

City of
SACRAMENTO

And



Labor Agreement

**Covering All Employees in the
Exempt Management,
Exempt Management Support,
and Confidential/Administrative Units**

2021-2023

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the SACRAMENTO CITY EXEMPT EMPLOYEES ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the City and the Association and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The City hereby recognizes the Association as the exclusive bargaining agent for all employees in the Exempt Management (Unit 01), Exempt Management Support (Unit 14), and Confidential/Administrative (Unit 10) Units, as defined in the City's [Employer-Employee Relations Policy](#), and agrees to meet and confer and otherwise deal exclusively with the Association on all matters within the scope of representation pertaining to the said employees as authorized by law.

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Exempt Management (Unit 01), Exempt Management Support (Unit 14), and Confidential/Administrative (Unit 10) Units as defined in the [Employer-Employee Relations Policy](#) shall be covered by this Agreement except as hereinafter provided.

1.3 DEFINITIONS

- a. As used throughout this Agreement, the terms “Career Employee” and “Non-Career Employee” shall be given the same meaning as set forth in the Rules and Regulations of the Civil Service Board ([Civil Service Rules](#)).
- b. As used throughout this Agreement, the term “Exempt Employee” shall mean employees filling classifications identified as exempt from the classified service [pursuant to the City Charter](#) and as identified in the [Employer-Employee Relations Policy](#). Exempt employees are “at-will” employees serving at the pleasure of the Appointing Authority. Nothing in this Agreement shall be construed to be an express or implied covenant or contract of continued employment, or to create a property right or tenure for any person appointed to positions that are exempt from the classified service. Consequently, just cause is not required for discipline and there are no appeal rights.

- c. Eligibility for Benefit and Leave Accrual
- (1) Exempt, career, and non-career +1040 employees shall receive health benefits and leave accruals based on the full-time equivalent (FTE) of the budgeted authorized position (BAP) as follows:
 - (a) 0.8 FTE BAP or higher shall receive full benefits and leave accruals
 - (b) 0.5 up to a 0.79 FTE BAP shall receive one-half (1/2) of the benefits and leave accruals
 - (c) 0.49 or less FTE BAP shall not receive benefits or leave accruals
 - (d) Employees in less than a 0.8 FTE BAP but working thirty (30) or more hours per week shall receive health benefits consistent with the Patient Protection and Affordable Care Act.
 - (2) Unless provided otherwise in this Agreement, non-career -1040 employees are not eligible for any health benefits or leave accruals.
- d. City Service Seniority: City service seniority shall be calculated using each employee's cumulative employment with the City. For a part-time employee, City service seniority shall be prorated. Within ninety (90) days of being rehired employees may make a request to Human Resources that their prior employment be used to calculate their City service seniority. This use of prior employment for calculating the City service seniority for rehired employees shall not create a right to retroactive benefits.
- e. Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification plus any time spent in a higher job classification, but not including any time spent in a lower job classification.
- The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee whose position has been reallocated in accordance with the applicable [Civil Service Rules](#), classification seniority shall include all time in the prior classification. For a part-time employee, classification seniority shall be prorated.
- f. Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- g. Seniority Adjustments: Classification seniority and City service seniority shall be reduced by any period not employed. There shall be no reduction for time spent on an approved unpaid leave of absence.

- h. Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
 - (1) Discharge
 - (2) Retirement
 - (3) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

- a. This Agreement, when signed by the parties and approved by the City Council, supersedes all other Agreements between the parties and represents the sole agreement between the parties.
- b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained in this Agreement.
- 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 RIGHTS VESTED EXCLUSIVELY WITH THE CITY

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement except as expressly modified in this Agreement. Unless specifically in conflict with this Agreement, all management rights shall remain vested exclusively with the City including the right to eliminate, contract or subcontract out functions or services performed by unit personnel.

3.2 FILLING VACANT POSITIONS

The City retains the sole and exclusive right to determine when and if a vacant position will be filled.

ARTICLE 4 – ASSOCIATION RIGHTS

4.1 PAYROLL DEDUCTIONS

- a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly member dues and (2) the insurance premiums for the City or Association plans, not to exceed three (3) insurance deductions per member.
- b. 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 herein using the authorization forms agreed to by the City and the Association. Any future changes or modifications to the authorized form shall be agreed upon between the City and the Association. The form shall include the following:
- Employee full name
 - Employee eCAPS ID number or the last four digits of their Social Security number
 - Bargaining Unit
 - Amount or percentage of monthly membership dues
 - Additional union-sponsored deductions (e.g. life insurance)

Any future changes or modifications to the authorization form shall be agreed upon between the City and the Association.

- (2) 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 Association shall assume the duty of direct collection from the employee.
- (3) The authorization form for deductions shall be completed and submitted by the Association to the Payroll Division, Department of Finance.
- (4) Such deductions shall be made only upon submission to the Payroll Division, Department of Finance, of the said authorization form duly completed and executed by the Association.
- (5) When changes in rates affect large groups of Association members, the Association may, in lieu of the dues authorization form, notify the Payroll Division, Department of Finance, by email of the new rate and clearly define the group(s) of Association members who are affected.

- (6) The Association is responsible for submitting the dues authorization form to the Payroll Division, Department of Finance with any changes in the amounts to be payroll deducted from the paychecks of employees who have so authorized.
- (7) Dues deductions shall occur over twenty-four (24) paychecks per year, which shall be the first two (2) paychecks each month.
- (8) The City will remit to the Association a single dues check for all SCXEA units each pay period. At such time as the City's accounts payable system is able to do so, the City will remit to the Association by electronic funds transfer (EFT) for all deductions. The City shall include with the check a report listing the employees enrolled and the amount the employees paid.
- (9) Unless notified in writing by the Association of an employee's request to cancel their dues deduction, the City will continue to deduct Association dues, and/or any additional deduction(s) noted. Notification will be made to the Payroll Division, Department of Finance, utilizing the dues authorization form notating in the "Additional Information" column that it is a membership cancellation.
- (10) Dues deductions that have been submitted by the Association utilizing the dues authorization form received in Payroll Division, Department of Finance, by noon on the last day of a pay period, will reflect a deduction on the check for that pay period. There shall be no collection of dues arrearages by the City.
- (11) The Association shall maintain signed authorization forms by their members certifying that the dues and/or fee 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.
- (12) The Association shall indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance premiums or other programs sponsored by the Association.

4.2 RELEASE TIME

- a. SCXEA-represented employees shall utilize the Association release time donation [forms](#) and/or associated procedures to authorize donation of their leave balances for such purposes.
- b. Eligible SCXEA Board members shall be allowed to use this leave to attend meetings with the City and for other Association activities not prohibited by

law. Use of the leave bank shall be subject to the approval of SCXEA and the employee's supervisor.

- c. Employees may donate up to forty (40) hours each year from accrued leave balances, excluding sick leave. Donations shall be irrevocable and not returnable to the donating employee. The maximum cumulative number of hours donated by all members shall not exceed one thousand and forty (1040) hours per calendar year. Any unused hours in the bank on December 31 shall be carried over into the next calendar year. The total amount of release time in the bank, including any carryover, shall at no time exceed one thousand and forty (1040) hours.
- d. Within thirty (30) calendar days of adoption of this Agreement by the City Council, the City will provide SCXEA with a one-time leave bank of five hundred and twenty (520) hours of release time for SCXEA Board Members for Association business. Board members shall endeavor to provide forty-eight (48) hours' advance notice for the use of this leave by emailing their supervisor and copying the SCXEA President. Use of this leave is subject to the approval of the employee's supervisor.

4.3 BULLETIN BOARDS

The City shall provide bulletin boards at work locations mutually agreed upon with the Association for posting Association information, notices and communications. The board size shall be no larger than three (3) feet by four (4) feet unless agreed to otherwise by the parties.

4.4 LIST OF EMPLOYEES

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

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

4.5 USE OF CITY EMAIL

- a. The Association shall have reasonable use of the City's electronic mail system (email) for communicating with its members and with the City. Members of the Association shall have reasonable use of the City email system to contact the Association and its members. Use of the email system is subject to provisions of the City's [Information Technology Resource Policy \(API#30\)](#).
- b. The Association shall have the right to reasonable use of the City's existing internal mail system to contact its members.
- c. The City shall not be held responsible for untimely or lost communications.

4.6 NEW EMPLOYEE ORIENTATION

Unless otherwise agreed in advance, Association Business Representatives, 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 Association and the labor agreement.

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

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 PURPOSE

The City and Association recognize the desirability of establishing an orderly, systematic, and efficient procedure through which an employee may resolve concerns arising out of the interpretation and application of the express terms of this Agreement and shall exclude matters for which there are established and applicable Civil Service Board appeals processes.

5.2 PROCEDURE

- a. The City and the Association agree to implement the following grievance procedure. The grievance procedure shall be used to process and resolve disputes arising under this Agreement except to the extent that the City Charter, or rules of the Civil Service Board, vests jurisdiction elsewhere. The purpose of this procedure is to resolve issues informally at the appropriate level, and to provide an orderly procedure for reviewing and resolving disputes promptly.
- b. No matter shall be considered as a dispute 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. The thirty (30) day time limit for filing for a grievance may be extended with the mutual agreement of the parties. Time limits at each step may be waived by mutual agreement of the parties.

5.3 DEFINITIONS

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this Agreement.
- b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

- c. As used in this procedure, the term “party” means an employee, the Association, the City, or their authorized representatives.
- d. The employee retains all rights conferred by Sections 3500 et seq., of the Government Code or Civil Service Board Rules and Regulations of the City unless waived by such employee.

5.4 STEP ONE

- a. An employee who believes they have cause for grievance may contact the Association and their supervisor. If, after discussion with the supervisor, the employee does not feel the issue has been resolved, the dispute shall be reduced to a written appeal, signed by the employee or their representative.
- b. The written appeal shall include a statement indicating the dispute raised by the employee and cite to section(s) of this Agreement at issue. The appeal shall also include a description of the remedy or correction requested of the City.
- c. The employee’s manager or designee shall provide a written response to the appeal within fourteen (14) calendar days from the time they received the appeal. The response from the manager or designee shall include a statement of the City’s position and the facts upon which it is based, and the remedy or correction which has been offered, if any.

5.5 STEP TWO

If the employee or Association determines that the City’s first step response is not satisfactory, an appeal to the second step must be made within fourteen (14) calendar days. The second step meeting will be held within fourteen (14) calendar days of the second step appeal. The Association representative and a designated City representative will meet in an effort to resolve the matter. The City’s response to the second step appeal will be made within fourteen (14) calendar days after the closure of the meeting.

5.6 ARBITRATION

- a. If the Association determines that the City’s second step response is not satisfactory, the Association may appeal the dispute to arbitration. The request for arbitration must be given in writing to the City representative within thirty (30) calendar days from the date of the second step response.
- b. An arbitrator may be selected by mutual agreement between the Association and the City. Should the parties fail to agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) or more 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 the 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 Association, and employee.
- d. The fees of the arbitrator and any court reporter will be borne equally by the Association and the City.

5.7 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent in attendance at a meeting or arbitration hearing held pursuant hereto. The Association agrees that the number of witnesses requested to attend, and their scheduling shall be reasonable, and that best efforts will be made to schedule the witnesses to avoid unnecessary time waiting to testify.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARIES

Effective June 20, 2020, all salary steps shall be increased by three and one-half percent (3.5%).

6.2 EQUITY ADJUSTMENTS

- a. Effective the first full pay period after City Council adoption of this Agreement, the classification of Treasury Manager shall receive a twenty-two and sixty-two one-hundredths percent (22.62%) salary increase.
- b. Within six (6) calendar months of the City Council's adoption of this Agreement, the parties will meet and confer regarding wage increases for the following SCXEA-represented classifications:

(1) City Attorney's Office

- (a) Senior Deputy City Attorney
- (b) Deputy City Attorney II
- (c) Deputy City Attorney I
- (d) Law Office Administrator
- (e) Special Assistant to the City Attorney
- (f) Paralegal Technology Support
- (g) Paralegal
- (h) Supervising Legal Secretary
- (i) Legal Secretary
- (j) Senior Legal Staff Assistant
- (k) Legal Staff Assistant
- (l) Investigator

(2) Information Technology Department

- (a) IT Manager
- (b) IT Supervisor
- (c) Principal Applications Developer
- (d) Principal Systems Engineer
- (e) Senior Systems Engineer
- (f) Senior Applications Developer
- (g) Systems Engineer
- (h) Applications Developer

Six (6) calendar months following the City Council's adoption of this Agreement, SCXEA may request to meet and confer regarding wage increases for the classifications of Police Lieutenant, Police Captain, and Assistant Fire Chief. Upon request, the City shall meet with SCXEA within 30 days of that request.

- c. During the term of this agreement, either party may request to meet to discuss salary equity adjustments of classifications covered by this agreement. With the exception of the classifications identified in 6.2(b) and 6.2(c), mutual agreement will be required for salary equity adjustments.

ARTICLE 7 – SALARY ADMINISTRATION

7.1 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

- a. An employee who is recalled after layoff shall return at the same salary step occupied prior to the layoff. Upon recall, the anniversary date for subsequent salary adjustments shall be twelve (12) months from the date of recall until the maximum of the salary range is reached.
- b. If a former employee is reemployed or rehired, the employee may receive any salary in the classification range. The anniversary date for subsequent salary adjustments shall be twelve (12) months from the date of reemployment or rehire until the maximum of the salary range is reached.

7.2 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

For FLSA-exempt employees, except as otherwise provided by City policy, for partial day absences a salaried employee shall be charged leave for each whole hour of absence if the absence results in the employee working less than forty (40) hours in the week. If there is no accrued, useable leave, that employee's pay shall be reduced in an amount equal to the employee's hourly rate of pay for each whole hour of the absence.

7.3 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON COMPENSATION

Time spent on a leave of absence without pay of ten (10) or less consecutive workdays shall not affect the pay adjustment eligibility during a rating period. Such leaves in excess of ten (10) consecutive working days may affect eligibility during a rating period at the discretion of the Appointing Authority in a manner consistent with state and federal law.

7.4 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in [Section 108 of the City Charter using an employee's City Service Seniority as defined in Section 1.3\(d\) \(Definitions\)](#). The amount to be paid annually on the second check in July after twenty (20) years of City service shall be one hundred dollars (\$100), and after twenty-five (25) years of City service, an additional two hundred dollars (\$200), for a total of three hundred dollars (\$300). The parties acknowledge that Longevity Pay is provided for 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 provisions 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.

7.5 OUT-OF-CLASSIFICATION PAY

If a supervisor assigns an employee to perform the full range of duties of a higher classification, the employee shall receive out-of-classification pay up to a maximum of ten percent (10.0%) above the employee's rate of pay, or the maximum salary of the higher classification where there is not a ten percent (10.0%) differential between the classifications. A department head may approve out-of-classification pay greater than ten percent (10.0%) with written justification and approval by the appropriate Charter Officer. The City will provide the Association a monthly list of employees in classifications represented by the Association who received out-of-classification pay and to which position the employee is working out-of-classification.

7.6 EFFECTIVE DATE OF SALARY 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, or subject to, the change. Each 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.

7.7 SALARY STEP ADVANCEMENT

Employees shall be covered by a step advancement process as follows:

- a. The salary range for each classification, unless otherwise adjusted by the parties, shall be applied as a twelve (12) step range with the current maximum set as Step 12.

- b. The range differential shall be two and one-half (2.5%) percent between steps.
- c. Except as otherwise provided in this Section, employees shall be eligible to advance to the next higher step on the pay period following the completion of fifty-two (52) weeks (2,080 regular hours) in their current classification.
- d. Employees occupying classifications of Police Captain and Police Lieutenant prior to August 6, 2015, shall be eligible to advance to the next step on the pay period following January 1 of each year that they continuously occupy that classification.
- e. Steps may be accelerated or withheld by the Appointing Authority based on each employee's documented performance in the employee's classification.

7.8 PROBATIONARY PERIOD

- a. The probationary period for Civil Service employees, hired on or after December 4, 2018, employed in classifications covered under this Agreement, shall be twelve (12) months (2,080 regular hours). Probation is an extension of the hiring process and the employee may be released from probation at any time during the probationary period with no appeal rights. Employees shall receive one performance evaluation every three (3) months during the probationary period.

Employee performance evaluations are not subject to the grievance procedure.

- b. If the probationary period is extended in excess of thirty (30) consecutive calendar days due to light duty, sick leave, leave without pay, or injury-on-duty time, the employee's first salary step increase will be delayed for a period consistent with the extension. If the employee completes the probationary period, the increase shall be implemented retroactively to the date when it was originally due.

7.9 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

- a. Movement to a higher classification is when an employee moves from one classification to another which has a higher salary range, and the employee shall receive an increase at least equal to five percent (5%) or the minimum of the new range, up to the maximum rate of the higher classification.
- b. Movement to another position in the same classification or a classification with the same salary range means that the employee shall maintain the same salary and same anniversary date unless the Appointing Authority authorizes an increase.
- c. Movement to a lower classification is when an employee's position is reallocated to a classification with a lower salary range, and the employee

shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. When an employee voluntarily demotes, they shall remain at the same salary, or the top of the new salary range, whichever is less.

7.10 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of the employees in the classification shall be adjusted consistent with the change, except that the Appointing Authority may withhold the increase based on documented performance issues. In cases where the increase is withheld, the employee shall retain the current anniversary date for further step increases within the new range.

7.11 RATES HIGHER THAN TOP OF THE RANGE (Y-RATE)

Whenever the salary of an employee is above the maximum of the salary range for the classification, such salary shall be designated as a “Y-rate.” Upon promotion to a higher classification, the employee shall receive a five percent (5%) minimum increase, not to exceed the top of the new range.

ARTICLE 8 – HEALTH AND WELFARE

8.1 CITY INSURANCE CONTRIBUTION TO FULL AND PART-TIME CAREER EMPLOYEES

- a. The City shall administer a Cafeteria Plan (Plan) 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 in [Section 8.3](#), below. For employees that elect to participate in a City-sponsored health plan, one-half (1/2) of the City contribution will be made to eligible employees on each of the first two (2) paychecks (Eligible Paycheck) in each month.
- b. Eligible 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 [Consolidated Omnibus Budget Reconciliation Act \(COBRA\)](#), whichever is greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.
- c. Notwithstanding Section 8.1(b) above, eligible 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.

8.2 CONTRIBUTIONS TO NON-CAREER EMPLOYEES

- a. The City shall contribute City dollars as provided in [Section 8.3](#) below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of the City contribution for each of the first two (2) paychecks of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.
- b. To be eligible for City dollars under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each 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 paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month shall result in the employee being automatically dropped from the City-sponsored insurance program until the next open enrollment period or qualifying event.

8.3 AMOUNT OF CONTRIBUTION

- a. Employees Enrolled in an Account-Based Health Plan (ABHP)
 - (1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).
 - (2) For employees enrolled in an ABHP, the City contributions shall be as specified in [Section 8.3\(b\)](#), below. To the extent that the premium for the ABHP is less than the monthly City contribution, any excess City contribution shall be credited to the employee's Health Savings Account (HSA) to the extent allowed by law.
- b. Employees Not Enrolled in an ABHP
 - (1) For full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$747.00 per month.

Effective the pay period beginning March 12, 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) For full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,193.00 per month.

Effective the pay period beginning March 12, 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 per month.

- (3) For full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$1,587.00 per month.

Effective the pay period beginning March 12, 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 per month to purchase City-sponsored dental and vision coverage.
- d. Part-time employees shall be prorated as indicated in subsection [8.2\(a\)](#).
- e. Employees who are eligible to receive the City contribution who do not provide proof of other group medical coverage or do not enroll in City medical coverage within thirty (30) days of being eligible for the City's contribution shall be enrolled in the lowest cost traditional HMO medical plan for employee only coverage.
- f. Employees shall not receive any portion of the City contribution as cash.

8.4 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 December 5, 2017, may cover the domestic partner under the employee's City-sponsored medical plan. The employee's contribution for the premium cost for the domestic partner coverage will be made on an "after tax" basis.
- b. An employee who has a domestic partner and is registered with the Secretary of State of the State of California, may cover domestic partner and/or the domestic partner's children, under the employee's City-sponsored medical plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in [Section 8.3](#).
- 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 under the age of 26 in which the City has received notice of 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 purposes of medical insurance shall also be in accordance with the Patient Protection and Affordable Care Act.

8.5 CASH-BACK LIMITS

- a. The cash-back of City dollars from the IRS Section 125 Plan shall be limited to \$200.00 per month for employees who waive enrollment in a City-sponsored group health plan.
- b. New, reemployed, or rehired employees or employees who were not receiving the cash-back as of June 30, 2012, shall not be eligible for the cash-back option.
- c. Employees transferring to classifications covered by this Agreement who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

8.6 LIFE INSURANCE

a. Basic Life Insurance

The City will provide basic life insurance in an amount of \$50,000 to each eligible employee at no charge. This benefit shall not be prorated for part-time employees.

b. Insurance Over \$50,000

Employees may purchase out-of-pocket supplemental life insurance in the amount of up to three (3) times annual salary subject to limitations specified by the insurance carrier.

8.7 LONG-TERM DISABILITY

Employees in the Exempt Management (Unit 01) and Exempt Management Support (Unit 14) Units shall receive City-paid long-term disability insurance.

8.8 STATE DISABILITY INSURANCE (SDI)

- a. Eligible career employees in the Confidential/Administrative (Unit 10) Unit who file for SDI benefits in accordance with applicable State of California rules and procedures may integrate such SDI benefits with their own leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balances combine to provide a bi-weekly adjusted net income which is

equivalent to 100% of the employee's regular net income so long as available leave balances and SDI eligibility permits. The regular net income is the employee's gross income, less any required deductions such as taxes, retirement and SDI insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be deducted from the resultant net pay.

- b. Eligible career employees employed in the Confidential/Administrative (Unit 10) Unit may integrate the following accrued City leave balances with SDI:
 - (1) Sick Leave
 - (2) Personal Leave
 - (3) Compensating Time Off (CTO)
 - (4) Holiday Leave
 - (5) Vacation Leave
- d. Eligible part-time career employees shall be included in this program on a pro-rata basis.
- e. At the request of the Association, the Exempt Management (Unit 01) and Exempt Management Support (Unit 14) Units may each participate in an election to enroll in the SDI program. Such election will be held pursuant to the regulations of the State of California.

8.9 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) program to employees as permitted by Internal Revenue Service Regulations for the following:

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

8.10 RETIREE HEALTH SAVINGS ACCOUNT (RHSA)

The City has established Retiree Health Savings Accounts (RHSA) for employees covered by this Agreement as follows:

- a. For employees hired on or after August 8, 2015, the employee shall contribute two percent (2.0%) of salary per pay period to an individual RHSA.
- b. For employees hired prior to August 8, 2015, the employee shall contribute twenty-five dollars (\$25.00) per pay period to an individual RHSA.

- c. Employee contributions to the RHSA will be mandatory for each group. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan documents for both groups of employees shall allow employee withdrawals of their RHSA upon separation from the City, subject only to those restrictions in the Internal Revenue Code (IRC) or other applicable law.
- d. If the contributions collectively made by the City and the employee to any health benefits provided pursuant to this Agreement result in the imposition of the excise tax commonly called the “Cadillac Tax” (imposed on excess contributions pursuant to the Patient Protection and Affordable Care Act), the parties shall meet and confer regarding options to avoid, reduce, or eliminate any payment of the Cadillac Tax.

8.11 RETIREES OR SURVIVOR DEPENDENTS

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

- a. The maximum contribution towards the purchase of medical, dental, or vision insurance for retirees is \$300 per month for the retiree. A retiree with a dependent enrolled on the retiree’s medical plan shall receive an additional sixty-five dollars (\$65.00) per month. The retiree shall not receive any portion of the City contribution as cash.
- b. Retiree Insurance Contributions
 - (1) Except as provided below, to be eligible for the City retiree insurance contribution, the employee must retire from active City service with a minimum of ten (10) full years of City service, a service or ordinary disability retirement, and be at least fifty (50) years of age.
 - (2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution 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 of ten (10) full years of service but less than fifteen (15) full years of City service shall be eligible to receive fifty percent (50%) of the City's retiree insurance contribution identified in subsection 8.11 (a) above.
 - (b) Employees with a minimum fifteen (15) full years of City service but less than twenty (20) full years of City service shall be eligible to receive seventy-five percent (75%) of the City's retiree insurance contribution identified in subsection 8.11 (a) above.

- (c) Employees with a minimum of twenty (20) full years of City service shall be eligible to receive one hundred percent (100%) of the City's retiree insurance contribution identified in 8.11 (a) above.
- (4) An employee who does not retire from the Sacramento City Employee Retirement System (SCERS) or the California Public Employees Retirement System (CalPERS) within one-hundred twenty (120) days from the date of separation from employment shall not be eligible for the City's retiree insurance contribution and may not enroll in a City medical, dental, or vision plan.
- (5) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.

c. Pre-Medicare Retirees

Pre-Medicare retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored medical plan or purchase a non-City medical plan. A retiree who elects to purchase a 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.

d. Medicare Retirees

In order for Medicare eligible retirees to maintain eligibility for the City retiree health insurance contribution, each eligible retiree and eligible dependents must enroll in Medicare Parts A and B upon being eligible for such benefits. Medicare retirees may elect to participate in a City-sponsored Medicare medical plan or purchase an individual Medicare 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 plan without restriction to the amount of time that the retiree has waived a City-sponsored medical plan. Medicare retirees may only enroll eligible dependents on their City-sponsored Medicare medical plan, if the eligible dependents have enrolled in Parts A and B. Non-Medicare dependents may be enrolled as long as the retiree has been enrolled on a City non-Medicare plan within two (2) years of the effective date of coverage for enrollment of the non-Medicare dependent.

Medicare retirees who are eligible for Medicare Parts A and B who elect to purchase an individual medical plan shall only be reimbursed the cost of the individual premium associated with a Medicare Advantage, Medicare Supplemental, and/or Medicare Prescription Drug plan up to the City contribution identified in subsection 8.11(a), above.

e. Retiree Insurance Contribution Exclusion

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

f. Industrial Disability or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions and death in the line of duty survivors will be entitled to one hundred percent (100%) of the City retiree insurance contribution regardless of years of service.

g. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to continue receiving the retiree insurance contribution. The benefit to survivor dependents shall be calculated as provided in [Article 8.11 \(a\)](#).

h. Limitation Clause

No employee or retiree shall have any rights to retiree or survivor dependent benefits provided by Section 8.11 after September 22, 2023.

i. Elimination of Retirees or Survivor Dependents Benefits

No employee hired, reemployed, or rehired on or after June 30, 2012, shall be eligible for any retiree or survivor dependent City-contribution provided by this Section. Employees transferring into classifications covered by this Agreement after June 30, 2012, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer.

ARTICLE 9 – RETIREMENT

9.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) RETIREMENT PLAN

a. Member Contribution to PERS Retirement Plan – Classic Members

(1) Effective June 30, 2012, police safety employees and miscellaneous employees shall pay the full member contribution, 9% and 7% respectively, to the PERS retirement plan.

(2) Effective January 1, 2013, fire safety employees shall pay, as a cost share, the 9.81% value of the employer share of PERS. The City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan on behalf of fire safety employees. The City's payments to the member contribution shall be reported to PERS as additional

compensation for the purpose of retirement benefit calculations to the extent allowed by law.

(3) Effective August 22, 2015:

- (a) Fire safety employees shall pay twelve percent (12%) of salary to the employer share of PERS. The parties have amended the PERS contract to reflect a new cost-share agreement, in which fire safety classic member shall, from the date of the amendment, pay the twelve percent (12%) of the employer contribution as a PERS cost-share and it will be credited to the employee's account.
- (b) Police safety employees shall pay twelve percent (12%) of salary to the PERS retirement plan. The parties have amended the PERS contract to reflect a new cost-share agreement in which police safety classic members shall, from the date of the amendment, pay a nine percent (9%) employee contribution and three percent (3%) of the employer contribution through PERS cost-share so that it will be credited to the employee's account.
- (c) Miscellaneous employees shall pay eight percent (8%) of salary to the PERS retirement plan. The parties have amended the PERS contract to reflect a new cost-share agreement in which miscellaneous members shall, from the date of amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share so that it will be credited to the employee's account.

b. Member Contribution to PERS Retirement Plan – New Members

Employees hired after December 31, 2012, shall be members in the PERS on terms consistent with the Public Employees' Pension Reform Act (PEPRA). Employees who are "new members" shall contribute fifty percent (50%) of the total normal cost as required by PEPRA.

9.2 DEFERRED COMPENSATION PLAN

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

9.3 SECTION 401(a) MONEY PURCHASE PLAN

The City's established IRS Section 401(a) Plans shall be available to eligible employees and participation for eligible employees shall be mandatory. The Plans shall conform to all IRS requirements. Contributions to the Plan shall be as follows:

a. Exempt Management (Unit 01) Unit

The City shall contribute four percent (4%) of salary and the employee shall contribute five percent (5%) of salary to the Plan.

b. Exempt Management Support (Unit 14) Unit

The City shall contribute four percent (4%) of salary and the employee shall contribute five percent (5%) of salary to the Plan.

c. Confidential/Administrative (Unit 10) Unit

The City shall contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary to the Plan.

ARTICLE 10 – HOURS OF WORK

10.1 HOURS OF EMPLOYMENT

- a. The normal work period for employees shall begin at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.
- b. The normal workweek for full-time employees who are covered by the overtime provisions of the Fair Labor Standards Act (FLSA) shall consist of forty (40) hours of work during the seven (7) day normal work period.
- c. The normal workweek shall not apply to employees exempt from the overtime provisions of the FLSA. These employees are expected to work whatever time is required to perform the duties of their positions.
- d. The workweek for part-time employees shall be determined by the Appointing Authority.

10.2 VOLUNTARY WORK FURLOUGH PROGRAM

The City's [Voluntary Work Furlough/Reduced Workweek Program](#) shall be applicable to all employees. The benefit plan of eligible employees shall not be reduced or prorated by participation in such work reductions.

10.3 TELECOMMUTING PROGRAM

Employees may participate, at the discretion of the Appointing Authority, in the City's Telecommuting Program.

10.4 ALTERNATIVE WORK SCHEDULE PROGRAM

Employees may participate, at the sole discretion of the Appointing Authority or designee, in an alternative work schedule program such as 9/80 or 4/10 schedules.

Employee participation in an alternative work schedule program shall be dependent on employee performance, shall not disrupt department operations, and may require a change in the employee's workweek or work period at the City's discretion.

10.5 EMERGENCY RESPONSE BY FIRE MANAGEMENT

When a Fire Assistant Chief is required to respond to a call for mutual aid during an emergency or disaster, or a strike team, and works in excess of the employee's regular work schedule, the employee shall be paid at the regular hourly rate from time of dispatch until time returned.

10.6 EMERGENCY RESPONSE BY POLICE MANAGEMENT

When a Police Lieutenant or a Police Captain is required to respond to a call for mutual aid during an emergency or disaster and works in excess of the employee's regular work schedule, the employee shall be paid at the regular hourly rate for the duration of the call-up.

10.7 EMERGENCY RESPONSE BY CITY ATTORNEY CLASSIFICATIONS

Employees in the classifications of Deputy City Attorney I, Deputy City Attorney II, or Senior Deputy City Attorney who are required by their supervisor to remain on call for response to an officer involved shooting or in custody death, shall be paid (\$65.00) each day that they remain on call. There shall be no additional compensation for the time worked in response to an officer involved shooting or in custody death, even when in excess of the employee's regular work schedule.

10.8 POLICE LIEUTENANT COVERAGE

When a Police Lieutenant is required to work for another Lieutenant during the employee's scheduled time off, the employee shall be paid at the regular hourly rate for all hours worked on the additional shift.

10.9 SUPPLEMENTAL POLICE EMPLOYMENT

The Police Department may utilize the services of lieutenants and captains for supplemental employment under the following conditions:

- a. Lieutenants and captains may volunteer for assignments in the same manner as authorized officers and sergeants and shall be allowed to fill positions after all authorized officers and sergeants on the list have been placed.
- b. Lieutenants and captains shall be paid at the officer rate for work performed, unless assigned to the duties of a sergeant, at which time they would be paid the sergeant rate for work performed.

- c. When working a supplemental assignment, lieutenants and captains shall be assigned by the Supplemental Employment Unit Sergeant and shall work at the direction of the sergeant assigned to the event.
- d. In the event that a police incident arises which requires the presence of command staff on scene, a lieutenant and/or captain working supplemental employment at the event shall assume command of the scene until relieved by the on-duty Watch Commander.
- e. In the event there are insufficient authorized sworn personnel to cover an event and the Police Department requires a lieutenant or captain to work at a supplemental employment event, they shall be paid at their typical rate for all hours worked.

10.10 FLEXIBLE WORK SCHEDULES FOR EXEMPT MANAGEMENT (UNIT 01) AND EXEMPT MANAGEMENT SUPPORT (UNIT 14)

- a. With the approval of their manager/supervisor, FLSA exempt employees who work more than forty (40) hours in a workweek may be allowed to reduce their work schedule by the same number of hours, or less, within the same bi-weekly pay period. For good cause shown, and with the approval of the Department Head or designee, the reduced schedule may occur in a subsequent pay period. The employee must:
 - (1) Work in an assignment that allows such flexibility with consideration of internal and external customer needs, operational requirements, and status of current assignments;
 - (2) Be in good standing and performing at a satisfactory or higher level;
- b. With the approval of their manager/supervisor, FLSA exempt employees may be permitted to work remotely from their assigned work site on an occasional basis. This remote work shall not be interpreted as a telecommuting agreement and shall be allowed only if the conditions listed in Section 10.10(a)(1)-(2) are met. When working remotely, the employee must work their normal hours and remain available by telephone and e-mail.
- c. The decision to allow for a reduction in hours or to work remotely pursuant to this Section 10.10 is within the discretion of the supervisor/manager. The denial of an exempt employee's request, or the rescission of approval once given, shall not be considered a grievance subject to procedures set forth in [Article 5](#).

ARTICLE 11 – OVERTIME COMPENSATION

11.1 OVERTIME COMPENSATION FOR FLSA COVERED EMPLOYEES

This Section applies only to those employees who are non-exempt from the overtime provisions of the Fair Labor Standards Act:

- a. Employees required to work in excess of forty (40) hours in a single workweek, or on a recognized holiday, shall be compensated at one and one-half (1.5) times their regular rate of pay in cash payment or compensatory time off (CTO) as determined by the department head or designee. All paid time, with the exception of sick leave, shall count as time worked for the purposes of calculating overtime.
- b. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out 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.
- c. The use of accrued CTO shall be at the discretion of the Department Head or designee. Employees who request use of accrued CTO shall be permitted to use such time within a reasonable time period after making the request if the use of CTO does not unduly disrupt the operations of the work unit.
- d. Upon termination from City service, employees shall be paid for any unused CTO hours at the applicable rate of pay.
- e. If the City and at least half of its recognized bargaining units amend their operative memoranda of understanding to limit the receipt of overtime to the provisions of the Fair Labor Standards Act, this section will immediately terminate without additional negotiation and overtime eligible employees overtime will be paid in accordance with the Fair Labor Standards Act.

11.2 OVERTIME FOR NON-CAREER EMPLOYEES

- a. Non-career employees who are required to work in excess of forty (40) hours per week shall be compensated for overtime consistent with the FLSA, and at a rate one and one-half (1.5) times their regular rate of pay in cash payment.
- b. The Appointing Authority may establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour workweek.

11.3 STANDBY ASSIGNMENTS

- a. An employee who is required to remain on call for emergency work shall be paid \$210 per week, or the daily pro rata rate of \$30, in addition to their regular compensation. Employees who are called out while on standby shall receive

two (2) hours minimum pay at their straight time base rate of pay, or time and one-half (1.5) times their base rate of pay consistent with [Article 11.1](#).

- b. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by their supervisor to do so.
- c. If an employee is assigned to standby and receives telephone contacts and is engaged in a problem resolution which exceeds fifteen (15) minutes, the employee shall receive the two (2) hour minimum call-out pay, or actual time worked, whichever is greater. Additional calls within the two (2) hour period are covered under that minimum time.

ARTICLE 12 – LEAVES

12.1 HOLIDAYS

a. Recognized Holidays

Except as otherwise provided, the following shall be recognized holidays:

<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

b. Eligibility

To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time shall be considered hours worked for the purpose of holiday pay eligibility.

c. Holiday Observance Monday-Friday Schedule (Traditional Work 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.

d. Holiday Observance For Employees on a 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 accrue holiday credit for the hours of the holiday benefit.

e. Holiday Observance For Employees on an Alternative Schedule

If an employee is on an alternative Monday through Friday schedule and a recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.

f. Employee Holiday Accrual

Exempt Management (Unit 01), Exempt Management Support (Unit 14), and Confidential/Administrative (Unit 10) employees, other than Police Lieutenants and Captains, who are required by their supervisors to work on a holiday shall receive Holiday Earned Credit for those hours actually worked on a holiday up to a maximum of eight (8) hours for a full holiday or four (4) hours for a half holiday.

g. Floating Holidays

(1) Accrual

Each full-time employee shall accrue sixteen (16) hours of floating holiday per calendar year at the rate of forty (40) minutes on each of the first two (2) paychecks each month, as long as the employee is in paid status for forty (40) or more hours on the paycheck that the accrual would occur.

(2) Administration

- (a) The scheduling of floating holiday time must be approved in advance by the Appointing Authority or designee.

- (b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. There shall be no cash out of floating holiday hours.

h. Closure of Operations on Half Holidays

The Association recognizes the right of the City to close operations on Christmas Eve or New Year's Eve. If operations are closed on a designated half holiday, employees are expected to account for their time by using an appropriate form of paid leave or unpaid time off consistent with City policy.

i. Holiday Hours for Police Captains and Police Lieutenants

Police Captains and Police Lieutenants regularly scheduled to work on a recognized holiday shall receive holiday credit for the hours worked on the holiday. Holiday credit accumulations shall be limited to a maximum carry-over of forty (40) hours from the preceding calendar year. Effective the pay period which includes January 8 of each year, earned holiday hours in excess of forty (40) shall be paid to the employee in cash at the employee's regular rate of pay for that pay period, unless an exception is authorized by the City Manager under appropriate circumstances.

j. Holiday Earned Credit Accumulation

Employees may accumulate holiday earned credit up to a maximum of eighty (80) hours. Holiday earned credit may be taken by the employee at the discretion of the department head.

k. Assistant Fire Chief Holiday Earned Leave Balance Conversion to Wages

- (1) Employees promoted to the classification of Assistant Fire Chief shall have thirty (30) calendar days from the effective date of their promotion to notify the Payroll Division in writing of their irrevocable request to convert one hundred percent (100%) of their Holiday-Earned leave balance to wages at their current hourly rate of pay.
- (2) Payment shall be made to a requesting employee by the second paycheck following notification to the City and shall be subject to applicable payroll taxes and other payroll deductions.
- (3) Employees in the classification of Assistant Fire Chief who decline to convert their Holiday-Earned leave balance to wages shall have said balance converted to wages upon separation from City service.

12.2 VACATION

- a. Employees shall be entitled to vacation allowances pursuant to the provisions of [Section 107 of the City Charter](#). The parties acknowledge that vacation is

provided for 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 provisions of this Agreement regarding vacation. Based on length of City service, the accrued annual vacation allowances shall be as follows:

<u>Annual Vacation Allowance</u>	<u>Length of Service</u>
10 days (80 hours)	to 5 years
15 days (120 hours)	to 15 years
20 days (160 hours)	16 or more years

- b. Vacation allowance administration shall be in accordance with the [Civil Service Rules](#), unless an exception is authorized by the City Manager under appropriate circumstances. Employees may accumulate up to a cap of 480 vacation hours. Once the cap is reached, there shall be no further accrual until the balance falls below 480 hours.
- c. Employees 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 the 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.

12.3 MANAGEMENT LEAVE TIME (UNIT 01 and UNIT 14)

- a. Employees exempt from the overtime provisions of the FLSA shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week.
- b. Management Leave Time in 2022: Employees assigned to classifications in Unit 01 and Unit 14 shall be credited with forty (40) hours of management leave time on July 1, 2022. This time will be posted the first pay period in July. Employees appointed after July 1, 2022, but before December 31, 2022, shall be entitled to a pro rata share of forty (40) hours of management leave time based upon the number of full months remaining in the calendar year. Management leave time shall be useable upon being credited, subject to the approval of the immediate supervisor. Management leave time accrued in 2022 must be used by December 31, 2022, or it shall be forfeited.

- c. Management Leave Time After 2022: Employees assigned to classifications in Unit 01 and Unit 14 shall be credited with eighty (80) hours of management leave time each calendar year beginning on January 1, 2023. This time will be posted the first pay period in January. Employees appointed after January 1 of the calendar year shall be entitled to a pro rata share of management leave time based upon the number of full months remaining in that calendar year. Management leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.

Employees who receive management leave time pursuant to this subparagraph shall have the option to cash out up to forty (40) hours of management leave time by agreeing to forego accrual of the same number of hours in the calendar year following the year in which the employee makes the election. The following rules shall govern this optional payment:

- (1) Any employee exercising this option must execute an appropriate form requesting payment in lieu of up to forty (40) hours of management leave time which shall be submitted to Payroll no later than November 30 of the calendar year before the Management Leave Time is accrued.
 - (2) Any employee exercising the option to receive cash in lieu of one week of management leave time shall have the commensurate leave value debited from their leave balances when the payout is processed.
 - (3) The employee shall receive the in-lieu payment on the first paycheck in February of the year following the date of the election.
 - (4) Payment for the cashed out Management Leave Time shall be calculated using the employee's hourly rate of pay on the date that the in-lieu payment is made.
- d. Management leave time shall not accumulate from year to year and any management leave time credited on or after January 1, 2023, that is not used or cashed out pursuant to the terms of this Section shall be forfeited on December 31 of the calendar year in which it was credited.
- e. There shall be no cash out of management leave time upon separation.

12.4 ADMINISTRATIVE LEAVE TIME (UNIT 10)

- a. Effective July 1, 2019, Confidential/Administrative (non-Exempt) (Unit 10) employees and Confidential/Administrative (Exempt) (Unit 10) employees shall be credited with twenty-four (24) hours of administrative leave time each fiscal year. Such time will be posted the first pay period in July. Confidential/Administrative (Unit 10) employees hired after July 1 of a fiscal year shall be entitled to a pro rata share of administrative leave time based upon the number of full months remaining in the fiscal year. Administrative

leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.

- b. Administrative leave time shall not accumulate from fiscal year to fiscal year and any administrative leave time not used pursuant to the terms of this Section shall be forfeited at the end of the fiscal year in which it was credited.
- c. There shall be no cash out of administrative leave time upon separation.

12.5 SICK LEAVE

a. Accrual and Usage

- (1) A full-time employee shall accrue sick leave credits at the rate of eight four (4) hours on each of the first two (2) paychecks each month, which may be used by the employee in the event of illness or injury which is not job-related. As outlined in the [Civil Service Rules](#), one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave shall not exceed one hundred percent (100%) of the employee's regular rate of pay.
- (2) An employee eligible to accumulate sick leave credits may in January of each year receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have their credit on December 31 immediately preceding the date for payment, a total of at least sixty (60) sick leave days (480 hours) accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.
- (3) An eligible employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than December 1 of each year.
- (4) Effective January 1, 2022, Paragraphs (2) and (3), above will be replaced with the following provisions:
 - (a) Employees who have at least four hundred and eighty (480) hours of sick leave on November 1 in any calendar year, may make an irrevocable election to forego 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.

- (b) 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 the payment is made.
- (c) If the employee electing the payment is separated from City employment before receiving the payment, the employee forfeits any right to the payment, but will instead have their sick leave balances credited with the sick leave hours the employee would have accrued from the 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, reemployed, or rehired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit as follows:
 - (i) Eligible employees, or persons 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 sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death.
 - (ii) In the alternative, eligible employees may convert any or all of their total sick leave credits accrued as of the date of their retirement pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment for thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.
- (b) PERS members hired on or after January 1, 2005, shall not be eligible for 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 terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

Upon termination of any employee in SCERS 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. 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, if otherwise eligible, shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

- d. Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.
- e. The administration of sick leave privileges and benefits shall be applied to all employees as outlined in the [Civil Service Rules](#).

12.6 INJURY-ON-DUTY

- a. Employees shall receive injury in the performance of duty benefits consistent with [Section 253 of the City Charter](#). The parties acknowledge that injury in the performance of duty benefits are provided for in the City of Sacramento Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement.

- b. If the employee qualifies for temporary disability benefits after exhausting the one (1) year leave of absence for workplace injuries described in Charter Section 253, the employee may use accrued leave balances to replace any loss of income. The employee may use full or partial days of leave for this purpose, but in no event shall the cumulative amount received from temporary disability payments and the use of leave balances exceed the hourly rate of pay of the employee as of the date of injury.

12.7 COURT LEAVE

- a. When an employee is absent from work to testify in response to a properly served subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, to serve on a jury, or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert for jury duty and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in advance of the start time so they will be excused from the shift. If the employee is in court or on jury duty less than one half the shift, the employee will be required to work.
- c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, they will be required to use vacation or other leave accruals to cover the shift.
- d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.
- e. The City reserves the right to require the employee to reimburse the City for all witness fees or jury remuneration received, less transportation and subsistence allowance.

12.8 CITY-PAID PARENTAL LEAVE

Pursuant to the City's Leave Administration Policy, full-time employees who have completed at least three (3) years of City service from the most recent date of hire are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160)

hours] of continuous paid time off. Part-time employees who have completed at least three (3) years of career City service from the most recent date of hire are eligible for parental pay of up to eighty (80) hours of continuous time off. Required career service must be completed preceding either:

- a. The birth of a child who resides with the employee and for whom the employee has physical and 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.

12.9 CATASTROPHIC LEAVE PLAN

Employees are entitled to catastrophic leave pursuant to the City's Leave Administration Policy.

12.10 PERSONAL LEAVE

- a. Full-time career employees who have completed ten (10) full years of City service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.
- b. Use of personal leave shall not cause overtime.
- c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.11 MEDICAL LEAVE

- a. Employees shall be eligible for the federal Family Medical Leave Act (FMLA), state California Family Rights Act (CFRA), the Pregnancy Disability Leave Act (PDL) consistent with City Policy.
- b. The duration of FMLA/CFRA leave cannot exceed twelve weeks. The employee must use their accrued leave during the FMLA/CFRA leave, except that they may retain up to forty (40) hours of accrued leave at the time leave without pay commences. The employee may not then resume paid leave until after returning to work.
- c. To the extent allowed by law, FMLA/CFRA leaves shall be used concurrently.

12.12 CITY-PAID BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid Bereavement Leave based on the death of the employee's spouse, registered domestic partner,

parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as outlined in the [Civil Service Rules](#) for additional time off or to attend to other death, bereavement or funeral needs.

12.13 PAID CITY LEAVE (PCL)

- a. Employees who are employed in a classification represented by SCXEA on January 1, 2022, 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:
 - (1) Employees receiving the paid city leave contribution described in Section 12.13(a) may make an irrevocable election to receive a 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 straight time rate of pay they are receiving at the time of payment, less ordinary payroll deductions.
 - (2) Upon separation from City service, employees with a balance of the paid city leave described in Section 12.13(a) shall receive a payment for the paid city leave balance at the straight time rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.
- b. Employees who are employed in a classification represented by SCXEA on October 31, 2022, shall receive a one-time leave bank contribution of thirty-five (35) hours of paid city leave that will become available for use on the first paycheck in January 2023. This leave shall not expire and shall have no cash value except as follows:
 - (1) Employees receiving the paid city leave described in Section 12.13(b) may make an irrevocable election to receive a one-time cash payment by foregoing the thirty-five (35) hours of paid city leave in 2023. Notification of the election must be made to the Payroll Division, Department of Finance, in writing by November 30, 2022. This cash payment will be made to the employee on the last paycheck in March 2023. Payment shall be made at the straight time rate of pay the employee is receiving at the time payment is made, less ordinary payroll deductions. If the employee making the irrevocable election separates from City employment for any reason prior to December 31, 2022, the employee forfeits both the right to receive the cash payment and the thirty-five (35) hours of leave.
 - (2) Upon separation from City service, employees with a balance of the paid city leave described in Section 12.13(b) shall receive a payment

for the paid city leave balance at the straight time rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

ARTICLE 13 – SPECIAL ALLOWANCES

13.1 POLICE AND FIRE UNIFORM ALLOWANCE

- a. Safety management personnel employed in the Police Department shall receive a uniform allowance of thirty-five dollars (\$35.00) bi-weekly for the purchase of regulation items of uniform that the Police Department requires to be worn as a condition of employment.
- b. Safety management personnel employed in the Fire Department shall receive a uniform allowance of thirty-five dollars (\$35.00) bi-weekly for the purchase of regulation items of uniform that the Fire Department requires to be worn as a condition of employment.
- c. The Police Department Public Safety Communications Manager (Civilian) shall receive a uniform allowance of twenty-two dollars (\$22.00) bi-weekly for the purchase of regulation items of uniform that the Police Department requires to be worn as a condition of employment.
- d. The Administrative Officer assigned to the Police Department Records Division Manager (Civilian) shall receive a uniform allowance of twenty dollars (\$20.00) bi-weekly for the purchase of regulation items of uniform that the Police Department requires to be worn as a condition of employment.

13.2 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 Educational Assistance Program. This provision shall not apply to employees eligible for any educational incentive created by this MOU.

13.3 STATE OF CALIFORNIA BAR DUES

The actual cost of mandatory State Bar dues shall be paid for employees in attorney classifications in the City Attorney's Office. In the sole discretion of the City Attorney, the City Attorney may approve reimbursement, from the budget of the employing department, for other licensed City employee attorneys whose legal skills and abilities represent a significant benefit to the City. The City Attorney may authorize such reimbursement after the paying department has produced documentation showing payment was made by the employee receiving the reimbursement.

13.4 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that an employee maintain a license and/or certification, the Department Head or designee may, on a case-by-case basis, reimburse the employee for costs associated with the renewal of such license. This Section shall not apply to driver's licenses.

13.5 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate, which mandates continuing education units (CEUs) to maintain the license or certificate, the employee is responsible for obtaining the CEUs. The City may provide the needed CEUs or reimburse the employee for the cost of such training.

13.6 BILINGUAL PAY

- a. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay.
- b. Bilingual pay shall be paid at the rate of fifty dollars (\$50.00) monthly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operations.

13.7 TECHNOLOGY ALLOWANCE

- a. If the City requires an Exempt Management or Exempt Management Support employee to be generally accessible via cellular telephone for the conduct of City-related business, the City shall either provide a technology allowance or a City-issued cellular phone in lieu of a technology allowance in accordance with the provisions of this Section.
- b. Exempt Management (Unit 01) and Exempt Management Support (Unit 14) employees may be authorized a monthly technology allowance of up to one-hundred dollars (\$100.00). At the discretion of the Appointing Authority, or as delegated by the City Manager to a department head, the City may provide a City-issued cellular phone in lieu of a technology allowance. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.
- c. Upon approval of the technology allowance, the employee shall provide and maintain a personal cellular telephone and service that is available to conduct City-related business. The employee shall provide and the City may publish

the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.

13.8 NOTARY PAY

An employee who is required to maintain, or who obtains for City benefit, a notary registration shall receive a monthly certification pay of thirty dollars (\$30.00). Human Resources shall determine the number of employees who are eligible for this incentive.

An employee who receives notary pay may be required to provide assistance to any City operation.

ARTICLE 14 – TRANSPORTATION

14.1 TRANSPORTATION AND PARKING

a. Transportation Allowances

(1) Use of Privately-Owned Vehicles

- (i) The City Manager/Charter Officers or as delegated by the City Manager to a department head may offer up to \$250.00 per month for the use of privately-owned vehicles on City business as compensation in lieu of the use of City vehicles on City business for Division Managers.
- (ii) The City Manager/Charter Officers or as delegated by the City Manager to a department head may offer up to \$175.00 per month for the use of privately-owned vehicles on City business as compensation in lieu of the use of City vehicles on City business for Professional Level employees in the Exempt Management (Unit 01) or Exempt Management Support (Unit 14) Units.
- (iii) The City Manager/Charter Officers or as delegated by the City Manager to a department head may offer up to \$100.00 per month for the use of privately-owned vehicles on City business for Confidential/Administrative (Unit 10) employees.
- (iv) Employees receiving a vehicle allowance prior to June 16, 2014, may continue to receive the amount, even if in excess of the limits set above.
- (v) Employees receiving less than \$250.00 in monthly vehicle allowance may receive out-of-town mileage reimbursement. Reimbursement for out-of-town travel shall be at the general

mileage reimbursement rate (minus 25 miles for individuals receiving a monthly vehicle allowance) or comparable coach airfare, whichever is lower.

Any vehicle operated on City business by any employee receiving a monthly vehicle allowance shall be insured against liability in persons and property, including wrongful death, in an amount no less than the minimum State of California required vehicle coverage for bodily injury and property damage. The monthly vehicle allowance shall be in lieu of the payment of all mileage, except for out-of-county travel on official business of the City, and in lieu of the use of City-owned vehicles.

(2) Sacramento Regional Transit District (SRTD)

Full-time employees who utilize SRTD for home-to-work transportation are eligible to receive an eighty percent (80%) City-paid SRTD monthly non-zone sticker pass in lieu of the City-paid parking. The employee must notify the Department of Finance, Revenue Division, prior to the first day of the month to obtain the monthly pass discount for that month. An employee who receives a reimbursement for use of a privately-owned vehicle shall not be eligible for benefits under this Section.

(3) Other Public Transportation

Eligible full-time employees, as described above, who regularly utilize other public transportation regulated by the Public Utilities Commission or the equivalent for home-to-work commuting are eligible for monthly transit pass reimbursement up to eighty percent (80%) of the cost in lieu of City-paid parking, up to a maximum of \$120.00. An employee who receives a reimbursement for use of a privately-owned vehicle shall not be eligible for benefits under this Section.

(4) Downtown Parking Subsidy for Employees Assigned Downtown

Eligible full-time Confidential/Administrative (Unit 10) employees, who work in the downtown area, shall receive a \$90.00 per month downtown parking subsidy. Part-time career Confidential/Administrative employees who work in the downtown area shall receive sixty dollars (\$60.00) per month downtown parking subsidy. Confidential/Administrative (Unit 10) employees who receive City-provided parking pursuant to Section 14.1(b), below, shall not be eligible for the Downtown Parking Subsidy.

b. City-Provided Parking

Exempt Management (Unit 01) and Exempt Management Support (Unit 14) employees shall receive City-provided parking. At the discretion of the City,

Exempt Confidential/ Administrative (Unit 10) employees may also be eligible for City-provided parking. For questions or determination if an employee is in an Exempt Confidential/Administrative classification, contact Human Resources.

c. Discounted Parking Rates

Discounted parking will be available to Confidential/Administrative (Unit 10) employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage at a cost of seventy percent (70%) of the regular Memorial Garage monthly rate. This provision shall remain in effect until further notice by the City.

d. City Vehicle Retention

The City Manager/Charter Officers may authorize overnight home retention of City vehicles for public safety assignments, on-call assignments, and other special or emergency assignments.

ARTICLE 15 – LAYOFF FOR CIVIL SERVICE EMPLOYEES

15.1 PURPOSE

This Article provides the procedure to be followed when an employee covered by Civil Service is to be displaced/laid off from their position. 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.

15.2 PROCEDURE

- a. Within each job classification in each department in which a layoff occurs, employees shall be laid off in the following order: first, all non-career employees; second, all probationary employees in the order of their classification seniority; and, third, permanent career employees in the order of their classification seniority, beginning with the employee with the least such seniority. In the event that 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, or by lowest random number in the event of a tie.
- b. Any non-career 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 has not held permanent status in another job classification, the

employee shall be laid off; at the request of the employee, the name of such employee may be restored to an eligible list in accordance with applicable [Civil Service Rules](#).

- c. A career employee with permanent status who is to be laid off or displaced has the right to downgrade:
- (1) Within the department, to a classification within the series in which the employee's classification falls;
 - (2) Within the department to a Unit 10 classification in which the employee previously held permanent status;
 - (3) Within the department as allowed by the Local 39 labor agreements, in descending order, to a Local 39 classification in which the employee previously held permanent status, provided a vacancy exists;
 - (4) Outside the department to a classification not represented by Local 39 in which the employee previously held permanent status, provided a vacancy exists.
 - (5) Where employees are displaced as a result of downgrade pursuant to 15.2(c)(1) or (c)(2), non-career employees in such lower classification with the least City service seniority shall be displaced first. If there are no non-career employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither non-career nor probationary employees in the lower classification, the permanent career employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority.
- d. An employee may accept layoff in lieu of the opportunity to downgrade by providing written notification to the City within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification within the department from which the employee was laid off.

15.3 NOTICE OF LAYOFF

Notice of Layoff shall be sent by certified mail to all affected employee(s). Such notice shall be postmarked at least thirty (30) calendar days in advance of the effective date of layoff and mailed to the employee's address in the City's payroll system and shall be deemed appropriate notice.

15.4 SALARY IN EVENT OF DOWNGRADE

- a. An employee who is downgraded pursuant to this Article shall be paid in the new classification the salary step closest to that received immediately prior to the downgrade providing that 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 Section 7.7 "Salary Step Advancement" with time served in the higher classification applied toward salary step advancement.
- c. Upon recall the employee shall be placed at the salary step which the employee occupied prior to the layoff. However, an employee who is recalled from a downgraded position shall be placed at the salary step closest to that occupied in the downgraded position at the time of recall, or the prior step in the higher classification, whichever is greater.

15.5 EMPLOYEE ON IOD STATUS

An employee who is on injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work, however the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

15.6 FRINGE BENEFITS

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, only those sick leave hours accrued after recall shall be applied to any subsequent sick leave payoff.

15.7 RECALL

- a. When a vacancy exists, and employees are to be recalled to a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification, within the department, shall be recalled based on the highest classification seniority they occupied before the layoff. Non-career employees shall have no recall rights.
- b. Permanent career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. 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 and the employee shall have fourteen (14) calendar days to report to work from the date of postmark on the recall notice.

15.8 GENERAL

- a. A seniority list shall be made available free of cost to the Association on the first working day in September of each year, and after review with the Association, said list shall be posted by each Department and copies made available for ready inspection.
- b. The City shall immediately provide the Association the recall list of those employees who have been laid off.
- c. The City or the Association shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time, including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.
- d. A grievance filed regarding this Article shall be submitted directly to the second level of the procedure as set forth in [Article 5](#).

ARTICLE 16 – LAYOFF FOR NON-CIVIL SERVICE EMPLOYEES

16.1 PROCEDURE

- a. The City shall give consideration to the length of service with the City when making layoff and termination decisions related to budgetary position reductions for non-classified employees; however, nothing in this provision shall require the City to make layoff or termination decisions based on length of service with the City.
- b. If the employee holds career status in a Civil Service classification, they may return to that department and classification pursuant to [Civil Service Board Rule 10.8](#).

16.2 NOTICE OF LAYOFF

Notice of Layoff shall be sent by certified mail to all affected employee(s). Such notice shall be postmarked at least thirty (30) calendar days in advance of the effective date of layoff and mailed to the employee's address in the City's payroll system and shall be deemed appropriate notice.

16.3 EMPLOYEE ON IOD STATUS

An employee who is on injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work, however the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

16.4 GENERAL

- a. An anniversary date shall be made available free of cost to the Association on the first working day in September of each year, and after review with the Association, shall be the controlling document regarding such dates.
- b. Non-Civil Service employees shall, upon layoff, and at their request, be placed on an interview list to fill vacancies as they may arise. The department with a vacancy shall be notified of the interview list and will consider the employee for an interview. An employee shall notify Human Resources within five (5) business days of the layoff date of their request to be placed on the interview list for a period of one (1) year from the date of layoff. The City shall immediately provide the Association with the list of those employees who have requested to be placed on the interview list.
- c. The City or the Association shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time, including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.
- d. Except for the right to return to the prior classification as provided in [Civil Service Board Rule 10.8](#), this Article shall not be subject to the grievance procedure as set forth in [Article 5](#).

ARTICLE 17 – DISCIPLINE

17.1 DISCIPLINE

Discipline for employees in the classified service shall be applied in accordance with Rule 12 of the [Civil Service Rules](#).

17.2 LETTER OF REPRIMAND

- a. A letter of reprimand issued to an employee shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of Human Resources. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting.
- b. A letter of reprimand will be withdrawn from an employee's official personnel file two (2) years from the date of issue, provided there has not been additional formal discipline imposed during the two-year period. Once removed, the letter of reprimand may not be used to enhance subsequent discipline but may

be used to demonstrate that the employee is aware of the issue and/or for impeachment purposes.

17.3 DOCUMENTED COUNSELING RETENTION

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

17.4 DISCIPLINARY PAY REDUCTION AND SUSPENSION RETENTION

Suspensions, demotions, and pay reductions issued will be maintained in the employee's file official personnel file for a period of five (5) years from the date of issuance provided there has not been additional formal discipline imposed during the five (5) year period. If formal discipline is imposed during the five (5) year period, both disciplinary documents will become permanent records within the employee's file.

If there is no additional discipline within the five (5) years from date of issue, the suspensions, demotions, and pay reductions removed from the employee's official personnel file will be retained in Labor Relations and should the employee receive subsequent formal discipline, the removed discipline may be used for purposes of progressive discipline or impeachment.

This Section (17.4) shall only apply to employees employed in classifications within the Confidential/Administrative (Unit 10) Unit.

17.5 DISCIPLINE IMPOSITION AND TOLLING PERIODS

In all disciplinary matters, the City shall issue a letter of intent to discipline within 365 days from the date of discovery of the misconduct by a person authorized to initiate an investigation of the misconduct. The time limitations shall be extended if any of the conditions referenced within the Public Safety Officers Procedural Bill of Rights (POBR) or Firefighters Procedural Bill of Rights (FFBOR) exist during the 365-day period.

17.6 RELEASE TIME FOR DISCIPLINE HEARINGS

Employees shall not suffer a loss of compensation for time spent testifying as a witness in a City of Sacramento disciplinary hearing.

17.7 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed

withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee's mailing address as shown in the City's payroll system.

ARTICLE 18 – MISCELLANEOUS

18.1 CIVIL SERVICE RULES

In the event that any [Civil Service Rule](#) is in conflict with this Agreement, the Agreement shall control.

18.2 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.

18.3 NEW OR REVISED JOB CLASSIFICATIONS

It is recognized that the establishment of new or revised job classifications within the Units covered by this Agreement may be warranted because of changes in job content or services offered by the City. When changes are necessary, the City shall prepare and submit to the Association the proposed descriptions for such job classifications.

a. Civil Service Classifications

- (1) For civil service classifications the City will provide proposed job classifications to the Association not less than fifteen (15) days prior to submission to the Civil Service Board.
- (2) The Association 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.

b. Non-Civil Service Classifications

- (1) For non-civil service classifications the City will provide proposed job classifications to the Association not less than fifteen (15) days prior to changes by the Department of Human Resources.
- (2) The Association and the City shall meet prior to approval of the proposed descriptions by the Department of Human Resources.

18.4 STAFF AIDE POSITIONS

The classification of Staff Aide may be used when a classification is needed either pending establishment of a regular classification or a position is funded for a limited time and no appropriate classification exists. The Association will be notified any time the Staff Aide position is proposed to be used for new or altered positions. If the parties agree that no appropriate classification exists, the parties will agree on a pay range until an appropriate classification has been established and a new pay range developed. The Association will be notified who is assigned to the position and what pay the employee will receive. A person may be appointed to such classification for a maximum period of twelve (12) months.

18.5 OFF-DUTY EMPLOYMENT

- a. Exempt Management, Exempt Management Support, Exempt Confidential/Administrative (exempt) employees shall not engage in any other employment, work, profession, business or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is inimical to the most effective performance of the mission of City management or the best interests of the City.
- b. Employees shall not accept any off-duty employment without the express consent, in advance, of the City Manager/Charter Officer or designated representative.
- c. An employee shall not work:
 - (1) In any employment which will tend to bring discredit upon City management, or which is detrimental to City goals, or which will reduce an individual's efficiency or usefulness as a City employee.
 - (2) In any employment requiring an affiliation, membership or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the City or the public interest.
 - (3) In any employment for any other municipality or political subdivision of the state or federal government except by express permission of the City Manager/Charter Officer.
 - (4) In any off-duty position while on sick leave or injured-on-duty status.
- d. An employee may request authorization for off-duty employment by forwarding a letter of request to their department head. The letter should provide details concerning the type of employment, expected duration of employment, and the employer's name.
- e. The department head will notify each employee of action taken on the request for off-duty employment by indicating such action on the letter of request and

returning it to the individual. A copy of the letter will be retained in the office of the department head.

- f. Authorization for off-duty employment may be revoked by the department head at any time it has been determined that the provisions of this Section have not been followed. The department head will notify the employee, by letter, of actions taken to revoke previous authorization for off-duty employment.

18.6 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. When possible, the employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

18.7 PAYROLL ERRORS

- a. In the event a payroll error has been made, including but not limited to 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, and give written notice to the employee.
- b. In the event an employee received an overpayment, the City and employee shall agree upon a repayment schedule utilizing one, or a combination of, the following elements:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from available accrued leave balances except sick leave 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.
- c. 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.
- d. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of

an overpayment, or written or oral notice to the City in the case of an underpayment error.

18.8 RETIREE COURT APPEARANCE FEES

A retired City employee who is subpoenaed to appear in court on behalf of the City in his or her capacity as a former City employee shall receive a court appearance fee if the employee reports at the time specified for his or her particular testimony regardless of whether the employee is ultimately required to testify. The court appearance fee shall be one hundred twenty-five dollars (\$125.00) for a full day or seventy-five dollars (\$75.00) for a half day, which is defined as four (4) hours or less. Nothing herein shall serve to establish an employment relationship for any purpose, including, but not limited to, employee benefits, reimbursements, compensation, court cancellation fee, or any other rights.

18.9 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.

18.10 TERM

- a. This Agreement shall remain in full force and effect from March 1, 2022, to and including September 22, 2023.
- b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: March 1, 2021

SACRAMENTO CITY EXEMPT
EMPLOYEES ASSOCIATION

CITY OF SACRAMENTO

Jason Jasmine
SCXEA Chief Negotiator

Shelley Banks-Robinson
Director of Human Resources

Heather Hoekstra
SCXEA President

Aaron Donato
Labor Relations Manager

Stephen Hatch
Negotiations Committee Member

Samuel Rice
Negotiations Committee Member

Murray Levison
Negotiations Committee Member

Jason Bader
Negotiations Committee Member

Michael Longstreet
Negotiations Committee Member

Amber Foster
Negotiations Committee Member

Approved as to form:

Brett M. Witter
Supervising Deputy City Attorney