

October 9, 2015

Laura Trapp  
Stationary Engineers, Local 39  
1620 North Market Boulevard  
Sacramento, CA 95834

RE: Agreement Regarding Permanent Intermittent Appointments

Dear Laura:

This is to confirm the agreement reached between the City of Sacramento (City) and the Stationary Engineers, Local 39 (Local 39) regarding amendments to the existing Memorandum of Understanding (MOU) between the parties covering employees in the Miscellaneous Unit. The parties have agreed to amend the existing MOU.

Specifically, the agreement is as follows:

1. Article 22 of the MOU is amended to add a new Section as follows:

22.20 PERMANENT INTERMITTENT APPOINTMENTS (RECREATION DIVISION ONLY)

a. A Civil Service permanent intermittent position or appointment is one in which the employee works sporadically or for a consistently fluctuating number of hours in the work week. The number of hours and schedule of work for permanent intermittent positions shall be determined based upon the operational needs of each program.

b. Each program will provide permanent intermittent employees with as much advance notice of their work schedule as is reasonably possible, but will not be less than fourteen (14) calendar days.

c. The Department of Human Resources will provide notice to each permanent intermittent employee when the employee becomes eligible for health, dental and vision benefits.

d. A permanent intermittent employee will become eligible for leave accruals as indicated in Article 12 of the Memorandum of Understanding.

e. Permanent Intermittent appointments are limited to the Recreation Division of the Parks and Recreation Department.

f. The Union will receive quarterly notifications of employees' status including how many and which employees are Permanent Intermittent, Non-Career and Career.

g. Temporary Layoffs

- (1) Permanent intermittent employees are subject to temporary layoffs that will typically coincide with the lack of work during an off season or due to reductions in programs, centers or school activities.
- (2) When the department determines that temporary layoffs are necessary, the department will consider those employees in the affected classification(s) who volunteer for layoff first. Employees that volunteer for layoff will be laid off beginning with the employee(s) with the most classification seniority. If there are no volunteers, temporary layoffs shall be made in reverse classification seniority order within the Division or program with the least senior employee in each classification being laid off first. If classification seniority is tied, City service seniority shall be the determining factor.
- (3) Employees shall be given a minimum of thirty (30) calendar days advance notice of a temporary layoff pursuant to this Article. The layoff notice shall include the anticipated date of return from layoff.
- (4) An employee on layoff who does not return on the scheduled return date either by reporting to work as directed, or requesting and being granted a different reporting date, shall be deemed to have resigned from his/her position.

h. Seniority shall be calculated pursuant to Article 15.2(b).

i. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance to the Memorandum of Understanding, the Rules and Regulations of the Civil Service Board, and the City Charter.

2. This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Departments or the City of Sacramento except as expressly stated herein.

3. This agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,



Barbara A. Dillon  
Interim Director of Human Resources

AGREED TO:



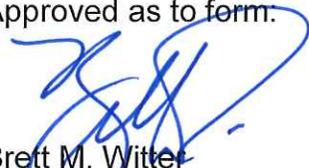
Steve Crouch  
Director of Public Employees, Local 39

AGREED TO:



Laura Trapp  
Business Representative, Local 39

Approved as to form.



Brett M. Witter  
Supervising Deputy City Attorney