

RESOLUTION NO. 81-593

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUGUST 4, 1981

RESOLUTION ADOPTING MEMORANDUM OF UNDERSTANDING WITH SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL DATED AUGUST 4, 1981

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

WHEREAS, under the terms of that policy, the representatives of the City Manager have met and conferred in good faith with representatives of the Sacramento-Sierra's Building and Construction Trades Council, the recognized employee organization for employees in the Building Trades and Craft Unit designated in the said Resolution; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of these said employees, as reflected by the written Agreement signed by them on August 4, 1981 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; and

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

MAYOR

APPROVED
BY THE CITY COUNCIL

AUG -4 1981

OFFICE OF THE
CITY CLERK

ATTEST: •

CITY CLERK



CITY OF SACRAMENTO

DEPARTMENT OF EMPLOYEE RELATIONS
801 NINTH STREET, ROOM 105
SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5424

STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

August 4, 1981

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in Building Trades and Craft Unit

SUMMARY

The City of Sacramento and the Sacramento-Sierra's Building and Construction Trades Council reached tentative settlement on a four-year agreement covering 81 employees in the Building Trades and Craft Unit. The major features of the tentative agreement are:

1. Effective August 8, 1981, a 6.3% salary increase for all employees, except the one-position classification of Stagehand II which will receive an additional 5% salary increase. Employees will receive a salary adjustment equivalent to the negotiated wage increase for regular hours worked for the period June 27, 1981 to August 7, 1981.
2. Salary adjustments in the next three years will be determined by a formula based on a declining percentage of the salaries paid to City craft classes as compared to the prevailing wage rate in the construction industry in the Sacramento area. The declining formula will reach 82.5% on July 14, 1984. Presently, the salaries paid to City craft classes range from 88% to 93% of the prevailing wage rate in the construction industry.
3. The City's monthly contribution for insurance benefits will increase from \$123.40 to \$131.30 per employee.
4. Standby pay will increase from \$91 to \$115 weekly.
5. Other provisions in the agreement include a sole agreement clause, and alternative layoff and agency shop reopeners.

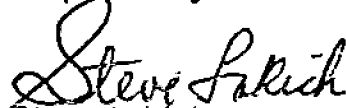
FINANCIAL IMPACT

The first-year cost increase is estimated at \$181,500. Cost increases for the remaining three years will be dependent on salary settlements in the private sector construction industry.

RECOMMENDATION

It is recommended that the City Council approve the attached tentative agreement in the Building Trades and Craft Unit.

Respectfully submitted,



Steve Lakich
Director of Employee Relations

Recommendation Approved:



Walter J. Slife
City Manager

August 4, 1981
All Districts

AGREEMENT

BETWEEN

SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

CITY OF SACRAMENTO

1981-1985

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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 SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL, hereinafter referred to as the COUNCIL, has as its purpose the promotion of harmonious labor relations between the City and the Council, 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 Council as the exclusive bargaining agent for all employees in the Building Trades and Craft Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Council on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The Council 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.

ARTICLE II SOLE AGREEMENT

2. 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. 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.

ARTICLE III
CITY RIGHTS

3. CITY RIGHTS

The City retains the exclusive right, among others, 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; (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
PAYROLL DEDUCTIONS

4. PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance premiums under plans to which the City is a contracting party, City agrees to deduct insurance premiums for plans to which the City is not a contracting party for employees in the Unit, provided such employees request and authorize such deduction or deductions to be made from their paychecks, subject to the following conditions:

- (1) Such deduction shall be made pursuant to the terms and conditions in the authorization form attached hereto as Exhibit "A".
- (2) 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 by a duly authorized officer of the Council where called for.

b. Payroll deductions for payments to the Sacramento City Employees Credit Union (a wholly independent entity) shall be provided to employees in the Building Trades and Craft Unit subject to the terms and conditions of this Article if and when such is provided to any other employees of the City.

ARTICLE V
TIME OFF FOR UNION ACTIVITIES

5. TIME OFF FOR UNION ACTIVITIES

The Union shall be provided a total of 20 hours per year paid for by the City for participating in Union activities not prohibited by law. Such time off may be utilized by career employees who are members of the Union for the purposes of meeting with other employee organizations, executive boards or membership meetings administering benefit programs on behalf of Union members; and for participating in grievance or disciplinary proceedings involving the Union or its members.

ARTICLE VI
GRIEVANCE PROCEDURE

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

6. 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.

7. DEFINITIONS

a. A grievance is a good faith complaint of one of 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.

8. STEP ONE

a. An employee who believes he has cause for grievance may contact his supervisor alone. An employee who believes he has cause for grievance may contact his supervisor with his 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:

- (1) A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- (2) The remedy or correction requested by the City.
- (3) 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.

b. The grieving employee's Division Head, or his designee, shall give his answer to the grievance in writing within five (5) standard workdays from the time he receives the grievance in writing. The 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.

9. 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.

10. STEP THREE

a. 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.

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

11. ARBITRATION

a. 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.

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

c. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the American Arbitration Association 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.

d. 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.

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

f. 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.

g. No matter shall be considered as a grievance under this Article unless it is presented in writing within sixty (60) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the 60-day time limit for filing grievances may be extended.

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

i. A Steward or a Council representative shall have the authority to settle grievances for the Council or employees at the respective steps of the grievance procedure.

12. 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 VII
SALARIES

13. SALARY ADJUSTMENT

Effective August 8, 1981, those employees represented by the Council, in addition to the salary increase set forth in Exhibit B, shall receive a salary adjustment. This salary adjustment shall be an amount equal to 6.3% of the employee's salary as of June 27, 1981, except employees in the class of Stagehand II where the adjustment shall be 11.3% of the employee's salary as of June 27, 1981, multiplied by the number of regular hours worked by the employee between June 27, 1981 and August 7, 1981. Said salary adjustment shall be payable in installments over six two-week pay periods beginning with the paycheck to be issued on September 1, 1981. The salary adjustment shall not be included in any manner in determining overtime or compensating time off or sick leave or vacation payoffs or retirement benefits.

14. SALARY INCREASE, 1981

Effective August 8, 1981, salary ranges in terms of bi-weekly rates of pay for represented classifications, except for the Stagehand II classifications, shall receive a 6.3% increase in salary. Employees in the Stagehand II classification shall receive an 11.3% increase in salary. The salary increase shall be calculated upon the employee's base salary as set forth in Exhibit B. Pay code 05 for Street Construction Laborer shall be eliminated.

15. SALARY FORMULA FOR FUTURE INCREASES

a. General

The parties agree that future wage increases shall be determined by the salary formula as set forth herein. The purpose of the salary formula is to match City benchmark classifications with external basic construction craft union classifications in the area of Sacramento County and to provide salary adjustments so that the City's benchmark classifications will be equivalent to 82.5% of the basic construction craft union classifications in respect to wages and benefits on July 14, 1984. Salary adjustments for other City craft classifications shall be determined by internal salary relationships with City benchmark classifications.

b. External Relationships

The following external relationships shall be established between the City benchmark classifications and basic construction craft union classifications:

<u>City Benchmark Classification</u>	<u>Basic Construction Craft Union Classification</u>
Blacksmith-Welder	Heavy Duty Repairman/Welder (Associated General Contractors wage scale for the area of Sacramento County)
Carpenter	Carpenter (Associated General Contractors wage scale for the area of Sacramento County)
Electrician	Electrician (National Electrical Contractors Association, Sacramento Valley Chapter)
Machinist	Millwright (Associated General Contractors wage scale for the area of Sacramento County)
Painter	Painter (Painting and Decorating Contractors of California wage scale for the area of Sacramento County)
Plumber	Plumber (Associated Plumbing and Mechanical Contractors of Sacramento)
Street Construction Laborer (01)	Average of AGC Laborer Groups #1, #2, and #3. (Associated General Contractors wage scale for the area of Sacramento County)

c. Internal Salary Relationships

The following internal salary relationships shall be established and maintained between City benchmark classifications and remaining classifications within the Unit:

<u>Remaining Classifications</u>	<u>Internal Salary Relationship</u>
Carpenter Foreman	8.6% above Carpenter
Electrician Lineman	Same as Electrician
Electrician Foreman (2 to 4 men)	9.9% above Electrician
Electrician Foreman (5 to 12 men)	14.9% above Electrician
Machinist Helper	80% of Machinist
Machinist Foreman	10% above Machinist
Painter Foreman (3 to 4 men)	6.3% above Painter
Painter Foreman (5 to 9 men)	12.7% above Painter
Plumber Foreman	11.5% above Plumber

Remaining ClassificationsInternal Salary Relationship

Street Construction Laborer (02)	22% above Street Construction Laborer (01)
Street Construction Laborer (03)	2.7% above Street Construction Laborer (02)
Street Construction Laborer (04)	4.9% above Street Construction Laborer (03)
Street Maintenance Foreman	25.6% above Street Construction Laborer (01)
Stagehand I (Step E)	11% per hour less than Street Construction Laborer (01) Step E
Stagehand II	10% above Stagehand I

d. Salary Formula

The following salary formula shall determine future salary adjustments for represented classifications based on the expressed percentage as of July 1 of each year of salaries and benefits of basic construction craft unit classifications to wages and benefits of City benchmark classifications to be effective on the dates indicated below:

<u>Effective Date</u>	<u>Blacksmith-Welder</u>	<u>Carpenter</u>	<u>Electrician</u>	<u>Machinist</u>	<u>Painter</u>	<u>Plumber</u>	<u>Street Construction Laborer (01)</u>
July 10, 1982	86.17	89.50	88.17	87.50	87.50	86.17	86.17
July 9, 1983	84.33	86.00	85.33	85.00	85.00	84.33	84.33
July 14, 1984	82.50	82.50	82.50	82.50	82.50	82.50	82.50

e. Definitions of Salaries and Benefits

The computations of wages and benefits shall include the basic hourly wages, health and welfare, vacation and holiday, pension, apprenticeship, sick leave, construction advancement program, annuity fund, administrative trust, training and re-training, contract administration trust fund, and affirmative action. The wages and benefits of the basic construction craft union classification is to be compared with the wages and benefits of the City benchmark classification at Step E.

f. Guarantee No Wage Reduction

In the event the percentage of the wages and benefits of a basic craft union classification is less than the express percentage for a City benchmark classification, the salary for the City benchmark classification shall be maintained at the current salary level.

g. Basic Construction Craft Union Rate Not Established

In the event a collective bargaining agreement covering a basic construction craft union classification has expired and a new agreement has not been renegotiated by July 1 of any given year, the affected City benchmark classifications shall receive an average of the percentage wage adjustment for the other City benchmark classifications until such time as the new agreement has been reached and a salary established. As an illustration, if the rate for the classification of Electrician has not been established due

to a contract dispute in the private sector and the average salary increase for the other City benchmark classifications is 6%, then the City Electrician will receive 6% until an agreement is reached in the private sector. Assuming the private sector Electrician agreement is settled on August 20, and the salary formula under this agreement would indicate a 7% salary increase, then the City Electrician will receive 7% effective August 20. In no event shall there be any retroactive application.

h. Health Insurance and Benefits

Any changes negotiated between the City and Stationary Engineers Local 39 in the Plant Operator Unit in respect to the City's contribution to medical and dental insurance, holidays, sick leave, vacations, safety shoes and safety glasses, shall be automatically applied to the Building Trades and Craft Unit. The City's cost shall be deducted from any salary increase provided to employees in the Building Trades and Craft Unit.

ARTICLE VIII INSURANCE BENEFITS

16. HEALTH BENEFITS

A. Effective August 1, 1981, the City agrees to contribute up to \$131.30 towards medical and dental insurance plans covering the employee and qualified dependents, if any.

b. Non-career employees shall be eligible for health benefits except that to be eligible for the City contribution under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work during the bi-weekly pay period for which the City contribution is made. If an employee fails to meet this criterion the City shall deduct from the employee's paycheck the amount equal to the City contribution, in addition to any other employee deductions for health and dental insurance. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount; failure to do so before the end of the calendar month, including such paycheck(s) shall automatically drop the employee from the health and dental insurance program until the next open enrollment period.

17. LIFE INSURANCE

City agrees to provide \$6,000 Life Insurance for the career employees in the Building Trades Unit, for the term of this Agreement.

18. TOOL INSURANCE

The City agrees to provide the employees in Building Trades and Craft Unit insurance on employee's tools against loss by fire or burglary where there is evidence of forced entry into the shop building or assigned City vehicles, (but not for loss by mysterious disappearance), provided the employee furnishes the City a list of his tools on an inventory form and notifies the City when he removes his tools from the City premises. This insurance will be on the basis of fifty dollars (\$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 three thousand (\$3,000.00). 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 Section.

ARTICLE IX
4-10 PLAN

19. 4-10 PLAN FOR BLACKSMITH-WELDER IN EQUIPMENT MAINTENANCE DIVISION

a. The classification of Blacksmith-Welder, in the Equipment Maintenance Division, may work a four (4) day ten (10) hour workweek rather than the current five (5) day eight (8) hour workweek for such time as the four (4) day ten (10) hour workweek meets the needs of the City. The four (4) day ten (10) hour workweek may be revised to the previous existing work schedule at the discretion of the City.

b. Pursuant to the four (4) day ten (10) hour workweek, to be used in the Equipment Maintenance Division, 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 shall remain at their current levels.

c. Overtime policy shall be changed to meet the four (4) day ten (10) hour workweek in that overtime shall be paid when an employee in the above classification is required to work in excess of a regular ten (10) hour work shift. Other overtime policies shall remain in effect as they relate to the rate of overtime (pay at one and one-half times regular rate of pay) and when working on a scheduled day off, on a recognized holiday, or in excess of forty (40) hours in a regular workweek.

ARTICLE X
OVERTIME/COMPENSATING TIME OFF

20. OVERTIME/COMPENSATING TIME OFF

a. 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.

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

c. Employees may accrue up to 80 hours of compensating time off up to the last pay period in December of each year. All compensating time off not used by this time will be paid to the employee in cash. This cash payment will be included in the second paycheck in January.

d. In the event an employee transfers or is promoted to another division or department, compensating time off will be paid to the employee in the next full paycheck following the date of transfer or promotion.

ARTICLE XI
PAINTERS' PREVAILING HOURLY RATE

21. PAINTERS' PREVAILING HOURLY RATE

The City agrees to pay those of its painter employees who engage in spraying and/or sandblasting on a substantially full-time basis, twenty-five cents (\$.25) per hour above the basic wage rate.

ARTICLE XII
ON-CALL PAY

22. ON-CALL PAY

a. An employee who is required to remain within call for emergency work shall be paid \$115.00 per week in addition to his regular pay; and when called out for such emergency duty one hour or more before the scheduled start of the workday shall receive a minimum of two hours pay at time and one-half.

b. Employees who are on standby assignment on Christmas Day, New Year's Day, Thanksgiving Day and July 4, holidays, shall receive eight (8) hours holiday credit.

ARTICLE XIII
STAGEHANDS

23. STAGEHANDS

a. Employees in the classification of Stagehand I and Stagehand II who work five-eighths(5/8) or more of their regular work shift 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 in the above classifications who work less than five-eighths (5/8) of their regular work shift in the period extending from 6:00 p.m. to 6:00 a.m., shall 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. If an employee's shift is changed more than three times in one calendar month the employee shall receive overtime at one and one-half their regular rate of pay for all hours worked on the fourth and subsequent rescheduled shifts during that one-month period. Provided, however, that the shift change is four (4) or more hours and the change is at the request of the City.

ARTICLE XIV
HOLIDAYS

24. HOLIDAYS

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

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1.
Washington's Birthday	Third Monday in February.
Friday (4 hours)	Friday Before Easter.
Memorial Day	Last Monday in May.
Independence Day	July 4.
Labor Day	First Monday in September.
Admission Day	September 9.
Columbus Day	Second Monday in October.
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.

b. If, in addition to those holidays specified above, a special day is declared by the City, its recognition shall be consistently applied to the Building Trades Unit as it is to all other City departments.

c. An employee who is scheduled to work on a holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

d. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave, or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility.

- (2) In addition to the above, a non-career employee shall be eligible to receive the holiday benefit on a pro-rata basis.

e. 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.

f. 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 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.

ARTICLE XV
SAFETY SHOES AND SAFETY GLASSES

25. SAFETY SHOES

a. Where the City requires that safety shoes be worn by employees as a condition of employment, the City shall reimburse said employees for the cost of an acceptable safety shoe up to a maximum of \$60.00 per pair, but no more than two pair per fiscal year. To be eligible for this reimbursement, the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes, and must submit the receipt to the supervisor to verify the cost and substantiate the reimbursement.

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

26. 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 will 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.

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

ARTICLE XVI LAYOFF

27. PURPOSE

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

28. DEFINITIONS

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 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:
 - (a) classification seniority in any higher classifications within the regression ladder, and
 - (b) previous classification seniority in the job classification in which the employee is currently working, and
 - (c) present time spent in the job classification in which the employee is currently working, minus any seniority adjustments.

- (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 Building Trades and Craft Unit are as follows:

- 1) Electrician Foreman (5-12 men)
Electrician Foreman (2-4 men)
Electrician
- 2) Electrician Lineman
- 3) Blacksmith-Welder
- 4) Machinist Foreman
Machinist
Machinist Helper

- 5) Plumber Foreman
Plumber
- 6) Painter Foreman (5-9 men)
Painter Foreman (3-4 men)
Painter
- 7) Industrial Painter Foreman
Industrial Painter
- 8) Carpenter Foreman
Carpenter
- 9) Stagehand II
Stagehand I
- 10) Street Construction Foreman
Street Construction Laborer

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.

29. 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 29 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.

30. 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 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 monthly salary range and respective salary step for the affected classification as identified in Exhibit B.

31. 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 pay off 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 pay off related to a subsequent termination.

b. Employees laid off who are enrolled in City 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 the laid off employee.

32. RECALL

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

33. GENERAL

The City or the Council 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. If such discussions are initiated but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE XVII
MISCELLANEOUS

34. UNIFORMS

- a. The City agrees to provide three uniform changes per week to employees in the Building Trades Unit, (3-3-1), at no cost to the employee.
- b. The City may provide uniforms for non-career employees.

35. 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.

36. NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications 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 to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the unit covered by this Agreement not less than thirty (30) days prior to submission of the job classification 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. The Union and the City shall follow provisions of applicable state law and the Employee Relations Policy regarding negotiations of an appropriate salary range for any revised entry or revised promotional classification covered by this Agreement.

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

37. SELECTION OF VACANCIES

a. Whenever a vacancy occurs in a particular job assignment of a regular Civil Service position, and the Department Head or his designee, in his discretion, elects to permanently fill said vacancy (permanent assignment to mean assignments of three weeks or more), employees holding permanent Civil Service status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The Department Head shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

b. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal.

c. A vacancy or vacancies resulting from an assignment made hereunder may not be subject to this procedure.

d. It shall be within the discretion of the Department Heads, or their respective designee, to make departmental transfers as in their judgment will best meet the organizational, operational and personnel needs of the departments. This Article does not apply to non-career employees.

38. ACCIDENT REVIEW BOARD IN STREET MAINTENANCE

The parties agree that the penalties established in the rules and regulations of the Accident Review Board in Street Maintenance Division will be terminated on the effective date of this Agreement. Penalties for chargeable accidents will be determined by management. The sole function of the Accident Review Board shall be to establish whether a vehicular accident is chargeable or non-chargeable. The four-member Accident Review Board shall consist of one (1) Division manager, two (2) Division foremen, and one (1) Division shop steward. Accordingly, the Board shall revise its rules and regulations to reflect this limited function. The Safe Driving Program presently in effect shall continue.

39. REOPENER ON AGENCY SHOP

If state legislation is passed permitting the agency shop to be negotiated in local government, the Council may request to reopen this Agreement to negotiate an agency shop clause. Upon such request, the City will negotiate the possible inclusion of an agency shop.

40. TERM

a. This Agreement shall remain in full force and effect from August 8, 1981 to and including June 29, 1985.

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

DATED: August 4, 1981

SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL

CITY OF SACRAMENTO

BY: R.G. Caples
AL CAPLES
SECRETARY

BY: Steve Lakich
STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

EXHIBIT A

EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION AND
REQUEST FOR RECOGNIZED EMPLOYEE ORGANIZATION
SPONSORED INSURANCE PREMIUM(S)

(Front side of form to be completed and executed by employee.)

I, _____, hereby request and authorize my employer, the City of Sacramento, to deduct from my earnings and pay to _____ (insert name and address of payee to whom amounts are to be remitted), the amount of \$ _____ per month for insurance premium(s) covering a plan or plans sponsored by the said recognized employee organization.

PLEASE READ

I understand and agree that:

1. Neither the City of Sacramento, nor any of its officers, agents or employees, make any representations of any kind or nature concerning such insurance plan or plans; and that the City of Sacramento is simply providing payroll deductions on a benefit to those eligible employees who choose to avail themselves of this service and who have decided that they wish to be covered by a plan or plans.

2. The City of Sacramento, and its officers, agents and employees assume no liability on account of payroll deduction made or any action taken or not taken pursuant to this authorization and request.

3. This authorization and request shall remain in effect until terminated by me in writing properly delivered or addressed to the Director of Personnel of the City of Sacramento or until my present employment with the City of Sacramento terminates for any reason, or until the _____ (insert name of recognized employee organization) ceases to be certified as a recognized employee organization under applicable City law, whichever occurs first.

4. The City of Sacramento will not make the herein authorized and requested deduction from my earnings in the event that my earnings for the pay period from which the said deduction would ordinarily be made are not sufficient after other legally required deductions are made, nor will the City in such event make the said payroll deduction for such period at a later date, nor will the City accept a deposit from me of my contribution for such period for transmittal to the payee.

5. PLEASE NOTE: it is my responsibility to check my payroll stub to verify that the proper payroll deduction I am hereby authorizing and requesting has in fact been made.

(This is to be signed and dated by each employee, and information completed indicating home address, job classification and department.)

(The reverse side of the form should be completed by an authorized officer of the recognized employee organization.)

The _____ (insert name of recognized employee organization) agrees to and does hereby indemnify, defend, and hold the City, its officers, agents and employees harmless against any claims made, liability incurred, and any suits instituted against them or any one of them on account of the payroll deduction herein authorized and requested.

Accepted on behalf of _____ (insert name of recognized employee organization):

By: _____

(This is to be signed and dated by a duly authorized officer of the recognized employee organization.)

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1981-82 SALARY SCHEDULE

PROCESSING DATE 07/27/81

BUILDING AND CONSTRUCTION TRADES COUNCIL

EXHIBIT B

EMPLOYEE CLASSIFICATION CODE	EMPLOYEE TITLE	REP UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
06001	BLACKSMITH-WELDER	06	2,135.99 985.84 12.323	2,242.76 1,035.12 12.939	2,354.91 1,086.88 13.586	2,472.60 1,141.20 14.265	2,596.19 1,198.24 14.978
06002	CARPENTER	06	2,205.67 1,018.00 12.725	2,315.91 1,068.88 13.361	2,431.69 1,122.32 14.029	2,553.20 1,178.60 14.730	2,680.95 1,237.36 15.467
06003	CARPENTER FOREMAN	06	2,395.12 1,105.44 13.818	2,514.89 1,160.72 14.509	2,640.56 1,218.72 15.234	2,772.64 1,279.68 15.996	2,911.31 1,343.68 16.796
06005	ELECT FOREMAN (2-4 MEN)	06	2,742.13 1,265.60 15.820	2,879.24 1,328.88 16.611	3,023.28 1,395.36 17.442	3,174.43 1,465.12 18.314	3,333.20 1,538.40 19.230
06006	ELECT FOREMAN (5-12 MEN)	06	2,866.59 1,323.04 16.538	3,009.93 1,389.20 17.365	3,160.39 1,458.64 18.233	3,318.47 1,531.60 19.145	3,484.35 1,608.16 20.102
06004	ELECTRICIAN	06	2,494.96 1,151.52 14.394	2,619.76 1,209.12 15.114	2,750.80 1,269.60 15.870	2,888.43 1,333.12 16.664	3,032.81 1,399.76 17.497
06007	ELECTRICIAN-LINEMAN	06	2,494.96 1,151.52 14.394	2,619.76 1,209.12 15.114	2,750.80 1,269.60 15.870	2,888.43 1,333.12 16.664	3,032.81 1,399.76 17.497
06009	MACHINIST	06	2,135.99 985.84 12.323	2,242.76 1,035.12 12.939	2,354.91 1,086.88 13.586	2,472.60 1,141.20 14.265	2,596.19 1,198.24 14.978
06010	MACHINIST FOREMAN	06	2,349.53 1,084.40 13.555	2,467.05 1,138.64 14.233	2,590.47 1,195.60 14.945	2,719.95 1,255.36 15.692	2,856.01 1,318.16 16.477
06011	MACHINIST HELPER	06	1,771.49 789.92 9.874	1,797.12 829.44 10.368	1,886.91 870.88 10.886	1,981.20 914.40 11.430	2,080.35 960.16 12.002
06012	PAINTER	06	2,240.51 1,034.00 12.926	2,352.48 1,085.76 13.572	2,470.17 1,140.08 14.251	2,593.76 1,197.12 14.964	2,723.41 1,256.96 15.712
06013	PAINTER FOREMAN (3-4 MEN)	06	2,381.60 1,099.20 13.740	2,500.68 1,154.16 14.427	2,625.65 1,211.84 15.148	2,756.87 1,272.40 15.905	2,894.67 1,336.00 16.700
06048	PAINTER FOREMAN (5-9 MEN)	06	2,523.91 1,164.88 14.561	2,650.09 1,221.12 15.289	2,782.52 1,284.24 16.053	2,921.71 1,348.48 16.856	3,067.83 1,415.92 17.699
06014	PLUMBER	06	2,176.89 1,004.72 12.559	2,285.75 1,054.96 13.187	2,399.97 1,107.68 13.846	2,519.92 1,163.04 14.938	2,645.93 1,221.20 15.265
06015	PLUMBER FOREMAN	06	2,427.01 1,120.16 14.002	2,548.35 1,176.16 14.702	2,675.75 1,234.96 15.437	2,809.56 1,296.72 16.209	2,949.96 1,361.52 17.019
06016	STAGEHAND I	06	1,471.77 679.28 8.491	1,545.44 713.26 8.916	1,622.75 748.96 9.362	1,703.87 786.40 9.830	1,789.15 825.76 10.322

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER 231R7000-B

1981-R2 SALARY SCHEDULE

PROCESSING DATE 07/27/81

BUILDING AND CONSTRUCTION TRADES COUNCIL

.... EMPLOYEE CLASSIFICATION	REP SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES				
CODE TITLE	UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
06017 STAGEHAND II	06	1,619.45 747.44 9.343	1,700.40 784.90 9.810	1,785.51 824.08 10.301	1,874.77 865.28 10.816	1,968.55 908.56 11.357
06101 STREET CONSTR LAB (01)	06	1,651.00 762.00 9.525	1,733.51 800.08 10.001	1,820.17 840.08 10.501	1,911.17 882.08 11.026	2,006.68 926.16 11.577
06102 STREET CONSTR LAB (02)	06	2,014.65 929.84 11.623	2,115.36 976.32 12.204	2,221.09 1,025.12 12.814	2,332.20 1,076.40 13.455	2,448.85 1,130.24 14.128
06103 STREET CONSTR LAB (03)	06	2,069.08 954.96 11.937	2,177.56 1,002.72 12.534	2,281.24 1,052.88 13.161	2,395.29 1,105.52 13.819	2,515.07 1,160.80 14.510
06104 STREET CONSTR LAB (04)	06	2,170.83 1,001.92 12.524	2,279.33 1,052.00 13.150	2,393.39 1,104.64 13.808	2,512.99 1,159.84 14.498	2,638.65 1,217.84 15.223
06050 STREET MAINT FOREMAN	06	2,073.76 957.12 11.964	2,177.41 1,004.96 12.562	2,286.27 1,055.20 13.190	2,400.67 1,108.00 13.850	2,520.61 1,163.36 14.542