per month for the retiree with dependent(s).

b. Employees Retiring on or After July 1, 1992

- (1) Except as provided below, to be eligible for the City-paid retiree insurance contribution ~~to health insurance and for the City-paid dental benefit~~ for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.
- (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's health retiree insurance contribution ~~and dental benefit~~ effective with the date of retirement without regard to age.
- (3) The City's retiree insurance contribution ~~for health insurance~~ shall be as follows:
  - (a) Employees with a minimum ten (10) full years of City service, but less than ~~twenty-five~~ (2015) full years of City service, shall be eligible to ~~receive a maximum of~~ fifty percent (50%) of the City's ~~maximum retiree health~~ insurance contribution identified in subsection (a) above.
  - (b) Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service, shall be eligible to receive seventy-five percent (75%) of the City's ~~maximum health retiree~~ insurance contribution identified in subsection (a) above.
  - (c) Employees with a minimum of twenty (20) full years of City service shall be eligible ~~for up to to receive~~ one hundred percent (100%) of the City's ~~maximum health retiree~~ insurance contribution identified in subsection (a) above.
- (4) There shall be no eligibility for the City's health retiree insurance contribution ~~or dental benefit~~ if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid health retiree 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-retiree~~ 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-retiree~~ 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-retiree~~ insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disability~~ed~~ 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-retiree~~ insurance contribution ~~and dental benefit for retirees~~ regardless of years of service.

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

No employee or retiree shall have any rights provided by this Section ~~8-8~~ after the expiration of this Agreement.

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

~~No employee hired on or after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Traffic Engineering Unit after June 30, 2013, shall be ineligible for any benefits provided by this section, unless the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer.~~

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**ARTICLE 9 – LEAVES**

**9.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS**

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

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**9.24 HOLIDAYS**

a. The following shall be the recognized holidays for all employees covered 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's Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

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

c. Eligibility

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

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

<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.

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

d. Monday-Friday Schedule

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

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

e. Weekend Schedule

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

- (1) The actual dates as listed above shall be considered the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.

f. Alternative Schedules

For employees who work a 9/80 or 4/10 schedule, 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, up to a maximum of eight (8) hours.

f.g. Holiday Credit Accumulation

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

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may use up to forty (40) hours of holiday accrual in conjunction with a scheduled vacation with the approval of the Department Head.

~~g. Accrual of Leaves Over 24 Pay Periods~~

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

h. 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.

i. Closure of Operations on Half Holidays

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At its discretion, the City may elect to close operations for a full day on Christmas Eve and New Year's Eve and eliminate one floating holiday.

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9.32 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<sup>ing</sup> 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 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.

d. Employees covered by this Agreement are entitled to schedule accumulated and unused vacation credits in increments of one (1) hour or more.

e. Notice of Loss of Vacation

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

9.43 SICK LEAVE

a. Accrual and Usage

- (1) A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, 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) An employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than September 1 of each year.

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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 sick leave cash-out, regardless of years of service.

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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 Rule 16, Attachment A to the Civil Service Board Rules, ~~and Exhibit B attached to this Agreement.~~

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.

9.54 PARENTAL LEAVE

a. The 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.

#### 9.65 CATASTROPHIC LEAVE PLAN

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

b. All donations shall be made and accepted in writing using City-provided forms [or electronically through the City's payroll system](#).

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.

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- 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.

#### 9.76 PERSONAL LEAVE

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

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

~~e-b.~~ Use of ~~the~~ personal leave shall not cause overtime.

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

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

#### 9.7 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 Family Medical Leave Act (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.

#### 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.

#### 9.10 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, or to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee



is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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

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

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

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

#### 9.11 STATE DISABILITY INSURANCE (SDI)

a. Eligible career employees who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is equivalent to one hundred percent (100%) of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

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b. Eligible career employees may integrate the following accrued City leave balance with SDI:

- (1) Sick Leave
- (2) Personal Leave
- (3) Compensating Time Off (CTO)
- (4) Holiday Leave
- (5) Vacation Leave

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c. Eligible part-time career employees shall be included in this program on a pro-rata basis.

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## ARTICLE 10 – SPECIAL ALLOWANCES

### 10.1 STANDBY ASSIGNMENT/ON-CALL PAY

a. An employee who is required to remain on call for emergency work shall be paid \$210 per week, or the daily pro rata rate, in addition to his/her regular compensation.

b. Employees who are on standby assignment on New Year's Day, Christmas Day, Thanksgiving Day, Memorial Day, ~~or the 4th of July~~, or Labor Day shall receive ~~twelve-eight (128)~~ hours holiday credit to be taken at the employee's request, subject to the Department Head or his/her designee's approval.

c. 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.

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

### 10.2 TEMPORARY WORK IN A HIGHER CLASSIFICATION

Employees temporarily assigned to a higher classification for one (1) or more complete shifts shall receive five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment for all time worked in the higher classification commencing with the first day of such work.

### 10.3 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.

### 10.4 TUITION REIMBURSEMENT

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

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

## **ARTICLE 11 – HOURS OF WORK**

### **11.1 HOURS OF WORK**

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

### **11.2 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 eCitywide program.

## **ARTICLE 12 – OVERTIME AND CALL-OUT**

### **12.1 OVERTIME/COMPENSATING TIME OFF (CTO)**

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

b. Overtime compensation will be paid only when an employee works in excess of eight (8) hours in a regular workday and/or in excess of forty (40) hours in a regular workweek.

c. Employees shall be entitled to overtime compensation or CTO 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.

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

e. 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.

## 12.2 CALL-OUT PAY

When employees in the Traffic Engineering Unit, who are on on-call status, are called out, they shall be entitled to a minimum of two (2) hours compensation for such call-out.

## 12.3 PREMIUM PAY CALCULATION

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

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

# ARTICLE 13 – SAFETY

## 13.1 SAFETY

The City is committed to and mandated by law to provide its employees with a safe working environment and understands its obligations to do so. The Union agrees that the City shall determine safety, health and property protection measures as required to meet its obligations under the law. The City will conduct safety training, meetings and inspections as mandated by law and operational needs. The City and employees acknowledge the responsibility of each to communicate safety concerns, safety hazards, prevention techniques and safety recommendations and ideas.

## 13.2 SAFETY SHOES AND SAFETY CLIMBING BOOTS

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 shoes, inserts, and/or repairs to safety shoes up to a maximum of ~~\$175~~200.00 per pair, or up to a maximum of ~~\$225~~250.00 per pair if special order is required, and normally no more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of safety shoes at the same time. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

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

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

### 13.3 SAFETY GLASSES

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

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

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

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

### 13.4 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

## ARTICLE 14 – LAYOFF

### 14.1 PURPOSE

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

### 14.2 DEFINITIONS

a. Layoff

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

b. Seniority

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Rules, classification seniority shall be mutually established by the City and the Union. For those classifications which have flexible staffing as defined in the Civil Service Rules and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.
- (2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position.
- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
  - (a) Resignation, except that any employee who is reemployed and completes a probationary period, if any, in the position to which he/she was ~~reinstated~~ reemployed may count the seniority which he/she accumulated prior to resignation.
  - (b) Discharge.
  - (c) Retirement.
  - (d) Layoff in excess of two (2) 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.

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c. Downgrade

A downgrade shall be defined as a change in job classification to which the top rate of pay is the same or less than the top rate of pay of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder, except as provided in Section 14.3(c) of this Article.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. The regression ladder for the Traffic Engineering Unit is as set forth below:

Traffic Supervisor  
Traffic Worker III  
Traffic Worker II  
Traffic Worker I  
Traffic Worker Trainee

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.

### 14.3 PROCEDURE

a. 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.

b. 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. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

c. Any permanent employee who is to be laid off or displaced shall have the right to downgrade in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace an employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City

service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.

d. An employee may accept a layoff in lieu of the opportunity to downgrade by written notification to 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 employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

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

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

#### 14.4 NOTICE OF LAYOFF

In the event of 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~~ in the City's payroll system, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

#### 14.5 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 received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, 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 [the Exhibit A to this Agreement salary schedule](#).

#### 14.6 FRINGE BENEFITS

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

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, [dental, vision, and life](#), ~~and dental insurance~~ plans for a period up to six (6) months [or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act \(COBRA\), whichever is greater](#), by advanced personal remittance for each month's total premium for the cost of such coverage, at the time of layoff.

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

#### 14.7 RECALL

a. When a vacancy occurs in a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of layoff from that job classification. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of one [\(1\)](#) year from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

b. Employees shall be entitled to recall rights for a period of two (2) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the two (2) 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~~ in the City's payroll system. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail 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 14.2(b) of this Article~~.

#### 14.8 GENERAL

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.

### ARTICLE 15 – DISCIPLINE

#### 15.1 LETTER OF REPRIMAND

a. A letter of reprimand issued on or after August 25, 1990, shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of ~~Labor Relations~~ Human Resources. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. 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.

#### 15.2 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.

#### 15.3 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time from the Civil Service Board after it has been filed and before the Administrative Law Judge (hereafter "ALJ") has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within sixty (60) days, to a written request by the City to select an ALJ, schedule a hearing, or otherwise participate in the appeal process.

### ARTICLE 16 – MISCELLANEOUS

#### 16.1 UNIFORMS

a. The City agrees to provide clean uniforms to employees in the Traffic Engineering Unit five days a week, (5-5-1), at no cost to the employee.

b. The City further agrees that for purposes of increased safety it will arrange to provide ~~red~~orange-colored shirts and safety-colored jackets to employees regularly working in streets.

#### 16.2 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.

#### 16.3 SAVINGS CLAUSE

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

#### 16.4 PROBATIONARY PERIOD

a. Probationary Period

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

- (1) The probationary period ~~from~~ for employees in this Unit shall be twelve (12) months in duration.
- (2) An employee may be released, without right of appeal, during the probationary period. Written notice of the release shall be furnished to the probationer.

b. Employee Service Rating and Reports

Employees are entitled to Employee Service Rating and Reports which outline progress and performance in their classifications. The Employee Service Rating and Report shall primarily serve as follows:

- (1) To regularly review employee's performance with the supervisor.
- (2) To ascertain and encourage the improvement in performance or progress of employee.
- (3) To provide effective supervision of an employee.
- (4) To note and reward outstanding achievement by an employee.
- (5) An employee in a twelve (12) month probationary position shall receive such Reports on or about the end of the third, fifth, eighth, and eleventh months of service, and annually thereafter.

## 16.5 PERFORMANCE EVALUATIONS

At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for career and non-career employees.

## 16.6 TRIAL PERIOD

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

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

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

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

## 16.7 PAYROLL ERRORS

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

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

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from useable vacation, 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 (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

## 16.8 PERS RETIREMENT PLAN AND CONTRIBUTION

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

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

b. Member Contribution to PERS Retirement Plan – Classic Members

Effective June 29, 2013, "classic members," as defined by CalPERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan.

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c. Member Contribution to PERS Retirement Plan – New Members

New employees shall be members in the PERS on terms consistent with the Public Employees' Pension Reform Act (PEPRA). New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan.

~~b.d. The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution~~Effective October 15, 2013, for the Sacramento City Employees Retirement System members, one hundred dollars (\$100.00) monthly as an add-on shall be eliminated to the City's health and welfare contribution (City dollars).

16.9 MODIFIED/ALTERNATIVE DUTY POLICY

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

16.10 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 Department of Finance, 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 October 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 Department of Finance, 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).

16.11 TERM

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a. This Agreement shall remain in full force and effect from June ~~19~~29, ~~2010~~2013, to and including ~~June-December 28~~26, ~~2013~~2014.

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

DATED: ~~July 14, 2010~~ October 15, 2013

AUTO, MARINE AND SPECIALTY  
PAINTERS, UNION NO. 1176

CITY OF SACRAMENTO

BY: \_\_\_\_\_  
Jose Santana  
Business Representative

BY: \_\_\_\_\_  
Geri Hamby  
Director of Human Resources

\_\_\_\_\_  
Robert Hocking  
Negotiating Committee Member

\_\_\_\_\_  
Mark Gregersen  
Chief Negotiator

\_\_\_\_\_  
Shelley Banks-Robinson  
Labor Relations Manager

\_\_\_\_\_  
LaToya Jackson  
Labor Relations Analyst

\_\_\_\_\_  
Jerry Way  
Negotiating Committee Member



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