

*City of*  
**SACRAMENTO**

---

and

**Plumbers and Pipefitters,  
Local 447**

**Labor Agreement**

**Covering Employees  
In The Water and Sewer Unit**

*2017-2019*



TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 – RECOGNITION.....	1
1.1 RECOGNITION.....	1
ARTICLE 2 – SOLE AGREEMENT .....	2
2.1 SOLE AGREEMENT .....	2
ARTICLE 3 – CITY RIGHTS .....	2
3.1 CITY RIGHTS.....	2
ARTICLE 4 – UNION RIGHTS .....	2
4.1 PAYROLL DEDUCTIONS.....	2
4.2 AGENCY SHOP.....	3
ARTICLE 5 – GRIEVANCE PROCEDURE .....	6
5.1 PURPOSE.....	6
5.2 DEFINITIONS.....	6
5.3 STEP ONE .....	6
5.4 STEP TWO.....	7
5.5 STEP THREE.....	7
5.6 ARBITRATION .....	7
5.7 WITNESSES .....	8
ARTICLE 6 – SALARY ADJUSTMENTS.....	8
6.1 SALARY RANGE .....	8
6.2 SALARIES.....	8
ARTICLE 7 – WATER AND SEWER INCENTIVE PROGRAM.....	9
7.1 CRANE/BACKHOE CERTIFICATION .....	9
ARTICLE 8 – SALARY ADMINISTRATION.....	9
8.1 ORIGINAL APPOINTMENT COMPENSATION RATE .....	9
8.2 ADVANCEMENT IN RATE OF COMPENSATION.....	9
8.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION.....	11
8.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION.....	11
8.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE.....	11
8.6 RATES HIGHER THAN STEP TOP STEP (Y-RATE) .....	12
8.7 LONGEVITY PAY .....	12
ARTICLE 9 – HEALTH AND WELFARE .....	12
9.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES .....	12
9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES .....	13
9.3 AMOUNT OF CONTRIBUTION .....	13
9.4 COVERED DEPENDENTS.....	14

9.5	CASH-BACK LIMITS.....	15
9.6	LIFE INSURANCE .....	15
9.7	FLEXIBLE SPENDING ACCOUNTS .....	15
9.8	RETIREE HEALTH SAVINGS ACCOUNT .....	15
9.9	RETIREES OR SURVIVOR DEPENDENTS .....	16
ARTICLE 10 – LEAVES .....		18
10.1	RECOGNIZED HOLIDAYS .....	18
10.2	VACATION ADMINISTRATION .....	21
10.3	SICK LEAVE .....	22
10.4	PARENTAL LEAVE.....	24
10.5	CATASTROPHIC LEAVE PLAN .....	25
10.6	COURT LEAVE .....	26
10.7	PERSONAL LEAVE .....	27
10.8	BEREAVEMENT LEAVE .....	27
ARTICLE 11 – SPECIAL ALLOWANCES .....		27
11.1	STANDBY ASSIGNMENTS.....	27
11.2	CALL BACK.....	28
11.3	TEMPORARY WORK IN A HIGHER CLASSIFICATION .....	28
11.4	SHIFT DIFFERENTIAL .....	29
11.5	TUITION REIMBURSEMENT .....	29
11.6	EMERGENCY RESPONSE .....	29
ARTICLE 12 – WORKWEEK/OVERTIME .....		30
12.1	WORKWEEK/OVERTIME.....	30
12.2	PREMIUM PAY CALCULATION.....	32
12.3	VOLUNTARY WORK FURLOUGH PROGRAM .....	32
ARTICLE 13 – SAFETY SHOES, SAFETY GLASSES, AND UNIFORMS .....		33
13.1	SAFETY SHOES.....	33
13.2	SAFETY GLASSES .....	33
13.3	DAMAGE TO PRESCRIPTION SAFETY GLASSES.....	33
13.4	SAFETY JACKETS .....	34
13.5	UNIFORMS .....	34
ARTICLE 14 – LAYOFF .....		34
14.1	PURPOSE.....	34
14.2	DEFINITIONS.....	34
14.3	PROCEDURE .....	36
14.4	NOTICE OF LAYOFF.....	36
14.5	SALARY IN EVENT OF DOWNGRADE .....	37
14.6	FRINGE BENEFITS .....	37
14.7	RECALL .....	37
14.8	ALTERNATIVE LAYOFF REOPENER .....	38
ARTICLE 15 – TRANSPORTATION .....		39
15.1	TRANSPORTATION.....	39
15.2	DRIVER LICENSE REQUIREMENTS .....	39
ARTICLE 16 – MISCELLANEOUS.....		40

16.1	SELECTION OF VACANCIES .....	40
16.2	NEW OR REVISED JOB CLASSIFICATION.....	40
16.3	NEW EMPLOYEE ORIENTATION .....	41
16.4	NEW EMPLOYEE INFORMATION.....	41
16.5	TRIAL PERIOD .....	41
16.6	NO STRIKE OR LOCKOUT .....	42
16.7	SEPARABILITY.....	42
16.8	LETTERS OF REPRIMAND .....	42
16.9	WITHDRAWAL OF DISCIPLINARY APPEAL .....	42
16.10	REQUIRED LICENSES AND CERTIFICATIONS.....	43
16.11	EMPLOYEE PERFORMANCE EVALUATIONS.....	43
16.12	UTILITIES OPERATIONS AND MAINTENANCE SPECIALIST CLASSIFICATION .....	43
16.13	PAYROLL ERRORS .....	44
16.14	PERS RETIREMENT PLAN.....	44
16.15	MODIFIED/ALTERNATIVE DUTY POLICY .....	45
16.16	PROBATIONARY PERIOD .....	45
16.17	USE OF VOLUNTEERS .....	45
16.18	ZONAR OR OTHER GLOBAL POSITIONING SYSTEMS (GPS) .....	46
16.19	TERM .....	46
Exhibit A – Continuing Letter of Understanding .....		48

## **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 1 – RECOGNITION**

### **1.1 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.

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

- Assistant Water Cross-Connection Control Specialist
- Utilities Locator
- Utilities Operations and Maintenance Leadworker
- Utilities Operations and Maintenance Serviceworker
- Utilities Operations and Maintenance Serviceworker (Apprentice)
- Water Cross-Connection Control Specialist

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

## **ARTICLE 2 – SOLE AGREEMENT**

### **2.1 SOLE AGREEMENT**

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

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 3 – CITY RIGHTS**

### **3.1 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 4 – UNION RIGHTS**

### **4.1 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:

a. Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City.

b. 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.

c. 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.

d. The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance sponsored by the Union.

e. 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 (1) 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 will be a member of the Union or pay an agency shop fee to the Union in an amount determined as set forth in Section 4 below.
- (2) No employee will be required to pay the service fee during the first sixty (60) calendar days of employment.
- (3) The provisions of this Section will remain in effect during its term and any mutually agreed upon extension of that term.

##### b. Service Fee

The service fee required in subsection (a) above, will be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amount, the Union will 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 will be directed solely to the Union, and the City will 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, will not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee will 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 will be required to submit to the Union, proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees will choose from the following three (3) organizations:

March of Dimes  
United Way  
Firefighter Burn Institute

Employees claiming a religious exemption will 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 the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union will keep an adequate itemized record of its financial transactions and will 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, will instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union will 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 will 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 will 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 will be forthwith deemed amended to comply with the change of decision in question.

g. Discipline Procedure

No employee will be terminated under this Section unless:

- (1) The Union has first 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 to 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 Section 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 will be terminated under this Section.

h. Duty of Fair Representation

The Union will 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 will 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 Section will have all rights specified in Government Code Section 3502.5(b).

## ARTICLE 5 – GRIEVANCE PROCEDURE

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

### 5.1 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. 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.

b. The purposes of this procedure are:

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

### 5.2 DEFINITIONS

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

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

### 5.3 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 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/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. The 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.

#### 5.4 STEP TWO

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

#### 5.5 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.

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

h. 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.

## 5.7 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 SALARY RANGE

a. Upon implementation of a 15-salary step system with all units in Local 39, items (b) and (c), below, will be implemented.

b. Employees with an original hire date prior to November 15, 2014, and for the remainder of their continuous employment with the City, shall remain on the eight (8) step salary schedule with five percent (5%) between steps.

c. Employees with an original hire date on or after November 15, 2014, and for the remainder of their continuous employment with the City, shall have a fifteen (15) step salary schedule with two and one-half percent (2-1/2%) between steps.

### 6.2 SALARIES

a. Effective December 9, 2017, all salary ranges shall be increased by two percent (2%).

b. Effective the first full pay period after Council approval of this agreement, all career full-time employees, covered under this agreement, who were on active payroll with the City on December 9, 2017, shall receive a one-time payment of \$1275.

c. Effective December 8, 2018, all salary ranges shall be increased by two percent (2%).

## **ARTICLE 7 – WATER AND SEWER INCENTIVE PROGRAM**

### **7.1 CRANE/BACKHOE CERTIFICATION**

Serviceworkers will receive five percent (5%) incentive pay when operating a crane that requires certification from the State of California, or when operating a backhoe.

## **ARTICLE 8 – SALARY ADMINISTRATION**

### **8.1 ORIGINAL APPOINTMENT COMPENSATION RATE**

The rate of compensation upon original 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.

### **8.2 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.

### 8.3 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.

### 8.4 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.

### 8.5 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. Employees recalled, reinstated or reemployed shall maintain the salary range based on their original date of hire, and the period of time separated from City service shall not be included in the calculation of the anniversary date for future in-grade salary adjustments.

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.

#### 8.6 RATES HIGHER THAN STEP 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, the employee shall be permitted to advance to the maximum step of the original range.

#### 8.7 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in [Section 108 of the City Charter](#). The amount to be paid annually on the second check in July after twenty (20) years of City service shall be one hundred dollars (\$100), and after twenty-five (25) years of City service, an additional two hundred dollars (\$200), for a total of three hundred dollars (\$300).

### ARTICLE 9 – HEALTH AND WELFARE

#### 9.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

a. The City shall administer a Cafeteria Plan benefits program for employees consistent with Internal Revenue Code Section 125.

b. The details of Plan eligibility and operational requirements are set forth in Plan documents. The City shall provide one-half (1/2) of the appropriate health and welfare contribution on each of the first two (2) paydays in a calendar month. Eligible employees shall receive the City contribution for each pay period in which the employee is paid for twenty (20) or more hours of salary. Employees who are paid less than twenty (20) hours salary per pay period may continue elected coverage limited to the City's medical, dental, vision, disability 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.

## 9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City shall 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 authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the health and welfare contribution for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not receive benefits under this Section.

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

## 9.3 AMOUNT OF CONTRIBUTION

### a. Employees Enrolled in an Account-Based Health Plan (ABHP)

- (1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).
- (2) To the extent the premium for the ABHP is less than the City contributions outlined in (b), below, the employee may elect to either have the excess credited to his/her HSA to the extent allowed by law, or to receive the balance in cash.
- (3) Career employees who enroll for the first time in an ABHP no later than December 31, 2014, shall have an HSA credited with a one-time City contribution of \$2,000 on or before January 31, 2015. This provision applies to employees who have never received the City contribution of \$2,000.

b. City Contributions

(1) Employee Only

Effective December 9, 2017, full-time employees enrolled in a City sponsored health plan for employee only, shall receive \$747 per month.

(2) Employee Plus One Dependent

Effective December 9, 2017, full-time employees enrolled in a City-sponsored health plan for employee plus one (1) dependent, shall receive \$1,193 per month.

(3) Employee Plus Two or More Dependents

Effective December 9, 2017, full-time employees enrolled in a City-sponsored health plan for employee plus two (2) dependents, shall receive \$1,587 per month.

c. Employees not enrolled in a City-Sponsored medical plan shall receive up to \$747 per month to purchase City-Sponsored dental and vision coverage.

d. Part-time employees shall be prorated as indicated in 9.2(a).

e. Employees who are eligible to receive the City contribution who do not provide proof of other group medical coverage or do not enroll in City medical coverage within thirty (30) days of being eligible for the City's contribution shall be enrolled in the lowest cost traditional HMO medical plan for employee only coverage.

f. Employees shall not receive any unused portion of the City contribution as cash.

#### 9.4 COVERED DEPENDENTS

a. An employee who has a domestic partner, and has a notarized City provided "Declaration & Understanding of Partnership Status for City of Sacramento Employee Health Benefits" dated on or before January 23, 2018, may cover the domestic partner under the employee's City-sponsored medical, dental, or vision 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. An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children, under the employee's City sponsored medical, dental or vision plan. Employees with registered State of California domestic partners shall receive the City contribution as specified in Section 9.3.

c. The following eligible dependents qualify to be enrolled on a City medical, dental, or vision plan: lawfully married spouse or registered domestic partner; children up to age 26 who are an employee's natural child, stepchild, adopted child, or the natural or adopted child of an employee's spouse or registered domestic partner; children up to age 26 who are placed under the legal guardianship of an employee, the employee's spouse, or employee's registered domestic partner; children up to the age of 26 in which the City has received notice of a Qualified Domestic Relations Order of required coverage; and disabled unmarried children over the age of 26 who reside with the employee. The definition of dependent child for purposes of medical insurance shall also be in accordance with the Patient Protection and Affordable Care Act (PPACA).

#### 9.5 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 9.2(a).

b. New employees or employees who are not receiving the cash-back prior to December 1, 2014, shall not be eligible for the cash-back option.

c. Employees transferring to classifications covered by this Agreement who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

#### 9.6 LIFE INSURANCE

The City provides basic life insurance in an amount of \$10,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in Section 9.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of \$40,000 City-sponsored term life insurance.

#### 9.7 FLEXIBLE SPENDING ACCOUNTS

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

- a. Out-of-pocket costs for City-sponsored health, dental, and vision insurance plans;
- b. Unreimbursed health care expenses; and
- c. Dependent care reimbursement.

The City shall provide a summary of IRS rules on flexible spending limits during each open enrollment to employees.

#### 9.8 RETIREE HEALTH SAVINGS ACCOUNT

Employees shall contribute ten dollars (\$10) per pay period, which shall be on a pre-tax basis to the extent allowed by law. The plan shall allow both City contributions as well as mandatory pre-tax employee contributions; however, there shall be no City contributions to the RHSA.

## 9.9 RETIREES OR SURVIVOR DEPENDENTS

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

a. The maximum City contribution towards the purchase of medical, dental, or vision insurance for retirees is \$300 per month for the retiree. A retiree with one (1) or more dependent(s) enrolled on the retiree's medical plan shall receive an additional \$65 per month, for a total maximum monthly contribution of \$365. Retirees shall not receive any unused portion of the City contribution as cash.

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

- (1) Except as provided below, to be eligible for the City's retiree insurance contribution, 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 fifty (50).
- (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution and dental benefit 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 a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection 9.9(a) above.
  - (b) Employees who retire with a minimum fifteen (15) full years of City service but less than twenty (20) full years of City service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection 9.9(a) above.
  - (c) Employees with a minimum of twenty (20) full years of City service shall be eligible for up to one hundred percent (100%)

of the City's maximum health insurance contribution identified in subsection 9.9(a) above.

- (4) There shall be no City retiree insurance contribution or dental benefit for retirees with less than ten (10) full years of City service.
- (5) An employee who does not retire from the Sacramento City Employee Retirement System (SCERS) or the California Public Employee Retirement System (CalPERS) within one-hundred twenty (120) days form the date of separation from City service shall not be eligible for the City retiree insurance contribution and may not enroll in a City medical, dental, or vision plan.

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, and before December 9, 2017, 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 9.9(a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's health insurance contribution as identified in subsection 9.9(a) above.
- (3) Retirees must be at least fifty (50) years of age.
- (4) There is no eligibility for retiree 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 9.9(b)(1) above.

d. Pre-Medicare Eligible Retirees

Retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored health plan or purchase an individual plan. A retiree who elects to purchase a health plan not sponsored by the City shall be eligible to reenroll in a City-sponsored health plan within two (2) years of waiving City coverage.

e. Medicare Eligible Retirees

Upon achieving eligibility for Medicare benefits, retirees and their dependent(s) shall not be allowed to participate in any City-sponsored health plan.

f. Retiree Insurance Contribution Exclusion

Retirees who participate in another group health plan as an employee or dependent spouse shall not be eligible for the City contribution outlined above.

g. Industrial Disability or Death in Line of Duty Survivors

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

h. Survivor Dependents Benefits

Survivor dependents of eligible retirees shall continue to receive the retiree insurance contribution of up to \$300 for the survivor only or up to \$365 for the survivor and eligible dependents(s).

Eligible dependent as used in this Section, is defined as a dependent who was eligible to be enrolled on the retiree's benefit plan at the time of the retiree's death.

i. Limitation Clause

No employee or retiree shall have any rights provided by this Section 9.9 after June 21, 2019.

j. Elimination of Retiree or Survivors Dependents Benefits for Employees Hired After November 15, 2014

No employee hired after November 15, 2014, shall be eligible for any of the benefits provided in Section 9.9. Employees transferring to classifications covered by this Agreement after November 15, 2014, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer.

**ARTICLE 10 – LEAVES**

10.1 RECOGNIZED HOLIDAYS

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

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez'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. Eligibility

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

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

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

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

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

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

f. Accrual of Leaves Over 24 Pay Periods



The accrual of leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Leave accrual rates for each pay period in which accrual occurs shall be as specified in Sections 10.1(g), 10.2, and 10.3 below.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee hired on or before October 27, 1995, 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 on the budgeted authorized position (BAP) for which the employee fills at the rate of fifty percent (50%) for employees who are working in a .5 BAP up to .79 BAP and at the rate of one hundred percent (100%) for employees who are in a .8 and higher BAP. The City shall review quarterly the hours actually worked and compare those hours to the BAP assigned to an employee. Adjustments to the assigned BAP shall be made to reflect the hours actually worked during the prior quarter. The new BAP shall form the basis of the accrual of floating holiday credit for the employee for the next quarter. Employees with an assigned BAP less than .5 shall not accrue floating holiday credit.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.
- (b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

- (c) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

h. 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 scheduled vacation, with the approval of the Department Head.

10.2 VACATION ADMINISTRATION

a. Vacation Leave Accrual

- (1) Employees earning eighty (80) hours each year shall accrue three (3) hours, twenty (20) minutes each pay period.
- (2) Employees earning one hundred twenty (120) hours each year shall accrue five (5) hours each pay period.
- (3) Employees earning one hundred sixty (160) hours each year shall accrue six (6) hours, forty (40) minutes each pay period.
- (4) The City and the Union will create a committee to meet and confer, beginning no later than December 31, 2015, to create an annual leave program to replace current accrued leave, excluding CTO.

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 partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. 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. This provision also applies to any accrued leave with the exception as noted in 10.3, Sick Leave.

c. Vacation Scheduling for Career Employees

The time at which the employee shall be granted a vacation is at the approval of the Department Head in accordance with a policy and procedure developed by the Department. 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 the Department shall open to bid vacation scheduling during the month of November each year. The department shall determine the number of days/hours bid on each rotation. Classification seniority shall govern where more than one (1) employee bids for the same period in the same round. In case of a tie related to classification seniority, the employee with the greatest amount of continuous City service shall be senior.

d. Vacation Scheduling for Non-Career Employees

Non-career employees shall be eligible to request vacation after career employees have done so. Non-career employees shall bid for vacation on the basis of seniority in the same manner as set forth above.

### 10.3 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. In accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the employee's accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. 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 may 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 (480 hours) 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 December 1 of each year.

b. Sick Leave Cash-out/Conversion to PERS Service Credit

(1) PERS

- (a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit upon separation as follows:

- (i) Eligible employees (or those entitled by law to the possession of the estate of a deceased employee) may 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

- (ii) In the alternative, eligible employees may convert any or all of their total sick leave credits accrued as of the date of their retirement pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment equal to thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.

- (b) PERS members hired on or after January 1, 2005, shall not be eligible for sick leave cash-out, regardless of years of service, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment for retirement.

- (c) 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.

(2) SCERS

Upon termination of any employee eligible to accumulate sick leave credits for reasons of retirement, resignation, or layoff after service for a period of not less than two (2) years, 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. No employee, whose services are

terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of two (2) years' service, shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

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

d. 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.

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.

#### 10.4 PARENTAL LEAVE

a. Effective June 27, 1992, the current Pregnancy Disability Leave Policy for female employees shall be replaced by a parental leave policy for both male and female employees with the following provisions:

- (1) Full-time career employees shall be eligible for a maximum City-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week parental leave. Unused parental leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid parental leave.
- (2) To be eligible for the paid leave an employee hired on or before October 27, 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 October 28, 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.

#### 10.5 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.

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. 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.

g. 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.

h. 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.

i. 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.

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

## 10.6 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.

## 10.7 PERSONAL LEAVE

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

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

## 10.8 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

# **ARTICLE 11 – SPECIAL ALLOWANCES**

## 11.1 STANDBY ASSIGNMENTS

a. Employees required to be on standby assignment for emergency work shall be paid at the rate of \$210 per week or the daily pro rata rate in addition to his/her regular compensation.

b. An employee who has completed his/her regular shift and has left the premises and is called back to work from his/her home shall receive a minimum of two



(2) hours pay, or actual hours worked, whichever is greater, at the overtime rate of one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

c. With the exception of sick leave, employees may use any type of authorized leave, including, but not limited to, vacation; CTO; holiday credit; etc., during their standby assignment so long as they remain available for their standby assignment. An employee utilizing sick leave who is unable to work due to a personal illness, shall not receive standby pay for the day(s) out sick. Employees who fall ill after hours while they are on standby, shall notify the Standby Supervisor who will find a replacement for the day(s) the employee is out sick. The standby assignment may resume when the employee returns to work.

d. Employees who are on standby assignment on Christmas Day, New Year's Day, Thanksgiving Day and July 4, holidays, shall receive twelve (12) hours holiday credit.

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

f. Standby assignments will be staffed first from a voluntary sign-up list which will include all classifications within Field Services. If there are not enough volunteers to adequately staff standby assignments within a Section of the Field Services Division, all classifications within the Section where there are no volunteers shall be assigned standby on a rotational basis, in accordance with classification seniority, beginning with the Utilities Operations and Maintenance Serviceworker or Utilities Operations and Maintenance Leadworker with the least classification seniority who has passed probation as a Utilities Operations and Maintenance Serviceworker. The rotational standby assignments shall continue until such time as there again are volunteers within the affected Section.

## 11.2 CALL BACK

When an employee is called to report to work prior to the start of his/her next regularly scheduled shift, the employee shall be compensated at two (2) hour minimum, or for actual hours worked, whichever is greater, at the overtime rate of one and one-half (1-1/2) times their regular rate of pay.

An employee shall only receive the callback minimum for the first callback in 24-hour period and each subsequent callback shall be compensated in accordance with Article 12-Workweek/Overtime. Callback pay is not applicable to scheduled overtime or as an extension of an employee's regular shift.

## 11.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those cases where, in the judgment 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-classification assignment, by the payment of five percent (5%) above the employee's

base rate of pay, or Step 1 of the higher classification, whichever is greater, but not to exceed the top step of the higher classification, for the duration of the higher class assignment.

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.

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

#### 11.4 SHIFT DIFFERENTIAL

a. Employees who work five-eighths (5/8) or more of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall receive for the entire shift a night-shift differential of five percent (5%) in addition to their regular wage. Employees who work less than five-eighths (5/8) of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m. shall receive for those hours worked (to the nearest one-half hour) within this period, a night-shift differential of five percent (5%) in addition to their regular wage.

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

#### 11.5 TUITION REIMBURSEMENT

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

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

#### 11.6 EMERGENCY RESPONSE

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

b. An employee's work hours may be flexed with mutual agreement of the employee and supervisor.

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

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

## ARTICLE 12 – WORKWEEK/OVERTIME

### 12.1 WORKWEEK/OVERTIME

a. Workweek

The normal workweek for employees covered by this Agreement shall be Monday through Friday consisting of forty (40) working hours. The City may establish a workweek schedule consisting of forty (40) hours in increments of four ten (10) hour workdays or five eight (8) hour workdays, or a 9-80 workweek schedule consisting of four nine (9) hour workdays, four nine (9) hour workdays, and one eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the Union thirty (30) days in advance of implementation of the four ten (10) workweek or 9-80 workweek schedule.

b. Shift Schedules

- (1) **Day shift:** shall start work between 7:00 a.m. and 8:00 a.m. and shall consist of an eight and one-half (8-1/2) consecutive hour period less thirty (30) minutes for an unpaid meal period.
- (2) **Swing shift:** shall start work between 3:30 p.m. and 4:30 p.m. and shall consist of an eight and one-half (8-1/2) consecutive hour period less thirty (30) minutes for an unpaid meal period.
- (3) **Graveyard shift:** shall start work between 12:00 a.m. and 1:00 a.m. and shall consist of an eight and one-half (8-1/2) consecutive hour period less thirty (30) minutes for an unpaid meal period.
- (4) Employees shall be provided a minimum of a thirty (30) calendar days' notice when permanently moving from day shift to swing shift or graveyard shift.

- (5) These shift schedules do not apply to non-career employees

c. Shift Assignments

- (1) Shift assignments will be made from a voluntary sign-up of qualified employees by classification. If all of the volunteers are qualified, the selection to the shift shall be by greatest classification seniority. If there are not sufficient qualified employees who volunteer, the least senior qualified employee by classification shall be assigned to the shift. The Division Manager or designee shall determine whether an employee is qualified under this paragraph.
- (2) Employees shall be given at least five (5) workdays' notice prior to a change in their assigned workdays or shift. The notice requirement shall not apply to emergency assignments, declared by the department head or designee, or changes as a result of absences by other employees. If an employee's workdays or shift are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new work schedule. A shift change shall not be used to avoid the payment overtime. This paragraph does not apply to non-career employees.
- (3) An employee's shift assignment shall be defined as the shift the employee's workweek began on and the employee shall remain on the same shift for five (5) consecutive standard work-days, unless the shift is changed in accordance with 12.1(c)(2). This paragraph does not apply to non-career employees.

d. Swing and Graveyard Assignments

To be eligible for these shifts:

- (1) Employees in the Utilities Operations and Maintenance Serviceworker classification must successfully complete his/her initial probationary period.
- (2) Employees on probation as a Utilities Operations and Maintenance Leadworker can apply for swing shift assignment while on probation only with the approval of the Superintendent or designee.
- (3) There shall be no rotation of employees assigned to swing shift.
- (4) Employees shall be provided a minimum of a thirty (30) calendar day notice when moving from the day shift to the swing shift.

e. Overtime/Compensating Time Off (CTO)

- (1) Employees required to work in excess of forty (40) hours in a single workweek, or on a recognized holiday, shall be compensated at one

and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

- (2) Overtime compensation shall be paid by cash payment or with CTO as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee.
- (3) Employees may accrue up to one hundred and twenty (120) hours of CTO. In the event of an emergency declared by the City Manager, the one hundred and twenty (120) hour maximum may be extended up to forty (40) hours. 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.

f. Lunch Break Overtime

When an employee is assigned by his/her supervisor to remain on duty through his/her lunch break he/she shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay providing the employee is required to work in excess of a normal workday. A lunch period is not work time if an employee is completely free from duties during the lunch break.

## 12.2 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:

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

## 12.3 VOLUNTARY WORK FURLOUGH PROGRAM

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

## **ARTICLE 13 – SAFETY SHOES, SAFETY GLASSES, AND UNIFORMS**

### **13.1 SAFETY SHOES**

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of \$200 per pair, or up to a maximum of \$250 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 superintendent before purchasing safety shoes and must submit the receipt to the superintendent to verify the cost and substantiate the reimbursement.

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

c. During the term of this Agreement, the City shall have the right to establish and enter into a contract with a safety shoe vendor to provide safety shoes to employees. Once the vendor has been established, the City shall eliminate the reimbursement as required by this Section.

### **13.2 SAFETY GLASSES**

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

b. Employees are free to purchase non-prescription or prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of \$150 per pair of glasses.

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

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

### **13.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES**

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

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

#### 13.4 SAFETY JACKETS

a. The City will provide one (1) ANSI Class 2 “Thinline” safety jacket for each employee.

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

#### 13.5 UNIFORMS

a. All employees covered by this Agreement and required by the City to wear a uniform shall have a clean uniform provided five days a week (5-5-1), at no cost to the employee.

b. The value of the uniforms provided by the City shall be reported as compensation at the rate of five dollars (\$5.00) bi-weekly to the Public Employees Retirement System (PERS).

c. All employees who are provided with a uniform shall meet Department dress and grooming standards and adhere to the uniform policy of the division and/or Department.

### 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 or lack of budgeted funds.

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. For classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and

provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series.

- (2) 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 Representation Unit.
- (3) City Service Seniority: City service seniority shall be defined as the effective date of probationary appointment to the employee's first permanent career position.
- (4) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (5) Termination of Seniority: Termination of classification seniority, unit seniority, and City service seniority shall occur upon:
  - (a) Resignation.
  - (b) Discharge.
  - (c) Retirement.
  - (d) Layoff in excess of five (5) consecutive years out of the City service.
  - (e) Failure to comply, report, or respond to a recall notice within seventeen (17) calendar days from the date of postmark on the recall notice.

c. Downgrade: A downgrade shall be defined as a change in job classification within a regression ladder 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. The regression ladder for the Water and Sewer Unit is set forth below:

- (1) Utilities Operations and Maintenance Leadworker  
Utilities Operations and Maintenance Serviceworker  
Utilities Field Services Serviceworker (Apprentice)
- (2) Water Cross-Connection Control Specialist  
Utilities Operations and Maintenance Leadworker  
Assistant Water Cross-Connection Control Specialist  
Utilities Operations and Maintenance Serviceworker
- (3) Utilities Operations and Maintenance Leadworker  
Utilities Locator  
Utilities Operations and Maintenance Serviceworker



d. 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.

### 14.3 PROCEDURE

a. 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.

b. 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.

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 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.

d. An employee may accept a layoff in lieu of a downgrade under Section 14.3(c) of this Article, by written notification to Labor 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.

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 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. 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 in the event of a tie, the senior employee shall be determined on the basis of highest drawn random number.

### 14.4 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.

#### 14.5 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid the top step 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.

b. 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 current 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 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 the 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. 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 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 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.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid-off/ downgraded employee. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail and the employee shall have 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 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)(2) of this Article.

d. 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.

#### 14.8 ALTERNATIVE LAYOFF REOPENER

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

b. 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.

c. 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 15 – TRANSPORTATION

### 15.1 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

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

b. Other Bus Transportation

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

### 15.2 DRIVER LICENSE REQUIREMENTS

a. As a condition of continued employment, each employee hired prior to July 13, 1991, shall possess a valid commercial California driver license and endorsements as follows:

<u>Classification</u>	<u>Required License</u>	<u>Endorsements</u>
Utilities Operations and Maintenance Leadworker	B(1)(2):MSA; A(1)(2):MSA	Tank Vehicle*
Utilities Operations and Maintenance Serviceworker	B(1)(2):MSA;	Tank Vehicle*

\*Mandatory for some assignments

(1) License must not have an air brake restriction

(2) License must not have an automatic transmission restriction

b. Employees appointed on or after July 13, 1991, shall be required, as a condition of continued employment, to possess a Class "B" license and endorsements, and in some assignments a Class "A" license and endorsements.

c. If there are insufficient numbers of employees who possess the required commercial license and/or endorsements when the commercial license and/or endorsements are mandatory for some assignments only, then the commercial license and/or endorsements shall be mandated as necessary for the designated assignments.

d. The City shall attempt to make reasonable accommodation for an employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license.

e. The current driver license requirements for all classifications not identified herein shall continue without change.

## **ARTICLE 16 – MISCELLANEOUS**

### **16.1 SELECTION OF VACANCIES**

a. 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 permanent status in that classification in which the vacancy arises may request to be reassigned to such vacancy. The Department Head shall give first consideration to those employees making such requests before considering any other persons for the vacancy. 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. Other considerations may be the employee's performance, attendance, seniority and disciplinary history.

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

### **16.2 NEW OR REVISED JOB CLASSIFICATION**

a. It is recognized that the establishment of new or revised job classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare

and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the Union, the fifteen (15) day period will be extended by an additional ten (10) days.

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

### 16.3 NEW EMPLOYEE ORIENTATION

Unless otherwise agreed in advance, Union Business Representatives, or their designees, shall be provided to fifteen (15) minutes to attend the City's regularly scheduled new-employee orientations so that they may provide information about the Union and labor agreement.

The new-employee orientation schedule, and the reserved fifteen (15) minutes of time for the Union's representative(s) to attend, shall be established by the City. The City shall make a reasonable effort to provide the Union with at least forty-eight (48) hours' notice of changes to the regular schedule.

### 16.4 NEW EMPLOYEE INFORMATION

At least every thirty (30) days, the City shall provide the Union with a list of employees who are employed in classification represented by the bargaining unit.

To the extent it is known, information shall include: name; classification date; job title; department; work, work, home, and personal cellular phone numbers; personal email address; and the home address of each employee.

### 16.5 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.

#### 16.6 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.

#### 16.7 SEPARABILITY

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.

#### 16.8 LETTERS OF REPRIMAND

a. A letter of reprimand 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. A letter of reprimand issued after October 28, 1995, 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.

c. A letter of reprimand issued prior to October 28, 1995, may be pulled at the request of the employee provided there was no additional formal discipline imposed within five (5) years from the date of issue.

d. Documented counselings will be withdrawn from an employee's department file eighteen (18) months from the date of issue provided there has not been formal discipline imposed during the eighteen-month period. Once removed, the documented counseling may not be used to enhance the subsequent discipline, but may be used to demonstrate that the employee is aware of the issue and/or for impeachment purposes.

#### 16.9 WITHDRAWAL OF DISCIPLINARY APPEAL

The employee or union may withdraw an appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee's mailing address as shown in the City's payroll system.

An employee who resigns or retires from City service with an outstanding disciplinary appeal is deemed to have withdrawn the appeal and waived any right to pursue the appeal.

#### 16.10 REQUIRED LICENSES AND CERTIFICATIONS

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

#### 16.11 EMPLOYEE PERFORMANCE EVALUATIONS

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

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

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

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

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

e. The performance evaluation shall be maintained in the personnel files of the employee's Department for three (3) years from the date of the evaluation was issued. Thereafter, it shall be removed and returned to the employee.

#### 16.12 UTILITIES OPERATIONS AND MAINTENANCE SPECIALIST CLASSIFICATION

a. Effective January 6, 2018, the Utilities Operations and Maintenance Specialist (Specialist) classification will be abolished and the employees holding the Specialist classification will be reallocated to Utilities Operations and Maintenance



Serviceworkers (Serviceworker). The Serviceworker job specification will be updated to incorporate appropriate duties. The employees in the Specialist classification shall be Y-rated in accordance with the Civil Service Board Rule 3.5(a).

b. Effective December 8, 2018, Human Resources will manually increase the salaries of employees who are Y-rated as a result of 16.12(a), to account for the salary increase provided in Article 6.2(c).

#### 16.13 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 usable 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.

Repayment schedules shall equal five percent (5%) of the overpayment or one hundred and fifty dollars (\$150) per pay period, whichever is greater, up to three thousand dollars (\$3000). An overpayment of greater than three thousand dollars (\$3000) shall automatically invoke a hardship review. In addition, employees may request a hardship review. Repayment amounts that equal less than one hundred and fifty dollars (\$150) shall be collected in one payment. 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.

#### 16.14 PERS RETIREMENT PLAN

- a. Member Contribution to PERS Retirement Plan – Classic Members

- (1) Classic members, as defined by PERS, shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.
- (2) All classic members shall pay eight percent (8%) of salary to the PERS retirement plan. The employee shall pay the seven percent (7%) employee contribution and an additional one percent (1%) contribution through PERS cost-share. The CalPERS cost share amendment was completed on July 11, 2015.
- (3) The City agrees to withhold the above contributions on a pre-tax basis to the extent allowable under State and federal law.

b. Member Contribution to PERS Retirement Plan – New Members

“New members” as defined by Public Employees’ Pension Reform Act (PEPRA) shall be members in the PERS on terms consistent with the PEPRA. New members shall qualify for the 2% at 62 benefit formula, shall contribute fifty percent (50%) of the total normal cost as required by PEPRA, and retirement shall be based upon the highest thirty-six (36) consecutive months of compensation.

c. Effective November 15, 2014, the Sacramento City Employees Retirement System one hundred dollars (\$100.00) monthly add-on shall be eliminated.

#### 16.15 MODIFIED/ALTERNATIVE DUTY POLICY

The City’s Modified/Alternative Duty Policy is applicable to employees who have been injured on-the-job.

#### 16.16 PROBATIONARY PERIOD

a. All bargaining unit employees hired on or after November 4, 2000, shall serve an initial probationary period of one year.

b. An employee serving a probationary period shall receive a minimum of four (4) written performance appraisals, based on evaluations conducted at six (6), eight (8), ten (10) and twelve (12) months of service. Evaluation shall be completed using a standardized evaluation form prescribed by the appointing authority.

c. The necessity for a written performance appraisal shall be eliminated if, at any point during the one-year probationary period, the appointing authority releases the employee during probation.

d. A probationary employee may be released from his/her position at the discretion of the appointing authority at any time during the one-year probationary period without right of appeal. Such release shall be confirmed in writing.

#### 16.17 USE OF VOLUNTEERS

Except as limited by law, the City shall retain the right to use volunteers and others without compensation to perform services at the discretion of the City.

#### 16.18 ZONAR OR OTHER GLOBAL POSITIONING SYSTEMS (GPS)

Zonar and other GPS devices will be used for purposes of improving departmental efficiencies to include, but not limited to, preserving City resources, preventing idle time, and employees being out of their assigned work areas. Zonar or GPS data shall not be used by the City as the only factor in gathering data for purposes of discipline. However, the data may be used to substantiate public complaints, support findings or confirm work performance issues for purposes of discipline.

#### 16.19 TERM

a. This Agreement shall remain in full force and effect from December 9, 2017, to and including June 21, 2019.

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

The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect during the term of this Agreement

DATED: January 23, 2018


PLUMBERS AND PIPEFITTERS,  
LOCAL #447

CITY OF SACRAMENTO

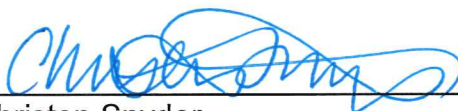
BY:   
\_\_\_\_\_  
Aaron Stockwell  
Business Manager

BY:   
\_\_\_\_\_  
Shelley Banks-Robinson  
Interim Director of Human Resources

  
\_\_\_\_\_  
Bob Taylor  
Business Agent/Chief Negotiator

  
\_\_\_\_\_  
Dawud Brewer  
Chief Negotiator


  
\_\_\_\_\_  
Kevin Guerra  
Negotiations Committee Member

  
\_\_\_\_\_  
Christen Snyder  
Labor Relations Analyst

  
\_\_\_\_\_  
Ty Wallis  
Negotiations Committee Member

  
\_\_\_\_\_  
Craig Robinson  
Negotiations Committee Member

  
\_\_\_\_\_  
Amos McCall  
Negotiations Committee Member

  
\_\_\_\_\_  
APPROVED AS TO FORM:  
Brett M. Witter  
Supervising Deputy City Attorney

  
\_\_\_\_\_  
Eddie Bier  
Negotiations Committee Member

## Exhibit A – Continuing Letter of Understanding



DEPARTMENT OF  
EMPLOYEE RELATIONS

CITY OF SACRAMENTO  
CALIFORNIA

926 J STREET  
ROOM 201  
SACRAMENTO, CA  
95814-2716

January 12, 1993

PH 916-264-5424  
FAX 916-448-3139

Mr. Harry Rotz, Business Manager  
Plumbers & Pipefitters, Local 447  
5841 Newman Court  
Sacramento, CA 95819

Re: Apprenticeship Program for Plumber

Dear Mr. Rotz:

This is to confirm the agreement reached regarding establishment of an apprenticeship program for the journey-level classification of Plumber. More specifically, we agreed as follows:

1. The length of the apprenticeship program will be for a period of five (5) years.
2. The Apprentice shall be the City's employee; therefore, the City will have sole discretion to hire and fire.
3. The Apprentice must actively participate in all phases of the apprenticeship program, as defined in the Apprentice Agreement, until its completion.
4. The City has the right to have a representative participate as an advisor in the Apprenticeship Committee for the Plumbing and Pipefitting Industry Sacramento-Yolo District.
5. The Coordinator of the Joint Apprenticeship Committee and the Apprentice's immediate supervisor shall have direct communication regarding the Apprentice in the following areas:
  - a. Grades, attendance, and progress in the educational aspects of the program; and
  - b. Attendance, failure to complete job assignments, and other deficiencies in job performance in the employment aspects of the program.

January 12, 1993  
Mr. Harry Rotz, Business Manager  
Plumbers & Pipefitters, Local 447  
Re: Apprenticeship Program for Plumber

6. The classification of Apprentice will have an exempt non-career status and will be placed in the Building Trades and Craft bargaining unit. The Apprentice will have no property right to employment and will serve at the pleasure of the City. Consequently, just cause will not be required for discipline and an apprentice will have no appeal right.
7. The current salary range for the Apprentice will be as follows:
  - a. Rate upon appointment: \$11.985 per hour (Step A)
  - b. After first six (6) months: 5% increase to \$12.584 per hour (Step B)
  - c. After first 18 months: 5% increase to \$13.213 per hour (Step C)
  - d. After first 30 months: 5% increase to \$13.874 per hour (Step D)
  - e. After first 42 months: 5% increase to \$14.568 per hour (Step E)
  - f. Upon successful completion apprenticeship program and appointment to Plumber Step A of Plumber; \$15.262 per hour
8. There is no guarantee of employment during or after completion of the Apprenticeship Program in that the City reserves its right under the labor agreement to lay off employees.
9. The Union agrees to change the apprenticeship agreement for any apprentice who is employed by the City of Sacramento to permit a service fee equivalent to regular Union dues in-lieu-of Union membership.
10. The City will not be required to pay to the Pipetrades Trust Fund for the cost of this Apprenticeship Program.

January 12, 1993  
Mr. Harry Rotz, Business Manager  
Plumbers & Pipefitters, Local 447  
Re: Apprenticeship Program for Plumber

If the above is your understanding of the Agreement reached, please sign as indicated below and return this letter to me. I have enclosed a copy of this letter with an original signature for your files.

Sincerely yours,



Dee Contreras  
Senior Employee Relations  
Representative

AGREED TO:



William Meehan, Business Manager  
Sacramento-Sierra's Building and  
Construction Trades Council

  
\_\_\_\_\_  
Harry Rotz, Business Manager  
Plumbers & Pipefitters, Local 447

cc: John Medina, Director of Public Works  
Frank Mugartegui, Director of General Services  
John Worcester, Personnel Services Manager