



# CITY OF SACRAMENTO

(2)

DEPARTMENT OF EMPLOYEE RELATIONS  
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DIRECTOR OF EMPLOYEE RELATIONS

August 31, 1984 APPROVED  
BY THE CITY COUNCIL

City Council  
Sacramento, California

1. 31 1984 AC 84041

OFFICE OF THE  
CITY CLERK

Honorable Members in Session:

SUBJECT: Tentative Agreement in the Automotive/Equipment Mechanics Unit

## SUMMARY

The City of Sacramento and the International Association of Machinists and Aerospace Workers reached tentative settlement on a three-year agreement covering approximately 67 employees in the Automotive/Equipment Mechanics Unit for the period August 31, 1984 to July 3, 1987. The tentative agreement has been ratified by the Union membership. It is recommended that the City Council approve the attached tentative agreement. The major features of the tentative agreement are:

### 1. First Year

- a) Effective June 23, 1984, a 5.45% salary increase for all employees, except a 5.60% salary increase for Equipment Body Mechanics and Equipment Mechanics I, II and III; and a 5.80% salary increase for Equipment Serviceworkers.
- b) Effective July 1, 1984, the City's monthly insurance contribution will increase by \$30.58, changing the City contribution from \$191.78 to \$222.36 monthly per eligible employee.
- c) The maximum reimbursement for tool loss by fire or burglary will increase from \$4,000 to \$6,000.
- d) The number of holidays will increase by one and one-half days from 12-1/2 to 14 days. Eliminated as recognized holidays are Admissions Day, Columbus Day, and the four-hour holiday on Good Friday. Added as a recognized holiday is Martin Luther King's Birthday, plus three floating holidays.
- e) Reimbursement for safety shoes will be increased by \$5.00 per pair, from \$65.00 to \$70.00.
- f) Effective September 1, 1984, standby pay will increase from \$115 to \$126 weekly.
- g) Effective January 5, 1985, non-probationary Equipment Body Mechanics and Equipment Mechanics I, II and III may be advanced at any time to any higher salary step at the discretion of the Department Head.

2. Second Year

- a) Effective July 6, 1985, salaries will increase a minimum 4% to a maximum 6%. Any variance between 4% and 6% will be determined by the Consumer Price Index.
- b) Effective July 1, 1985, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" health plan and the dental plan. The City will have the option of replacing the City's dental plan by no later than October 1, 1985.

3. Third Year

- a) Effective July 5, 1986, salaries will increase a minimum 4% to a maximum 6%. Any variance between 4% and 6% will be determined by the Consumer Price Index.
- b) Effective July 1, 1986, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" health plan and the dental plan.

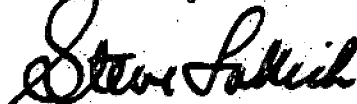
FINANCIAL IMPACT

The cost increase for Fiscal Year 1984-85 is estimated at \$152,000. The cost increase for Fiscal Year 1985-86 is estimated at a low of \$109,000 to a high of \$150,000 with any variance tied to the Consumer Price Index. The cost increase for Fiscal Year 1986-87 is estimated at a low of \$111,000 to a high of \$155,000 with any variance tied to the Consumer Price Index. All of the cost projections cover the increased City expenditures to the retirement systems, including the unfunded liability.

RECOMMENDATION

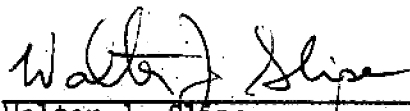
It is recommended that the City Council approve the attached tentative agreement in the Automotive/Equipment Mechanics Unit.

Respectfully submitted,



Steve Lakich  
Director of Employee Relations

RECOMMENDATION APPROVED:



Walter J. Slupe  
City Manager

August 31, 1984  
All Districts

Attachment

# RESOLUTION NO. 84-953

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUGUST 31, 1984

A RESOLUTION ADOPTING AGREEMENT WITH  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, LOCAL LODGE NO. 2182,  
DISTRICT LODGE 190,  
DATED AUGUST 31, 1984

WHEREAS, this Council pursuant to California Government Code Section 3500, et. seq., enacted by resolution on employer-employee relations policy; and,

WHEREAS, under the terms of that policy, the representatives of the City Manager have met and conferred with representatives of the International Association of Machinists and Aerospace Workers, Local Lodge No. 2182, District Lodge 190, the recognized employee organization for employees in the Automotive/Equipment Mechanics Unit as designated in said policy; and,

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Agreement entered into by them on August 31, 1984, which Agreement is attached hereto and made a part hereof; and,

WHEREAS, this Council finds that the provisions and agreements contained in this Agreement are fair and proper and in the best interests of the City of Sacramento;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO, that it adopt in full the terms and conditions contained in the said Agreement.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED  
BY THE CITY COUNCIL

AUG 31 1984

\_\_\_\_\_  
CITY CLERK

OFFICE OF THE  
CITY CLERK

AGREEMENT

BETWEEN

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

AND

CITY OF SACRAMENTO

1984-87

APPROVED  
BY THE CITY COUNCIL

AUG 31 1984

OFFICE OF THE  
CITY CLERK

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## PREAMBLE

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

## ARTICLE I RECOGNITION

### 1. RECOGNITION

a. The City hereby recognizes the Union as the exclusive bargaining agent for all employees in the Automotive/Equipment Mechanics Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

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

### 2. EMPLOYEES COVERED BY THIS AGREEMENT

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

The following terms are defined as used throughout this Agreement:

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

Non-Career Employees: Employees working in a classification covered by this Agreement who are not required to serve a probationary period and who therefore have neither probationary nor permanent status. There are the following two (2) categories of non-career employees:



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

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

## ARTICLE II SOLE AGREEMENT

### 3. SOLE AGREEMENT

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

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within the scope of bargaining, except as otherwise provided in this Agreement. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

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

## ARTICLE III CITY RIGHTS

### 4. CITY RIGHTS

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

ARTICLE IV  
UNION RIGHTS

5. PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for (1) the normal and regular monthly union membership dues and assessments, (2) the service fees for non-members as set forth in Section 6 of this Agreement, and (3) the insurance premiums for plans to which the City is not the contracting party open to members of the Union.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.
- (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.
- (3) Deductions and authorizations shall be separated by type of deduction (union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.
- (4) Such deductions shall be made only upon submission to the Payroll Section, Department of Finance, of the said authorization form duly completed and executed by the employee and the Union, except the authorization form for service fees shall be completed and executed by solely the employee.
- (5) The Union will be responsible for notifying the Payroll Section of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Union certifying a change in dues, service fees, or insurance premiums.

- (6) The Union agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues, service fees, or insurance or other programs sponsored by the Union.
- (7) The City must approve any new payroll deductions for insurance premiums for plans to which the City is not the contracting party which are not being payroll deducted as of the effective date of this Agreement.
- (8) The City will remit to the Union a check for all of the deductions.

## 6. UNION SECURITY

a. Effective May 28, 1983, as a condition of continued employment, all career employees who are paid one (1) or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount as determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

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

### b. Service Fee

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

Both the service fee and the union dues may be paid to the Union through payroll deductions as set forth in Section 5. There is no obligation on the part of the City to provide payroll deduction for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the Union, such employee shall be required to submit to the Union proof of payment of the in-lieu-of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

United Way  
Firefighter Pacific Burn Institute  
March of Dimes

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

d. Disclosure and Reporting

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

e. Hold Harmless

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

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

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

- (1) The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, specifying the current amount of the delinquency, and warning the employee that unless such service fee is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and
- (2) The Union has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the City to terminate the employee, the following written notice:

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

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

h. Duty of Fair Representation

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

i. Employee Rights

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

7. UNION REPRESENTATIVES

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

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

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

8. BULLETIN BOARDS

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

- (1) Union recreational and social activities.
- (2) Union elections.
- (3) Union appointments and results of Union elections.
- (4) Union meetings.
- (5) Union Shop Sign.

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

9. NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the units covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit the proposed descriptions to the Union at least fifteen (15) calendar days prior to submission to the Civil Service Board.

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

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

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

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

#### ARTICLE V GRIEVANCE PROCEDURE

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

##### 10. PURPOSE

a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the City Charter vests jurisdiction elsewhere.

b. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

##### 11. DEFINITIONS

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

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

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

d. The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Civil Service Rules and Regulations of the City unless waived by such employee.

#### 12. STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her Shop Steward. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Division Head.

d. The grieving employee's Division Head or his/her designee shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. This first step answer shall include the following:

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

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

#### 13. STEP TWO

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

#### 14. STEP THREE

The Union's Representative and the designated representative of the City will meet to hear grievance appealed to the third step. Grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard working days after the appeal to the third step of the grievance procedure. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.



15. ARBITRATION.

If the third step answer is not satisfactory to the employee, the Union may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City Representative by the Union within ten (10) standard workdays from the date of the third step answer.

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

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

c. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Union and employee.

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

e. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

f. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step grievance the thirty (30) day time limit for filing grievances may be extended.

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

h. A Shop Steward or a Union Representative shall have the authority to settle grievances for the Union or employees at the respective steps of the grievance procedure.

16. WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE VI  
PAY RATES

17. 1984-85 SALARIES

a. Effective June 23, 1984, salary ranges in terms of bi-weekly rates of pay for classes represented by this Agreement, shall receive a 5.45% increase; except for employees in the classifications of Equipment Body Mechanic and Equipment Mechanic I, II and III who shall receive a 5.6% increase; and employees in the classification of Equipment Serviceworker who shall receive a 5.8% increase. The salary ranges to become effective June 23, 1984, are set forth in Exhibit A.

b. Effective January 5, 1985, an employee in the classification of Equipment Body Mechanic or Equipment Mechanic I, II or III who has completed the required probationary period in his/her current classification and who is at a salary step lower than Step "E", may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

18. 1985-86 SALARIES

Effective July 6, 1985, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of the San Francisco/Oakland metropolitan area for the twelve (12) month period between April 1984 and April 1985; provided, however, said increase shall not be less than four percent (4%) nor more than six percent (6%).

19. 1986-87 SALARIES

Effective July 5, 1986, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of the San Francisco/Oakland metropolitan area for the twelve (12) month period between April 1985 and April 1986; provided, however, said increase shall not be less than four percent (4%) nor more than six percent (6%).

ARTICLE VII  
INSURANCE BENEFITS

20. INSURANCE BENEFITS

a. Effective July 1, 1984, the City agrees to make contributions up to \$222.36 per month per eligible non-career employee and full-time career employee toward the premium costs of the City's medical and dental insurance plans covering eligible employees and qualified dependents, if any. A full-time career employee shall be eligible for a City contribution on each applicable payday if the employee is paid for one or more hours of salary.

b. Effective July 1, 1984, the City agrees to make contributions up to \$222.36 per month, on either a 100% or 50% basis, for part-time career employees, including those in a work sharing program, and non-career (+1040) employees, toward the premiums of City-sponsored medical and dental insurance plans covering eligible employees and qualified dependents, if any. The amount of City contribution for each applicable payroll shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution. To be eligible for any City contribution under this Section, the part-time career and non-career (+1040) employee must be paid for a minimum of forty (40) hours of work on each payday.

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

d. The City agrees to provide basic life insurance in the amount of \$2,500 to each eligible career employee at no cost to the employee if the employee receives the City contribution as stated above.

e. Employees who are paid less than one hour salary per payday may continue elected coverage, limited to the City's medical, dental, and life insurance plans, for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

f. All terms and conditions of medical and dental insurance sponsored by the City will be as outlined on certificates of coverage and related insurance contracts.

g. The City shall have the option of changing the carrier and/or benefit levels, without a benefit reduction, to the City's Dental Plan by no later than October 1, 1985.

h. Effective July 1, 1985, the City will increase the maximum monthly insurance contribution as set forth in subsections (a) and (b) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and Dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1984 from the rates to be effective September 1985.

i. Effective July 1, 1986, the City will increase the maximum monthly insurance contribution as set forth in subsections (a) and (b) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and Dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1985 from the rates to be effective September 1986.

j. The City shall have the right to establish a composite rate for each City-sponsored health and dental plan commencing with Fiscal Year 1984-85.

## 21. TOOL INSURANCE

The City agrees to provide the Equipment Mechanics I, II and III, the Equipment Body Mechanics, and the Equipment Supervisors insurance on employee's tools against loss by fire or burglary where there is evidence of forced entry into the shop building (but not for loss by mysterious disappearance) provided the employee furnishes the City a list of his/her tools on an inventory form and notifies the City when he/she removes his/her tools from the City premises. This insurance will be on the basis of a fifty dollar (\$50.00) deductible and it is understood the employee shall pay the first fifty dollars (\$50.00). Losses under this Section shall be reimbursed by replacement value of the tools, with a maximum reimbursement of six thousand dollars (\$6,000.00). It is understood that tool boxes shall be included in the coverage under this Section. Insurance reimbursement shall not be authorized in any event if a full and complete police report is not made regarding loss of tools under this Article.

## ARTICLE VIII LEAVES

## 22. HOLIDAY BENEFITS

a. Effective June 23, 1984, the following shall be the recognized holidays under this Agreement:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Christmas Eve (4 hours)	December 24
New Year's Eve (4 hours)	December 31

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

b. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the last scheduled workday before the recognized holiday and the first scheduled workday after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave, compensating time off or holiday credit on either or both of these workdays.
- (2) A part-time career employee, including an employee in a work-sharing program, or a non-career (+1040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100%; 40-63.9 hours paid = 50%; less than 40 hours paid = 0%.
- (3) Notwithstanding any provision of this Section, non-career (-1,040) employees shall not receive recognized or floating holiday benefits.

c. Monday-Friday Schedule

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

- (1) If the recognized holiday falls on a Saturday, the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered the employee's holiday.
- (3) An employee who is scheduled to work on a recognized holiday shall receive, at the employee's option, holiday pay plus time and one-half compensation for working the holiday or holiday pay plus holiday credit on a straight-time basis for those hours worked on the holiday.

d. Weekend Schedule

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

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall, at the employee's option, accrue holiday credit or receive pay for the hours of the holiday benefit.

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

e. Holiday Credit

- (1) Employees may accrue holiday credit up to a maximum of eighty (80) hours.
- (2) While employee preference shall be considered, the granting and scheduling of days off shall be at the discretion and needs of the appointing authority or designated representative. Furthermore, due to the operational needs of the departments, split holiday accrual may be taken only at the discretion of the appointing authority or designated representative.

g. Floating Holidays

(1) Accrual

Effective June 23, 1984, in addition to the recognized holidays specified above, each employee shall receive the equivalent of three (3) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career employee shall accrue floating holiday credit at the rate of .923 hours per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one (1) or more hours of salary.

(b) A part-time career employee, including an employee in a work sharing program, or a non-career (+1040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = .923 hours accrual; 40-63.9 hours paid = .462 hours accrual; less than 40 hours paid = 0 hours accrual.

(2) Administration

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

(b) Effective January 1, 1986, and each calendar year thereafter, an employee may carry-over from the preceding calendar year a maximum of four (4) hours of floating holiday accrual. Except for the four (4) hour carry-over, all accumulated floating holiday time not used by December 21, 1985, and the last full pay period in December of each year thereafter will be paid to the employee in cash at the straight-time rate. This cash payment shall be included in the employee's first paycheck in January.

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

## 23. VACATION

a. The time at which the employee shall be granted a vacation is at the discretion of the Department Head. However, in an effort to accommodate the employee's requested vacation schedule the Department shall open to bid vacation scheduling, 31 days prior to January 1st of each year. Classification seniority shall govern where more than one employee bids for the same period.

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

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

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

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

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

## 24. JURY DUTY

a. When an employee is absent from work to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to serve jury duty. When an employee is required to be telephone alert, the employee will cooperate with the Jury Commissioner and the City will be responsible to insure that the employee is available for jury duty. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

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

c. If a graveyard or swing shift employee has served in excess of four (4) hours on jury duty, he/she will notify his/her supervisor three (3) hours in advance of his/her start time so he/she can be excused from his/her shift. If the employee is on jury duty less than four (4) hours, he/she will be required to work.

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

#### ARTICLE IX SPECIAL ALLOWANCES

##### 25. STANDBY

a. Effective September 1, 1984, an employee who is required to remain on call for emergency work shall be paid \$126.00 per week, or the daily pro-rata rate, in addition to his/her regular compensation. An employee called out while on standby shall receive two (2) hours minimum pay at time and one-half the employee's base rate of pay.

b. Employees required to remain on-call on Christmas Day, New Year's Day, Thanksgiving Day, and the 4th of July shall receive eight (8) hours holiday credit.

##### 26. TEMPORARY WORK IN A HIGHER CLASSIFICATION

a. Temporary assignments to higher classifications shall be permitted only in those classes where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employer temporarily assigned to a higher classification shall be compensated on the first day of the out-of-class assignment by the payment of five (5) percent of the regular salary the employee received prior to the out-of-class assignment, or the salary provided for in Step "A" of the higher classification, whichever is greater, but not to exceed Step "E" of the higher classification.

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

##### 27. TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition up to a maximum of \$60.00 per semester pursuant to the City's existing policy for such education reimbursement.



28. TOOL ALLOWANCE

The following classifications will be paid a \$10.00 per month tool allowance to be paid on a semi-annual basis:

Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic III  
Equipment Body Mechanic

29. UNIFORMS

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

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

30. PNEUMATIC TOOL REPAIR

a. The City will repair employee-owned pneumatic tools which are used in their regular City service. Employees wishing to take advantage of this policy must register their tools with the Shop Foreman and receive his/her approval to enter their tool into the program. During this inspection a value will be established and the City will not pay in excess of this amount for repair. If it is determined during the course of repair that the repair cost exceeds the initial repair value the employee would be required to procure a new tool.

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

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

ARTICLE X  
SAFETY SHOES AND SAFETY GLASSES

31. SAFETY SHOES

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

b. Employees required by the City to wear steel-toed safety shoes as a condition of employment shall be informed of the proper requirements which said shoe must meet. These employees may purchase any brand of steel-toed safety shoes from any outlet so long as such shoes meet the requirements given to the employee. The City shall reimburse these employees for the cost of the required steel-toed safety shoes, up to a maximum of seventy dollars (\$70.00) per pair of steel-toed safety shoes.

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

### 32. SAFETY GLASSES

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

b. Employees are free to purchase non-prescription or prescription safety glasses from any source the employee chooses. The City will reimburse the employee for the purchase of non-prescription or prescription safety glasses up to a maximum of \$15.00 per pair of glasses.

c. To be eligible for the above reimbursement the employee must obtain prior authorization from his/her supervisor before purchasing the required safety glasses, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement. 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.

### 33. DAMAGE TO PRESCRIPTION SAFETY GLASSES

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

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

ARTICLE XI  
HOURS OF WORK

34. WORKDAY/WORKWEEK

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

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays with the Equipment Maintenance Division. Where practical every effort will be made to schedule such four (4) or five (5) days consecutively.

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

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

e. Computation of overtime within the workweek shall be defined in Section 35 of this Agreement.

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

35. OVERTIME/COMPENSATING TIME OFF

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

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

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

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

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

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

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

g. Employees may accrue up to 80 hours of compensating time off up through the last full pay period in December of each calendar year. All compensating time off not used by this time will be paid to the employee. This cash payment will be included in the paycheck received by the employee on the first payday in January.

#### 36. PREMIUM PAY CALCULATION

The annual hourly factor used to calculate the hourly rate for premium pay will be 2,080 hours. This hourly rate is to be used to determine the following premium pay benefits:

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

#### 37. REST PERIODS

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

### ARTICLE XII LAYOFF

#### 38. PURPOSE

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

39. DEFINITION

a. Layoff A layoff shall be defined as the dismissal or displacement of at least one (1) employee due to lack of work, lack of funds, abolishment of position, or for other reasons not reflecting discredit on an employee.

b. Seniority

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with applicable Civil Service Rules, classification seniority for the reallocated or demoted employee shall be mutually established by the City and the Union at the time of reallocation. Within a regression ladder, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications within the regression ladder, and (2) previous classification seniority in the job classification in which the employee is currently working, and (3) present time spent in the job classification in which the employee is currently working, minus any seniority adjustments. For a part-time career employee, classification seniority shall be prorated.
- (2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position.
- (3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.
- (4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service.
- (5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:
  - (a) Resignation, except that any employee who is reemployed and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

- (b) Discharge.
- (c) Retirement.
- (d) Layoff in excess of five (5) consecutive years out of the City service.
- (e) Failure to comply, report, or respond to a recall notice within fifteen (15) calendar days from the date of postmark on the recall notice.

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

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

- (1) Equipment Maintenance Supervisor  
Equipment Mechanic III  
Equipment Mechanic II  
Equipment Mechanic I  
Equipment Serviceworker  
Fuel Island Attendant
- (2) Equipment Maintenance Supervisor  
Equipment Body Mechanic
- (3) Parts Runner
- (4) General Repairworker
- (5) Vehicle Pool Serviceworker

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

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

40. PROCEDURE

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

b. Career Employees

- (1) Within each job classification in each Department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.
- (2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last Department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.
- (3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the Department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace an employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

- (4) Notwithstanding any other provisions of this Article those City employees who have at least ten (10) years of continuous City service seniority and who are unable to downgrade within their current regression ladder shall have the right to return to their last classification in which they held permanent status, if he/she meets the qualifications of that classification, and shall have the right to downgrade through that regression ladder pursuant to Section 40(b)(3).
- (5) An employee may accept layoff in lieu of the opportunity to downgrade by notifying the Employee Relations Department within two (2) normal workdays of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.
- (6) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.
- (7) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

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

41. SALARY IN EVENT OF DOWNGRADE

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



b. If appointed in the lower classification at other than Step "E", future salary step adjustment shall be made in accordance with City Code Section 2.97 "Advancement in Rate of Compensation" with time served in the class from which the downgrade occurred counting toward salary step advancement.

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

#### 42. FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees laid off who are enrolled in City medical, dental and life insurance programs may continue elected coverage for a period up to six (6) months by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by the Employee Services Division on the request of laid off employees.

#### 43. RECALL

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

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has

downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one (1) employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have fifteen (15) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fifteen (15) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other qualifications of the classification to which he/she is recalled.

#### 44. LAYOFF REOPENER

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

### ARTICLE XIII MISCELLANEOUS

#### 45. SAFETY

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

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

#### 46. STRIKES AND LOCKOUTS

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

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

47. SAVINGS CLAUSE

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

48. CIVIL SERVICE RULES

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

49. NON-DISCRIMINATION

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

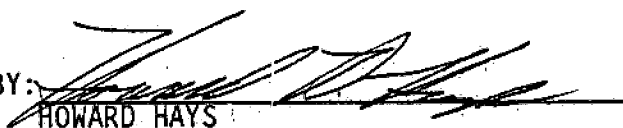
50. TERM

a. This Agreement shall remain in full force and effect from August 31, 1984, to and including July 3, 1987.

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

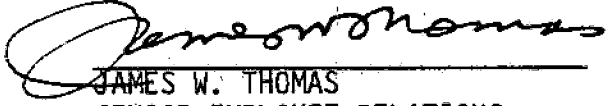
DATED: August 31, 1984.

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

BY:   
HOWARD HAYS  
BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY:   
STEVE LAKICH  
DIRECTOR OF EMPLOYEE RELATIONS

  
JAMES W. THOMAS  
SENIOR EMPLOYEE RELATIONS  
REPRESENTATIVE

CITY OF SACRAMENTO  
PAYROLL/PERSONNEL SYSTEM

PEPCRT NUMBER 231R7000-B

1984-85 SALARY SCHEDULE

PROCESSING DATE 08/16/84

INTERNATIONAL ASSOC OF MACHINISTS AND AEROSPACE WORKERS

CODE	EMPLOYEE CLASSIFICATION TITLE	REP UNIT	STEP A	SCHEDULED MONTHLY/B STEP B	WEEKLY/HOURLY RATES STEP C	STEP D	STEP E
12002	EQUIP BODY MECHANIC	12	1,839.07 848.80 10.610	1,931.11 891.28 11.141	2,027.65 935.84 11.698	2,129.05 982.64 12.283	2,235.48 1,031.76 12.897
12009	EQUIP MECH I	12	1,680.47 775.60 9.695	1,764.53 814.40 10.180	1,852.76 855.12 10.689	1,945.32 897.84 11.223	2,042.56 942.72 11.784
12003	EQUIP MECH II	12	1,839.07 848.80 10.610	1,931.11 891.28 11.141	2,027.65 935.84 11.698	2,129.05 982.64 12.283	2,235.48 1,031.76 12.897
12004	EQUIP MECH III	12	1,942.89 896.12 11.209	2,039.96 941.52 11.769	2,141.88 998.56 12.357	2,249.00 1,038.00 12.975	2,361.49 1,089.92 13.624
12006	EQUIP SERVICEMAN	12	1,329.81 613.76 7.672	1,396.37 644.48 8.056	1,466.23 676.72 8.459	1,539.55 710.56 8.882	1,616.51 746.08 9.326
12014	FIRE SERVICE WORKER	12	1,536.95 709.36 8.867	1,613.73 744.80 9.310	1,694.33 782.00 9.775	1,779.09 821.12 10.264	1,868.01 862.16 10.777
12005	FUEL ISLAND ATTD	12	1,207.79 557.44 6.968	1,268.11 585.28 7.316	1,331.55 614.56 7.682	1,398.11 645.28 8.066	1,467.96 677.52 8.469
12010	GENERAL REPAIRWORKER	12	1,554.45 717.44 8.968	1,632.11 753.28 9.416	1,713.75 790.96 9.887	1,799.37 830.48 10.381	1,889.33 872.00 10.900
12008	PARTS RUNNER	12	1,146.25 529.04 6.613	1,203.63 555.52 6.944	1,263.77 583.28 7.291	1,327.04 612.48 7.656	1,393.43 643.12 8.039
12013	VEHICLE POOL SERVMAN	12	1,482.52 684.24 8.553	1,556.71 718.48 8.981	1,634.53 754.40 9.430	1,716.17 792.08 9.901	1,801.97 831.68 10.396