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APPROVED
BY THE CITY COUNCIL

AUG 18 1987

OFFICE OF THE
CITY CLERK

AG87049-A

DEPARTMENT OF
EMPLOYEE RELATIONS

CITY OF SACRAMENTO
CALIFORNIA

801 NINTH STREET
ROOM 105
SACRAMENTO, CA
95814-2693

August 18, 1987

916-449-5424

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in Plant Operator Unit

SUMMARY

The City of Sacramento and the Stationary Engineers, Local 39 reached tentative settlement on a new three-year agreement covering 59 employees in the Plant Operator Unit for the period August 18, 1987 to June 29, 1990. 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 July 4, 1987, a 4% salary increase for all employees, plus the following additional increases:

<u>Classification</u>	<u>Increase</u>
Senior Stationary Engineer	3.5%
Stationary Engineer	2.0%

- b) Effective September 1, 1987, the City's monthly health and welfare contribution will increase by \$9.88, changing the City contribution from \$278.58 to \$288.46 per eligible employee. The City's contribution may be applied to deferred compensation and any unused portion will be applied to the employee's retirement contribution.
- c) Safety shoe reimbursement will be increased from a maximum of \$70 to \$80 per pair.
- d) The provisions of the existing City Code which affect terms and conditions of employment have been incorporated into the Agreement.

e) The Sacramento City Employees' Retirement System and the insurance plans underwritten by the Travelers Companies are subject to contract reopeners.

2. Second Year

- a) Effective July 2, 1988, salaries will increase based on the percentage change in the Consumer Price Index, but will not be less than 3% nor more than 7%.
- b) Effective July 1, 1988, the City's health and welfare contribution will increase by the same percentage change as the salary increase.
- c) Effective September 1, 1988, a child and dependent care reimbursement program will be included in the City's health and welfare plan.

3. Third Year

- a) Effective July 1, 1989, salaries will increase based on the Consumer Price Index, but will not be less than 3% nor more than 7%.
- b) Effective July 1, 1989, the City's health and welfare contribution will increase by the same percentage change as the salary increase.

FINANCIAL IMPACT

The cost increase for Fiscal Year 1987-88 is estimated at \$103,000. The cost increase for Fiscal Year 1988-89 is estimated at a low of \$74,000 to a high of \$172,000. The cost increase for Fiscal Year 1989-90 is estimated at a low of \$76,000 to a high of \$184,000. All cost projections cover the increased City expenditures to the retirement systems, including the unfunded liability.

RECOMMENDATION

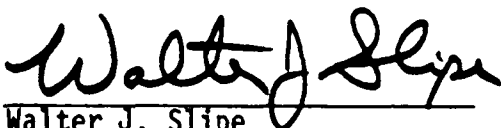
It is recommended that the City Council approve the attached agreement in the Plant Operator Unit.

Respectfully submitted,



Steve Lakich
Director of Employee Relations

RECOMMENDATION APPROVED:



Walter J. Slife
City Manager

August 18, 1987
All Districts

Attachment

RESOLUTION NO. 87-675

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUGUST 18, 1987

A RESOLUTION ADOPTING AGREEMENT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO
DATED AUGUST 18, 1987

APPROVED
BY THE CITY COUNCIL

AUG 18 1987

OFFICE OF THE
CITY CLERK

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 Union of Operating Engineers, Stationary Local 39, AFL-CIO, the recognized employee organization for employees in the Plant Operator 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 18, 1987, 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:

CITY CLERK

AGREEMENT

BETWEEN

CITY OF SACRAMENTO

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO

COVERING ALL EMPLOYEES IN THE
PLANT OPERATOR UNIT

1987-90

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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 UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AFL-CIO, 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 Plant Operator 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 will not object to the State Mediation Service or the American Arbitration Association conducting an 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 Plant Operator 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 units represented by the Union.

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 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 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.

3. CAREER DEVELOPMENT TRAINEES

The City shall have the right during the term of the Agreement to establish Career Development Trainee classifications. Such classifications shall have a flat hourly rate of pay equivalent to ten percent (10%) below the "A" step of the salary range of the career classification, as shown in Exhibit A. (For example, if the "A" step hourly rate of pay is \$9.00 for the career classification for which the career development training is being conducted, the flat hourly rate for the Career Development Trainee would be \$9.00 minus 90¢ or \$8.10.) An employee appointed as a Career Development Trainee shall have non-career (+1,040) status for purposes of benefit eligibility during the term of the appointment.

ARTICLE II SOLE AGREEMENT

4. SOLE AGREEMENT

a. The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes all other Agreements and supplements and represents the sole agreement between the parties.

b. If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

ARTICLE III CITY RIGHTS

5. CITY RIGHTS

The City retains the exclusive right, in accordance with applicable laws, 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 in accordance with applicable Civil Service Rules; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause;

(f) to determine the mission of the division and department, its budget, its 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 that may be appropriate to carry out its mission in situations of emergency.

ARTICLE IV UNION RIGHTS

6. 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 7 of this Agreement; and (3) the insurance premiums for City and Union plans, not to exceed three (3) insurance deductions per member.

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 employees 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.

7. AGENCY SHOP

a. General

As a condition of continued employment, all career employees who are paid one or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

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

b. Service Fee

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

Both the service fee and the Union dues may be paid to the Union through payroll deductions as set forth in Section 7. 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 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:

March of Dimes
United Way
Firefighter Pacific Burn Institute

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 any employee pursuant to this Section, this hold harmless and

8. UNION STEWARDS

a. The Union may designate job Stewards for each of the following areas:

Sacramento River Water Treatment Plant	One Steward
Waste Water Facilities	One Steward
American River Water Treatment Plant	One Steward
Pump Crew	One Steward
Convention Center	One Steward

b. The Union shall furnish the City with a list of such Stewards after their designation.

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

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

9. LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

The Union will be given a list each month of career and non-career new hires, by name and department, appointed to classifications represented by the Union. The list will be made available in a timely manner after the first of each month.

The Union will also be notified when applications are being solicited for the establishment of new eligible lists for job classifications represented by the Union.

ARTICLE V
GRIEVANCE PROCEDURE

10. PURPOSE

a. This grievance and arbitration 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 the employee.

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

d. As used herein, Union representative refers to the recognized employee representative group or their agents.

12. TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be solved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of the parties the time limitation for any step may be extended.

13. PRESENTATION

An employee and/or the Union representative may present a grievance while on duty, provided such use of on-duty time shall be kept to a reasonable minimum.

14. EMPLOYEE RIGHTS

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.

15. APPLICATION

Grievances as defined in Section 11(a), shall be brought through this procedure.

16. INFORMAL DISCUSSION

The grievance initially shall be personally discussed between the employee, and/or the Union representative, and the employee's supervisor. Within five (5) workdays, the supervisor shall give his/her decision or response.

17. FORMAL GRIEVANCE - STEP ONE

a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than:

- (1) Ten (10) workdays after the event or circumstance occasioning the grievance; or
- (2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However, if the informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

c. A formal grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the Division Head. Within five (5) standard workdays after the initiation of the formal grievance, the Division Head or his/her designee shall respond to the grievance in writing.

d. The employee may be represented by the Union representative. Where represented by a Union or other representative the employee shall personally authorize in writing such representative on the grievance form.

18. FORMAL GRIEVANCE - STEP TWO

If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) standard workdays to the Department Head. The Department Head or his/her representative shall respond in writing within ten (10) standard workdays to the grievance. If the Department Head or his/her representative determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter. The employee may be represented by a Union representative.

19. FORMAL GRIEVANCE - STEP THREE

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) standard workdays. The grievant or his/her representative and the designated representative of the City will meet to hear a grievance appealed to the third step. A grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

b. A written answer will be made within ten (10) standard workdays after the hearing, stating the City's position.

20. ARBITRATION - STEP FOUR

a. If the City's designated representative fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer matters to binding arbitration. Such referral shall be made by written demand submitted to the Employee Relations Department within ten (10) standard workdays of receipt of the third step answer.

b. If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

c. At each step of the formal grievance procedure, a copy of the decision shall be sent to the Union or other authorized representative at the same time as the decision is sent to the grievant.

d. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

e. Should the parties 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 the coin.

f. The decision of the arbitrator shall be final and binding.

g. The arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its express provisions.

h. The fees and expenses of the arbitrator and the court reporter if required by the arbitrator or requested by a party, shall be shared equally by the parties.

i. 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 kept to a reasonable minimum.

ARTICLE VI SALARY ADJUSTMENTS

21. 1987-88 SALARIES

Effective July 4, 1987, salary ranges in terms of bi-weekly rates of pay for classes represented by this Agreement, shall receive a 4.0% increase, except for the classes of Senior Stationary Engineer and Stationary Engineer which shall receive an additional 3.5% and 2.0% increase respectively. The salary ranges are set forth in Exhibit A.

22. 1988-89 SALARIES

Effective July 2, 1988, 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 March 1987 and March 1988; provided, however, said increase shall not be less than three percent (3%) nor more than seven percent (7%).

23. 1989-90 SALARIES

Effective July 1, 1989, 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 March 1988 and March 1989; provided, however, said increase shall not be less than three percent (3%) nor more than seven percent (7%).

ARTICLE VII
SALARY ADMINISTRATION

24. ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step "A". However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

25. ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

- (1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range. (This subsection shall not apply to non-career employees.)
- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

b. Denial of Step Increase and Reduction in Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the appointing authority. Employees in the civil service who are denied advancement, or who are reduced in grade, shall have the right to appeal to the Civil Service Board in accordance with its rules and regulations. (This subsection shall not apply to non-career employees.)

c. Effective Date of Step Increases

Increases to employees who successfully complete twenty-six (26) weeks of service shall become effective on the first day of the following weekly pay period, which weekly pay period shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

- (1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.
- (2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986 and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.
- (3) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

26. EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or the "A" step of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

b. Movement to Another Position in the Same Classification or to a Classification With the Same Salary Range

When an employee moves to another position in the same classification or to another classification with the same salary range, the employee shall maintain the same salary and same anniversary date.

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

27. EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of each employee in the classification shall be adjusted to the step in the new range which corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

28. RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step paid at the time of departure.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

29. RATES HIGHER THAN STEP "E" (Y-RATE)

Whenever the salary of an employee exceeds Step "E" of the salary range established for a classification, such salary shall be designated as a "Y-rate". During such time as an employee's salary remains above the Step "E", the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate", and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. In the event an employee is "Y-rated" below Step "E", the employee shall be permitted to advance to the maximum step of the original range.

30. LONGEVITY PAY

a. Employee Eligibility

For the purpose of determining the year of employee eligibility for longevity pay as provided under Section 183 of the City Charter, only continuous full-time service shall be considered.

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.
- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.
- (4) Where employment is terminated by resignation or discharge and the employee is subsequently re-employed, such time accumulated prior to resignation or discharge shall be forfeited, unless the employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.
- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

Once it has been determined that an employee is eligible for longevity pay, he/she shall receive the allowance as prescribed.

- (1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro-rata basis.

- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro-rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the pro-rata portion of longevity pay from the date of return.
- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro-rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro-rata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.
- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

ARTICLE VIII
HEALTH AND WELFARE

31. HEALTH AND WELFARE

a. Effective September 1, 1987, the City shall make contributions up to \$288.46 per month per eligible full-time career employee toward the premiums in application preference of City-sponsored medical, dental, disability, and/or life insurance plans covering eligible employees and qualified dependents, if any. The medical and dental insurance plans of the Stationary Engineers' Welfare Fund may be utilized in lieu of the City-sponsored medical and dental plans. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively, when the employee is paid for one or more hours of salary. In the first two (2) paydays in a calendar month, the City's contribution may be applied toward deferred compensation. Any remaining portion of the City's contribution shall automatically be applied toward the employee's retirement contribution, up to the maximum of such contribution for that pay period. Eligible employees may also apply the City contribution to Union-sponsored High Level Accidental Death and Dismemberment Insurance, and either the City's disability plan or the Union-sponsored disability income protection plan, but not both.

b. Effective September 1, 1987, the use of the City contribution for the purchase of additional life insurance shall not exceed a total of \$46,000 City-sponsored term life insurance coverage.

c. Effective September 1, 1987, the City shall make contributions up to \$288.46 per month, on either a 100% or 50% basis, for part-time career employees, including those in a work sharing program, and non-career (+1,040) employees, toward the premiums of only City-sponsored medical and dental insurance plans covering eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution. To be eligible for any City contribution under this Section, the part-time career and non-career (+1,040) employee must be paid for a minimum of forty (40) hours of work on each payday.

d. 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.

e. The City shall provide basic life insurance in the amount of \$4,000 to each eligible career employee at no cost to the employee if the employee receives the City contribution as stated above.

f. Full-time career 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.

g. 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.

h. Effective July 1, 1988, the City will increase the maximum monthly insurance contribution as set forth in subsections (a) and (c) above by the same percentage increase applied to the salary ranges on July 2, 1988.

i. Effective September 1, 1988, eligible employees may apply the City contribution toward the City-sponsored dependent care reimbursement program.

j. Effective July 1, 1989, the City will increase the maximum monthly insurance contribution in effect on September 1, 1987 by a non-compounding amount equal to the sum of the percentage increases applied to the salary ranges on July 2, 1988 and July 1, 1989.

k. The City shall have the right during the term of this Agreement to replace any one or all of the insurance plans underwritten by the Travelers Companies. In the event the City exercises such right, the City shall negotiate the impact of that decision with the Union. The benefit levels of any replacement plans shall be established by mutual agreement between the parties.

l. The Union agrees to furnish to the City, on request, information on each employee's enrollment in disability and life insurance plans sponsored by the Union to which the City contribution under subsection (a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee's contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or applications for coverage, premium rate schedules, and/or copies of itemized premium billings.

ARTICLE IX LEAVES

32. HOLIDAY BENEFITS

a. The existing work schedule for employees on a four on/two off/five on/two off shift, provides for sixty-four (64) hours of recognized holiday benefits. Employees on this shift schedule, in lieu of other recognized holidays, shall be credited with an additional recognized holiday credit at the end of each calendar year of forty-two (42) hours. Holiday credit may be taken as holiday time off or paid at the straight-time hourly rate, based on employee preference and operational needs.

b. 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 Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

c. Eligibility

- (1) To be eligible for holiday pay, the employee shall work his/her last scheduled shift before the recognized holiday and his/her first scheduled shift after the recognized holiday, unless the employee was on pay status on authorized vacation, sick leave or compensating time off on either or both of these workdays.
- (2) A part-time career employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

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

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

d. 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 holiday pay plus time and one-half compensation for working the holiday.

e. Weekend Schedule

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

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

- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.
- (3) An employee who is regularly scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

f. Holiday Credit Accumulation

The maximum holiday credit accumulation is seven (7) days (56 hours). Any amount over fifty six (56) hours shall be paid to the employee in cash. Holiday credit may be taken by the employee at the discretion of the Department Head.

g. Consecutive Christmas' or Thanksgiving Days

- (1) If an employee, within the same permanent job classification, works on three (3) consecutive Christmas Days or three (3) consecutive Thanksgiving Days, such employee shall receive holiday pay plus time and one-half (1-1/2) for all hours worked on the holiday plus eight (8) hours holiday credit for working the third consecutive Christmas Day or Thanksgiving Day. An employee must notify his/her Superintendent that he/she is scheduled to work three (3) consecutive Christmas Days or Thanksgiving Days, a minimum of forty-five (45) calendar days prior to such third consecutive Christmas Day or Thanksgiving Day to be eligible for the above-stated benefit.
- (2) To avoid payment of the above-stated benefit, the City shall have the right to reschedule one of the employee's regularly scheduled days off for the third consecutive Thanksgiving or Christmas. Considering the request of the employee, the regular days off to be rescheduled shall be one of the employee's two (2) consecutive days off immediately preceding or immediately following the applicable holiday. Once the forty-five (45) day notice is given, the City shall have the right to reschedule the employee. If the employee does not give the forty-five (45) day notice he/she is not eligible for the extra compensation but may give the required notice if scheduled to work a fourth consecutive Thanksgiving or Christmas. The employee who gives the forty-five (45) day notice and is rescheduled must begin the consecutive Thanksgiving or Christmas count over again.

h. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified in subsections (a) and (b) 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 or more hours of salary.

(b) A part-time career employee, including an employee in a work sharing program, or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = .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) An employee may carry-over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating holiday hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

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

33. SICK LEAVE

a. A full-time employee shall accumulate sick leave credits at the rate of one (1) day per month (3.692 hours per bi-weekly pay period) of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules of the Civil Service Board, one-third (1/3) of accrued sick leave may be used after exhaustion of injury-on-duty time. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro-rata basis.

b. An employee who while on vacation is bedridden for three (3) or more days, or hospitalized for one (1) or more days, due to illness or injury may have such days charged to accrued sick leave provided the employee submits appropriate written verification from the treating doctor or the hospital in which he/she was confined.

34. SICK LEAVE INCENTIVE

a. An employee in active service of the City eligible to accumulate sick leave credits shall in January of each year receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage

of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

b. Notwithstanding the above, an employee otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Finance Department in writing of such election no later than January 1 of each year.

c. Upon termination of any employee eligible to accumulate sick leave credits for reason of retirement, resignation or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death. No employee whose services are terminated by reason of discharge for cause, resignation, or layoff prior to the completion of two (2) years' service, shall be eligible for payment of any portion of accumulated sick leave credits.

d. Any employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

e. No payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City, or to create a contractual obligation between the City and its employees requiring future payments for accumulated sick leave, or to require that employees be granted leave of absence with pay during periods of illness. Sick leave benefits are not to be construed as a vested right.

f. The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all eligible employees.

35. VACATION

a. Employees shall submit a written request on or before May 1 of each year to receive priority for the vacation period desired. Vacations will be assigned on a "first come, first served" basis as work schedules permit. In the event two (2) employees request the same vacation period simultaneously, the conflict will be resolved in favor of the employee with the greater seniority within the current classification. In case of a tie, the vacation preference of the employee with the greatest City service seniority shall prevail. Seniority shall be exercised only once by each employee in each successive choice of vacation periods. Requests for vacation after May 1 will be granted only where vacancies exist or manpower

requirements permit. Employees may request vacations of any duration, which may be granted with the approval of the Department Head. The supervisor may approve any vacation request which is not submitted in writing at least twenty-four (24) hours prior to the requested vacation period.

b. Non-career employees shall be eligible to request vacation after career employees have done so.

c. Employees shall be entitled to carry over one week of their accrued vacation into the following calendar year; carry-over of two (2) weeks or more of vacation will be permitted only with approval of the Plant Superintendent. In the event an employee is not permitted to take all of the vacation to which the employee is entitled in a calendar year, the employee shall be permitted to carry-over the unused portion into the following calendar year. The amount of vacation time carried over shall not exceed the total amount of vacation the employee earned in the preceding calendar year.

d. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one (1) year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested.

36. 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 on 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. If a swing shift or graveyard shift employee has served in excess of four (4) hours on jury duty, he/she will notify his/her supervisor 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.

c. To receive pay for worktime lost, an 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, the time released from attendance and the compensation paid exclusive of any transportation allowance.

ARTICLE X
SPECIAL ALLOWANCES

37. STANDBY ASSIGNMENTS

a. Employees who are required to remain within call for emergency work shall be paid \$126 per week, or the daily pro-rata rate, in addition to their regular compensation. Employees called out to work while on standby shall receive a minimum of two (2) hours pay at the rate of time and one-half.

b. Employees who are on standby assignment on Christmas Day, New Year's Day, Thanksgiving Day or July 4, holidays, will receive twelve (12) hours holiday credit to be taken at the employee's request, subject to the Department Head or his/her designee's approval.

38. CALL-BACK/CALL-IN PAY

a. An employee who has completed his/her regular shift and has left City premises and is called back to work, shall receive a minimum of two (2) hours pay at the overtime rate of time and one-half.

b. Provided, however, that this shall not apply to an employee who is requested to report early for his/her assigned shift, i.e., who is ordered to report for duty earlier than the scheduled time for the commencement of his/her shift, and who continues on duty for his/her scheduled shift. An employee who is called to work early in this manner without sixteen (16) hours prior notification shall receive a minimum of one hour's pay at the overtime rate of time and one-half, and shall be allowed to complete his/her regular shift.

c. In the event an employee is required by the City to work extended overtime hours which do not allow the employee to obtain a minimum opportunity to recuperate prior to beginning his/her next regularly scheduled workshift, and the employee's supervisor agrees that the employee would be in unfit condition to begin work as scheduled, the supervisor shall grant the employee reasonable recuperation time, with no loss of pay, prior to reporting for work. It is recognized that the City's ability to allow such recuperation time may be limited by the circumstances and/or conditions which necessitated the original extended overtime hours.

39. 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 employee temporarily assigned to a higher classification shall be compensated for the duration 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.

c. The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

d. When such a temporary assignment to a higher classification is to be filled by an employee, the City shall, whenever practicable, distribute such temporary assignments evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

40. SHIFT DIFFERENTIAL

a. Employees who work five-eighths (5/8) or more of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall receive for the entire shift a night-shift differential of five percent (5%) in addition to their regular wage. Employees who work less than five-eighths (5/8) of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m. shall receive for those hours worked (to the nearest one-half hour) within this period, a night-shift differential of five percent (5%) in addition to their regular wage.

b. Notwithstanding the above, the Relief Plant Operators and the relief operator at Sump Two who are assigned the regular rotating shifts shall be eligible to receive the five percent (5%) shift differential for all regular shifts worked while on the relief schedule.

41. TUITION REIMBURSEMENT

The City agrees to reimburse 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. For those certifications required by Federal, State or local government law, the City agrees to pay the cost of tuition, tests and/or licenses required in the water treatment, and waste water disposal operations.

ARTICLE XI HOURS OF WORK

42. WORK SCHEDULE

a. The workweek shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. Except for employees on the four on/two off/five on/two off work schedule, the normal workweek for full-time career employees shall consist of forty (40) hours of work. The normal workday for full-time career employees shall consist of eight (8) working hours and begin at 12:01 a.m. and end at 12:00 midnight daily.

b. The existing work schedule of four (4) consecutive days on/two (2) consecutive days off/five (5) consecutive days on/two (2) consecutive days off, for employees assigned to Waste Water and Water Treatment Plants shall continue. The existing work schedule of five (5) consecutive days on/two (2) consecutive days off for all other employees in the Plant Operator Unit shall be continued. All employees shall have a regular starting and stopping time. Stationary Engineers shall not have permanent rotating shifts.

c. Every employee shall have a regular lunch period of not less than thirty (30) minutes nor more than one hour which shall be scheduled generally in the middle of the workshift. If any employee is required to remain at his/her workstation in a plant during his/her lunch period, he/she shall be considered as having worked eight (8) consecutive hours at the regular rate of pay and any time worked over eight (8) hours shall be compensated at the overtime rate of time and one-half.

d. Employees shall be given seven (7) days prior notice to any permanent change in scheduled shifts. If an employee's shift or days off are changed without the above notification, he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

e. However, if an employee's shift is changed more than three (3) times in one calendar month, excluding overtime situations, the employee shall be paid at the overtime rate for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period.

f. This Section shall apply to non-career employees only to the extent that non-career employees with a permanent shift schedule shall be given seven (7) days prior notice of any permanent changes in scheduled shifts. If a non-career employee's shift or days off are changed without the above notification he/she shall be paid the overtime rate for all hours worked on the first day of the new shift.

43. OVERTIME AND COMPENSATING TIME OFF

a. All employees shall have a regular starting and stopping time. All work required to be performed before or after the regularly scheduled hours shall be compensated at the overtime rate of time and one-half. All time required to be worked in excess of eight (8) hours in any one day shall constitute overtime and shall be compensated for at the rate of time and one-half. All time required to be worked on a scheduled day off shall be compensated at the overtime rate of time and one-half.

b. Overtime pay shall be paid on the next payday following the pay period in which it was earned. Absence with pay shall be counted as time worked.

c. Overtime shall be distributed evenly among available qualified employees at the affected work location, subject to the following over-riding considerations: (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule.

d. 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.

e. 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.

f. Employees may accrue up to eighty (80) hours of compensating time off.

g. This Section shall apply to non-career employees except that career employees shall be offered overtime prior to non-career employees.

44. PREMIUM PAY CALCULATION

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

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

ARTICLE XII LAYOFF

45. PURPOSE

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

46. DEFINITIONS

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

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's current job classification, less any time spent in a lower classification due to a downgrade. In the case of an employee who is demoted or whose position is reallocated in accord with applicable Civil Service 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.

- (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, provided that any employee who is reinstated and completes a probationary period, if any, in the position to which he/she was reinstated may count the seniority which he/she accumulated prior to resignation.
 - (b) Discharge.
 - (c) Retirement.
 - (d) Layoff in excess of five (5) consecutive years out of the City service.
 - (e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrade A downgrade shall be defined as a change in job classification to which the top 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 Plant Operator Unit are as follows:

- (1) Plant Operator III
Plant Operator II
Plant Operator I
- (2) Senior Stationary Engineer
Stationary Engineer

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.

47. 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 any 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) 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 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.
- (5) 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.
- (6) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

48. NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. 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 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.

49. 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 Section 25 "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 in 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. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

d. Salary as referred to in this Article shall be the salary range and respective salary step for the affected classification as set forth in Exhibit A.

50. 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 enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans 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.

51. 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. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with the employee on the established

layoff eligibility list based on seniority. 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 classifications within the same regression ladder, but shall have no recall rights to any job classification to which provisional or probationary status was held at the time of layoff or downgrade. Provisional or 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 fourteen (14) calendar days to report to work from the date of postmark on the recall notice. If said employee fails to report to work within fourteen (14) calendar days, he/she will lose all recall rights. An employee who has been laid off or downgraded shall be required to meet the physical and other qualifications of the classification to which he/she is being recalled, that existed at the time of layoff/displacement.

52. 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

53. SAFETY

Employees shall not perform work alone in any plant on swing or graveyard shift where another employee is not within easy access to assist or obtain assistance should such employees working alone sustain an injury or become seriously ill.

54. SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment pursuant to required safety rules and regulations, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of \$80.00 per pair, but no more than two (2) pair per fiscal year.

b. All employees falling outside the coverage of subsection (a) above shall also be required to wear safety shoes as a condition of employment. The City will reimburse these employees for the cost of an acceptable safety shoe up to a maximum of \$80.00 per pair, but no more than two (2) pair per fiscal year.

c. To be eligible for the reimbursement as stated in subsections (a) and (b) above, 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.

d. The City maintains the right to specify the type of required safety shoe.

55. 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 wear protective eye wear provided by the City or prescription safety glasses.

b. The City shall reimburse the employee for the purchase of non-prescription or prescription safety glasses up to a maximum cost of \$13.50 per pair.

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

56. REGIONAL TRANSIT MONTHLY PASS

Full-time career employees whose worksite is the Sacramento Community Center and who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for a one-half (1/2) price discount on a SRTD monthly pass. Part-time career (+1,040) employees shall be eligible for a one-fourth (1/4) price discount. The employee must notify the Department of Finance, Revenue and Collections Division, prior to the first of the month to obtain the monthly pass discount for that next month. The one-half (1/2) and one-fourth (1/4) price discount shall not include the cost of the zone sticker.

57. SELECTION OF VACANCIES

a. When a permanent vacancy occurs in a particular job assignment, employees holding permanent status in the classification in which the vacancy arises may request to be reassigned to such vacancy. Such employees who possess those skills and abilities required for the position shall be given preference over those individuals appointed from an eligible list. If more than one qualified employee requests such vacancy, the assignment shall be based on (1) relative experience and capability in performing the required job functions, and (2) relative disruptive effect on the established work schedule. If both of these considerations are found to be equal by the appointing authority, classification seniority will be the determining factor.

b. When a permanent vacancy occurs due to retirement, death, demotion, resignation, promotion, or termination, a notice of such vacancy shall be posted seven (7) calendar days prior to the regular filling of said vacancy. The notice of vacancy for Plant Operators shall be posted at the Sacramento Water Treatment Plant, the American River Water Treatment Plant, Sump 2, and at the Well Crew Dispersal Site. The notice of vacancy for Stationary Engineer and Senior Stationary Engineers shall be posted in those departments where employees in the affected classification are employed.

c. The City shall reassign or prevent the assignment of employees where there is or would be an immediate supervisory/subordinate relationship and the employees have a potential employment conflict of interest due to a parental, spousal or sibling relationship.

d. This Section shall not apply to non-career employees.

58. 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 an 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.

59. 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.

60. EMPLOYEE PERFORMANCE APPRAISALS

a. Each City department shall have the right to conduct employee performance appraisals on a department-wide basis for career and/or non-career employees at the discretion of the appointing authority.

b. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

- (1) Write a rebuttal statement for attachment to the performance evaluation form; and
- (2) Informally appeal to the supervisor of the reviewer, but in no case higher than the department head.

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

61. TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee on and after November 22, 1986 shall serve a trial period. A former employee is a person who was previously employed with the City but terminated such employment for any reason including the expiration of a limited-term appointment.

b. The trial period shall be a thirty (30) calendar day period beginning with the first day the employee reports to work or until the employee has worked one hundred sixty-eight (168) straight-time hours, whichever occurs last.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the civil service system in respect to the City's testing practices.

62. RETIREMENT REOPENER

a. The parties agree to reopen this Agreement to negotiate retirement changes to replace the Sacramento City Employees' Retirement System with an acceptable plan under the Public Employees' Retirement System.

b. Negotiations shall be by joint bargaining between the City and the eight (8) recognized employee organizations representing non-management employees. A maximum of eight (8) City employees representing all recognized employee organizations shall be permitted to participate in the joint bargaining on City-paid time. The joint bargaining shall commence no later than September 15, 1987.

c. If all parties do not reach agreement, the impasse procedure in the Employer-Employee Relations Policy shall not be utilized and the status quo on present retirement benefits shall be continued during the term of this Agreement.

63. TERM

a. This Agreement shall remain in full force and effect from August 18, 1987, to and including June 29, 1990.

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

DATED: August 18, 1987

INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL # 39, AFL-CIO

CITY OF SACRAMENTO

BY: *Art Viat*
ART VIAT
BUSINESS MANAGER-SECRETARY

BY: *Steve Larich*
STEVE LARICH
DIRECTOR OF EMPLOYEE RELATIONS

Dennis Bonfield
DENNIS BONNIFIELD
BUSINESS REPRESENTATIVE

James W. Thomas
JAMES W. THOMAS
SENIOR EMPLOYEE RELATIONS
REPRESENTATIVE

C I T Y O F S A L E M E N T O
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER 23147000-B

1987-88 SALARY SCHEDULE

PROCESSING DATE 08/12/87

LOCAL 39 (PLANT OPERATOR)

.... EMPLOYEE CLASSIFICATION	REP UNIT SCHEDULED MONTHLY/BI-WEEKLY/MOUPLY RATES				
CODE TITLE		STEP A STEP B STEP C STEP D STEP E				
04001 PLANT OPP I	04	1,788.11 825.28 10.316	1,877.55 866.56 10.832	1,971.99 909.92 11.374	2,070.12 955.64 11.943	2,173.60 1,003.20 12.540
04000 PLANT OPP I (CD TR)	04	1,609.80 782.80 9.285				
04002 PLANT OPP II	04	1,969.41 908.96 11.362	2,067.87 954.40 11.930	2,171.17 1,002.08 12.526	2,279.68 1,052.16 13.152	2,393.73 1,104.80 13.810
04003 PLANT OPP III	04	2,171.87 1,002.40 12.530	2,280.37 1,052.48 13.154	2,394.43 1,105.12 13.814	2,514.20 1,160.40 14.505	2,639.87 1,218.40 15.230
04004 SR STATIONARY ENGINEER	04	2,540.89 1,172.72 14.659	2,667.95 1,231.36 15.392	2,801.41 1,292.96 16.162	2,941.47 1,357.60 16.970	3,088.63 1,425.52 17.819
04005 STATIONARY ENGINEER	04	2,309.67 1,066.00 13.325	2,425.11 1,117.28 13.991	2,546.44 1,175.28 14.601	2,673.84 1,238.08 15.426	2,807.48 1,295.76 16.197

* NON-CAREER/PART-TIME/SEASONAL CLASSIFICATIONS

September 1, 1987

Stationary Engineers, Local 39
2211 Royale Road
Sacramento, CA 95815
Attn: Dennis Bonnifield, Business Representative

Dear Mr. Bonnifield:

On August 18, 1987, the Sacramento City Council adopted a Resolution No. 87-675 authorizing the execution of City Agreement #87049-A, with International Union of Operating Engineers, Stationary Local 39, AFL-CIO, covering All Employees in the Plant Operator Unit - 1987-90.

Enclosed, for your records, is one fully certified copy of said agreement and authorizing resolution.

Sincerely,

LORRAINE MAGANA, CITY CLERK



JANICE BEAMAN
Deputy City Clerk

JB/cc/#22

Enclosure

cc: Employee Relations
Risk Management