City of
SACRAMENTO

and

International Association of Machinists and Aerospace Workers, Local Lodge NO. 2182, District Lodge 190

Labor Agreement

Covering Employees In The Automotive/Equipment Mechanics Unit

2013-2017

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE NO. 2182, DISTRICT LODGE 190, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Automotive/Equipment Mechanics Unit, as defined in the City's Employer-Employee Relations Policy, and 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 authorized by law.

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

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Automotive/Equipment Mechanics Unit shall be covered by this Agreement except as hereinafter provided. Additionally, any career employee covered by this Agreement who accepts a temporary appointment to a classification outside this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining unit.

The following terms are defined as used throughout this Agreement:

Career Employees: Those employees having either probationary or permanent status in a classification covered by this Agreement.

Non-Career Employees: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who

therefore have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:

(+1,040): These non-career employees work, within one (1) year of each date of employment, in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

(-1,040): These non-career employees work, within one (1) year of each date of employment, 1,040 or less hours. Included in this category are all non-career employees who do not fall under the (+1,040) definition.

ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. This Agreement when signed by the parties hereto, and approved by the City Council, supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining, except as otherwise provided in this Agreement. 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.

c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive right, subject to and in accordance with applicable laws, the City Charter, Civil Service Board Rules and Regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, and its budget, organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift, or

tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – UNION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for (1) the normal and regular monthly Union membership dues and assessments, (2) the service fees for non-members as set forth in Section 4.2 of this Agreement, and (3) the insurance premiums for plans to which the City is not the contracting party open to members of the Union.

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

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.

(2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.

(3) Deductions and authorizations shall be separated by type of deduction (union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.

(4) Such deductions shall be made only upon submission to Benefits in the Department of Human Resources of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.

(5) The Union will be responsible for notifying Benefits of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized

representative of the Union certifying a change in dues, service fees, or insurance premiums.

(6) 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 or other programs sponsored by the Union.

(7) The City must approve any new payroll deductions for insurance premiums for plans to which the City is not the contracting party which are not being payroll deducted as of the effective date of this Agreement.

(8) The City will remit to the Union a check for all of the deductions.

4.2 UNION SECURITY

a. General

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 shall be a member of the Union or pay an agency shop service fee to the Union in an amount as determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the Union's uniformly applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the City shall not be a party to the dispute.

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 4.1. There is no obligation on the part of the City to provide payroll deductions 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 any public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

United Way
Firefighter Burn Institute
March of Dimes

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The Union shall promptly refund to the City any amounts paid to the Union in error under this Section.

The Union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an

employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

No employee shall be terminated under this Section unless:

(1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, specifying the current amount of the delinquency, and warning the employee that unless such service fee is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

> "The Union certifies that ___(employee's name)___ has failed to tender the agency shop service fee required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee.

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The Union shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the Union. The duty of fair representation shall include, but not be limited to, all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

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

4.3 UNION REPRESENTATIVES

a. The City recognizes that the Union has established Shop Stewards who shall consist of career City employees who are represented by the Union, to handle grievances pertaining to this Agreement. A current list of Shop Stewards shall be made available to the Director of Human Resources together with any changes thereto.

b. Stewards shall not conduct Union or representational activities, including grievance handling, on City time unless prior approval is expressly granted by City management.

c. The City shall grant, upon request, a leave of absence without pay for Union business if the request is made one (1) month in advance of the time requested off. The leave of absence without pay shall be limited to one career employee and one workweek per fiscal year.

4.4 BULLETIN BOARDS

a. Space shall be provided on City property, at locations mutually agreed upon, for Union bulletin boards for the posting of the following types of notices:

(1) Union recreational and social activities.

(2) Union elections.

(3) Union appointments and results of Union elections.

(4) Union meetings.

(5) Union Shop Sign.

b. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources. Bulletin boards are for the sole purpose of such notices as are listed above. The board size shall be three (3) feet by four (4) feet.

4.5 NEW OR REVISED JOB CLASSIFICATIONS

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 the proposed descriptions to the Union at least fifteen (15) calendar days prior to submission to the Civil Service Board.

b. The Union and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board.

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

d. After the classification is designated to a Unit represented by the Union, the City will negotiate with the Union the salary range for the new classification or for the revised classification, if there has been sufficient changes in the job duties and responsibilities, prior to submission to the City Council.

e. The City shall submit all job announcements for positions covered under this Agreement to the Union not less than five (5) days prior to publication by the City.

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.

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. 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 is based. With the consent of the City's third step grievance the thirty (30) day time limit for filing grievances may be extended.

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

d. As used in this procedure the term "party" means an employee, the Union, the City, or their authorized representatives.

e. 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 of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's 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. This first step answer shall include the following:

(1) A complete statement of the City's position and the facts upon which it is based.

(2) The remedy or correction which has been offered, if any.

5.4 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 grievances appealed to the third step. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after

the appeal to the third step of the grievance procedure. A written answer will be made within ten (10) standard workdays after the hearing stating the City's position.

5.6 ARBITRATION

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.

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

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

c. 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.

d. The fees of the arbitrator and the court reporter, if used, will be borne equally by the Union and the City.

e. 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.

f. 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.

g. 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 FISCAL YEAR 2016/17 SALARY INCREASE

Effective June 25, 2016, the salary ranges in terms of bi-weekly rates of pay for all classifications in the Automotive/Equipment Mechanics Unit shall be adjusted by three (3%). Those classifications are:

Equipment Body Mechanic I
Equipment Body Mechanic II
Equipment Body Mechanic III
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Serviceworker
Senior Equipment Service Worker
Fire Service Worker
Senior Fire Service Worker
Supervising Fire Service Worker
General Repair Worker
Vehicle Service Attendant
Vehicle Pool Serviceworker

6.2 SALARY RANGE

Employees shall be covered under the eight-step salary range consisting of Steps 1 through 8.

ARTICLE 7 – INCENTIVE PROGRAM

7.1 CLASSIFICATIONS ENTITLED TO INCENTIVE PAY

a. Equipment Mechanic I, II, & III and Equipment Serviceworker shall receive a $165 monthly incentive compensation in addition to their base salary if they possess a valid Advanced Emission Specialist Technician Certification for the State of California Department of Consumer Affairs.

b. Equipment Mechanic I, II, & III; Equipment Body Mechanic I, II, & III; Equipment Serviceworker; and Vehicle Service Attendant shall receive a $60 monthly incentive compensation in addition to their base salary if they possess a valid Undercar Specialist A4, A5, X1 certifications from the Bureau of Automotive Repair.

c. Equipment Mechanic I, II, & III; Equipment Body Mechanic I, II, & III; and Equipment Serviceworker shall receive a $100 monthly incentive compensation in addition to their base salary if they possess a valid Master Auto certification from Automotive Service Excellence (ASE).

d. Equipment Mechanic I, II, & III; Equipment Body Mechanic I, II, & III; and Equipment Serviceworker shall receive a $100 monthly incentive compensation in addition to their base salary if they possess a valid Master Truck certification from Automotive Service Excellence (ASE).

e. Equipment Body Mechanic I, II, & III shall receive a $60 monthly incentive compensation in addition to their base salary if they possess a valid Master Collision Specialist certification from Automotive Service Excellence (ASE).

f. If an employee has Master Auto/Truck and the Undercar certification, employee will not receive the Undercar incentive.

g. Incentives shall not be compounded.

h. All licenses and certificates are subject to renewal as indicated below. City will reimburse employees for costs associated with classes and books incurred in training to obtain or renew the licenses or certificates. The City will not reimburse employee for the cost of the test to obtain the license or certificate. Time spent in obtaining licenses or certificates shall either be during non-working hours or while on approved personal leave, including vacation, CTO, or holiday time.

Licenses or certificates are valid for the following periods:

(1) Smog License - 2 years from issue

(2) ASE or Equivalent Test Certificates - 5 years from issue (or duration of the certificate whichever is shorter)

i. Incentives are payable only if the required valid license or certificate is on file in the Department of General Services, Fleet Management Division during the entire pay period.

j. Payment for continuing education is eliminated effective September 3, 2005.

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) 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.

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 TOP STEP (Y-RATE)

Whenever the salary of an employee exceeds top step of the salary range established for a classification as applicable, 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 of payment 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). Any changes to the City Charter regarding longevity pay shall be subject to impact bargaining.

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. The City agrees to make

contributions (City dollars) as defined below. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

b. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per payday 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. Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.

9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

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. <u>Account Based Health Plan (ABHP)</u>

(1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).

(2) To the extent that the premium for the ABHP is less than the City contributions outlined below, any remaining City contribution shall

be credited to the employee's HSA, to the extent allowed by law. If the excess contribution exceeds the annual HSA amount allowed by law, the employee will receive cash payment for the difference.

(3) Career employees who enroll in an ABHP by December 31, 2013, shall have a Health Savings Account (HSA) credited with a one-time City contribution of $2,000 on or before January 31, 2014.

b. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at an amount equal to 100% of the lowest cost City non-ABHP health plan plus the lowest cost dental plan available in plan year 2014. The fixed amount for employee only shall be $696 per month.

c. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent shall be fixed at an amount equal to $850 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus one dependent shall be $883 per month.

d. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus two or more dependents shall be fixed at an amount equal to $1200 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus two or more dependents shall be $1,243 per month.

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

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

9.4 COVERED DEPENDENTS

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

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

wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

9.5 CASH-BACK LIMITS

a. The cash-back for eligible employees who waive City-sponsored health insurance shall be $200 per month. The $200 per month shall remain in effect through the end of the contract. Part-time employees shall be pro-rated as indicated in 9.2(a).

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

c. Employees transferring to classifications in the Automotive/Equipment Mechanics Unit 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 will provide basic life insurance in an amount of $4,000 to each eligible career employee at no charge if the employee is paid one (1) or more hours of salary per payday on the same basis as in subsection 9.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of $46,000 City-sponsored term life insurance.

9.7 FLEXIBLE SPENDING ACCOUNTS

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

a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;

b. Unreimbursed health care expenses; and

c. Dependent care reimbursement.

9.8 RETIREE OR SURVIVOR DEPENDENTS

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

a. Retiree Health Insurance Contribution Rates, Dental, and Vision Insurance Benefits

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

b. Employees Retiring on or After July 1, 1992

(1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental and vision benefits for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.

(2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's health insurance contribution and dental and vision benefits effective with the date of retirement without regard to age.

(3) The City's contribution for health insurance 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 (a) above.

(b) Employees with a minimum of 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 (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 (a) above.

(4) There shall be no eligibility for the City's health insurance contribution or dental and vision benefits if the employee elects to take a deferred retirement.

(5) There shall be no City-paid health insurance contribution or dental and vision benefits for retirees with less than ten (10) full years of City service.

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

Employees who have elected a deferred retirement prior to January 1, 1991, and who then elect to retire on or after July 1, 1992, shall be eligible for the City's health insurance contribution and dental and vision benefits as follows:

(1) Employees with at least ten (10) full years of City service, but less than fifteen (15) full years of City service, shall be eligible for fifty percent (50%) of the City's health insurance contribution as identified in subsection (a) above.

(2) Employees with at least fifteen (15) or more full years of City service, but less than twenty (20) full years of City service, shall be eligible for seventy-five percent (75%) of the City's maximum health insurance contribution as identified in subsection (a) above.

(3) Employees with a minimum of 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 (a) above.

(4) Retirees must be at least 50 years of age.

(5) There is no eligibility to such health insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disability or Death in Line of Duty Survivors

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

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

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

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

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

ARTICLE 10 – LEAVES

10.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

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

10.2 HOLIDAY BENEFITS

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

Holiday	Date
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

The value of a full holiday listed above shall be eight (8) hours.

b. Eligibility

(1) To be eligible for holiday pay, the employee shall work the last scheduled workday before the recognized holiday and the first scheduled workday after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave, compensating time off or holiday credit on either or both of these workdays.

(2) A part-time career employee, including an employee in a work sharing program, 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:

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

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

(3) Notwithstanding any provision of this Section, non-career (-1,040) employees shall not receive recognized or floating holiday benefits.

c. Monday-Friday Schedule

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

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

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

(3) An employee who is scheduled to work on a recognized holiday shall receive, at the employee's option, holiday pay plus time and one-half compensation for working the holiday or holiday pay plus holiday credit on a straight-time basis for those hours worked on the holiday.

d. Weekend Schedule

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

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

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

(3) An employee who is regularly scheduled to work on a recognized holiday shall receive, at the employee's option, holiday pay plus time and one-half compensation for working the holiday or holiday pay plus holiday credit on a straight-time basis for those hours worked on the holiday.

e. Monday-Friday Alternative Schedule

Pursuant to the City's 9/80 Policy, employees who work a 9/80 or 4/10 schedule, if the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit, up to a maximum of eight (8) hours.

f. Holiday Credit

(1) Employees may accrue 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.

(2) While employee preference shall be considered, the granting and scheduling of days off shall be at the discretion and needs of the appointing authority or designated representative. Furthermore, due to the operational needs of the departments, split holiday accrual may be taken only at the discretion of the appointing authority or designated representative.

g. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee 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 40 minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one or more hours of salary.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes; less than 40 hours paid = 0 minutes accrual.

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all accumulated floating holiday time not used by 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 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.

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; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of accrued sick leave may be used after exhaustion of "injury-on-duty" time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City, eligible to accumulate sick leave credits may elect 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. At the employee's written request, 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 eligible 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 July 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 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 their 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 for thirty-three and one-third percent (33-1/3%) of the total sick leave credits after conversion to PERS.

(b) PERS members hired on or after July 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave

credits, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon termination of employment for retirement.

(2) SCERS

Upon separation of an employee eligible to accumulate sick leave credits for reasons of retirement, resignation and/or layoff, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death.

(3) 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.

c. Reinstatement of Sick leave After Return From Layoff

An 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. 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 VACATION

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.

b. The time at which the employee shall be granted a vacation is at the discretion of the Department Head. However, in an effort to accommodate the employee's requested vacation schedule the Department shall open to bid vacation scheduling, thirty one (31) days prior to January 1st of each year. Classification seniority shall govern where more than one employee bids for the same period. Employees will be allowed to bid for the use of two (2) additional days of accrued leave, excluding sick leave, during the annual vacation bid process for calendar years 2014 and 2015.

c. The final vacation schedule as approved by the Department Head will be posted in the employee work area.

d. Annual vacations applied for other than during the open bid period will be granted at the discretion of the Department Head or his/her authorized representative.

e. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.

f. Employees covered by this Agreement may be entitled to schedule accumulated and unused vacation credits in increments of any duration.

g. This Article shall apply to non-career employees, except that non-career employees shall bid for vacation after all career employees have bid. Date of last hire shall determine seniority for non-career employees. Non-career employees shall bid for vacation on the basis of said seniority.

h. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested.

10.5 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 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 to 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. To receive pay for work time lost, the employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or a juror or appearance in court for such purpose, the date or dates of attendance, and the time released from the court.

c. If a graveyard or swing shift employee has served in excess of the equivalent of one-half of their scheduled shift in court or on jury duty, he/she will notify his/her supervisor as soon as practicable upon his/her release from court so he/she can be excused from their regular shift. If the employee is in court or on jury duty less than the equivalent of one-half their scheduled shift, the employee will be required to report to work.

d. This Article shall apply to non-career employees only when the non-career employee is regularly scheduled to work and is ordered to report for court or jury duty.

10.6 PARENTAL LEAVE

a. Effective January 12, 1991, 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 November 10, 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 November 11, 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 Union shall not oppose the addition of parental leave to the Rules and Regulations of the Civil Service Board.

c. The City shall have the right to promulgate a policy and procedure to implement and administer parental leave.

10.7 CATASTROPHIC LEAVE

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 compensating time off hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

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

c. The donation in any category must be a minimum of eight (8) hours of usable time.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire Suppression (40 hours) schedule shall be adjusted by a factor of 1.4 to 1.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes

irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.

g. To be eligible to use donations, an employee must:

(1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;

(2) have exhausted all usable balances, including sick leave;

(3) be on an approved leave of absence.

h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

(1) All leave balances, including both donated and accrued leave, are exhausted; or

(2) The employee returns to work at his/her normal work schedule; or

(3) The employee's employment terminates.

i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

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

l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.

10.8 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. Use of personal leave shall not cause overtime.

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

10.9 BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classifications where, in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned in writing to perform substantially the duties of a higher classification for not less than four (4) hours shall be compensated on the first day of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment.

b. Temporary work in a higher classification shall first be offered to career employees. If no career employee desires the temporary work in a higher classification said assignment may then be offered to a non-career employee.

11.2 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 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.

11.3 UNIFORMS

a. The City agrees to provide uniforms for employees who are required to wear uniforms. Such uniforms shall be provided to those qualifying employees on the basis of five (5) clean uniforms per week, (5-5-1), at no cost to the employee.

b. This Article shall apply to non-career employees only to the extent that past practice shall be continued.

11.4 TOOL ALLOWANCE

The following classifications will be paid a thirty-five dollar ($35.00) per month tool allowance to be paid on a semi-annual basis: Equipment Mechanic I, Equipment Mechanic II, Equipment Mechanic III, and Equipment Body Mechanic I, Equipment Body Mechanic II, and Equipment Body Mechanic III.

11.5 TOOL INSURANCE

The City agrees to provide employees in the classifications of Equipment Mechanic I, II and III, Equipment Body Mechanic, and Equipment Service Worker, insurance on the employee's tools against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for loss by mysterious disappearance). Tool reimbursement shall be administered as follows:

a. The supervisor will review the complement of tools and tool inventory kept by an employee in the workplace; the supervisor will notify the employee of tools which are deemed not necessary for the performance of the job; and such tools shall be removed from the workplace.

b. The employee shall be responsible for providing the supervisor with a current inventory of tools at all times, and no less than once a year. The most recent inventory of tools, reviewed and approved by the supervisor, shall be deemed accurate and complete for purposes of determining the value of a covered loss. The City shall not be liable for any tool(s) not contained in said inventory.

c. In the event of a covered loss, when the conditions of (a) and (b) above are met, the City shall be responsible for the actual value of all tools on the authorized inventory, less the deductible of fifty dollars ($50).

d. In the absence of an authorized tool inventory within the current year, or the failure to meet the conditions of (a) and (b) above, the City's insurance liability shall be limited to the actual value of the tools lost, or seven thousand five hundred dollars ($7,500), whichever is less.

It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Section. The Union specifically waives the provisions of Labor Code Section 2802, if applicable, as to

such tool losses by the terms of this Agreement, and shall not endorse, support or finance a claim by any member of the Union for reimbursement in excess of the limits identified herein.

11.6 PNEUMATIC AND BATTERY TOOL REPAIR

a. The City will repair employee-owned pneumatic and battery powered tools, including battery replacement, which are used in their regular City service. Employees wishing to take advantage of this policy must include their tools on their tool inventory and must register their tools with the Shop Supervisor and receive his/her approval to enter their tool into the program. If it is determined during the course of repair that the repair cost exceeds seventy percent (70%) of the current replacement cost, including sales tax, the employee would be required to procure a new tool. The City shall reimburse the employee for the cost of the new tool, or battery at seventy percent (70%) of the current replacement cost, including sales tax, or the cost of repair of the old tool, whichever is least.

b. Employees wishing to remove one of these tools from the City premises will be required to obtain prior approval from his/her Shop Supervisor. A re-inspection will be performed when the tool is brought back and re-entered into the tool repair program.

c. The City will not be responsible for pneumatic tools, battery powered tools, or batteries which are abused, misused, or destroyed while under the above-mentioned program.

ARTICLE 12 – STANDBY, NIGHT-SHIFT PREMIUM, AND FLEET SWING SHIFT

12.1 STANDBY

a. An employee who is required to remain on call for emergency work shall be paid $210 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half their base rate of pay. Employees on standby shall respond without delay, usually arriving at the work site within thirty (30) minutes after notification.

b. Employees who are on standby New Year's Day, Christmas Day, Thanksgiving Day or the 4th of July shall receive twelve (12) hours holiday credit.

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

12.2 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from

6:00 p.m. to 6:00 a.m., shall be compensated, therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours. The current practice in the Department of General Services, Fleet Management Division shall continue.

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

12.3 SHIFT SELECTION WITHIN FLEET MANAGEMENT

a. General

(1) The provisions of this Article shall not diminish the rights the City has under Article 3, City Rights, of this Agreement.

(2) The parties acknowledge that the City has the exclusive authority to determine the number of shifts, the shift hours, the classifications assigned to each shift, the number of personnel in each job classification assigned to each shift, to assign shops to duty bands, to assign employees to shop bands, to assign employees to specialized programs as defined in (c), below, and to assign probationary employees and employees in the Equipment Mechanic I classification to any shift, specialized program, shop, or shop band.

(3) During the term of this Agreement, this Article may be reopened once for renegotiation either by mutual agreement or by one party giving written notice to the other party of the desire to renegotiate this Article.

b. Shift Selection in General Shop Programs

Where the City determines that a vacancy exists in a shop program not covered by (c) or (d), below, that vacancy shall be filled from a voluntary sign-up of qualified employees from within the same shop band (Heavy Duty or Light Duty). The individual selected for the vacancy shall be the individual with the greatest classification seniority who is determined by the City to be qualified for the vacancy. If a sufficient number of qualified employees from within the same shop band as the vacancy do not volunteer, qualified employees from other shop bands will be considered for the vacancy. The individual selected for the vacancy shall be the individual with the greatest classification seniority who is determined by the City to be qualified for the vacancy. If a sufficient number of qualified employees do not volunteer, the qualified employee with the lowest classification seniority within the shop band shall be assigned to the vacancy.

c. Shift Selection in Specialized Shop Programs

(1) The City retains the right to assign any employee to a shop involving a specialized program in order to ensure that the best qualified personnel are assigned to specialized programs. The specialized programs include but are not limited to the following: Fire, Refuse, and Build Shop. The City retains the authority to add or delete programs to this list with notification to the Union.

(2) Where the City determines that a vacancy exists in a shop covered by a specialized program where multiple shifts exist, that vacancy shall be filled from a voluntary sign-up of qualified employees assigned to the same specialty shop as the vacancy. The individual selected for the vacancy shall be the individual with the greatest classification seniority who is determined by the City to be qualified for the vacancy. If a sufficient number of qualified employees from within the specialty shop do not volunteer, qualified employees from other shops will be considered for the vacancy. The individual selected for the vacancy shall be the individual with the greatest classification seniority who is determined by the City to be qualified for the vacancy. If a sufficient number of qualified employees do not volunteer, the qualified employee with the lowest classification seniority within the specialty shop shall be assigned to the vacancy.

d. Exceptions to Shift Selection Procedures

(1) During an employee's probationary period the City may assign or reassign the probationary employee to any shift, program, shop, or shop band. A probationary employee shall not be eligible to exercise rights under this Article. At the end of an employee's probationary period, the City shall have the right to assign the employee to the shift, program, shop, or shop band deemed most appropriate.

(2) The City may assign or reassign employees in the Equipment Mechanic I (EM-I) classification to any shift, program, shop or shop band to broaden their experience and career development opportunities. Employees in the EM-I classification shall not be eligible to exercise rights as under this Article until promoted to an Equipment Mechanic II classification.

e. Assessment of Qualifications

The City's assessment of employee qualifications under this Article shall include, but is not limited to the following: skills and ability; past performance; productivity; and experience and training with the required equipment.

f. One-Time Shift Bid

(1) Prior to January 1, 2014, the City shall bid on a one-time basis all Refuse positions according to the procedure contained in (c)(2), above.

(2) Prior to June 30, 2014, the City shall bid on a one-time basis all positions within each shop band (Heavy Duty or Light Duty) according to the procedure contained in (b), above.

g. Changes in Swing Shift Hours

(1) An employee assigned to a swing shift at a shop who is receiving night-shift premium pay for their entire regular shift who has the starting and ending times of their swing shift involuntarily changed resulting in a reduction in their night shift premium pay shall continue to receive the night-shift premium pay referred to in Article 12.2, above, for the entire shift if at least two (2) hours of the new shift fall between 6:00 p.m. and 6:00 a.m. subject to the provisions of this subsection.

(2) This Section (g) shall not apply if the swing shift is eliminated or the number of employees assigned to a swing shift is reduced. For example, if there are ten (10) employees originally on swing shift and the City reduces the number of personnel assigned to the swing shift to five (5) by assigning those employees to the day shift, those reassigned employees shall not be eligible for the continued payment of swing shift differential referred to in (1), above.

(3) This Section (g) shall expire on June 25, 2017, and any payment employees are receiving through this Section shall cease.

(4) Unless provided otherwise in this Section (g), the provisions of Article 12.2, Night-Shift Premium Pay, shall apply.

ARTICLE 13 – SAFETY, SAFETY SHOES AND SAFETY GLASSES

13.1 SAFETY

a. The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Union; and the employees and the Union agree that they will direct their safety recommendations and ideas to the City. To facilitate this process the City shall provide time for a monthly safety meeting. Minutes shall be taken and the minutes from the previous monthly

meeting shall be read. Employees of the Unit shall be allowed to attend these meetings but attendance shall be in consideration of and in deference to operational needs.

b. The City shall take all reasonably and readily available precautions when employees' assigned duties are performed under generally known extraordinarily life endangering conditions.

13.2 SAFETY SHOES

a. The City recognizes its legal obligation to provide employees with steel-toed safety shoes where such shoes are required by law. The City maintains the right to require that all footwear be appropriate for the job and that steel-toed safety shoes meet the specifications mandated by law.

b. Employees required by the City to wear steel-toed safety shoes as a condition of employment shall be informed of the proper requirements which said shoes must meet. These employees may purchase any brand of steel-toed safety shoe from any outlet as long as such shoes meet the requirements given to the employee. The City shall reimburse these employees for the cost of the required steel-toed safety shoes up to a maximum of $200.00 per pair of steel-toed safety shoes, or up to a maximum of $250.00 per pair if special order is required, and generally, no more than two (2) pair per fiscal year. When needed, employees may purchase and request to be reimbursed for two (2) pairs of shoes at the same time.

c. To be eligible for reimbursement under this Section, the employee must obtain prior authorization from his/her supervisor before purchasing the required steel-toed safety shoe, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

d. Except as provided above, safety shoes shall normally be authorized for a single pair, and the second pair in the fiscal year shall only be approved if replacement is necessary.

13.3 SAFETY GLASSES

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

b. Employees are free to purchase 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 of $150.00 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.

13.4 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

ARTICLE 14 – HOURS OF WORK

14.1 WORKDAY/WORKWEEK

a. The workweek for the City of Sacramento employees shall begin at 12:01 a.m., Saturday and end at 12:00 midnight the following Friday. The employee's normal workweek shall consist of forty (40) working hours during the seven (7) day period.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) 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 (4) ten (10) workweek or 9-80 workweek schedule. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks, unless a separate written workweek agreement is entered into by the City and the Union.

c. All employees covered by this Agreement, except those employees on a straight eight (8) hour workday, shall be allowed a lunch period, to be used as the employee desires within accepted standards, of not less than thirty (30) minutes nor more than one (1) hour which may be scheduled generally in the middle of the workshift. If an employee is required to work during his/her lunch period, and if no alternate lunch period is taken, at the approval of the employee's supervisor said time shall be compensated at the applicable overtime rate if the hours worked exceed that of his/her scheduled workshift. This paragraph does not apply to non-career employees.

d. It is understood by the parties that the rates and amounts of accrual for holidays, vacation, sick leave or any other time off provisions currently in existence remain at their current levels.

e. An employee may be required to substitute in a lead capacity in the absence of a supervisor caused by the implementation of the four (4) ten (10) plan.

f. Computation of overtime within the workweek shall be defined in Section 14.2 of this Agreement.

g. This Article shall not apply to non-career employees.

14.2 OVERTIME/COMPENSATING TIME OFF (CTO)

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

b. Overtime work shall be distributed evenly insofar as possible among qualified employees engaged in the same activities or any one classification in accordance with the criteria established herein.

c. The City shall determine which employees are qualified for overtime based on the following factors:

(1) Employee classification.
(2) Job location.
(3) Experience related to task for which overtime is required.
(4) Physical qualification required to perform the work.
(5) Project assignment.
(6) Shift.
(7) Completion of started assignment.
(8) Emergency.
(9) Desire to work overtime.
(10) Employee availability.

d. The City shall review its distribution of overtime every three (3) months. It is understood that the nature of certain work assignments does not easily permit equal distribution of overtime, and in such cases exception may be made to equal distribution. Disputes over equal distribution of overtime may be resolved pursuant to the grievance procedure.

e. Employees shall be entitled to overtime compensation or CTO at the employer's option. Considering the request of the employee, the determination of additional pay or time off for overtime compensation shall be made by the Department Head.

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

g. Employees may accrue up to one hundred and sixty (160) hours of CTO. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

14.3 REST PERIODS

Each employee covered by this Agreement will be afforded rest periods. These rest periods will be as currently administered by their respective departments.

14.4 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 15 – LAYOFF

15.1 PURPOSE

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

15.2 DEFINITION

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with applicable Civil Service Board Rules and Regulations, classification seniority for the reallocated or demoted employee shall be mutually established by the City and the Union at the time of reallocation. For those 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. Within a regression ladder, computation of classification seniority for a job classification

lower than that in which the employee holds permanent status, the following seniority shall be counted: (a) classification seniority in any higher classifications within the regression ladder, and (b) previous classification seniority in the job classification in which the employee is currently working, and (c) present time spent in the job classification in which the employee is currently working, minus any seniority adjustments. For a part-time career employee, classification seniority shall be prorated.

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

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

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is reemployed and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

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

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top step is less than the top step of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder.

d. Regression Ladder A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Automotive/Equipment Mechanics Unit are as follows:

(1) Equipment Maintenance Supervisor
Equipment Mechanic III
Equipment Mechanic II/I
Senior Equipment Serviceworker
Equipment Serviceworker
Vehicle Service Attendant

(2) Equipment Maintenance Supervisor
Equipment Body Mechanic III
Equipment Body Mechanic II/I

(3) General Repair Worker

(4) Vehicle Pool Serviceworker

(5) Supervising Fire Service Worker
Senior Fire Service Worker
Fire Service Worker

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

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

15.3 PROCEDURE

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

b. Career Employees

(1) Within each job classification in each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the

last department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

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

(4) Notwithstanding any other provisions of this Article those City employees who have at least ten (10) years of continuous City service seniority and who are unable to downgrade within their current regression ladder shall have the right to return to their last classification in which they held permanent status, if he/she meets the qualifications of that classification, and shall have the right to downgrade through that regression ladder pursuant to Section 15.3(b)(3).

(5) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within two (2) normal workdays of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(6) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.

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

c. Notice of Layoff

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employee(s). Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address in the City's payroll system, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or injury-on-duty status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

15.4 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded through a regression ladder pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade providing there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with City Code Section 23 "Advancement in Rate of Compensation" with time served in the classification from which the downgrade occurred counting toward salary step advancement.

c. Upon subsequent recall through a regression ladder the employee shall not receive the next higher classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification from which the employee was downgraded, salary step placement shall be at the salary step previously held. If, however, said salary step is less than that received in the classification to which the employee was downgraded, salary step placement shall be at the salary step immediately higher in the permanent classification.

15.5 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 medical, dental and life 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 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 Benefits in the Department of Human Resources at the request of laid off employees.

15.6 RECALL

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

b. Employees 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 gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown in the City’s payroll system. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other 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.

15.7 LAYOFF REOPENER

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

ARTICLE 16 – DISCIPLINE

16.1 DISCIPLINE

For non-career employees not covered by the Rules and Regulations of the Civil Service Board, discipline shall be for just cause. Discipline shall include a suspension, demotion, in-grade salary reduction and termination.

Grievances filed pursuant to this Article shall be filed at Step 2 of the Grievance Procedure. However, disciplinary action shall only be grievable for non-career employees who have worked in excess of 1,040 hours since their last date of hire. Hours worked on a Career Development Trainee shall not count towards the 1,040 hours needed to qualify to appeal discipline.

16.2 LETTER 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 provision shall also apply to +1,040 non-career employees. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand issued on or after September 22, 1990, will be withdrawn from an employee's official personnel file two eighteen (18) months from the date of issue provided there has not been additional formal discipline imposed during the two-year period.

16.3 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

16.4 WITHDRAWAL OF APPEAL

An employee or union may withdraw an appeal of discipline at any time prior to a decision by an Administrative Law Judge or the Civil Service Board. 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.

16.5 SUSPENSIONS AND PAY REDUCTIONS

a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file, and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.

b. All discipline documents that are removed from the employee's personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.

ARTICLE 17 – MISCELLANEOUS

17.1 STRIKES AND LOCKOUTS

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

Further, the City shall have the right to deny all usage of sick leave by any employee where the City Manager has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity.

17.2 SAVINGS CLAUSE

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

17.3 CIVIL SERVICE BOARD RULES

In the event that any Civil Service Board Rules or Regulations are in conflict with this Agreement, the Agreement shall apply.

17.4 NON-DISCRIMINATION

The City and the Union agree to abide by applicable laws regarding discrimination against any employee for Union activity, race, creed, religion, sex, age or handicap.

17.5 SELECTION OF VACANCIES

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.

17.6 TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on or after November 22, 1996, 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 for the non-career employee appointed to a career classification shall be equivalent in length of time to the probationary period for that classification beginning with the first day the employee reports to work.

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.

17.7 CONTRACTING OUT

a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Union concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

17.8 PAYROLL ERRORS

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

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

(1) Lump sum payment by the employee;

(2) A one-time deduction from useable vacation, compensating time off (CTO), or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

(3) A repayment schedule through payroll deduction; and/or

(4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two 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.

17.9 DRIVER LICENSE REQUIREMENTS

a. Employees shall possess a valid commercial California driver license and endorsements as follows:

Required Classification	License	Endorsements
Equipment Serviceworker	A (1) & (2)	Tank Vehicle
Equipment Mechanic II	A (1) & (2)	Tank Vehicle

(1) License must not have an air brake restriction
(2) License must not have an automatic transmission restriction

The current practices in the Department of General Services, Fleet Management Division will continue with respect to the administration of the possession of the above-referenced licenses. However, the required Class A license and endorsements will be mandated if there are insufficient number of employees who possess those legal driver license requirements.

b. Employees in the affected classifications who have renewed their driver licenses since January 1, 1989, and did not upgrade to the required license with endorsements shall upgrade such licenses and endorsements within ninety (90) days from the effective date of the Agreement. Such employees shall be reimbursed by the City for the Department of Motor Vehicle fees required to upgrade, provided receipts for

such fees are submitted to Department administration within one hundred-twenty (120) calendar days from the effective date of the Agreement.

c. An employee who is unable to qualify for the required commercial license with endorsements but is able to maintain a Class "C" license shall be transferred to an alternate assignment and shall have his/her salary reduced by 2.5% until such time as he/she obtains the required license with endorsements. Such reassignment and reduction in salary shall not be subject to the grievance procedure nor be disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the employee obtains the required license with endorsements, such employee shall be transferred back to his/her previous assignment and shall have his/her salary restored to the same step in the salary range that he/she occupied prior to the transfer and salary reduction. An employee who is unable to qualify for the required commercial license for medical reasons, but is able to maintain a Class "C" license, shall not have his/her salary reduced by 2.5%. The City shall attempt to make reasonable accommodation for such employee.

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

e. This provision shall only be applicable to employees hired prior to September 22, 1990. Employees appointed on or after September 22, 1990, shall be required, as a condition of continued employment, to possess the license and/or endorsements specified in subsection (a).

17.10 TRANSPORTATION

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on an SRTD monthly pass. Part-time career employees shall be eligible for a forty percent (40%) price discount. The employee must notify the Department of Finance, Revenue Division on or before the fifth day of the month to obtain the monthly pass discount for that month.

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 forty percent (40%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue Division by the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred dollars ($100).

c. Downtown Parking Subsidy

The City shall provide a forty-five dollar ($45.00) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a twenty-five dollar ($25.00) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

17.11 PERS RETIREMENT PLAN

a. Member Contribution to PERS Retirement Plan – Classic Members

Effective June 29, 2013, classic members in miscellaneous classifications shall pay the seven percent (7%) member contribution to the PERS retirement plan and shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

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.

17.12 MODIFIED/ALTERNATIVE DUTY POLICY

The City's Modified/Alternative Duty Policy shall be applicable to eligible employees who have been injured on-the-job.

17.13 SUPERVISOR BENEFITS

During the last year of this Agreement, the City will meet with the Union at the Union's request to review the Local 39 Supervisory contract in advance of successor contract negotiations with the International Association of Machinists and Aerospace Workers.

17.14 TERM

a. This Agreement shall remain in full force and effect from June 29, 2013, to and including June 25, 2017.

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

DATED: November 5, 2013

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, LOCAL LODGE NO. 2182, DISTRICT LODGE 190, AFL-CIO

BY: _____
H. Skip Hatch
Business Representative

CITY OF SACRAMENTO

_____
Geri Hamby
Director of Human Resources

_____
Mark Gregersen
Chief Negotiator

_____
Mary Lota
Labor Relations Officer

_____
Keith Leech
Negotiating Committee