



# CITY OF SACRAMENTO

DEPARTMENT OF EMPLOYEE RELATIONS  
801 NINTH STREET, ROOM 105  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE (916) 449-5424

{ STEVE LAKICH  
DIRECTOR OF EMPLOYEE RELATIONS }

July 29, 1980

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in Water and Sewer Unit

## SUMMARY

The City of Sacramento and the Plumbers and Pipefitters, Local #447 reached tentative settlement on a three-year agreement covering 96 employees in the Water and Sewer Unit for the period August 2, 1980 to June 24, 1983. The major features of the tentative agreement are:

1. Effective August 2, 1980, salary increases are to be applied as follows:

<u>Class</u>	<u>Salary Increase</u>
Water and Sewer Serviceman I	10%
Water and Sewer Serviceman II	10.7%
Water and Sewer Foreman	11.0%

2. Effective December 27, 1980, a 2% salary increase.
3. Effective June 27, 1981, salaries will increase a minimum 5% to a maximum 10%. Any variance between 5%-10% will be tied directly to the Consumer Price Index.
4. Effective June 26, 1982, salaries will increase a minimum 5% to a maximum 10%. Any variance between 5%-10% will be tied directly to the Consumer Price Index.
5. Standby assignments have been changed from a strictly voluntary basis to a mandatory system if there are no volunteers.
6. The parties will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the unit.

APPROVED  
BY THE CITY COUNCIL

JUL 29 1980

OFFICE OF THE  
CITY CLERK

7. Sole agreement clause to establish that the new Agreement is the complete and entire agreement between the parties and negotiations are closed for its term except by mutual written consent of the parties.

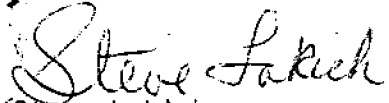
#### FINANCIAL IMPACT

The first-year cost increase is estimated at \$214,000. The second-year cost increase is estimated at a low of \$113,000 to a high of \$226,000 with any variance tied to the rate of change in the Consumer Price Index. The third-year cost increase is estimated at a low of \$119,000 to a high of \$249,000 with any variance tied to the rate of change in the Consumer Price Index.

#### RECOMMENDATION

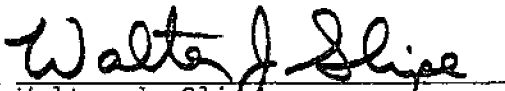
It is recommended that the City Council approve the attached tentative agreement in the Water and Sewer Unit.

Respectfully submitted,



Steve Lakich  
Employee Relations Director

Recommendation Approved:

  
Walter J. Slips  
City Manager

AGREEMENT

BETWEEN

PLUMBERS AND PIPEFITTERS LOCAL #447

AND

CITY OF SACRAMENTO

~~1980-82~~

1980-83

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## PREAMBLE

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

## ARTICLE I RECOGNITION

### 1. RECOGNITION

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

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

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Water and Sewer Foreman  
Water and Sewer Serviceman II  
Water and Sewer Serviceman I

## ARTICLE II SOLE AGREEMENT

### 2. SOLE AGREEMENT

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

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

ARTICLE III  
CITY RIGHTS

3. CITY RIGHTS

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

ARTICLE IV  
UNION RIGHTS

4. PAYROLL DEDUCTIONS

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

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

- (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 City's Director of Employee Relations 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 City's Director of Employee Relations on or before the fifteenth (15) 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 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.

## ARTICLE V GRIEVANCE PROCEDURE

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

### 5. 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:

- i. to resolve grievances informally at the lowest possible level;
- ii. to provide an orderly procedure for reviewing and resolving grievances promptly.

### 6. 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 Rules and Regulations of the City unless waived by such employee.

### 7. STEP ONE

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

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



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

- i. a complete statement of the City's position and the facts upon which it is based.
- ii. the remedy or correction which has been offered if any.

8. STEP TWO

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

9. STEP THREE

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

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

10. ARBITRATION

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

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

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

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

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

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

g. 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 30 day time limit for filing grievances may be extended.

h. If the City does not meet time limits, the Union may process the grievance to the third step of the grievance procedure, and a hearing will be held within five (5) workdays. If no answer to a third step grievance is forthcoming within the appropriate time limits and no mutual agreement to extend the time limits in writing has been made, then the grievance will be granted in favor of the Union at the third step.

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

11. 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 VI  
PAY RATES

12. 1980-81 SALARIES

a. Effective August 2, 1980 and December 27, 1980, salaries shall be paid to employees as follows:

CLASSIFICATION

Water and Sewer Foreman

August 2, 1980	729.36 (1580)	766.16 (1660)	804.80 (1744)	845.36 (1832)	888.00 (1924)
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December 27, 1980	742.56 (1609)	780.00 (1690)	819.36 (1775)	860.64 (1865)	904.00 (1959)
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Water and Sewer Serviceman II

August 2, 1980	634.80 (1375)	666.80 (1445)	700.40 (1518)	735.68 (1594)	772.80 (1674)
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December 27, 1980	645.92 (1400)	678.48 (1470)	712.72 (1544)	748.64 (1622)	786.40 (1704)
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Water and Sewer Serviceman I

August 2, 1980	576.24 (1249)	605.28 (1311)	635.84 (1378)	667.92 (1447)	701.60 (1520)
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December 27, 1980	586.80 (1271)	616.40 (1336)	647.44 (1403)	680.08 (1474)	714.40 (1548)
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13. 1981-82 SALARIES

Effective June 27, 1981, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of the San Francisco/Oakland metropolitan area for the twelve month period between April 1980 and April 1981; provided, however, said increase shall not be less than five percent (5%) nor more than ten percent (10%).

13A. 1982-83 SALARIES

Effective June 26, 1982, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of the San Francisco/Oakland metropolitan area for the twelve month period between April 1981 and April 1980; provided, however, said increase shall not be less than five percent (5%) nor more than ten percent (10%).

ARTICLE VII  
INSURANCE BENEFITS

14. INSURANCE BENEFITS

a. The City agrees to make contributions up to an amount which will not exceed the full premium for the City's basic plan (Plan B) at a full family rate on a monthly basis toward the premiums for medical and dental insurance for each eligible employee and qualified dependants, if any. Such contributions will be made to eligible employees on each of the first two paydays in a calendar month for insurance coverage the first and second halves of that month, respectively. An employee shall be eligible for a City contribution on each such applicable payday if the employee is paid for one or more hours of salary. The City further agrees to provide basic life insurance in an amount of \$4,000 to each eligible employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as above. Employees who are paid less than one hour salary per payday may continue any City-sponsored insurance in effect, for up to six months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued. All terms and conditions of medical, dental and basic life insurance will be as outlined in certificates of coverage and related insurance contracts.

ARTICLE VIII  
HOLIDAY BENEFITS

15. HOLIDAY BENEFITS

The recognized holidays shall be the following days:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1.

<u>HOLIDAY</u>	<u>DATE</u>
Washington's Birthday	Third Monday in February.
Memorial Day	Last Monday in May.
Independence Day	July 4.
Labor Day	First Monday in September
Admission Day	September 9.
Columbus Day	Second Monday in October.
Veteran's Day	November 11.
Thanksgiving Day	Fourth Thursday in November.
Day after Thanksgiving Day	Fourth Friday in November.
Christmas Day	December 25.
Friday (4 hours)	Friday before Easter.
Christmas Eve Day (4 hours)	December 24.
New Year's Eve Day (4 hours)	December 31.

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

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

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

#### ARTICLE IX SPECIAL ALLOWANCES

#### 16. STANDBY ASSIGNMENTS

Employees on standby assignment for emergency work shall be paid \$115.00 per week in addition to their regular compensation.

An employee who has completed his regular shift and has left the premises and is called back to work from his home shall receive a minimum of two hours pay at the overtime rate of time and one-half.

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

Standby assignments will be staffed first from a voluntary sign-up. If there are no Water and Sewer Foreman who volunteer for standby within the Water Section or the Sewer Section, all Foreman within the section where there are no volunteers shall be assigned standby on a rotational basis, in order of classification seniority, beginning with the Water and Sewer Foreman with the least classification seniority. The rotational standby assignments shall continue until such time as there again are volunteers within the affected section. If there are no Water and Sewer Serviceman I or II's who volunteer for standby within the Water Section or the Sewer Section, all Water and Sewer I and II's within the section where there are no volunteers shall be assigned standby on a rotational basis, in order of unit seniority, beginning with the Water and Sewer Serviceman I or II with the least unit seniority who has passed probation as a Water and Sewer Serviceman I. The rotational standby assignments shall continue until such time as there again are volunteers within the affected section.

17. TEMPORARY WORK IN A HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those cases where, in the judgement of the department head, or his/her designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned to a higher classification shall be compensated for the duration of the out-of-class assignment, by the payment of five (5) percent of the regular salary he/she received prior to the out-of-class assignment, or the salary provided for in step "A" of the higher classification, whichever is greater, but not to exceed step "E" of the higher classification.

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

Any temporary assignment to a higher classification which exceeds 30 days duration shall require the approval of the City Manager.

ARTICLE X  
WORKDAY/OVERTIME

18. WORKDAY/OVERTIME

A. Workday

The normal workday is from 8:00 a.m., to 4:30 p.m., with one-half hour for lunch, with a workweek being Monday through Friday. The foregoing starting times and lunch period may be changed when mutually agreed to between the employer and the representative of the local union.

## B. Overtime

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

## C. Lunch Break Overtime

When an employee is assigned by his foreman to remain on duty through his lunch break he shall be compensated at the rate of one and one-half times the regular rate of pay providing the employee is required to work in excess of a normal work day. A lunch period is not worktime if an employee is completely free from duties during the lunch break.

## 19. PREMIUM PAY CALCULATION

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

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

## ARTICLE XI SAFETY SHOES

## 20. SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for cost of an acceptable safety shoe. 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 recognizes its legal obligation to provide employees safety shoes where safety shoes are required by law. The City maintains the right to require safety shoes to meet the specifications as mandated by law, and to develop an alternate procedure of providing employees safety shoes other than the current reimbursement method. However, in no event shall any alternate procedure provide for a maximum reimbursement of less than the current \$60.00.

ARTICLE XII  
LAYOFF

21. A. PURPOSE

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

22. B. DEFINITIONS

1. Layoff: A layoff shall be defined as the dismissal or displacement of at least one (1) employee due to lack of work or lack of budgeted funds.

2. Seniority:

(a) 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.

(b) Unit Seniority: Unit Seniority shall be defined as the effective date of probationary appointment to the employee's first full-time career position in a job classification contained within the Water and Sewer Serviceman Representation Unit as set forth in Resolution 77-348.

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

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

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

(1) Resignation.

(2) Discharge.

(3) Retirement.

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

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

3. Downgrade: A downgrade shall be defined as a change in job classification within a regression ladder to which the top rate of pay (Step E) is the same or less than the top rate of pay (Step E) of the employees present classification, due to a layoff. The Regression ladder for the Water and Sewer Serviceman Unit is set forth below:

Water and Sewer Foreman

Water and Sewer Serviceman II

Water and Sewer Serviceman I

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

23. C. PROCEDURE

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

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

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

4. An employee may accept a layoff in lieu of a downgrade under Section C (3) of this Article, by written notification to the Department of Employee Relations within 72 hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

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

24. D. NOTICE OF LAYOFF

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

25. E. SALARY IN EVENT OF DOWNGRADE

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



2. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in City Code Section 2.90 and 2.91.

## 26. FRINGE BENEFITS

1. 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 pay off 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 pay off related to a subsequent termination.

2. Employees laid off who are enrolled in City insurance programs may continue elected coverage for a period up to six (6) months by advanced personal remittance for each month's total premium for the cost of such coverage, at the time of layoff.

3. 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 Employee Services Division on the request of the laid off employees.

## 27. RECALL

1. 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. 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.

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

3. 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 employees last paycheck unless a more recent address has been furnished by the laid-off/downgraded employee. To expedite recall, more than one (1) employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have seventeen (17) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within seventeen (17) calendar days, he/she will lose all recall rights. An employee who has been laid off shall be required to meet the physical and other minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employees 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 B (2) of this Article.

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

## 28. ALTERNATIVE LAYOFF REOPENER

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

2. The parties will study possible different layoff procedures as a substitute for the seniority system set forth in this Agreement. The parties will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the unit. The study will be completed by no later than June 1, 1981.

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

ARTICLE XIII  
MISCELLANEOUS

29. SELECTION OF VACANCIES

When a permanent vacancy occurs which is not due to a lateral classification reassignment, a notice of such vacancy shall be posted on the employee bulletin board at least two (2) weeks before the vacancy is filled. Employees holding regular permanent status in that classification in which the vacancy arises may request to be reassigned to such vacancy, and shall be given preference over those individuals appointed from an eligibility list. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job function, and (2) relative disruptive effects on the departmental operations and established work schedule. If both of these considerations are found to be equal, seniority within classification will be the determining factor.

30. NEW OR REVISED JOB CLASSIFICATION

1. It is recognized that the establishment of new or revised job classifications within the units covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the unit covered by this Agreement not less than thirty (30) days prior to submission of the job classification to the Civil Service Board.

2. The Union shall have the right to file an appeal to the Civil Service Board regarding job classification or rate ranges.

31. NO STRIKE OR LOCKOUT

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

32. SEPERABILITY

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

33. TERM

a. This Agreement shall remain in full force and effect from July 30, 1980 to and including June 24, 1983 .

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

DATED: \_\_\_\_\_

PLUMBERS AND PIPEFITTERS LOCAL #447

CITY OF SACRAMENTO

BY: \_\_\_\_\_  
WILLIAM RHOTEN  
Business Representative

BY: \_\_\_\_\_  
STEVE LAKICH  
Director of Employee Relations

BY: \_\_\_\_\_  
DANIEL BONEBRAKE  
Sr. Employee Relations Representative

# RESOLUTION NO. 80-504

Adopted by The Sacramento City Council on date of

JULY 29, 1980

RESOLUTION ADOPTING AGREEMENT WITH PLUMBERS  
& PIPEFITTERS LOCAL #447 DATED JULY 29, 1980

WHEREAS, this Council pursuant to California Government Code Section 3500 et. seq., enacted an employer-employee relations policy; and

WHEREAS, under the terms of that policy, the representatives of the City Manager have met and conferred in good faith with representatives of the Plumbers & Pipefitters Local #447

the recognized employee organization for employees in the  
-----Water and Sewer Unit-----  
designated in the said Resolution; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of these said employees, as reflected by the written Agreement signed by them on July 29, 1980, which Agreement is attached hereto and made a part hereof; and

WHEREAS, this Council finds that the provisions contained in this Agreement are fair and proper and in the best interests of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO, that it adopts the terms and conditions contained in the said Agreement.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED  
BY THE CITY COUNCIL

JUL 29 1980

OFFICE OF THE  
CITY CLERK