

*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**

*2021-2023*

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 – RECOGNITION.....	1
1.1 RECOGNITION .....	1
1.2 EMPLOYEES COVERED BY THIS AGREEMENT .....	1
ARTICLE 2 – SOLE AGREEMENT.....	2
2.1 SOLE AGREEMENT .....	2
ARTICLE 3 – CITY RIGHTS .....	2
3.1 CITY RIGHTS.....	2
ARTICLE 4 – UNION RIGHTS.....	3
4.1 PAYROLL DEDUCTIONS.....	3
4.2 UNION SECURITY.....	5
4.3 UNION REPRESENTATIVES.....	5
4.4 BULLETIN BOARDS.....	5
4.5 NEW OR REVISED JOB CLASSIFICATIONS .....	6
ARTICLE 5 – GRIEVANCE PROCEDURE .....	6
5.1 PURPOSE.....	6
5.2 DEFINITIONS.....	6
5.3 STEP ONE .....	7
5.4 STEP TWO.....	7
5.5 STEP THREE.....	8
5.6 ARBITRATION .....	8
5.7 WITNESSES .....	9
ARTICLE 6 – SALARY ADJUSTMENTS .....	9
6.1 SALARY .....	9
6.2 SALARY RANGE .....	9
6.3 EQUITY ADJUSTMENTS .....	9
6.4 SIGNING BONUS .....	9
ARTICLE 7 – INCENTIVE PROGRAM .....	9
7.1 CLASSIFICATIONS ENTITLED TO INCENTIVE PAY .....	9
ARTICLE 8 – SALARY ADMINISTRATION .....	11
8.1 ORIGINAL APPOINTMENT COMPENSATION RATE .....	11
8.2 ADVANCEMENT IN RATE OF COMPENSATION .....	11
8.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION.....	12
8.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION.....	13
8.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE.....	13
8.6 RATES HIGHER THAN TOP STEP (Y-RATE).....	13
8.7 LONGEVITY PAY.....	14

ARTICLE 9 – HEALTH AND WELFARE .....	14
9.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES.....	14
9.2 CONTRIBUTION TO NON-CAREER EMPLOYEES .....	15
9.3 AMOUNT OF CONTRIBUTION .....	15
9.4 COVERED DEPENDENTS.....	16
9.5 CASH-BACK LIMITS.....	17
9.6 LIFE INSURANCE.....	18
9.7 FLEXIBLE SPENDING ACCOUNTS .....	18
9.8 RETIREE OR SURVIVOR DEPENDENTS.....	18
ARTICLE 10 – LEAVES.....	22
10.1 HOLIDAY BENEFITS.....	22
10.2 SICK LEAVE .....	25
10.3 VACATION.....	27
10.4 COURT LEAVE .....	29
10.5 PARENTAL LEAVE.....	29
10.6 CATASTROPHIC LEAVE .....	31
10.7 PERSONAL LEAVE .....	32
10.8 BEREAVEMENT LEAVE .....	32
10.9 PAID CITY LEAVE .....	32
ARTICLE 11 – SPECIAL ALLOWANCES.....	33
11.1 TEMPORARY WORK IN A HIGHER CLASSIFICATION .....	33
11.2 TUITION REIMBURSEMENT .....	33
11.3 UNIFORMS .....	33
11.4 TOOL ALLOWANCE.....	34
11.5 TOOL INSURANCE .....	34
11.6 PNEUMATIC AND BATTERY TOOL REPAIR .....	35
ARTICLE 12 – STANDBY, NIGHT-SHIFT PREMIUM, AND FLEET SWING SHIFT .....	36
12.1 STANDBY .....	36
12.2 NIGHT-SHIFT PREMIUM PAY .....	36
12.3 SHIFT SELECTION WITHIN FLEET MANAGEMENT .....	37
ARTICLE 13 – SAFETY, SAFETY SHOES AND SAFETY GLASSES .....	38
13.1 SAFETY .....	38
13.2 SAFETY SHOES.....	39
13.3 SAFETY GLASSES.....	39
13.4 DAMAGE TO PRESCRIPTION SAFETY GLASSES.....	40
ARTICLE 14 – HOURS OF WORK.....	40
14.1 WORKDAY/WORKWEEK.....	40
14.2 OVERTIME/COMPENSATING TIME OFF (CTO) .....	41
14.3 REST PERIODS.....	42
14.4 VOLUNTARY WORK FURLOUGH PROGRAM .....	42
14.5 SHIFT BID BY LOCATION.....	42
ARTICLE 15 – LAYOFF .....	43
15.1 PURPOSE.....	43
15.2 DEFINITION.....	43
15.3 PROCEDURE .....	45

15.4	SALARY IN EVENT OF DOWNGRADE .....	47
15.5	FRINGE BENEFITS .....	47
15.6	RECALL .....	47
15.7	LAYOFF REOPENER .....	48
ARTICLE 16 – DISCIPLINE .....		49
16.1	DISCIPLINE .....	49
16.2	LETTER OF REPRIMAND .....	49
16.3	IN-LIEU DISCIPLINE.....	49
16.4	WITHDRAWAL OF APPEAL.....	49
ARTICLE 17 – MISCELLANEOUS .....		50
17.1	STRIKES AND LOCKOUTS .....	50
17.2	SAVINGS CLAUSE .....	50
17.3	CIVIL SERVICE BOARD RULES.....	50
17.4	NON-DISCRIMINATION .....	50
17.5	SELECTION OF VACANCIES .....	50
17.6	TRIAL PERIOD .....	51
17.7	CONTRACTING OUT .....	51
17.8	PAYROLL ERRORS .....	51
17.9	DRIVER LICENSE REQUIREMENTS .....	52
17.10	ZONAR OR OTHER GLOBAL POSITIONING SYSTEM (GPS) & SAFETY STICKERS .....	53
17.11	TRANSPORTATION .....	53
17.12	PROBATIONARY PERIOD .....	54
17.13	NEW EMPLOYEE ORIENTATION .....	54
17.14	EMPLOYEE INFORMATION .....	54
17.15	PERS RETIREMENT PLAN.....	55
17.16	MODIFIED/ALTERNATIVE DUTY POLICY .....	56
17.17	SUPERVISOR BENEFITS .....	56
17.18	ON THE JOB TRAINING PROGRAM.....	56
17.19	DEFERRED COMPENSATION PLAN.....	57
17.20	TERM .....	57

## 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. The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes all other Agreements and supplements and represents the sole agreement between the parties.
- b. 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 under plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Union for: (1) the normal and regular monthly Union membership dues and assessments, (2) monthly insurance premiums for plans sponsored by the City or the Union, not to exceed three (3) insurance deductions per member, including other Union-sponsored programs.
- 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 this Agreement using the Union’s Member Enrollment Form (hereafter, “Member Enrollment Form” agreed to by the City and Union.
- Employee full name;
  - Employee date of birth;
  - Employee eCaps ID number or the last four numbers of their Social Security number;
  - Amount or percentage to be deducted from employee’s bi-weekly paycheck for membership dues;
  - Additional deductions (e.g., life insurance); and
  - Any additional necessary information.

Any future changes or modifications to the member enrollment form shall be agreed upon between the City and Union.

- (2) Such deductions shall be made only upon submission of the member enrollment form, by the Union, to the Payroll Division, Department of Finance.
- (3) Dues deductions shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods each month. If for any reason an employee does not have sufficient funds due them 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.

- (4) The Union is responsible for submitting the member enrollment form to the Payroll Division, Department of Finance, any changes in the amounts to be payroll deducted from the paychecks of employees who have so authorized.
  - (5) When changes in the rates affect large groups of the Union's members, the Union may, in place of the agreed upon member enrollment form, notify the Payroll Division, Department of Finance, by email, clearly defining the group of Union members affected and the new rate.
  - (6) Unless notified in writing by the Union of any employee's request to cancel their union dues deduction(s), the City will continue to deduct dues, and/or any additional deduction(s) noted. Notification will be made to the Payroll Division, Department of Finance, utilizing the member enrollment form notating in the "Additional Information" column that it is a membership cancellation.
  - (7) In the event that a union member is no longer employed in a classification covered under this agreement, but remains an active employee of the City, the City may cancel their union dues deduction(s) without notification from or to the Union. Upon written notification by the Union, the City shall enroll new members and/or cancel existing membership as soon as practicable, not exceed a period of thirty (30) calendar days after notification.
  - (8) The Union shall maintain signed authorization forms by their members certifying that the dues and/or fee(s) deduction(s) are authorized and shall provide said authorization forms to the City in the event of a dispute regarding the existence or terms of such authorization. The City will remit to the Union a check for all the deductions.
- c. The Union will promptly refund to the City any amounts paid to the Union in error under this Section. The union expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses 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. This hold harmless and indemnity agreement is not applicable when the Union takes action against the City to enforce the terms of this Agreement regarding dues deduction as related to this Section.



## 4.2 UNION SECURITY

### 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.

## 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 they have cause for grievance may contact their supervisor alone. An employee who believes they have cause for grievance may contact their supervisor with their 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 designee shall give their answer to the grievance in writing within five (5) standard workdays from the time they receive 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 alternate striking 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 SALARY

Effective June 19, 2021, all salary steps shall be increased by three and one-half percent (3.5%).

Employees who are still on payroll will receive retroactive pay within ninety (90) calendar days following adoption of this MOU by the City Council.

A list of classifications covered under this agreement can be found in the City's Employer-Employee Relations Policy.

### 6.2 SALARY RANGE

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

### 6.3 EQUITY ADJUSTMENTS

Effective May 7, 2022, in addition to the salary adjustment provided in Section 6.1 (Salary), the salary schedule for the classification of Equipment Serviceworker shall receive a two percent (2%) equity adjustment. This equity adjustment shall be additive to the adjustment in Section 6.1 (Salary) and shall not compound.

### 6.4 SIGNING BONUS

Within ninety (90) calendar days after adoption of this Agreement by the City Council, employees who are still on payroll will receive a signing bonus of one thousand dollars (\$1,000.00) less normal and customary payroll deductions.

## **ARTICLE 7 – INCENTIVE PROGRAM**

### 7.1 CLASSIFICATIONS ENTITLED TO INCENTIVE PAY

- a. Equipment Mechanic I, II, & III and Equipment Serviceworker shall receive a \$165.00 monthly incentive, 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 \$60.00 monthly incentive, in addition to their base salary, if they possess a valid Undercar Specialist A4, A5, X1 certifications from the Bureau of Automotive Repair. Employees receiving this incentive are only allowed to receive the additional ASE certification incentives under 7.1(c) and/or 7.1(d) after completion of two (2) or more additional ASE certifications.
- c. Equipment Mechanic I, II, & III; Equipment Body Mechanic I, II, & III; and Equipment Serviceworker shall receive up to a maximum of \$150.00 monthly incentive, in addition to their base salary, if they possess valid Auto certifications from Automotive Service Excellence (ASE). Employees shall receive monthly incentives based on the following: 2 ASE Certs: \$25.00; 4 ASE Certs: \$50.00; 6 ASE Certs: \$75.00; and Master Cert: \$150.00.
- d. Equipment Mechanic I, II, & III; Equipment Body Mechanic I, II, & III; and Equipment Serviceworker shall receive up to a maximum of \$150.00 monthly incentive, in addition to their base salary, if they possess valid Truck certifications from Automotive Service Excellence (ASE). Employees shall receive monthly incentives based on the following: 2 ASE Certs: \$25.00; 4 ASE Certs: \$50.00; 6 ASE Certs: \$75.00; and Master Cert: \$150.00.
- e. Equipment Body Mechanic I, II, & III shall receive a \$60.00 monthly incentive, in addition to their base salary, if they possess a valid Master Collision Specialist certification from Automotive Service Excellence (ASE).
- f. Fire Service Workers, who are SCBA certified, shall receive a one percent (1%) incentive above their base rate of pay.
- g. If an employee has Master Auto/Truck and the Undercar certification, employee will not receive the Undercar incentive.
- h. Incentives shall not be compounded.
- i. 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)
- j. Incentives are payable only if the required valid license or certificate is on file in the Department of Public Works, Fleet Management Division during the entire pay period.
- k. 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 their 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 (\$100.00), and after twenty-five (25) years of City service, an additional two hundred dollars (\$200.00), for a total of three hundred dollars (\$300.00). The parties acknowledge that Longevity Pay is provided in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provision of this Agreement regarding Longevity Pay.

Longevity Pay as provided in this Section shall be reported to CalPERS in a manner consistent with CalPERS rules for reporting special compensation, as amended.

### 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 details of Plan eligibility and operational requirements are set forth in Plan documents. The City shall make contributions (City dollars) as defined below. One-half (1/2) of the City contributions will be made to eligible employees on the first two (2) paychecks (Eligible Paycheck) in each month for insurance coverage the first and second halves of that month, respectively.
- b. The amount of City contribution as provided in Section 9.3 (b)(1-3) and (c) for the first two paychecks in 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.
- c. Employees shall receive a City contribution for each Eligible Paycheck on which the employee is paid for forty (40) or more hours. Employees who are paid less than forty (40) hours on an Eligible Paycheck may continue elected coverage limited to the City's medical, dental, and vision plans for up to six (6) months or the period of time permitted by the 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. Employees shall continue to receive a City contribution for each Eligible Paycheck during an approved

federal or state protected leave of absence, or while suspended from service without pay.

- d. 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. Benefit eligible non-career employees shall receive prorated City dollars as indicated in 9.1(b), above. 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.
- 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 paycheck. 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 first two (2) paychecks each month the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's first two (2) paychecks each month 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. Account Based Health Plan (ABHP)
  - (1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).
  - (2) Employees enrolled in an ABHP, the City contributions shall be as specified in Section 9.3(b), below. 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.
- b. City Contributions
  - (1) Effective December 21, 2019, full-time employees enrolled in a City-sponsored medical plan for employee only shall receive \$829.46 per month.

Effective January 1, 2022, for full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$838.00 per month.

- (2) Effective December 21, 2019, full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent shall receive \$1,318.38 per month.

Effective January 1, 2022, for full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,333.00

- (3) Effective December 21, 2019, Full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents shall receive \$1,758.00 per month.

Effective January 1, 2022, for full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$1,777.00 per month.

- c. Employees not enrolled in a City-sponsored medical plan shall receive up to \$747.00 per month to purchase City-sponsored dental and vision coverage
- d. Effective December 17, 2022, for plan year 2023, the City shall contribute fifty percent (50%) of the first fifty dollar (\$50.00) of premium increases, up to a total City dollar maximum contribution of twenty-five dollars (\$25.00) per month, toward the cumulative total increase in premiums, from plan year 2022 to plan year 2023, of the benchmarked forty dollar (\$40.00) Kaiser HMO, Delta Dental PPO, & VSP basic vision plans. The employee shall be responsible for any premium increase(s) which exceed this amount.
- e. Employees who are eligible to receive the City contribution who do not provide proof of other group medical coverage or do not enroll in City medical coverage within thirty (30) calendar days of being eligible for the City's contribution shall be enrolled in the lowest cost traditional HMO medical plan for employee only coverage.
- f. Employees shall not receive any unused portion of the City contribution as cash.

#### 9.4 COVERED DEPENDENTS

- a. An employee who has a domestic partner, and has a notarized City-provided "Declaration & Understanding of Partnership Status for City of Sacramento Employee Health Benefits" dated on or before January 23, 2017, may cover the domestic partner under the employee's City-sponsored medical, dental or vision plan. The employee will pay for the premium

difference for the domestic partner coverage as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

- b. An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children, under the employee's City-sponsored medical, dental, or vision plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in Section 9.3.
- c. The following eligible dependents qualify to be enrolled on a City medical, dental, or vision plan: lawfully married spouse or registered domestic partner; children up to age 26 who are an employee's natural child, stepchild, adopted child, or the natural or adopted child of an employee's spouse or registered domestic partner; children up to age 26 who are placed under the legal guardianship of an employee, the employee's spouse, or employee's registered domestic partner; children up to the age of 26 in which the City has received notice of a Qualified Domestic Relations Order of required coverage; and disabled unmarried children over the age of 26 who reside with the employee. The definition of a dependent child for the purposes of medical insurance shall also be in accordance with the Patient Protection and Affordable Care Act.
- d. An employee covered as a dependent of another City employee may not enroll in a City medical plan but may enroll in a City dental or vision plan.

## 9.5 CASH-BACK LIMITS

- a. The cash-back for eligible employees who waive City-sponsored medical insurance shall be \$200.00 per month. The \$200.00 per month shall remain in effect through the end of the contract. Part-time employees shall be prorated as indicated in 9.1(b).
- b. Cash-back shall be available to employees who waive medical 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. Cash-back shall not be included in the employee's base rate of pay when determining such rate for contract overtime.
- 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 medical insurance.

## 9.6 LIFE INSURANCE

- a. The City provides basic life insurance in an amount of \$10,000.00 to each eligible career employee at no charge. Employees may purchase, at their expense, additional life insurance of \$40,000.00.
- b. Employees may also purchase, at their expense, supplemental life insurance at an amount of up to three (3) times their annual salary, subject to limitations specified by the insurance carrier.

## 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 medical and dental insurance premiums;
- b. Unreimbursed health care expenses; and
- c. Dependent care reimbursement.

The City shall provide a summary of IRS rule on flexible spending limits during each open enrollment to both the employees and the Union.

## 9.8 RETIREE OR SURVIVOR DEPENDENTS

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

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

The maximum City contribution towards the purchase of medical, dental, or vision insurance for retirees is \$300.00 per month for the retiree. A retiree with one (1) or more dependent(s) enrolled on the retiree's medical plan shall receive an additional sixty-five (\$65.00) per month, for a total maximum monthly contribution of \$365.00. Retirees shall not receive any unused portion of the City contribution as cash.

- b. Employees Retiring On or After July 1, 1992

(1) Except as provided below, to be eligible for the City's retiree insurance contribution, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age fifty (50).

- (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution and dental and vision benefits effective with the date of retirement without regard to age.
- (3) The City's retiree insurance contribution shall be as follows:
  - (a) Employees with a minimum ten (10) full years of City service but less than fifteen (15) full years of City service shall be eligible to a maximum of fifty percent (50%) of the City's maximum retiree insurance contribution identified in subsection 9.8(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 retiree insurance contribution identified in subsection 9.8(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 retiree insurance contribution identified in subsection 9.8(a) above.
- (4) There shall be no City-paid retiree insurance contribution or dental and vision benefits for retirees with less than ten (10) full years of City service.
- (5) An employee who does not retire from the Sacramento City Employee Retirement System (SCERS) or the California Public Retirement System (CalPERS) within one-hundred twenty (120) days from the date of separation from City service shall not be eligible for the City's retiree insurance contribution and may not enroll in a City medical, dental, or vision plan.

c. Retiree Insurance Contribution for Persons in Deferred Retirement Status as of January 1, 1991

Employees who have elected a deferred retirement prior to January 1, 1991, and who then elect to retire on or after July 1, 1992, and before December 23, 2017, shall be eligible for the City's retiree insurance contribution 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 retiree insurance contribution as identified in subsection 9.8 (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 retiree insurance contribution as identified in subsection 9.8 (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 retiree insurance contribution as identified in subsection 9.8(a) above.
- (4) Retirees must be at least fifty (50) years of age.
- (5) There is no eligibility for retiree insurance contribution or dental benefit for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection 9.8(b)(1) above.

d. Pre-Medicare Eligible Retirees

Pre-Medicare retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored medical plan or purchase an individual medical plan. A retiree who elects to purchase an individual medical plan not sponsored by the City shall only be eligible to enroll in a City medical plan if the retiree enrolls with an effective date of coverage which is within two (2) years from the date their prior City medical coverage terminated.

e. Medicare Retirees

In order to maintain eligibility for the City retiree insurance contribution, each eligible retiree and eligible dependent(s) shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits. Medicare retirees may elect to participate in a City-sponsored Medicare medical plan or purchase an individual Medicare medical plan.

Medicare retirees who have enrolled in Parts A and B after becoming eligible for such benefits may elect to participate in a City-sponsored Medicare medical plan without restriction to the amount of time the retiree has waived a City-sponsored medical plan. Medicare retirees may only enroll on their City-sponsored Medicare medical plan a Medicare eligible dependent(s) who has enrolled in Parts A and B.

Medicare retirees who are eligible for Medicare Parts A and B and who elect to purchase an individual medical plan shall only be reimbursed the cost of the individual premiums associated with a Medicare Advantage, Medicare Supplemental, and/or Medicare Prescription Drug plan up their eligible City contribution.



f. Retiree Insurance Contribution Exclusion

Retirees who participate in another group medical plan as an employee or dependent spouse shall not be eligible for the City contribution as provided in subsection 9.8(a) above.

g. Industrial Disability or Death in Line of Duty Survivors

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

h. Survivor Dependents Benefits

Survivor dependents of eligible retirees shall continue to receive the retiree insurance contribution of up to \$300.00 for the survivor only or up to \$365.00 for the survivor and eligible dependent.

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

i. Medicare Supplement

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

j. Limitation Clause

No employee or retiree shall have any rights provided by this Section after June 30, 2023.

k. 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.

9.9 STATE DISABILITY INSURANCE (SDI)

At any time during the term of the Agreement, the Union may hold an election to determine if its members wish to participate in the State of California short-term disability insurance program (CASDI) at the sole expense of the Union

membership. That election must be held pursuant to, and consistent with, laws of the State of California. Upon notification that the members have voted to participate in the program the City will, as soon as administratively feasible, establish enrollment in state short-term disability insurance program for the Union membership.

## ARTICLE 10 – LEAVES

### 10.1 HOLIDAY BENEFITS

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

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	March 31
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	Minimum Number of Paid Hours in the Workweek	
<u>In the Workweek</u>	<u>50% Benefit</u>	<u>100% Benefit</u>
0.5	18	28.8

1.0	16	25.6
1.5	14	22.4
2.0	12	19.2

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

- (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 their 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 calendar year accrued as follows:

- (a) Full-time career employees shall accrue forty (40) minutes of floating holiday on the first two (2) paychecks each month, as long as the employee is in paid status forty (40) or more hours on the paycheck that the accrual would occur.
- (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 for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% accrual; 40-63.9 hours paid = 50% accrual; less than 40 hours paid = 0% 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. All

floating hours accrued and not used in excess of eight (8) hours shall be paid to the employee at the employee's straight-time hourly rate of pay on the final paycheck of the calendar year in which it was earned.

- (c) An employee separating from City employment for any reason shall be paid for all accrued floating holiday time at the straight-time hourly rate of pay.

## 10.2 SICK LEAVE

### a. Accrual and Usage

- (1) A full-time employee shall accrue sick leave at the rate of four (4) hours on each of the first two (2) paychecks each month which may be used at the discretion of the employee in the event of illness or injury which is not job-related. In accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the employee's accrued sick leave may be used after exhaustion of "injury-on-duty" time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.
- (2) Employees who have four hundred and eighty (480) hours of sick leave on November 1 in any calendar year, may make an irrevocable election to forgo the accrual of not more than twenty-four (24) hours of sick leave during the following calendar year and receive instead, a cash payment for the number of sick leave hours designated in the designated election.

Notification of the irrevocable election must be made in writing to the Payroll Division, Department of Finance, between November 1 and November 30. The payment will be made on the last paycheck in May of the calendar year following the irrevocable election. Payment shall be made at the hourly rate of pay the employee is receiving at the time payment is made.

If the employee electing the payment is separated from City employment before receiving the payment, the employee forfeits any right to receive the payment, but will instead have their sick leave balances credited with the sick leave hours the employee would have accrued from January 1 following the date of election to the last day of employment.

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 separation of employment for retirement.
- (c) No employee whose services are separated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

Upon separation of an employee eligible to accumulate sick leave credits for reasons of retirement, resignation and/or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death.

- (3) No employee whose services are terminated by reason of discharge for cause or by reason of resignation or layoff prior to the completion

of two (2) years of service, 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 their total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of their 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 their 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.

### 10.3 VACATION

a. Vacation Leave Accrual

- (1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year which shall accrue at three (3) hours, twenty (20) minutes on each of the first two (2) paychecks of each month.
- (2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year which shall accrue at five (5) hours on each of the first two (2) paychecks each month.
- (3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year which shall accrue at six (6) hours, forty (40) minutes on each of the first two (2) paychecks each month.

- b. Continuous career service shall be used to determine the vacation accrual date used in determining the above accrual rates.
- c. An employee's maximum accrual of vacation shall not exceed four hundred and eighty (480) hours. Accrual shall be suspended until the balance is brought below the maximum accrual amount. Accrual will resume on the applicable paycheck following the paycheck in which the balance is brought down.



- d. 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 their annual vacation, not to exceed their annual accrual plus two (2) additional days of any accrued leave, excluding sick leave, during the annual vacation bid process.
- e. During the annual vacation bidding process employees shall be entitled to schedule accumulated and unused vacation credits in increments of any duration, as long as the employee does not exceed the limits outline in Section 10.3(b).
- f. Vacation requested outside of the annual bid period will be granted on a first come-first serve basis at the discretion of the Department Head or their authorized representative.  
  
The final vacation schedule as approved by the Department Head will be posted in the employee work area.
- g. Changes in the vacation schedule may be amended with the approval of the Department Head or authorized representative.
- h. Employee who are eligible to receive a cash payment in-lieu of vacation leave, as provided for in Article 8 Section 107(d) of the Sacramento City Charter, may make an irrevocable election to receive such payment by foregoing the same number of vacation hours in the calendar year following the election. Notification of the election must be made to the Payroll Division, Department of Finance, in writing by November 30. The in-lieu payment will be made to the employee on the last paycheck in March of the calendar year following the election. Payment shall be made at the straight time hourly rate of pay the employee is receiving at the time payment is made. If the employee electing the in-lieu payment separates from City employment for any purpose before receiving the in-lieu payment, the employee forfeits any right to receive the payment, but will instead have their vacation leave balances credited with the amount of hours that would have accrued from January 1 to the last day of employment.
- i. 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.
- j. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section



167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in partial day increments in addition to receiving workers' compensation payments with the total aggregate payment of temporary disability and vacation pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or they return to work. This provision also applies to any accrued leave with the exception as noted in 10.2, Sick Leave.

#### 10.4 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, they will notify their supervisor as soon as practicable upon their release from court so they 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.

#### 10.5 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.

## 10.6 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 their 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.

#### 10.7 PERSONAL LEAVE

- a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.
- b. Personal leave shall not accumulate from 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.

#### 10.8 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.

#### 10.9 PAID CITY LEAVE

Employees who are employed in a classification represented by IAMAW on [enter date of adoption by City Council] shall receive a one-time leave bank contribution of thirty-five (35) hours of Paid City Leave. This Paid City Leave shall not expire, and shall have no cash value except as follows:

- a. Employees receiving Paid City Leave contributions described in Section 10.9 (Paid City Leave) may make an irrevocable election to receive cash payment in-lieu of using the leave. Notification of the election to receive this cash payment must be made to the Payroll Division, Department of Finance, in writing by November 30, 2022. Employees making the irrevocable election shall receive the payment on the paycheck representing the first pay period following their election at the hourly rate of pay they are receiving at the time of payment, less ordinary payroll deductions.
- b. Upon separation from City service, employees with a balance of the Paid City Leave described in Section 10.9 (Paid City Leave) shall receive payment for the Paid City Leave balance at the hourly rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

## **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 the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) above the employee's base rate of pay, or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed the top step of the higher classification.
- 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 \$1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

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

### **11.3 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: Equipment Mechanic I, Equipment Mechanic II, Equipment Mechanic III, and Equipment Body Mechanic I, Equipment Body Mechanic II, and Equipment Body Mechanic III.

The tool allowance will be paid in the first two paydays in a calendar month at \$17.50 per payday for a total of \$35.00 monthly.

#### 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 (\$50.00).
- 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 (\$7,500.00), 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 their approval to enter their tool into the program. If it is determined during the course of repair that the repair cost exceeds eighty percent (80%) 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 eighty percent (80%) of the current replacement cost, including sales tax, or the cost of repair of the old tool, whichever is least.
- b. Effective April 26, 2022, the City and IAMAW shall enter a trial program in which the City shall increase the reimbursement amount to employees for the cost of the new tool, or battery, which shall supersede subsection 11.6(a) above, for the term of this Agreement, as follows:
  - (1) 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 their approval to enter their tool into the program. If it is determined during the course of repair that the repair cost exceeds eighty percent (80%) of the current replacement cost, including sales tax, the employee is required to purchase a new tool or battery. The City shall reimburse the employee for the cost of the new tool or battery at one hundred percent (100%) of the current replacement cost, including sales tax, or the cost of repair of the old tool, for an amount not to exceed nine hundred dollars (\$900.00). Any amount over nine hundred dollars (\$900.00), including sales tax, is at the sole expense of the employee.
  - (2) This trial program shall not apply to purchases or repairs made prior to April 26, 2022.
  - (3) This trial program shall automatically terminate on June 30, 2023.
  - (4) Upon termination of the trial program, subsection 11.6(a) above, shall be reinstated.



- c. Employees wishing to remove one of these tools from the City premises will be required to obtain prior approval from their Shop Supervisor. A re-inspection will be performed when the tool is brought back and re-entered into the tool repair program.
- d. 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 standby for emergency work shall be paid \$245.00 per week, or the daily pro rata rate (\$35.00), in addition to their regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay, or actual hours worked, whichever is greater, at time and one-half (1.5) their regular rate of pay. Employees on standby shall respond without delay, usually arriving at the work site within thirty (30) minutes after notification.
- b. With the exception of sick leave, employees may use any type of authorized leave, including, but not limited to, vacation; CTO; holiday credit; etc., during their standby assignment so long as they remain available for their standby assignment. An employee utilizing sick leave who is unable to work due to a personal illness, shall not receive standby pay for the day(s) out sick. Employees who fall ill after hours while they are on standby, shall notify the Standby Supervisor who will find a replacement for the day(s) the employee is out sick. The standby assignment may resume when the employee returns to work.
- c. 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.

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, and to assign probationary employees and employees in the Equipment Mechanic I classification to any shift, specialized program, or shop to meet operational needs.

- b. Shift Selection

During the second week of June of each year, Fleet Management shall conduct a shift bid for each location within the Fleet Division for employees to bid their desired shift for the next fiscal year.

Shift bidding shall be done by classification seniority, with the highest in seniority making their selection first.

The outcome of the shift bidding shall be made available to the employees and the shift change effective date shall be the start of the first full pay period of July of each year.

- c. Location Selection

During the second week of June of even numbered years, Fleet Management shall conduct a bid for each shop location within the Fleet Division for employees to bid their desired shop location for the next two fiscal years.

Shop location bidding shall be done by classification seniority, with the highest in seniority making their shop location selection first.

The outcome of the shop location bidding shall be made available to the employees and the shop location change effective date shall be the start of the first full pay period of July in the bidding year.

The City retains the right to move personnel to a shift or location which is necessary to meet operational needs. Where the City determines that a vacancy exists in a shop, that vacancy shall be filled from a voluntary sign-up of qualified employees. 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.

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, or shop. 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, or shop deemed most appropriate.
- (2) The City may assign or reassign employees in the Equipment Mechanic I (EM-I) classification to any shift, program, or shop 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.

## **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. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse employees up to a maximum of \$400.00, or up to a maximum of \$500.00 if a special order is required due to a medical need, annually for the cost of acceptable safety shoes, inserts, and/or repairs to safety shoes. These employees may purchase any brand of safety shoe from any outlet as long as such shoes meet the requirements of being an acceptable "safety shoe" as provided in the City's Protective Footwear Policy. The annual maximum may be used toward the purchase of a single pair or two (2) pair, as needed, at the same time. When an employee has purchased a pair of safety shoes, inserts, and/or repairs to safety shoes, which do not meet the annual maximum, the employee shall be allowed to use the remainder of the annual maximum for a future purchase in the same year. The City maintains the right to require that all footwear be appropriate for the job and that safety shoes meet the specifications mandated by law.
- b. Except as provided above, employees shall normally be authorized for a single pair of safety shoes and a second pair of safety shoes in the same fiscal year shall only be approved if replacement is deemed necessary by the employee's supervisor.
- c. To be eligible for reimbursement or repair of safety shoes under this Section, the employee must obtain prior authorization from their supervisor before purchasing the required steel-toed safety shoe, and must submit the completed purchase form to the supervisor to verify the purchase, substantiate the reimbursement, and remaining annual maximum, if any. Only safety shoes qualify for reimbursement or repair pursuant to this subsection.

## 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 their 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 their 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 their 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. Employees shall be compensated for overtime at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of their regular daily work shift, on scheduled days off, or on a recognized holiday, such work time shall be compensated as overtime. For the purpose of calculating overtime, all paid time shall count as time worked with the exception of sick leave.
- 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.

#### 14.5 SHIFT BID BY LOCATION

- a. During the second week of June of each year, Fleet Management shall conduct a shift bid for each location within the fleet division for employees to bid their desired shift for the next fiscal year.
- b. Shift bidding shall be done by classification seniority, with the highest in seniority making their shift selection first.
- c. The outcome of the shift bidding shall be made available to the employees and the shift change effective date shall be the start of the first full pay period of July of each year.

## ARTICLE 15 – LAYOFF

### 15.1 PURPOSE

This Article provides the procedure to be followed when an employee is to be displaced/laid off from their 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 they were reemployed may count the seniority which they 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 their 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, they shall be laid off. If the employee does hold permanent status in another job classification, they 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 their 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, they 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 they meet 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. Upon layoff, employees shall be paid for accrued leave balances and similar benefits, as applicable. Employees being recalled shall have the uncompensated portion of their sick leave balance restored. However, if eligible, only those sick leave hours accrued after recall shall be applied to any subsequent sick leave payoff.
- 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 they are 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, they 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 they are 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 Manager of Labor Relations. The Manager 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 Manager 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 this 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 their 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 in the Equipment Serviceworker and Equipment Mechanic classifications shall possess a valid Class A commercial California driver license with a Tank Vehicle endorsement. The Class A license must not have airbrake or automatic transmission restrictions.

All other employees shall maintain the appropriate driver's license required for their job classification.

- b. Employees, who were hired prior to September 22, 1990, who are temporarily unable to maintain the required commercial license, but are able to maintain a Class "C" license, shall, as a result of that failure, be transferred to an alternate assignment, if available, with a salary reduction of 2.5%, until the required license has been obtained in a reasonable amount of time. However, in the event the employee is unable to obtain the required license, the employee shall be separated from employment.

Further, the salary reduction or separation from employment shall not be subject to the grievance procedures provided for in Article 5, nor shall the reduction be considered disciplinary action as defined by Rule 12 of the Rules and Regulations of the Civil Service Board. In the event the transferred employee subsequently obtains the required license with endorsements, the employee shall be transferred back to the previous assignment at the same step in the salary range occupied prior to the transfer and salary reduction.

- c. An employee who is unable to qualify for a required commercial license, due to medical reasons, shall not be subject to the contractual transfer or salary reduction described in Section 17.9(b), above.



## 17.10 ZONAR OR OTHER GLOBAL POSITIONING SYSTEM (GPS) & SAFETY STICKERS

Zonar and other GPS devices will be used for purposes of improving departmental efficiencies to include, but not be limited to, preserving City resources and preventing idle time. Zonar or GPS data shall not be used by the City as the only factor in gathering data for purposes of discipline. However, the data may be used to substantiate public complaints, support findings or confirm work performance issues for purposes of discipline. The City may place one “safety sticker” on City vehicles which reads “How’s My Driving? Dial 311.” Safety sticker shall not exceed 200 square inches and will not be placed in an area which obscures the driver’s safe operation of the vehicle.

## 17.11 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 (\$100.00).

### 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.

## 17.12 PROBATIONARY PERIOD

### a. Probationary Period

The probationary period is an extension of and an integral part of the examination process. It shall be utilized for closely observing the employee's work, for securing the most effective assimilation of a new employee, and for determining if performance meets the required standards of the job.

- (1) The probationary period for employees in this Unit shall be twelve (12) months in duration.
- (2) An employee may be released, without right of appeal, during the probationary period. Written notice of for the release shall be furnished the probationer.

### b. Employee Service Rating and Reports

Employees are entitled to Employee Service Rating and Reports which outline progress and performance in their classifications.

### c. The Employee Service Rating and Report shall primarily serve as follows:

- (1) To regularly review employee's performance with the supervisor;
- (2) To ascertain and encourage the improvement in performance or progress of employee;
- (3) To provide effective supervision of an employee; and
- (4) To note and reward outstanding achievement by an employee.

An employee in a twelve (12) month probationary position shall receive such Reports on or about the end of the third, fifth, eighth, and eleventh months of service and annually thereafter.

## 17.13 NEW EMPLOYEE ORIENTATION

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

## 17.14 EMPLOYEE INFORMATION

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

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

#### 17.15 PERS RETIREMENT PLAN

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

- (1) 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.
- (2) Effective June 20, 2020, employees covered under Section 17.15(a) (Member Contribution to PERS Retirement Plan – Classic Members) shall pay, through payroll deduction, one hundred percent (100%) of the seven percent (7%) member contribution, plus an additional one percent (1%) of the employer's contribution of PERSable compensation for a total contribution of eight percent (8%) toward the cost of pension benefits as permitted by Government Code section 20516 (Employee Cost Sharing of Additional Benefits). The parties acknowledge that CalPERS mandates an election of unit members, separate from the ratification of this MOU, to provide for this cost sharing pursuant to Government Code section 20516. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to the CalPERS contract, employee contributions will be made pursuant to Government Code section 20516. Should the membership vote against the CalPERS contract amendment, effective June 20, 2020, the above referenced one percent (1%) cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code section 20516(f). The Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section.

##### 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.

#### 17.16 MODIFIED/ALTERNATIVE DUTY POLICY

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

#### 17.17 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.

#### 17.18 ON THE JOB TRAINING PROGRAM

In the interest of creating a pathway for employees in the classification of Equipment Serviceworker to gain On-The-Job training (OJT) and experience as an Equipment Mechanic, during the term of this Agreement, Fleet Management will design an OJT program to assist employees interested in gaining such experience. The following will apply to the OJT program:

- a. The employee must meet the minimum qualifications of the Equipment Mechanic I classification and express interest to participate in the program.
- b. The employee will be designated with a working title as an OJT Equipment Mechanic I and assigned the work of the classification Equipment Mechanic I. Such designation will be done in writing and shall end one (1) year from the date of assignment. Employees shall not serve more than one (1) year in this program.
- c. Participating employees shall receive four (4) performance evaluations which shall be completed every three (3) months. The completed evaluations will be maintained in the employee's department file.
- d. The OJT Equipment Mechanic program is voluntary, and employees designated as OJT Equipment Mechanic I's shall not qualify for the allowance in Article 11.1, Temporary Work In A Higher Classification, in this Agreement. Such time in the assignment will not count as seniority toward the Equipment Mechanic I classification, however, time spent in the program will count toward the Equipment Serviceworker classification seniority.
- e. Participation in the program does not guarantee automatic placement in the Equipment Mechanic classifications. The OJT program is a pilot program for the term of this Agreement and can be canceled by either the City or Union with thirty (30) days' notice.

#### 17.19 DEFERRED COMPENSATION PLAN

Career employees may participate in the City's Deferred Compensation 457 Plan, to the extent provided by law.

Each participant in the Plan shall contribute an administrative fee of one dollar and fifty cents (\$1.50) per month from their plan balance to the Plan's administrative allowance account. Funds accumulated by the administrative fee will be utilized as prescribed in the Defined Contribution Plans Committee's Fee and Expense Policy.

#### 17.20 TERM

- a. This Agreement shall remain in full force and effect from June 19, 2021, to and including June 30, 2023.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: April 26, 2022

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

CITY OF SACRAMENTO

---

Mark Martin  
Chief Negotiator

---

Shelley Banks-Robinson  
Director of Human Resources

---

Paul Abarca  
Business Representative

---

Aaron Donato  
Labor Relations Manager

---

Randy McCrum  
Negotiating Committee

---

Christen Snyder  
Chief Negotiator

---

Art (Herman) Osby  
Negotiating Committee

---

Mark Stevens  
Negotiating Committee

---

Eric Benoit  
Negotiating Committee

---

Leslie Wisniewski  
Negotiating Committee

---

Mark Denhart  
Negotiating Committee

Approved as to form:

---

Brett M. Witter  
Supervising Deputy City Attorney