



CITY OF SACRAMENTO

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DEPARTMENT OF EMPLOYEE RELATIONS
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STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

August 31, 1984

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in Engineering Unit

APPROVED
BY THE CITY COUNCIL

AUG 31 1984

OFFICE OF THE
CITY CLERK

AC 84042

SUMMARY

The City of Sacramento and the Western Council of Engineers reached tentative settlement on a three-year agreement covering 22 employees in the Engineering Unit for the period August 31, 1984 to July 3, 1987. The tentative agreement has been ratified by the Western Council membership. It is recommended that the City Council approve the attached tentative agreement. The major features of the tentative agreement are:

1. First Year

- a) Effective June 23, 1984, a 5.6% salary increase for all employees plus a 5% salary adjustment for the one position classification of Landscape Architect.
- b) Effective July 1, 1984, the City's monthly insurance contribution will increase by \$30.58, changing the City contribution from \$203.10 to \$233.68 monthly per eligible employee.
- c) The number of holidays will increase by one and one-half days from 12-1/2 to 14 days. Eliminated as recognized holidays are Admissions Day, Columbus Day, and the four-hour holiday on Good Friday. Added as a recognized holiday is Martin Luther King's Birthday, plus three floating holidays.

2. Second Year

- a) Effective July 6, 1985, salaries will increase a minimum 4% to a maximum 6%. Any variance between 4% and 6% will be determined by the Consumer Price Index.

- b) Effective July 1, 1985, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" health plan and the dental plan. The City will have the option of replacing the City's dental plan by no later than October 1, 1985.

3. Third Year

- a) Effective July 5, 1986, salaries will increase a minimum 4% to a maximum 6%. Any variance between 4% and 6% will be determined by the Consumer Price Index.
- b) Effective July 1, 1986, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" health plan and the dental plan.

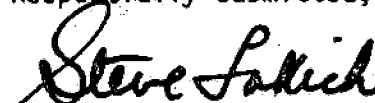
FINANCIAL IMPACT

The cost increase for Fiscal Year 1984-85 is estimated at \$87,929. The cost increase for Fiscal Year 1985-86 is estimated at a low of \$61,700 to a high of \$87,500 with any variance tied to the Consumer Price Index. The cost increase for Fiscal Year 1986-87 is estimated at a low of \$63,800 to a high of \$92,200 with any variance tied to the Consumer Price Index. All of the cost projections cover the increased City expenditures to the retirement systems, including the unfunded liability.

RECOMMENDATION

It is recommended that the City Council approve the attached tentative agreement in the Engineering Unit.

Respectfully submitted,



Steve Lakich
Director of Employee Relations

RECOMMENDATION APPROVED:



Walter J. Slife
City Manager

August 31, 1984
All Districts

Attachment

RESOLUTION NO. 84-754

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUGUST 31, 1984

A RESOLUTION ADOPTING AGREEMENT WITH
WESTERN COUNCIL OF ENGINEERS
DATED AUGUST 31, 1984

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

WHEREAS, under the terms of that policy, the representatives of the City Manager have met and conferred with representatives of the Western Council of Engineers, the recognized employee organization for employees in the Engineering Unit as designated in said policy; and,

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Agreement entered into by them on August 31, 1984, which Agreement is attached hereto and made a part hereof; and,

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

1984 31 1984

OFFICE OF THE
CITY CLERK

AGREEMENT
BETWEEN
WESTERN COUNCIL OF ENGINEERS
AND
CITY OF SACRAMENTO
1984-87

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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 WESTERN COUNCIL OF ENGINEERS, hereinafter referred to as the WCE, has as its purpose the promotion of harmonious labor relations between the City and the WCE, 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

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

b. The classifications currently within the Engineering Unit are as follows:

Junior Engineer
Assistant Engineer
Associate Engineer
Junior Architect
Assistant Architect
Associate Architect
Assistant Landscape Architect
Landscape Architect

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

ARTICLE II ENTIRE AGREEMENT

2. ENTIRE AGREEMENT

a. The parties further agree that this Agreement sets forth the full and entire understanding of the parties, and any and all prior or existing Agreements are hereby superseded and terminated.

b. 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 III
CITY RIGHTS

3. CITY RIGHTS

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

ARTICLE IV
WCE RIGHTS

4. WCE REPRESENTATION

The WCE shall notify the Department of Employee Relations of the employees it has designated as Local Chapter Representative and alternate representative with whom the City shall communicate with as representatives of the WCE. Such representatives shall be allowed reasonable time off with pay relating to the administration of this Agreement, subject to the scheduling of such time with said representative's supervisor.

5. PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance 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 WCE for (1) the normal and regular monthly membership dues and (2) insurance premiums for plans to which the City is not the contracting party.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and the WCE.
- (2) Such deductions shall be made only upon submission to the Payroll Section, Department of Finance, of the said authorization form duly completed and executed by the employee and the WCE.

- (3) The WCE will be responsible for submitting to the Payroll Section the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.
- (4) The WCE 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 or other programs sponsored by the WCE.
- (5) The City will remit to the WCE a check for all of the deductions.
- (6) The City must approve all payroll deductions for insurance premiums for plans to which the City is not the contracting party.

ARTICLE V
GRIEVANCE PROCEDURE

The City and the WCE agree to implement the following Grievance Procedure:

6. 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.

7. DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the WCE 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 WCE, the City, or their authorized representatives.

8. EMPLOYEE RIGHTS

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

9. STEP ONE

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

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

b. The remedy or correction requested of the City.

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

d. The grieving employee's supervisor shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The supervisor's 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.

10. 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 WCE 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.

11. STEP THREE

a. The WCE 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.

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

12. ARBITRATION

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

b. An arbitrator may be selected by mutual agreement between the WCE's 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 State of California Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

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 WCE, and employee.

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

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

g. No matter shall be considered as a grievance under this Article unless it is presented in writing within 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.

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

i. A WCE's representative shall have the authority to settle grievances for the WCE or employees at the respective steps of the grievance procedure.

13. 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 WCE agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE VI
PAY RATES

14. 1984-85 SALARIES

Effective June 23, 1984, salary ranges in terms of bi-weekly rates of pay for classes represented by this Agreement, shall receive a 5.6% increase, except the employees in the class of Landscape Architect shall receive a 10.6% increase. The salary ranges to become effective June 23, 1984, are set forth in Exhibit A.

15. 1985-86 SALARIES

Effective July 6, 1985, 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 (12) month period between April 1984 and April 1985; provided, however, said increase shall not be less than four percent (4%) nor more than six percent (6%).

16. 1986-87 SALARIES

Effective July 5, 1986, 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 (12) month period between April 1985 and April 1986; provided, however, said increase shall not be less than four percent (4%) nor more than six percent (6%).

ARTICLE VII
INSURANCE BENEFITS

17. LIFE INSURANCE

The City agrees to provide \$6,000 life insurance for career employees in the Engineering Unit.

18. HEALTH BENEFITS

a. Full-Time Career Employees: Effective July 1, 1984, the City agrees to pay up to \$233.68 per month per employee and employees' qualified dependents, if any, for enrollment in City-sponsored health, dental, supplemental life, and weekly income insurance.

b. Part Time Career and Non-Career Employees: Effective July 1, 1984, the City agrees to make contributions up to \$233.68 per month, on either a 100% or 50% basis, for part-time career employees and non-career employees, toward the premiums of only City-sponsored medical and dental insurance plans covering eligible employees and qualified dependents, if any. The amount of City contribution for each applicable payroll shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution. To be eligible for any City contribution under this Section, the part-time career and non-career employee must be paid for a minimum of forty (40) hours of work each payday.

c. The City shall have the option of changing the carrier and/or benefit levels, without a benefit reduction, to the City's Dental Plan by no later than October 1, 1985.

d. Effective July 1, 1985, the City will increase the maximum monthly insurance contribution as set forth in subsections (a) and (b) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1984 from the rates to be effective September 1985.

e. Effective July 1, 1986, the City will increase the maximum monthly insurance contribution as set forth in subsections (a) and (b) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1985 from the rates to be effective September 1986.

f. The City shall have the right to establish a composite rate for each City-sponsored health and dental plan commencing with Fiscal Year 1984-85.

ARTICLE VIII WORKDAY, WORKWEEK, OVERTIME

19. WORKDAY, WORKWEEK

The workweek for employees covered by this Agreement shall consist of forty (40) working hours during the period beginning at 12:01 AM Saturday and ending at 12:00 Midnight the following Friday. The forty (40) hour workweek shall be scheduled in increments of five (5) eight (8) hour workdays. This paragraph shall not apply to non-career employees.

20. OVERTIME

a. The City agrees it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of eight (8) hours per day, forty (40) hours per week, on scheduled days off, or on a recognized holiday, such time shall be compensated as overtime.

b. Employees shall be entitled to overtime compensation or compensating time off at the employer's option. Both the cash payment and the compensating time off shall be computed at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Any compensating time off must be approved by the employee's department head or his/her designee.

c. Employees may accrue up to eighty (80) hours of compensating time off through the last full pay period in December of each calendar year. All compensating time off not used by this time will be paid to the employee in cash. This cash payment will be included in the first paycheck in January.

ARTICLE IX PREMIUM PAY CALCULATION

21. 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

ARTICLE X SPECIAL ALLOWANCES

22. CONFERENCES AND SEMINARS

a. The City and the WCE agree that, subject to the approval of the department head or his/her designated representative, members of the Engineering Unit may be assigned to attend conferences and seminars where such attendance is in the best interest of the City.

b. Conference and seminar costs shall be administered under the Department of Finance Administration Policy concerning: Travel Requests and Expense Reimbursement.

23. TUITION REIMBURSEMENT

The City agrees to reimburse employees for the cost of tuition up to a maximum of \$60.00 per semester pursuant to the City's existing policy for such education reimbursement.

ARTICLE XI
HOLIDAY BENEFITS

24. HOLIDAY BENEFITS

a. The following shall be recognized holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Eve (4 hours)	December 31
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
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
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

b. When one of these holidays falls on a Saturday, employees shall be given the preceding Friday off as holiday time. When one of the holidays falls on a Sunday, employees shall be given the following Monday off as holiday time.

c. Part-time career and non-career employees shall receive the above holiday benefits on a pro-rata basis, and must work or be on authorized paid leave the scheduled shift before and after the holiday to be eligible for the holiday benefit.

d. Floating Holidays

(1) Accrual

Effective June 23, 1984, in addition to the recognized holidays provided in Section 24(a) above, each employee shall receive the equivalent of three (3) 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 .923 hours per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one (1) or more hours of salary.
- (b) A part-time career employee or a non-career (+1040) 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 = .923 hours accrual; 40-63.9 hours paid = .462 hours accrual; less than 40 hours paid = 0 hours accrual.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.
- (b) Effective January 1, 1986, and each calendar year thereafter, an employee may carry-over from the preceding calendar year a maximum of four (4) hours of floating holiday accrual. All accumulated floating holiday time not used by December 21, 1985, and the last full pay period in December of each year thereafter will be paid to the employee in cash at the straight-time rate. This cash payment shall be included in the employee's first paycheck in January.
- (c) An employee who leaves City employment or who has been granted 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.

ARTICLE XII
JURY DUTY

25. JURY DUTY

a. When an employee is absent from work to serve on a jury or to report for jury duty examination, he/she shall be granted pay for those hours which he/she 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 serve jury duty. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

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

ARTICLE XIII
LAYOFF

26. PURPOSE

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

27. DEFINITIONS

a. Layoff

A layoff shall be defined as the dismissal or displacement of at least one (1) employee due to lack of work, lack of funds, abolishment of position, or for other reasons not reflecting discredit on an employee.

b. Seniority

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay (Step E) is greater than the top rate of pay (Step E) of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service rules, classification seniority shall be mutually established by the City and the Union. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications, and (2) previous classification seniority in the job classification in which the employee is currently working, and (3) present time spent in the job classification in which the employee is currently working.
- (2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.
- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

- (a) Resignation, provided that any employee who is re-employed and completes a probationary period, if any, in the position to which he/she was re-employed 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 or in excess of the time period set forth in subsection (d) below.
- (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. Downgrades

A downgrade shall be defined as a change in job classification to which the top rate of pay (Step E) is less than the top rate of pay (Step E) of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder. An employee who is downgraded pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. A letter which specifies regression ladder assignments shall be signed by the parties and made part of this procedure. Regression ladders for the Engineering Unit are as follows:

- (1) Associate Engineer)
 Assistant Engineer) CIVIL
 Junior Engineer)
- (2) Associate Engineer)
 Assistant Engineer) ELECTRICAL
 Junior Engineer)
- (3) Associate Engineer)
 Assistant Engineer) MECHANICAL
 Junior Engineer)
- (4) Associate Architect
 Assistant Architect
 Junior Architect
- (5) Landscape Architect
 Assistant Landscape Architect

e. Permanent Status

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

f. Career and Non-Career

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

28. PROCEDURE

a. Non-Career Employees

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

b. Career Employees

- (1) All employees, whether provisional, probationary or permanent who have, within one year immediately prior to the layoff, received an aggregate of three (3) days or more of disciplinary demotion, or a disciplinary salary step reduction shall be laid off first. The remaining career employees shall be laid off in the following order.
- (2) Within each job classification (and engineering discipline, if applicable) and within 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.
- (3) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

- (4) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace an employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.
- (5) An employee may accept layoff in lieu of the opportunity to downgrade by notifying the Employee Relations Department within two (2) normal workdays of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.
- (6) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.
- (7) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff:

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee(s) paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of 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.

29. 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, and life insurance plans for a period up to six (6) months by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

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

30. RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of their downgrade or layoff. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional or probationary status was held at the time of layoff or downgrade. Provisional and probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees who have been downgraded and are subsequently recalled shall return to the salary step which he/she held prior to his/her displacement. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

c. 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 or the time period set forth in subsection (d) below 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.

d. An employee may submit a written request that his/her recall rights be extended beyond the two (2) year limit. The request must be made by the affected employee and received by the City during the thirty (30) calendar day period prior to the expiration of said recall rights. Upon receipt of such request, the City will extend the recall rights for a period of one (1) year. In the absence of such request, recall rights will automatically terminate. The employee may request up to three (3) extensions.

e. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one (1) employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have ten (10) calendar days to notify the City of his/her intent to return to work. The employee shall have twenty-one (21) days from the postmark of the certified letter to report to work with the twenty-one (21) days being inclusive of the ten (10) days.

f. If the employee fails to notify the City within ten (10) days or fails to report to work within the twenty-one (21) days, which is inclusive of the ten (10) days, the employee shall lose all recall rights.

31. GENERAL

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

ARTICLE XIV MISCELLANEOUS

32. NEW OR REVISED JOB CLASSIFICATIONS

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

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

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

33. PROHIBITION OF STRIKES

For the duration of this Agreement, the WCE 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.

34. 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.

35. REGIONAL TRANSIT BUS PASS

Full-time career employees who utilize the Regional Transit District (SRTD) for home-to-work transportation are eligible for a one-half (1/2) price discount on a SRTD monthly bus pass. The employee must notify the Department of Finance, Revenue and Collections Division, prior to the first day of the month to obtain the bus pass discount for that next month. The one-half (1/2) price discount shall not include the cost of the zone sticker.

36. TERM

a. This Agreement shall remain in full force and effect from August 31, 1984, to and including July 3, 1987.

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

DATED: August 31, 1984.

WESTERN COUNCIL OF ENGINEERS

CITY OF SACRAMENTO

BY: *James L. Wright*
for JAMES L. WRIGHT
EXECUTIVE DIRECTOR

BY: *Steve Lakich*
STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

BY: *L. W. Garcia*
L. W. GARCIA
SACRAMENTO CITY CHAPTER

BY: *Lupe G. Marnach*
LUPE G. MARNACH
EMPLOYEE RELATIONS REPRESENTATIVE

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1984-85 SALARY SCHEDULE

PROCESSING DATE 08/20/84

WESTERN COUNCIL OF ENGINEERS

.... EMPLOYEE CLASSIFICATION CODE TITLE	REP UNIT SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES				
		STEP A	STEP B	STEP C	STEP D	STEP E
11015 ASSOC ARCHITECT	11	2,795.52 1,290.24 16.128	2,935.23 1,354.72 16.934	3,082.04 1,422.48 17.781	3,236.13 1,493.60 18.670	3,398.03 1,568.32 19.604
11012 ASSOC ENGINEER	11	2,795.52 1,290.24 16.128	2,935.23 1,354.72 16.934	3,082.04 1,422.48 17.781	3,236.13 1,493.60 18.670	3,398.03 1,568.32 19.604
11014 ASST ARCHITECT	11	2,303.25 1,063.04 13.288	2,418.35 1,116.16 13.952	2,539.33 1,172.00 14.650	2,666.21 1,230.56 15.382	2,799.51 1,292.08 16.151
11011 ASST ENGINEER	11	2,303.25 1,063.04 13.288	2,418.35 1,116.16 13.952	2,539.33 1,172.00 14.650	2,666.21 1,230.56 15.382	2,799.51 1,292.08 16.151
11017 ASST LANDSCAPE ARCH	11	2,062.32 951.84 11.898	2,165.45 999.44 12.493	2,273.79 1,049.44 13.118	2,387.49 1,101.92 13.774	2,506.92 1,157.04 14.463
11013 JR ARCHITECT	11	1,886.12 871.44 10.893	1,982.59 915.04 11.438	2,081.73 960.80 12.010	2,185.91 1,008.88 12.611	2,295.28 1,059.36 13.242
11010 JR ENGINEER	11	1,886.12 871.44 10.893	1,982.59 915.04 11.438	2,081.73 960.80 12.010	2,185.91 1,008.88 12.611	2,295.28 1,059.36 13.242
11016 LANDSCAPE ARCH	11	2,532.75 1,168.96 14.612	2,659.45 1,227.44 15.343	2,792.40 1,288.80 16.110	2,931.93 1,353.20 16.915	3,078.57 1,420.88 17.761