RESOLUTION NO. 2013-0003

Adopted by the Redevelopment Agency Successor Agency

May 7, 2013

2013 COLLECTIVE BARGAINING AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AND SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

BACKGROUND

A. The collective bargaining agreement for AFSCME, the recognized representative organization for the Operations and Maintenance, and the General Clerical and Service Units, covers 70 employees and expired on December 31, 2012.

B. The Sacramento Housing and Redevelopment Agency (SHRA) began the collective bargaining process with AFSCME in October 2012.

C. SHRA staff reached a tentative agreement with the negotiating committee for AFSCME on March 27, 2013.

D. The agreement has been ratified by the members of the association by a majority vote on April 12, 2013.

E. The agreement is consistent with labor settlement strategy adopted by the County Board of Supervisors and the City Council prior to beginning of negotiations.

F. The proposed benefit changes for AFSCME are consistent with SHRA policy and labor relations practices and have been reviewed by the City Human Resoruces Director and the County Labor Relations Director.

G. The proposed actions consist of governmental fiscal activities which do not involve a commitment to any specific project, and as such, does not constitute a "project" under the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b)(4) and the proposed action is categorically excluded under the National Environmental Policy Act (NEPA) 24 CFR 34(a)(3).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY RESOLVES AS FOLLOWS:

Section 1. The findings and declarations set forth above are true and correct.

Section 2. The Redevelopment Agency Successor Agency acknowledges that the Sacramento Housing and Redevelopment Agency is authorized to enter into a 2013 Collective Bargaining Agreement between the Sacramento Housing and Redevelopment Agency and the American Federation of State, County, and Municipal Employees as set forth in Exhibit A.

Exhibit A – AFSCME Agreement

Adopted by the Redevelopment Agency Successor Agency of the City of Sacramento City Council on May 7, 2013 the following vote:

Ayes: Members Ashby, Cohn, Fong, Hansen, Pannell, Schenirer, Warren, and Mayor Johnson

Noes: None

Abstain: None

Absent: Member McCarty

for Angelique Ashby, Chair

Attest:

Shirley Concolino, City Clerk

AGREEMENT BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, LOCAL 146

AND

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

January 1, 2013~~09~~ – December 31, 2015~~12~~

TABLE OF CONTENTS TO BE INSERTED

PREAMBLE

This Agreement, hereinafter referred to as the Agreement, has been entered into by the HOUSING AND REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SACRAMENTO, hereinafter referred to as the Agency, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL #146, hereinafter referred to as the Union. These parties have met and conferred in good faith and this resulting Agreement has as its purpose the promotion of harmonious labor relations between the Agency and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – ENTIRE AGREEMENT

1.1 ENTIRE AGREEMENT

a. This Agreement, upon ratification by the Governing Boards, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes negotiations for its term.

~~b.The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and the Union, for the duration of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.~~

~~c.~~b. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 2 – RIGHTS OF MANAGEMENT

2.1 RIGHTS OF MANAGEMENT

The Agency retains all rights not expressly abridged by this Agreement and applicable laws and other regulations, including the grievance procedure herein. These rights, shall include, but are not limited to, the exclusive right to: a) direct, supervise, hire, promote, evaluate, suspend, discipline, discharge, transfer, assign, schedule and retain employees; b) dismiss employees due to lack of work, lack of funds, or abolishment of position; c) determine services to be rendered, operations to be performed, utilization of technology, work and productivity standards, and methods of work to be performed; d) determine the mission of the Agency, its organization, the number of employees, appropriate job classifications and all budgetary matters; e) maintain and improve the efficiency and effectiveness of Agency operations; and f) take any necessary actions to carry out its mission in situations of emergency.

ARTICLE 3 – UNION RIGHTS

3.1 UNION RECOGNITION

a. For the purposes of meeting and conferring with respect to wages, hours, and other terms and conditions of employment, the Agency recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining units in the following job classifications, subject to the right of an employee to represent himself/herself as provided in Government Code Section 3502.

General Clerical and Service

Account Clerk
Accounting Technician
Administrative Secretary
Housing Assistant
Housing Technician
Mail/Photocopy Services Clerk
Office Assistant
Office Technician

Operations and Maintenance

~~Lead Custodian – Resident Trainee Program~~
Maintenance Specialist, Alarms & Utilities
Maintenance Specialist, Stationary Engineer
Maintenance Technician
Maintenance Worker
~~Senior Storekeeper~~

b. Employment Position Status: The standing of an employee's present appointment. There are the following types of status for employees covered by this Agreement:

Regular: The status of an employee who has been lawfully retained in a classification after completion of a probationary period.

Probationary: The status of an employee who has been appointed to a classification, but who has not completed the required period of twenty-six (26) weeks of continuous employment.

Pre-approved time off during the probationary period shall not be considered to be a break in continuous service; however, any absence exceeding fifteen (15) continuous work days shall extend the probationary period by an equal amount of time.

Part-Time: A position of varying duration but must be such as to work twenty (20) or more hours but less than forty (40) hours per week.

Limited-Term: The status of an employee hired for a limited duration, up to a maximum of ~~eighteen (18)~~ twenty-four (24) months, because of seasonal workloads, special projects, or other reason. Such employee must work within one year from each date of employment, at least 1,040 hours during a continuous period of at least six (6) months.

c. The Union will not object to the State Mediation and Conciliation Service conducting an election pursuant to the Agency's Employer-Employee Relations Policy.

3.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the Agency now is or shall hereafter be a contracting party, the Agency agrees to establish payroll deductions for members of the Union the first two (2) paydays of each month for:

(1) the normal and regular monthly membership dues;

(2) the service fees for non-members as set forth in Section 3.3 of this Agreement;

(3) insurance premiums for plans to which the Agency is not a contracting party, including Union-sponsored disability insurance premiums and automobile insurance premiums; and

(4) charitable contributions.

b. All payroll deductions set forth in Section 3.2(a) above shall be subject to the following conditions:

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

(2) Such deductions shall be made only upon submission to the Human Resources Department of said authorization form duly completed and executed by the employee and the Union.

(3) The Union will be responsible for submitting to the Human Resources Department any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the Agency. The Agency may devise a payroll deduction input document for use by the Union.

(4) The Agency must approve, in advance, all payroll deductions made pursuant to Section 3.2(a)(3) and (4). All insurance plans must be

approved as being non-competitive and non-duplicative of Agency-offered insurance programs.

(5) The Union agrees to indemnify, defend and hold the Agency and the City of Sacramento, their officers, agents and employees harmless against any claims made, and against any suits instituted against them or any one of them on account of any payroll deduction made pursuant to this Article.

c. The Agency will remit to the Union a check for all the deductions.

d. Solicitation and/or servicing of Union insurance and benefit programs shall not interrupt on-duty employees nor be conducted in any Agency facility without prior approval of the Agency.

3.3 UNION SECURITY

a. Maintenance of Membership

As a condition of continued employment, employees who are members or become members of the Union shall maintain their Union membership or pay a service fee to the Union.

b. Agency Shop Election

The Union shall have the right during the term of this Agreement to call for one secret ballot election among all eligible employees in the General Clerical and Service Unit to determine the employees' desire to be covered by a full agency shop. Eligible employees shall include all employees covered by the Agreement in the specified Unit in the bi-weekly pay period immediately preceding the Union's written request and submission of a signed petition of thirty percent (30%) of the employees in the applicable bargaining unit requesting an agency shop agreement and an election to implement an agency fee arrangement. The secret ballot election shall be supervised by the State Mediation and Conciliation Service. In the event a majority of the employees in the specified Unit who cast ballots and vote in favor of the agency shop agreement, the parties shall amend this Agreement to include such a provision for that Unit.

c. Service Fee

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

No career employee who is paid for less than one hour of salary during a bi-weekly pay period and no non-career employee who is paid for less than forty (40) hours of salary during a bi-weekly pay period shall be required to pay a service fee under either subsection (a) above or the full agency shop. Further, no employee shall be required to pay any service fee under the full agency shop through their first full calendar month of employment with the Agency. Employees exempted from the service fee under this paragraph, except career employees, shall not be covered by this Agreement while they hold such exempt status.

d. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

United Way
Firefighters Burn Institute
Children's Receiving Home

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

e. Disclosure and Reporting

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

f. Hold Harmless

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

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

g. Change of Law

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

h. Discipline Procedure

Failure to pay the required service fee under this Section constitutes cause for discharge pursuant to Section 10.4 of this Agreement. However, no employee shall be terminated under this Section unless:

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

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

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

i. Duty of Fair Representation

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

j. Employee Rights

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

3.4 UNION STEWARDS AND UNION REPRESENTATION

a. The Agency recognizes and agrees to deal with the accredited Union stewards and representatives of the Union in all matters relating to grievances and the interpretation of this Agreement.

b. A written list of officers of the Union and the Union stewards with the specific areas they represent, shall be furnished to the Agency immediately after their designation and the Union shall notify the Agency promptly in writing of any changes of such Union officers or stewards.

c. The number of Union stewards shall not exceed one for each twenty (20) employees within the representation unit, plus one steward for the remaining group of nineteen (19) or less employees. Any change in the number of stewards shall be made by written consent of both parties.

d. Upon request of an aggrieved employee, a steward for the representation unit of the aggrieved employee, or a representative of the Local, may investigate the specified grievance and assist in its presentation. Reasonable time shall be allowed during working hours without loss of time or pay, subject to prior notification and approval of the immediate supervisor and the concurrence of the Human Resources Director through Step 2 of the grievance procedure only.

e. Upon notification of the Human Resources Director, or his/her designated representative; a representative of the International and/or Local #146 who will be representing the employee in the grievance and arbitration procedure, may visit the Agency at any time mutually agreeable to both parties for the purpose of preparing the case for arbitration.

f. A representative of the Agency, at its option, may accompany the parties. In addition, the representatives and the Union President, or his/her designated representative, may privately interview employees, one at a time, in possession of facts relevant to the grievance. The interviews shall be held at a place provided by the Agency and for a reasonable period of time.

g. During any such visits, representatives shall not in any way interfere with the orderly and efficient operation of the Agency.

h. Notwithstanding the provisions of this Article and Article 4, Grievance and Arbitration Procedure, on all matters relating to grievances and the interpretation of this Agreement, the Agency shall deal with only the accredited Union stewards who are career employees and those Union officers elected by the general membership of Local #146. Further, the provisions of Section 3.3(d) shall apply to only such persons (including a paid full-time Local or International Union staff representative).

i. Notwithstanding any provision of this Section, in the event the full agency shop becomes effective for either Unit during the term of this Agreement, the Union stewards for that Unit shall have no extensive designated responsibilities and shall not conduct any Union or representational activities, including grievance handling, on Agency time unless prior approval is expressly granted by Agency management.

3.5 UNION BUSINESS

a. A regular employee who is elected or appointed to Union office, or is selected for regular employment with the Union, shall be granted a leave of absence from the Agency without pay for a one-year period. Leave of absence for Union business shall count as service time for the purpose of determining seniority.

b. Members of the Union Negotiating Committee shall be granted leave from duty with full benefits for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty.

c. A regular employee who is elected or selected by the Union, upon written request of the President of the Union, may be granted an excused absence without pay for a period of time sufficient to attend conferences, conventions, or special training schools, subject to the needs of the Agency.

3.6 BULLETIN BOARDS

a. For purposes of posting Union notices, the Agency shall provide the Union with adequate space on bulletin boards in areas where the Union has employees it represents. Such notices may be posted by the Union.

b. The Agency shall provide the Union with a list of bulletin boards with adequate space for Union notices. These same bulletin boards shall be utilized for the posting of job examination announcements and seniority lists.

c. In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Human Resources Director of the nature of the dispute and the notices will be removed until the dispute is resolved.

3.7 LIST OF EMPLOYEES

Upon request of the Union, the Agency will provide the Union with a list of employees, by organization number, covered by this Agreement. The Agency shall not be obligated to provide such list more than once per calendar month.

3.8 USE OF AGENCY MAIL SYSTEM

a. The Union will be permitted reasonable use, not to exceed once per calendar month, of the Agency's mail system for Union materials to employees covered by this Agreement. The mail code shall be clearly marked on the envelope for such mail. The Agency shall not be held responsible for untimely or lost mail.

b. Union will agree to use e-mail pursuant to Agency's Technology Usage Policy.

3.9 USE OF FACILITIES

The Union can use Agency conference rooms and similar facilities for meetings with bargaining unit employees. The union agrees to provide advance notice to the Agency when requesting use of Agency facilities. Advance notice is, as soon as possible, however normally not less than five (5) business days in advance. The Union shall make such notice to the appropriate Agency official. The Agency shall have priority for the use of such facilities. The Agency may establish reasonable regulations governing the use of Agency facilities as provided by this Section.

ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

4.1 DEFINITION

A grievance is any dispute between (a) the parties, (b) the Agency and an employee or employees, or (c) between or among employees, with respect to the meaning, interpretation, application or enforcement of this Agreement.

4.2 INTENT

It is the intent of the parties to this Agreement to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision, and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure, and the time in which each answer must be given. Any grievance not initiated, or pursued by the Union, aggrieved employee, or the Agency, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand or answer by the Agency, as the case may be, unless the time is extended by agreement of both parties. At each step of the grievance procedure, the Agency shall make available information necessary and pertinent to the processing of the grievance, except for any material which, in the Agency's discretion must, in the public interest be kept confidential or which is intimate and private to the grieving employee.

4.3 PROCEDURE

Grievances will be processed in the following manner and within the stated time limits.

4.4 GRIEVANCE TIMELINES AND LIMITATIONS

No matter shall be considered as a grievance unless it is presented in writing within thirty (30) calendar days after the occurrence of the events on which the grievance was based. It is the intent of this provision that a grievance shall be filed as soon as practicable. Grievance resolutions involving back pay are limited to thirty (30) calendar days prior to the date the grievance was filed. The only two exceptions are if there is mutual agreement by the parties to waive this provision, or for pay discrepancies that are supported by appropriate documentation.

If the Agency does not meet the time limits, the Union may process the grievance to the next step. Time limits at each step may be waived or extended by mutual agreement of the parties.

4.5 INFORMAL GRIEVANCE

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's appropriate supervisor or his/her designated representative within thirty (30) calendar days following the occurrence of

events on which the grievance is based. The supervisor shall respond to the grievant (s) or union representative within ten (10) working days of the date of presentation of the grievance.

4.6 FORMAL GRIEVANCE - STEP 1

a. If the grievance is not resolved under Section 4.5, it shall be reduced to writing, setting forth the alleged facts or circumstances giving rise to the grievance, the applicable Section of the Agreement asserted to have been violated and the remedy or correction requested of the Agency. The written grievance must be dated and signed by the aggrieved employee.

b. The written grievance must be presented to the aggrieved employee's Department Head or the Department Head's designated representative, within ten (10) working days after the supervisor's response under Section 4.5.

c. The Department Head or designated representative shall establish a time for a grievance meeting with the aggrieved employee and/or the Union representative to occur within ten (10) working days after receipt of the written grievance in an attempt to resolve the matter. At the grievance meeting, the Department Head or designated representative shall receive such evidence relevant to the grievance as the aggrieved employee and/or Union representative may wish to introduce.

d. The Department Head or designated representative shall then consider the evidence received and render a written decision within ten (10) working days after the grievance meeting.

4.7 FORMAL GRIEVANCE - STEP 2

a. If the grievance is not satisfactorily resolved at Step 1, the written grievance may be presented to the Executive Director or the Executive Director's designated representative within ten (10) working days after receipt of the Department Head's written answer. The Executive Director or designated representative shall investigate and receive such evidence in the matter as seems just and proper and may meet with the aggrieved employee and/or the Union representative in an attempt to resolve the grievance.

b. The Executive Director or designated representative shall then consider the evidence received and render a written decision on the grievance within twenty (20) working days after receipt of the written grievance by the Executive Director.

c. If the grievance is not resolved at Step 2, by mutual agreement of the parties, the matter may be referred to mediation by the California State Mediation and Conciliation Service.

4.8 FORMAL GRIEVANCE - ARBITRATION

a. Grievances not settled in Step 2 of the Grievance Procedure may be referred to arbitration. ~~by either party.~~ Only the Union may advance a grievance to

arbitration. Request for arbitration shall be made in writing within ten (10) working days after the Executive Director's response is given.

b. An impartial arbitrator shall be selected jointly by the Agency and the Union within thirty (30) working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall immediately make a joint request of the State Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The arbitrator shall have access to all written statements and documents relevant to the grievance.

c. The arbitrator shall render his/her decision no later than sixty (60) days after the conclusion of the final hearing. Such decision shall be made in writing and shall be final and binding on both parties and made in accordance with, and in conformance to, the terms of this Agreement. Copies of the decision will be furnished to both parties.

d. The arbitrator shall have no authority to add to, delete, or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.

e. The fees and necessary expenses of any arbitration proceedings shall be shared equally by both parties, except that each party shall pay the fees of its own counsel and/or representative. The Agency agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

f. The Union and the Agency shall provide, in writing, the names of such witnesses and Union representative (SHRA Employee) attending the arbitration proceedings at least one (1) week in advance of the proceedings. No pay shall be provided to the witnesses or Union representative (SHRA Employee) if the Union or grievant fails to provide the one (1) week advance notice.

ARTICLE 5 – SALARIES

5.1 WAGE AND SALARY ADJUSTMENTS

~~a.Effective the first pay period in January 2010, all AFSCME employees will receive a 1.5% increase.~~

~~b.Effective the first pay period in January 2011, all AFSCME employees will receive a 2.0% increase.~~

~~c.Effective the first pay period in January 2012, all AFSCME employees will receive a 2.0% increase.~~

There shall be a wage re-opener on July 1, 2014.

5.2 SALARY STEP INCREASE

a. A new employee will normally receive the salary specified for Step 1 of the salary range which corresponds to his/her job classification. In special circumstances, a beginning salary above Step 1 may be authorized by the Executive Director.

b. After successful completion of a twenty-six (26) week probationary period of continuous full-time service or part-time service, an employee may be eligible for a step increase to the next higher step of the salary range of his/her job classification. The date upon which the employee successfully completed the probationary period will serve as the anniversary date for further step advancements.

Pre-approved time off during the probationary period shall not be considered to be a break in continuous service; however, any absence exceeding fifteen (15) work days shall extend the probationary period by an equal amount of time.

c. Thereafter, employees may be eligible to advance to the next higher step upon completion of a period equivalent of fifty-two (52) weeks of continuous full-time service, in accordance with 5.2(f).

d. After successful completion of fifty-two (52) weeks of continuous full-time service an employee's advancement to a succeeding step of the salary range shall not be delayed because he/she has not received a timely evaluation.

e. Succeeding step increases shall be effective on the employee's assigned anniversary date in accordance with 5.2(c).

f. A step increase may be denied only for just cause in writing.

5.3 Y-RATE

Employees who are ~~reallocated~~ reclassified to classifications where the maximum rate of pay is less than the employee's salary immediately prior to the ~~reallocation~~reclassification, pursuant to a classification and pay study, shall be Y-rated

for twelve (12) months. ~~until the salary of the affected classification range is increased to the incumbent employee's Y-rated salary~~. After the twelve month Y-rated period, the employee will be placed at a salary step within the salary range of the new classification closest to the salary held by the employee prior to reclassification.

ARTICLE 6 – EMPLOYEE BENEFITS

6.1 HEALTH INSURANCE

a. Cafeteria/group insurance contribution may be used towards health and/or dental benefits. Effective May 1, 2013, t~~T~~he Agency's designated group insurance contribution for regular and limited-term full time employees ~~enrolled in employee only,~~ shall be as follows:

(1) Employee only: $659.27 per month

(2) Employee plus one: $975.00 per month

(3) Employee plus two or more: $1,400 per month

There shall be a health-re-opener on July 1, 2014.

~~(1)Effective, the first of the month following the date of Governing Board approval for 2009, the lowest cost HMO plan & Delta Dental, $549.49 per month.~~

~~(2)Effective first payroll period 2010, the lowest cost HMO plan & Delta Dental.~~

~~(3)Effective first payroll period 2011, the lowest cost HMO plan & Delta Dental.~~

~~(4)Effective first payroll period 2012, the lowest cost HMO plan & Delta Dental.~~

~~b.The Agency's designated group insurance contribution for regular full time employees enrolled in employee plus one, shall be as follows:~~

~~(1)Effective the first of the month following the date of Governing Board approval for 2009, $800 per month.~~

~~(2)Effective first payroll period 2010, $850 per month.~~

~~(3)Effective first payroll period of 2011, $910 per month.~~

~~(4)Effective first payroll period of 2012, $975 per month.~~

~~c.The Agency's designated group insurance contribution for regular full time employees enrolled in employee plus two or more, shall be as follows:~~

~~(1)Effective the first of the month following the date of Governing Board approval for 2009, $1050 per month.~~

~~(2)Effective first payroll period 2010, $1200 per month.~~

~~(3)Effective first payroll period of 2011, $1300 per month.~~

~~(4)Effective first payroll period of 2012, $1400 per month.~~

~~d.~~b. All employees who are regularly scheduled to a part-time position in the General Clerical and Service and the Operations and Maintenance Unit shall receive a pro rata Agency designated group insurance contribution based on the employee's regularly scheduled hours.

~~e.~~c. To be eligible for the Agency contribution under this Article the full-time employee must be paid for a minimum of forty (40) hours of work during the bi-weekly pay period for which the Agency contribution is made. If an employee fails to meet this criterion the Agency shall deduct from the employee's paycheck the amount ~~equa~~in excess of the Agency contribution required for part-time employees by Section "c" of this article~~l to the Agency contribution~~, in addition to any other employee deductions for health and dental insurance. If a ~~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. The Agency shall advance no more than three (3) months of health insurance premiums. ~~Failure to do so before the end of the calendar month, including such paycheck(s), shall automatically drop the employee from the health and dental insurance program until the next open enrollment period.~~The employee shall reimbursement Agency for all such premiums paid by the Agency on a repayment schedule not to exceed 26 pay periods.

~~f.~~d. All employees covered by this Agreement shall be eligible for the employee plus one coverage under the Vision Care Plan "A".

~~g.~~e. Eligible employees may apply the unused Agency contribution to a maximum of $200.00 toward the Agency-sponsored dependent care reimbursement program, life insurance pursuant to Section 6.2, the employee's share of retirement contribution, and deferred compensation. Employees are required to maintain health insurance coverage or provide proof of coverage elsewhere.

~~h.~~f. The maximum health insurance contribution shall be $430.00 per month and shall continue at $430.00 per month for the duration of this Agreement. This contribution is included in the contribution amounts listed in Section 6.1(a) above.

~~i.~~g. Employees with proof of health insurance from another source may opt out of the health insurance and cafeteria plan. Any employee opting out of the plan shall receive an opt-out payment in the amount of $200.

6.2 LIFE INSURANCE

The Agency shall provide $10,000 life insurance for probationary, ~~and~~ regular, and limited-term employees covered by this Agreement. The Agency agrees that subject to Federal tax limitations and during the applicable open enrollment period, employees may purchase additional life insurance up to three (3) times annual salary.

Such insurance may be purchased from the Agency health and dental contribution up to the Federal limit, and from employee out-of-pocket funds thereafter.

6.3 HEALTH INSURANCE PREMIUM ADVANCE

A regular or limited-term employee who is on worker's compensation and who has exhausted all leave balances and is on leave without pay, may request that the Agency continue elected coverage limited to the Agency's medical plan by advancing payments during such leave. The Agency may advance no more than three (3) months of health insurance premiums and the employee shall reimburse the Agency for all such premiums paid.

6.4 CASH OUT AND/OR CREDIT FOR UNUSED SICK LEAVE

Employees shall have the following option of a or b regarding sick leave cash out and/or credit at retirement with fifteen (15) years or more of Agency service:

a. Convert all accrued unused accumulated sick leave to retirement service credit pursuant to Section 20965 of the Government Code or

b. Cash out up to thirty-three and one third percent (33 1/3%) of 1040 hours of the accumulated sick leave hours and convert the balance of unused sick leave to retirement service credit.

c. An employee who terminates employment with the Agency by any reason other than retirement shall forfeit any unused accumulated sick leave.

6.5 PERS RETIREMENT PLAN AND CONTRIBUTION

a. All employees covered by this Agreement that are not "new members" under the California Public Employees Pension Reform Act of 2013 ("PEPRA") shall be in the 2% at 55 CalPERS retirement formula. Effective July 1, 2013 the Agency will pay one and one half percent (1.5%) of the employee's seven percent (7%) PERS contribution. Effective January 1, 2014 the Agency will pay only one percent (1%) of the employee's seven percent (7%) PERS contribution. Effective January 1, 2015, the employee will pay the entire seven percent (7%) PERS contribution.

b. All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees Pension Reform Act of 2013. Accordingly, all new employees hired on or after January 1, 2013, who are considered "new members" under the PEPRA shall be in the 2% at 62 CalPERS retirement formula described in PEPRA. In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c).

~~a.Effective July 1, 2001, all Agency employees will be covered by the Public Employees Retirement System (PERS) 2% at age fifty five (55) plan with one year highest compensation.~~

~~b.The Agency will pay the first three and one-half percent (3-1/2%) of an employee's seven percent (7%) Public Employees' Retirement System contribution, which currently is an amount equal to one-half (1/2) of the employee's retirement contribution. For employees not covered by the Public Employees' Retirement System, the Agency shall contribute an equal amount towards their retirement contribution.~~

6.6 DEFERRED COMPENSATION

Employees shall be eligible to participate in the Agency's Deferred Compensation Program.

6.7 FLEXIBLE SPENDING ACCOUNTS

The following flexible spending accounts shall be available to the eligible employees contingent upon the Agency passing the required non-discrimination testing each plan year. ~~As soon as practicable after the signing of the new Agreement, the Agency shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:~~

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

b. Unreimbursed health care expenses as allowed by law up to $5,000 per plan year; and

c. Dependent care reimbursement.

Administrative costs shall be paid by the employees participating in Sections 6.7(b) and (c).

6.8 OTHER EMPLOYEE BENEFITS

Except as modified by this Agreement, and subject to applicable laws, the following benefits shall remain in effect during the term of this Agreement:

a. State Unemployment Insurance

b. State Disability Insurance

c. Worker's Compensation Fund

d. Social Security

e. Public Employees' Retirement System

6.9 STATE DISABILITY INSURANCE

a. The Agency shall maintain State Disability Insurance (SDI) at the employee's cost for employees in classifications represented by the Union.

~~b.~~ The intent of this program is to enable eligible employees who file for their SDI benefits in accordance with applicable rules and procedures to integrate such SDI benefits with their own available leave balances. Integration is where the SDI benefit and the monetary value of the employee's leave balance 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.~~

~~c.Eligible employees will use State Disability Insurance on an integrated basis with Agency leave benefits providing for holiday time, sick leave, vacation, compensating time off and holiday in lieu time in that order. This provision is an exception to the current policy which otherwise requires exhaustion of all accrued leave balances before a request for a leave of absence without pay can be considered.~~

~~d.Integration of SDI with accrued leave balances will require detailed procedures which the Agency shall, in its sole discretion, implement to insure the equitable application of the program consistent with this Agreement provision.~~

~~e.Integration of SDI with accrued leave balances shall take place subject to the following conditions:~~

~~(1)Integration with Agency leave benefits will begin when either of the following actions occur:~~

~~(a)The employee contacts the Human Resources Department to establish a date for integration to begin. In the event that an employee is unable to so notify the Agency, contact from the employee's spouse, parent, or another close family member will be sufficient.~~

~~Upon contacting the Human Resources Department, the employee must immediately file for SDI with the State of California. If the Agency does not receive the appropriate notification from the State of California prior to the end of the integration, the Agency will reverse the integration process and will treat the period of time as though no integration occurred.~~

~~(b)Receipt of the notice of eligibility from the State of California. If the employee chooses not to contact the Human Resources Department as outlined in subsection (i) above, it is recommended that he/she file for SDI as soon as possible. No integration under this option can occur until the Agency receives the notification from the State.~~

(2)When the employee's eligibility is established, the Agency shall make leave payments to the employee in the usual manner except that the net pay, including SDI benefits and net Agency pay, shall not exceed 100% of the regular net pay. If SDI benefits equal or exceed 100% of the regular net pay, no Agency payment shall be made.

(3)Special pay allowances not of a permanent nature, such as overtime compensation or higher duty assignment pay, shall not be counted in determining the employee's gross or net pay.

(4)Sick leave and vacation shall not accrue during the period of integrated SDI in which the employee receives SDI payments unless there are hours of work. The employee shall receive a prorated accrual based on the number of hours actually worked. Service credits toward seniority and step increase eligibility shall be accrued during any pay period during which an employee is on the integrated leave and SDI program.

(5)Any period of absence during which an employee is receiving SDI benefits but is not receiving leave integration payments shall be deemed a leave of absence without pay.

(6)If the employee exhausts all available leave balances but continues on SDI, the Agency compensation shall cease.

(7)The Agency shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include Agency payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain medical insurance coverages when Agency contributions cease.

(8)Eligible part-time or temporary employees shall be included in this program on a pro rata basis.

f.In the event the Agency determines that legislative, administrative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 WORKDAY/WORKWEEK

a. The workweek for the Agency employees shall begin at 12:01 a.m., Saturday and end at 12:00 midnight the following Friday. The workweek shall consist of five (5) days followed by two (2) consecutive days off. Regular full-time employees' workweek shall consist of forty (40) working hours during the seven (7) day period, unless otherwise allowed by other contract language.

b. The appointing authority may adjust hours of work, the workweek and lunch periods. Prior to a change in lunch periods, hours or workweek, the Agency shall give the employee and the Union fifteen (15) workdays notice. If the Agency fails to provide the fifteen (15) days notice, the employee shall be compensated at a rate of one and one-half (1-1/2) times the employee's normal rate of pay for a period of fifteen (15) workdays.

(1) Prior to a change in hours of work, the workweek and lunch periods, the Agency shall first ask for volunteers by work location;

(2) If there are no volunteers the Agency shall assign employee(s) for any change by inverse seniority by work location, unless the employee is not qualified to perform the work as determined by the Agency;

(3) If a more senior qualified employee is involuntarily assigned, the Agency shall have ninety (90) days to train the less senior employee. At the end of the ninety (90) day period the less senior employee shall replace the more senior involuntarily assigned employee.

c. Alternative schedules include, but are not limited to, 9/80 schedules consisting of eight (8) days of nine (9) hours and one day of eight (8) hours in a bi-weekly pay period; 4/10 schedules consisting of four (4) days of ten (10) hours in a workweek; or other flex schedules designated by the Agency.

7.2 OVERTIME

a. Overtime shall be compensated at a rate of one and one-half (1 ½) times the employee's normal base rate of pay.

b. Employees who work in excess of eight (8) hours per day or forty (40) hours per week shall receive overtime pay.

c. Employees who work alternate schedules (i.e. 9/80 or 4/10 schedules) shall be paid overtime for hours worked in excess of nine (9) or ten (10) hours respectively per day or forty (40) hours per week.

d. For the purposes of computing overtime, sick leave shall not be considered as time worked.

e. Within each job classification, qualified regular employees on a job site shall be offered overtime work prior to the offering of overtime work to qualified other employees. Completion of a started assignment shall be the prime factor in the assignment of overtime work.

7.3 COMPENSATORY TIME OFF (CTO)

a. CTO instead of cash compensation for overtime may be granted, at the request of the employee and approval of the appointing authority, at the rate of one and one-half (1-1/2) hours paid leave for each overtime hour worked.

b. All CTO balances over eighty (80) but less than three hundred twenty (320) hours as of the pay period that includes December 31 will be paid annually on the third payday in the following year. Balances in excess of three hundred twenty (320) hours will be paid bi-weekly.

c. The Agency shall have the right to schedule and approve all use of CTO.

7.4 PART-TIME EMPLOYMENT

a. This Section applies to employees in part-time positions or full-time employees who request to be employed on a part-time basis. Approval of requests for part-time employment lies within the discretion of the Agency.

b. Employees working part-time shall be scheduled to work a minimum of forty (40) hours in a bi-weekly pay period.

c. If a request to convert from full-time to part-time is approved, the employee will be assigned on a part-time basis as soon as practicable.

d. A part-time employee may request to change to full-time employment by giving written notice to the Human Resources Department. Employees submitting such written request will be changed to full-time employment as vacancies in regular positions occur within their current classification. The part-time employee who has the earliest dated request to change to full-time employment will be given the first available vacancy.

e. The salary of part-time employees shall be prorated based on the number of hours worked. Vacation, sick leave, holiday and insurance benefits will be as stated in those sections of this Agreement.

7.5 VOLUNTARY WORK FURLOUGH/REDUCED WORK WEEK

The Agency may establish a Voluntary Furlough/Reduced Work Week Policy for regular full-time employees. The voluntary work furlough/reduced work week may consist of a full day of unpaid leave on a variable schedule or a work schedule which is

modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing the Agency program.

7.6 REST PERIODS

Employees will be allowed paid rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Rest periods may not be accumulated. Such rest periods will not be scheduled within one hour of the beginning or the end of the workday or lunch period.

ARTICLE 8 – HOLIDAYS AND LEAVES

8.1 HOLIDAYS

a. The following shall be recognized holidays for employees covered by this Agreement:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	First Friday after Thanksgiving
Christmas Eve Day (4 hours)	Last working day prior to observance of Christmas Day holiday
Christmas Day	December 25

Holiday	Date
New Year's Eve Day (4 hours)	Last working day prior to observance of New Year's Day holiday

b. When one of these holidays falls on a Saturday, the employees shall be given the preceding Friday off. When one of these holidays falls on a Sunday, the employees shall be given the following Monday off.

c. Employees shall work the entire regularly scheduled shift, or have pre-approved time off, before and after the holiday to be eligible for holiday pay. An employee who is scheduled to work on a holiday and fails to report to work shall not be entitled to holiday pay. Employees who fail to report to work the day before or after the holiday because they are sick must provide a physician's certification ~~immediately upon~~within 24 hours of reporting to work, otherwise they shall not be entitled to be paid for the holiday. In the event an employee is late for work on the day prior to the holiday or day after the holiday for a verified reason beyond their control (such as a traffic accident), the employee shall be given the opportunity to make up the missed time within five (5) working days. Failure to make up the missed time within five (5) work days shall result in a forfeiture of holiday pay. The makeup time shall not count as hours worked for purposes of overtime.

d. A regular or limited-term employee who works a holiday shall be paid eight (8) hours for the holiday plus one and one-half (1-1/2) times of their regular rate of

pay. If an employee reports to work on a holiday and does not work the entire shift, the employee will only be paid time and one-half (1-1/2) for the actual hours worked and shall not receive holiday pay for the remaining holiday hours not worked.

e. Part-time employees shall receive the holiday benefit on a pro rata basis.

f. Floating Holidays

In addition to the recognized holidays specified above, each employee shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(1) Each regular full-time employee shall accrue floating holiday credit at the rate of.615 hours per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one or more hours of salary.

(2) Part-time employees shall accrue floating holiday credit on a pro rata basis.

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

(4) As of the end of the pay period which includes December 31, floating holiday time earned but not taken may accrue to a maximum of two (2) times the employee's yearly accrual.

g. Alternate/Flex Schedule Holidays

During workweeks with one or more recognized holidays, holiday pay for employees working alternate or flex schedules shall be eight (8) hours for each full recognized holiday and four (4) hours for each half (1/2) recognized holiday. Employees shall be given the option of supplementing the holiday pay for the recognized holiday with accrued holiday time, vacation accrued, or CTO in order to earn a total of forty (40) hours pay in the workweek. Employees whose regular day off falls on a recognized holiday shall, in lieu of paid time off, accrue eight (8) straight-time hours for each full holiday and four (4) straight time hours for each half (1/2) holiday falling on such scheduled day off.

8.2 - (New Section – Renumber remaining sections)

8.2 ANNUAL LEAVE

a. All full-time regular employees shall earn annual leave at the following rate:

(1) 3.38 hours per bi-weekly pay period through three (3) years of service, to a maximum of ~~220~~230 hours;

(2) 4.92 hours per bi-weekly pay period beginning with four (4) and through ten (10) years of service, to a maximum of ~~320~~340 hours;

(3) 5.69 hours per bi-weekly pay period beginning with eleven (11) and through fifteen (15) years of service, to a maximum of ~~370~~400 hours;

(4) 6.45 hours per bi-weekly pay period after fifteen (15) years of service, to a maximum of ~~420~~460 hours.

b. Annual leave earned but not taken may accrue to the maximum indicated above, and thereafter no further leave shall accrue until the balance is reduced below the maximum.

c. During any year in which an employee is accruing annual leave at the rate of 6.45 hours per bi-weekly pay period, he/she may elect to take one week of his/her accrual in equivalent pay.

d. Employee's current leave accruals shall appear on employee's pay stub.

e. This Section shall apply to part-time employees except that the bi-weekly accrual rate under Section 8.2(a) shall be computed on a pro rata basis.

f. Employees shall not be eligible to use annual leave prior to six (6) months of service.

8.3 SICK LEAVE

a. Sick leave shall be accrued at the rate of 3.69 hours per pay period.

b. There is no limit to the amount of sick leave which may be accrued.

c. Employees may use accrued sick leave for:

(1) Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing duties because of a personal illness, injury, dental work, or pregnancy; and

(2) Absence from duty for medical or dental examination or treatment under circumstances not involving quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the appointing authority or designee.

(3) Absence from duty when absolutely necessary for attendance upon a spouse, child, stepchild, parent, domestic partner as defined in

Sacramento City Ordinance 92-058, or close relative residing with the employee because of illness or injury which incapacitates such family member and definitely requires personal care. Such absence shall be limited to forty (40) hours sick leave per year, unless otherwise expressly approved by the supervisor.

(4) Absence from duty to transport a spouse, child, stepchild, parent, domestic partner or close relative residing with the employee, to and from a medical appointment.

(5) Absence from duty to attend during serious medical treatment or operation, including childbirth, performed upon a spouse, child, or domestic partner, as defined above.

d. An employee is allowed a maximum of forty (40) hours off if death occurs in the immediate family, unless otherwise expressly approved by the employee's supervisor. Immediate family shall be defined as the employee's mother, father, stepmother, stepfather, grandparents, spouse, domestic partner, children, stepchildren, brother, sister, and persons bearing the same relation to the employee's spouse. Twenty four (24) hours shall be allowed off for the death of a relative not stated above who was a resident of the employee's household at the time of death. Eight (8) hours shall be allowed off for the death of a relative not stated above who was not a resident of the employee's household at the time of death. Four (4) hours shall be allowed off to attend the funeral of a friend. All of this time shall be chargeable to sick leave.

e. When an employee's sick leave has been depleted, annual leave shall automatically be utilized unless the employee otherwise notified the Finance Division in writing.

f. An employee who, while on vacation, is bedridden for three (3) or more days, or hospitalized for one or more days, due to an illness or injury may have such days charged to sick leave provided the employee submits appropriate written verification from the treating physician or the hospital in which he/she was confined.

g. Annually, employees with an accumulated sick leave balance of five hundred (500) hours or more, and who have used twenty-four (24) hours or less of sick leave by ~~December 1~~the end of pay period 25 of the current calendar year, may cash out up to sixteen (16) hours sick leave by submitting a request in writing to Human Resources no later than December 31. The cash out will be processed the next available pay period after the request is received.

h. This Article shall apply to part-time employees except that the monthly accrual rate under Section 8.3(a) shall be computed on a pro rata basis.

8.4 COURT LEAVE/JURY DUTY

For the period of time in court, on jury duty or under subpoena as a witness in a proceeding in which the employee is not a party, an employee is entitled to court/jury duty leave with pay and said absence shall not be construed as annual leave or leave

without pay. Any fee, other than for mileage, collected by the employee for such duty shall be collected by the employer from the employee, except that such fees collected shall not be in excess of the salary earned by the employee in the same period. However, the employee may elect to take annual leave or leave without pay and retain any fees.

8.5 LEAVES OF ABSENCE WITHOUT PAY - REGULAR EMPLOYEES

a. A regular employee may request a leave of absence in writing to the Human Resources Manager. The request shall state specifically the reason(s) for the leave, the date when the leave is to begin, and the probable date of return.

b. Upon written request and approval by the Executive Director or designee, a leave of absence without pay may be granted to any employee with regular status for a period of not to exceed one year for the following reasons:

(1) Illness or disability, including pregnancy-related disability, not covered by sick leave;

(2) Union business;

(3) Education or training which will materially benefit the Agency;

(4) Parental/child care;

(5) Other personal reasons which do not cause inconvenience to the Agency.

c. Any leave of absence granted under Section 8.5(a)(1) above shall be only for the actual period of illness, disability, or pregnancy-related disability. Any request for a leave of absence longer than the actual period of illness, disability, or pregnancy-related disability, up to the one year maximum from the date the initial leave began under Section 8.5(a)(1), must be approved by the Executive Director or designee, and will be considered a leave under Section 8.5(a)(5).

d. A regular employee on an unpaid leave of absence for one (1) year or less is eligible to return to his/her current or similar classification upon request by the employee. In all other cases the employee on leave shall not be returned to the position he/she vacated unless that position is open at the time he/she is released to return to work. He/she shall, however, be granted preferential hiring rights for a period of one (1) year to a similar job classification.

e. If the leave of absence without pay necessitates a temporary replacement, the employee on leave shall be returned to the position he/she vacated upon his/her return to work.

f. In the event an employee is transferred or promoted on a temporary basis for the duration of a leave of absence, such appointment shall have no effect on the status of the employee so promoted or transferred, and he/she shall be entitled to all

rights and benefits that would be provided him/her had he/she not been temporarily promoted or transferred.

g. Employees may not accrue annual or sick leave while on leave of absence without pay; however, employees returning to work following a leave shall retain their accumulated sick leave and annual leave.

h. Only those leaves of absence that under the law require no loss of status, including Workers' Compensation, shall count for the purposes of determining seniority. All other leaves of absence over thirty (30) work days shall be deemed as a break in seniority/service.

i. All premiums required under the Agency's health and welfare program shall be paid by the employee while on leave of absence without pay.

8.6 PARENTAL LEAVE

a. A parental leave policy for both male and female employees shall be implemented, with the following provisions:

(1) Regular full-time employees who have completed 2080 hours of continuous service shall be eligible for a maximum Agency-paid parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Unused parental leave shall have no cash value.

(2) Part-time employees who have completed 1040 hours of continuous service shall be eligible for a maximum Agency-paid parental leave of four (4) weeks consisting of up to eighty (80) hours of continuous paid time off. Unused parental leave shall have no cash value.

(3) To be eligible for the paid leave the employee must have completed probation from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age four (4) who resides with the employee and for whom the employee has physical and legal custody. Court-appointed legal guardians and foster parents do not qualify for parental leave.

(4) Eligible employees shall have the right to only one leave of absence per pregnancy or adoption regardless of the number of children involved (e.g., twins). The duration of paid leave shall not change based on a change in employment status, such as from part-time to full-time. An employee must utilize all paid leave prior to converting to unpaid leave during parental leave.

(5) Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held or equivalent position.

(6) Eligible employees may extend parental leave beyond the four (4) weeks of Agency-paid leave to the maximum six (6) months of leave, upon approval by the Agency, by adding accrued and available hours of sick leave, vacation, compensatory time off (CTO), accrued holiday, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.

(7) Parental leave shall be taken in one continuous period of absence on paid or unpaid status, and must be completed within one year of the birth or adoption for which it is requested.

(8) Parental leave shall not commence prior to the date of birth or adoption and is separate from any disability leave which may be available to the employee.

(9) The Agency shall run Family Medical Leave Act (FMLA) concurrently with parental leave.

(10) Nothing in this provision is intended to limit or waive rights held by employees under state and federal law with regard to leaves.

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

8.7 CATASTROPHIC LEAVE

Upon request of a regular employee and upon approval of the Executive Director or designee, annual leave, CTO, vacation, and/or holiday leave may be transferred from one or more employees to another employee, in accordance with Agency policies, and under the following conditions:

a. The receiving employee faces financial hardship due to injury or the prolonged illness of the employee.

b. The receiving employee has exhausted all leave balances.

c. Each donation must be a minimum of eight (8) hours and in whole hour increments and credited as vacation or annual leave.

d. The total leave credits received by the employee shall normally not exceed five hundred and twenty (520) hours; however, if approved by the Executive Director, the total leave credits received may be one thousand and forty (1,040) hours.

e. Donations shall be made on a form to be developed by the Agency, signed by the donating employee, and verified by the donating department. These donations are irrevocable.

f. Sick leave credits shall not be transferred under this provision.

g. This Section is not subject to the Grievance and Arbitration Article of this Agreement.

ARTICLE 9 – SPECIAL ALLOWANCES

9.1 ON-CALL PAY

A regular employee who is assigned on call duty for emergency work shall be paid $150.00 per week in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at time and one-half (1-1/2) their base rate of pay. CTO shall not be available for on-call overtime.

a. Effective pay period twenty-four (24) in 2009, the standby rate shall be $175.00 per week.

b. Effective pay period twenty-four (24) in 2010, the standby rate shall be $190.00 per week.

c. Effective pay period twenty-four (24) in 2011, the standby rate shall be $200.00 per week.

d. If an employee on standby is called and engages in problem solving which exceeds thirty (30) minutes the employee shall receive the two (2) hour minimum call-out pay or the actual time worked, whichever is greater. Additional calls within the two-hour period are covered under that minimum time paid.

e. Employees who are issued an Agency cell phone, laptop, or pager are not considered to be on standby unless assigned standby duty by the appointing authority.

9.2 NIGHT-SHIFT DIFFERENTIAL

All employees of the Agency covered by this Agreement who work five-eighths (5/8) or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated therefore by payment for the entire shift of an additional seven and one-half percent (7.5%) of their base pay for that shift. Employees who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m. shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional seven and one-half percent (7.5%) of their base pay for such hours.

9.3 TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. When an employee is assigned to perform more than seventy-five percent (75%) of the duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the regular base pay of the employee, providing such pay shall be a minimum of Step 1 of the higher classification, and no more than the maximum of Step 5 of the higher classification. The Executive Director may authorize payment in excess of five percent (5%) but no more than Step 5 of the higher classification.

b. When an employee is assigned to perform at least fifty percent (50%) and not more than seventy-five percent (75%) of the duties of a higher classification, payment for such out-of-class work shall be paid at three percent (3%) above their regular base pay.

c. No position will be filled by "temporary work in a higher classification" for more than six (6) months, except as follows:

(1) Illness

(2) Vacation relief

(3) Sick leave relief

(4) Leave of absence

(5) During the recruitment process

(6) Conditions of extended emergency

d. The Agency agrees not to abuse or circumvent the application or intent of this Section, including the establishment of new positions.

e. Out-of-classification pay, as stated in Section 3.4(a) shall not apply to part-time or limited term employees unless such out-of-classification work is being performed on an unsupervised (non-trainee) basis.

If an employee is assigned to work out-of-classification the day before and the day after a holiday, sick leave, or vacation, such time off with pay shall be at the out-of-classification rate of pay.

9.4 LEADWORKER PAY

When the appointing authority designates a ~~regular employee~~leadworker assignment, in writing, as a Leadworker, that employee shall receive five percent (5%) to base pay for the first six (6) months, thereafter an additional five percent (5%).

When openings occur in a leadworker assignment, regular employees who are in a classification at the same salary range of the assignment may request to fill that assignment. The requests to fill an open leadworker assignment shall not be arbitrarily or capriciously denied. The assignment shall be made on the basis of the most qualified

applicant. Where two (2) or more employees request the assignment and their qualifications are not significantly different, the senior employee will be given the assignment. All employees requesting the assignment will receive an approved or denied letter following each leadworker assignment opportunity that falls into the category of the request.

For an employee to be considered for a leadworker assignment under this section a written request, on a form provided by the Agency, must be filed with the Human Resources Department. Such leadworker assignment requests shall be valid through December 31 of each calendar year.

9.5 LONGEVITY PAY

a. Employees who have been employed by the Agency for a period of twenty (20) to twenty-~~five~~four (24~~5~~) years on January 1 of each year shall receive longevity pay of $~~100~~350 on the second payday of January.

b. Employees who have been employed by the Agency for a period of twenty-five (25) to twenty-nine (29) years ~~or more years~~ on January 1 of each year shall receive $~~300~~550 on the second payday of January.

c. Employees who have been employed by the Agency for a period of thirty (30) years or more on January 1 of each year shall receive $750 on the second payday of January.

9.6 BILINGUAL PAY

a. The Agency may authorize bilingual pay when it is determined to be necessary for the operation. The Agency 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 Agency will arrange the certification and testing process and authorize the bilingual pay.

b. Bilingual pay shall be compensated at the rate of five percent (5%) above the regular base pay for any period in which the employee is certified. An employee who is receiving bilingual pay shall provide assistance to any Agency operation as needed or when directed.

c. The certification period will be two (2) years from the date of certification only. At the end of the certification period the Agency may or may not recertify the employee under paragraph "a" above.

ARTICLE 10 – PERSONNEL ACTIONS

10.1 PROBATIONARY PERIOD FOR NEW HIRES, TRANSFERS & PROMOTIONS

a. All bargaining unit employees will serve an initial probationary period of twenty-six (26) weeks of full-time service employment. This twenty-six (26) week period will be used to determine if performance of the employee is satisfactory and if employment should be continued.

b. The probationary period may be extended by reason of any absence, which exceeds fifteen (15) working days that may occur during the probationary period in an amount of time equal to the length of the absence.

c. Probationary period can be extended for up to a maximum of twelve (12) weeks by the appointing authority.

d. A probationary employee may be extended or released from his/her position at the discretion of the appointing authority at any time during the probationary period with no right of appeal or grievance.

e. Any regular employee who is promoted and subsequently released from the new job classification while serving the probationary period shall be reinstated to the job classification from which promoted where regular status was held or to a comparable position, unless the reason for release would be just cause for dismissal.

10.2 TRANSFERS

a. When openings occur in a particular job assignment, regular employees who are in a classification at ~~a~~ the same salary range ~~within five percent (5%) of the salary range~~ of the vacant position may request to be transferred to that assignment. A vacancy or vacancies resulting from the transfer(s) herein may not be subject to this procedure. The requests for transfer shall not be arbitrarily or capriciously denied. Transfers shall be made on the basis of the most qualified applicant. Where two (2) or more employees request transfers and their qualifications are not significantly different, the senior employee will be given the transfer. All employees requesting a transfer will receive an approved or denied letter following each transfer opportunity that falls into the category of the request.

b. For an employee to be considered for transfer under this section a written transfer request, on a form provided by the Agency, must be filed with the Human Resources Department. Such transfer request shall be valid through December 31 of each calendar year.

c. The Agency will maintain a transfer request list. The Agency will provide the transfer list to the Union upon request.

~~c.~~d. An employee shall be given ten (10) working days notice prior to a permanent involuntary transfer and will not serve a new probationary period. Temporary

involuntary transfers due to emergency situations and/or business necessity shall not be subject to the ten (10) day notice requirement. The Agency will not intentionally use temporary involuntary transfers to circumvent the notice requirement.

10.3 PROMOTIONS – REGULAR EMPLOYEES

a. Promotional examinations are open to all regular employees who meet the basic qualifications for the higher position. Any employee, upon promotion shall be entitled to receive in the position to which he/she is promoted, the rate of compensation next higher than that received by him/her prior to this promotion; provided that the amount of such increase shall be at least equal to one full in-grade salary step, but in no case shall the new rate exceed the maximum rate of the higher classification.

b. All job examination announcements shall be posted on the bulletin boards as specified in Section 3.6 at least ten (10) working days prior to the closing of the filing period. Job announcements may be posted for less than ten (10) working days with the written consent of the Union.

c. Where an employee of the Agency applies for a promotional position within the Agency and does not meet the minimum qualifications of the higher classification, such employee shall be notified in writing which minimum qualification(s) were not met within three (3) working days of the end of the posting period or five (5) working days prior to the interview process.

d. Within any job examination process, all employees who meet the minimum qualifications of a higher job classification covered by this Agreement shall be eligible for the job-related examination process. The Agency agrees that the Human Resources Manager shall oversee the administration of the promotional examination process by conducting employee recruitment, application testing and certification, and it is his/her responsibility to insure that the process is properly conducted. The current top five (5) names on the eligible list from the most recent examination process shall be granted interviews for each vacancy in said higher job classification. The promotion shall be given to the most qualified candidate without regard to relative position on the list. If two (2) or more candidates are equally qualified, seniority shall be the determining factor in the promotion.

10.4 DEMOTIONS

An employee who is demoted voluntarily or involuntarily to a classification with a lower salary range shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to demotion providing there is no increase in pay.

10.5 TRANSITION

Upon approval of the Executive Director or his/her designee, any part-time or limited-term employee holding regular status may be considered for appointment to a regular position. Qualifying employees shall be subject to a performance appraisal or interview to determine ranking. Where performance of two (2) or more qualifying

employees is equally satisfactory, the employee having the most Agency service shall be selected. Regular status shall be granted without further examination. Such appointment may be made only to an entry-level classification covered by this Agreement, or to the employee's current classification where such classification is within a flexibly staffed classification series.

10.6 DISCIPLINARY ACTION

a. Employees shall be disciplined only for just cause. Disciplinary action or measures may include the following:

(1) Written reprimand

(2) Suspension

(3) Reduction within salary range

(4) Demotion

(5) Discharge

b. A letter of reprimand shall not be arbitratable. An employee may have an administrative review of the reprimand by submitting a request in writing, to the Executive Director or designee, within fourteen (14) days after receipt of the letter.

c. Discharge for cause – No warning notice or other disciplinary action is required prior to termination for theft of money, working under the influence of alcohol or drugs, gross insubordination or acts of violence, abusive or reckless conduct which threatens or endangers the health or safety of other persons.

d. A written reprimand and any written rebuttal submitted by the employee shall be removed from an employee's personnel files if the employee has worked for a two (2) consecutive year period subsequent to receipt of the written reprimand without receipt of any additional disciplinary action as listed under Section 10.4(a).

10.7 IN-LIEU DISCIPLINE

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

10.8 CITIZENS COMPLAINT

a. The Agency agrees not to take any disciplinary action against any employee under Section 10.4 of this Agreement based upon a complaint from a tenant or other member of the public unless and until such complaint is reduced to writing and

signed by the complainant. Such written complaint shall specifically allege what acts by an employee are complained of.

b. If a tenant or other member of the public files a written complaint with the Agency complaining of the actions of any employee, the Agency shall provide a copy of a complaint to the employee and shall afford an opportunity for a written reply by the employee to the matter complained of in such complaint. The complaint, the employee's reply, and any Agency action based on the complaint, shall become a part of the employee's personnel file.

10.9 EMPLOYEE PERSONNEL RECORDS

a. Employee personnel records shall be subject to inspection only by the employee concerned and authorized Agency personnel except as otherwise provided by law. Upon notification and approval of the employee's supervisor, an employee shall be entitled to make an appointment for and review his/her personnel records at the Human Resources Department for a reasonable time during regular hours. Upon proper request, such permission shall not be unreasonably withheld. No persons shall be allowed, other than those stated in this Section, to inspect an employee's personnel record without the express written authorization of the employee.

b. The employee's signing of any detrimental or adverse document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the document or materials. Such signing does indicate the employee has had an opportunity to review the detrimental or adverse document or material.

However, the employee may submit a written rebuttal to be placed in his/her personnel record and attached to the detrimental or adverse document or material. The rebuttal shall remain a part of the detrimental or adverse document or material for as long as the document remains in the employee's personnel record. Rebuttals submitted by employees that contain profanity, discourteous, or defaming language toward the supervisor and/or Agency or that do not address the subject matter shall not be allowed and will be returned to the employee with an explanation.

c. An employee shall be provided with a copy of a performance appraisal, disciplinary letter, any adverse/detrimental document, or letter of commendation within seven (7) calendar days after the employee makes a written request for a copy of such document.

10.10 EMPLOYEE PERFORMANCE EVALUATIONS

a. Each Agency department shall have the right to conduct employee performance appraisals on a department-wide basis for all employees at the discretion of the appointing authority.

b. Probationary employees shall receive no less than two (2) performance evaluations, at reasonable intervals, during the probationary period.

c. A regular employee who is rated as needs improvement or unsatisfactory on his/her performance evaluation may, within fourteen (14) calendar days from the date of the performance evaluation, informally appeal to his/her supervisor.

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

e. Employees not on probation who have not reached the top step of the pay scale shall be evaluated no less than once a year ~~on or before the anniversary date~~. In the event the evaluation is not performed ~~by the anniversary date~~, it is understood that the employee's performance is satisfactory and shall automatically receive a salary step increase effective on the salary anniversary date.

ARTICLE 11 – SENIORITY AND LAYOFF

11.1 SENIORITY DEFINITIONS AND CLASSIFICATION TERMINOLOGY

a. Agency Service Seniority: Agency service seniority shall be defined as the period of continuous service from the effective date of hire to any limited-term, part-time or full-time position.

(1) If two (2) or more regular employees have the same seniority date the Agency shall flip a coin to determine the more senior employee. The Agency shall ask one of the employees to call heads or tails and the outcome of the call shall determine the more senior employee.

(2) A part-time employee's time shall be pro-rated to establish Agency or classification seniority. For example, a full-time and part-time employee hired on the same date, and have both worked for three (3) continuous years, the full-time employee working forty (40) hours per week will have accrued three (3) years of seniority and the part-time employee working twenty (20) hours per week will have accrued one and one-half (1-1/2) years of seniority.

b. Classification Seniority: Classification seniority shall apply only to regular employees and shall be defined as the length of continuous regular service from the effective date of probationary appointment to the employee's present job classification including any time spent in a higher classification less any time spent in a lower job classification due to a downgrade.

c. Higher Classification: Higher classification shall mean a job classification in which the top rate of pay (Step 5) is greater than the top rate of pay (Step 5) of the employee's present job classification.

d. Downgrade: Downgrade shall mean a job classification in which the top rate of pay (Step 5) is lower than the top rate of pay (Step 5) of the employee's present job classification.

e. Continuous Regular Service: Continuous regular service shall mean regular service without a break in service of more than thirty (30) calendar days. The effective date of appointment shall be recalculated to the new date after a break of thirty (30) or more calendar days.

f. Break In Service: Break in service shall mean an unpaid absence which exceeds thirty (30) or more calendar days.

g. Loss of Seniority: An employee's seniority shall be terminated and his/her rights under this agreement shall be forfeited for the following reasons:

(1) Termination, resignation, or retirement

(2) Failure to return to work when recalled from layoff as set forth in the recall procedure in Section 11.3(g)

(3) Failure to return to work after expiration of a formal leave of absence

(4) Layoff for two (2) continuous years

h. The Agency shall prepare, maintain, and post a seniority list which shall show the names, classification, classification seniority date and Agency service seniority date of all employees covered by the Agreement. The Union shall be given one (1) copy of the list within thirty (30) calendar days after the effective date of this Agreement, and thereafter a current list every six (6) months.

i. These lists shall be deemed correct as to an employee's seniority unless the employee or the Union notifies the Agency to the contrary in writing within ten (10) working days after a list is given to the Union and posted by the Agency on the bulletin boards as specified in Section 3.6. This section shall be posted at the top of the seniority list.

11.2 LAYOFF, REDUCED WORK SCHEDULE, BUMPING, AND REGRESSION LADDER DEFINITIONS

a. Layoff: A layoff shall be defined as the dismissal of at least one employee due to lack of work, lack of funds, or abolishment of position.

b. Reduced Work Schedule: Reduced work schedules shall be defined as schedules that are reduced for a period of up to three (3) days per month, but not more than thirty-six (36) days in a twelve month period. Work schedules may be reduced in hours up to but not more than twenty-four (24) hours per month for a period of up to twelve (12) months due to lack of work, lack of funds, abolishment or reclassification of positions.

c. Bumping: An employee laid off pursuant to section 11.2 may bump an employee with less seniority within the classification regression ladder. To bump a less senior employee the bumping employee must be qualified to perform the functions of the classification.

d. Regression Ladder: A regression ladder shall be defined as a classification series through which a more senior employee may bump a less senior employee. The regression ladders are as set forth in Exhibit B. Any new classifications shall be added to applicable regression ladders at the time they are created.

11.3 REDUCED WORK SCHEDULE AND PERMANENT LAYOFF PROCEDURE

a. This Section provides the procedure to be followed when an employee(s) is to be placed on a reduced work schedule or permanently laid off. The Agency shall determine the timing of the event, the number of employees affected, and in which classification(s) the event will occur.

b. Notice of Layoff: In the event of reduced work schedule or layoff, the Agency shall first provide a list of the affected classifications and employee(s) to the AFSCME President at least thirty (30) days prior to the event. All affected employees shall be notified at least fourteen (14) days prior to the effective date of the event.

All affected employee(s) shall be notified of the pending event by certified mail, return receipt requested. Such notice shall be mailed to the employee's address currently on file in the Human Resources Department and shall be deemed appropriate notice.

c. Procedure: This section provides the procedure to be followed when an employee(s) is placed on a reduced work schedule or permanently laid off.

(1) Reduced Work Schedule: In the event the Agency implements a reduced work schedule the Agency shall determine which classifications or departments will be affected. In the event all the employees are not affected the Agency shall reduce the work schedules of the least senior employees first in each classification affected, second by least Agency seniority, unless more senior employee(s) volunteer. More senior employees affected by reduced work schedules may bump less senior employees in other departments.

(2) Permanent Layoffs: Employees with the least seniority shall be laid off first. Seniority shall apply as follows: first classification seniority, second Agency seniority. Employees shall be laid off within each classification in the following order:

1st Limited-Term – Probationary

2nd Regular Part-Time Probationary

3rd Regular Full-Time Probationary

4th Limited Term

5th Regular Part-Time

6th Regular Full-Time

(3) Bumping: Within a job classification, any employee with regular status who is to be laid off shall have the right to bump, in descending order, to job classifications within his/her regression ladder, if any, provided that the employee meets the qualifications of the lower classification and can bump an employee in the lower classification as follows:

1st Limited-term employee with the least Agency service seniority

2nd Part-time employee with the least Agency service seniority

3rd Employee with probationary status with the least classification seniority

4th Regular employee with the least classification seniority, provided the bumping employee has greater Agency seniority. ~~Classification seniority shall be used as the applicable seniority for bumping purposes except that Agency service seniority shall be utilized to bump into the following classifications.~~

~~Housing Assistant~~
~~Maintenance Worker~~
~~Office Assistant~~

Employees who do not wish to bump down or are unable to bump to another or lower classification or are not qualified to perform the functions of the lower classification shall be laid off.

(4) Probationary Employee: Any probationary employee who is affected by a layoff or displaced by a bumping employee shall return to the former job classification where the employee held regular status, if the employee is eligible to bump a less senior employee. If a probationary employee did not hold regular status in another job classification, he/she will be laid off without right of recall.

~~(5)Classification Not Listed in a Regression Ladder: For any classification not listed in a regression ladder, the employee with regular status shall have the right to bump, in the same manner as provided in Section 11.3(c)(3) to the last classification in which regular status was held, if any, provided such classification is covered by this Agreement. If the employee bumps to a classification within a regression ladder, the employee shall have the right to bump down through that new regression ladder only. If the employee is unable to bump down, the employee shall then be laid off.~~

~~(6)~~(5) In-Lieu of Bumping: An employee may accept layoff in lieu of the opportunity to bump by notifying the Human Resources Department within three (3) working days of receiving notice of layoff. Where the employee accepts a layoff in lieu of a bumping, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

~~(7)~~(6) Salary in Event of Bumping: An employee who bumps down to a lower classification pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate

received immediately prior to bumping provided there is no increase in pay.

~~(8)~~(7) Fringe Benefits: Employees laid off shall be paid vacation and other benefits pursuant to this Agreement. Employees being recalled shall have their sick leave restored.

11.4 RECALL

This section shall be followed when an employee(s) is called back to work or returned back to the classification they were laid off or bumped from.

a. All bumped or laid off employees shall be put on a recall list. The recall list shall remain in effect for a period of two (2) years. Bumped or laid off employees shall be recalled in inverse order of the bump or layoff.

b. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on Human Resources Department records unless a more recent address has been furnished in writing by the employee.

c. This recall notice shall be by certified mail, return receipt requested, and the employee shall have fourteen (14) calendar days to report to work from the date of receipt of the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been bumped or laid off shall be required to meet the qualifications of the classification to which he/she is recalled.

If an employee notifies the Agency within the fourteen (14) calendar days that they need an extension to report to work, the Agency may grant up to fourteen (14) additional calendar days.

d. The Agency shall only be obligated to recall eligible laid-off or bumped employees who held regular status to regular position openings. The Agency shall offer part-time or limited-term employment (not recall) to eligible laid-off or bumped employees who held regular status, but if such employee(s) accepts or refuses such employment offer there shall be no effect on the original duration of the two (2) consecutive year recall period. The Agency shall not be obligated to offer employment or recall any employee(s) to any temporary position.

e. An employee recalled to their previous classification shall be assigned at the same step previously held. If their current wage is higher than their previous step they shall be assigned to the next higher step.

f. Regular employees who were laid off because they did not wish to bump down or were unable to bump to another or lower classification or who were not qualified to perform the functions of the classification shall only have recall rights to the classification they were laid off from.

11.5 EMPLOYEES NOT COVERED BY THIS AGREEMENT

a. Where an employee holds status in a job classification not covered by this Agreement, and is laid off from that job classification, such employee shall be entitled to bump to a job classification covered by this Agreement in accordance with Section 11.3(c)(3) of this Article, provided such employee held regular status in such bargaining unit job classification not more than two (2) years prior to the effective date of the layoff. Such employee shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to being bumped, provided there is no increase in pay.

b. When an employee is demoted to a classification in the Unit, provided there is a vacancy and the employee is qualified, the salary shall be established in accordance with Section 11.5 (a).

ARTICLE 12 – REIMBURSEMENTS

12.1 TUITION REIMBURSEMENT

Employees with regular status shall be eligible for tuition reimbursement up to $1,500.00 per calendar year for coursework related to their employment with the Agency or toward a recognized degree program approved by the Human Resources Director. Such reimbursement shall be applicable for the actual cost of the tuition of the course, books and mandatory fees, excluding parking. Reimbursement shall be made only for coursework completed at accredited high schools, colleges, universities, and correspondence schools. Employees must receive Agency approval of the coursework prior to the start of such course and must receive a grade of "C" or its numerical equivalent or better to be eligible for the tuition reimbursement.

12.2 REGIONAL TRANSIT MONTHLY PASS

~~Effective February 1, 2001, career~~Probationary, regular, and limited-term employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible to receive an eighty percent (80%) discount on the cost of a SRTD monthly pass. Employees who utilize other transit systems regulated by the Public Utilities Commission or Interstate Commerce Commission shall receive reimbursement of eighty percent (80%) of the cost of the pass to a maximum of $100. Employees must submit their claim for the eighty percent (80%) reimbursement no later than the tenth (10th) calendar day of the month for which the pass is valid to be eligible for the reimbursement.

12.3 DOWNTOWN PARKING SUBSIDY

~~Effective the first pay period of 2009,~~ Full-time regular and limited-term employees who are assigned to the downtown area are eligible to receive a $90.00 per month parking subsidy provided that:

a. The employee does not receive reimbursement for Sacramento Regional Transit or other bus or mass transit transportation for the same month.

b. The employee is not provided free parking.

ARTICLE 13 – SAFETY AND UNIFORMS

13.1 SAFETY

a. The Agency agrees to provide for the safety of the employees during the hours of their employment. In this regard, the Agency agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or from the Union. The employees and the Union agree that they will direct their safety recommendations and ideas to the Agency. The ~~safety advisory committee~~ SHRA Joint Safety Committee consisting of representatives of the Agency and the Union shall meet every three (3) months, or whenever necessary, to consult on such safety matters. Up to three (3) Union representatives may attend such meetings without loss of pay or benefits.

b. The Agency shall take all reasonable and required precautions to provide for the safety of its employees during hours of their employment.

13.2 SAFETY GLASSES

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

b. Employees are free to purchase prescription safety glasses from any source the employee chooses. The Agency will reimburse the employee for the purchase of prescription safety glasses up to a maximum cost of $125.00 for one pair of glasses every two (2) years.

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

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

13.3 DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

13.4 SAFETY SHOES

a. Where the Agency requires that safety shoes be worn by employees as a condition of employment, the Agency shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of $150.00 per pair, or up to a maximum of $200.00 per pair if special order is required, each year. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

b. Employees, including but not limited to the following classifications of Maintenance Specialist, Maintenance Technician, and Maintenance Worker~~, and Senior Storekeeper~~, shall be eligible for safety shoe reimbursement.

c. The Agency maintains the right to specify the type of required safety shoe and to require employees in other classifications to wear safety shoes.

13.5 UNIFORM CHANGES

Where the Agency requires that uniforms be worn, the Agency agrees to provide five (5) pant changes per week and five (5) shirt changes per week for employees in the Operations and Maintenance Unit. The Mail/Photocopy Services Clerk shall be provided five (5) pant and five (5) shirt changes per week.

ARTICLE 14 – MISCELLANEOUS

14.1 DISCRIMINATION CLAUSE

The Agency and the Union agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, religion, race, color, creed, national origin, political affiliation, Union membership or activity, handicap or sexual orientation.

14.2 SAVING CLAUSE

If any parts of the Agreement are found to be illegal, such illegality shall not in any way invalidate any other parts of this Agreement.

14.3 STRIKES AND LOCKOUTS

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

14.4 CLASSIFICATION STRUCTURE CHANGES

The Agency agrees to advise the Union in writing at least thirty (30) days prior to the implementation of any change in the employer's existing classification structure affecting classifications represented by the Union.

14.5 CONTRACTING-OUT

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

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

~~14.6 VIDEO DISPLAY TERMINALS~~

~~a.No word processor operator shall be required to operate the word processing equipment for more than two (2) consecutive hours. This provision is not intended to provide for additional break periods.~~

~~b.Upon request, the Agency may consider an alternate work assignment for a pregnant employee who operates a VDT with cathode ray tubes. Such assignment may include the duties and responsibilities of any established classification or other work. In no case shall the employee be entitled to a higher rate of pay due to such assignment.~~

14.6~~7~~ DRIVER LICENSE AND INSURABILITY

a. An employee who is authorized or required to drive an Agency vehicle or personal vehicle in the course of his/her employment shall be required as a condition of employment to maintain the required driver license for the vehicle utilized on the job and the minimum insurance on the personal vehicle which is required by State law.

b. In addition, an employee who is authorized or required to drive an Agency vehicle in the course of his/her employment shall maintain a safe driving record such that no assigned risk or other insurability penalties are applied to the Agency's insurance rates. Failure to do so will necessitate that the employee provide their personal vehicle for use on the job where possible, and in other instances, may result in disciplinary action and/or the employee payment of the increased insurance charges.

c. The employee shall notify his/her supervisor of the loss, suspension, or cancellation of his/her drivers license on the first working day following such loss.

14.~~7~~8 COPIES OF AGREEMENTS

The Agency shall at its expense print and provide to the Union copies of this Agreement sufficient in number to permit the Union to distribute copies to all employees in the Unit.

14.~~8~~9 TERM

a. This Agreement shall remain in full force and effect upon approval by the Sacramento City Council and Sacramento Board of Supervisors from January 1, 2013 through ~~up to~~ December 31, ~~2012~~2015.

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

DATED:

AFSCME LOCAL #146 Negotiating Committee	SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
George Popyack, Chief Negotiator	La Shelle Dozier, Executive Director
Karmen Ortloff, AFSCME	Jesse Lad, Chief Negotiator
Kimberly Peterson	James Shields
Ken Deam	Wendell Garrett
Mike Martz	Tracy Knighton
Georgina Martz	Nick Chhotu
Mike Newman	Chris Pahule

EXHIBIT A – SALARY SCHEDULE

Sacramento Housing and Redevelopment Agency

FOR CURRENT SALARY INFORMATION VISIT:

http://agency.governmentjobs.com/shra/default.cfm?action=agencyspecs

EXHIBIT B – REGRESSION LADDERS

AFSCME

For employees holding regular status in the below-listed classifications, the regression is as listed within each section:

1. Accounting Technician
   Account Clerk
   Office Assistant

2. Administrative Secretary
   Office Technician
   Office Assistant

3. Housing Technician
   Housing Assistant*

4. Maintenance Specialist
   Maintenance Technician
   Maintenance Worker

The following classifications do not have a regression ladder:

~~Lead Custodian – Resident Trainee Program~~
Mail/Photocopy Services Clerk

*Agency service seniority must be utilized to downgrade into these classifications.
1989399.2