



CITY OF SACRAMENTO

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DEPARTMENT OF EMPLOYEE RELATIONS
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STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

APPROVED
BY THE CITY COUNCIL
January 11, 1983
JAN 11 1983
OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in the Plant Operator Unit

SUMMARY

The City of Sacramento and the Stationary Engineers, Local 39 reached tentative settlement on a new agreement covering approximately 47 employees in the Plant Operator Unit for the period January 11, 1983 to June 22, 1984. The tentative agreement has been ratified by the union membership. The major features of the tentative agreement in the first and second years are:

First Year

1. There will be no general salary increase. The present salary rates will remain frozen during the first year.
2. Effective September 1, 1982, the City's monthly contribution for insurance benefits will increase by \$33.44, thereby changing the monthly contributions from \$141.40 to \$174.84 per employee.
3. Effective March 1, 1983, the City-sponsored Kaiser Plan will be "S" coverage.
4. Effective March 1, 1983, employees will be able to use the City insurance contribution to pay for the various City-sponsored insurance plans rather than the present practice which limits the City contribution to health and dental coverage only. With some exceptions, the employees will also be able to use the insurance contribution to purchase four Union-sponsored life and disability plans.
5. Reimbursement for safety shoes has been increased from a maximum of \$60 to \$65 per pair, with all employees being eligible to wear safety shoes.
6. Effective March 5, 1983, employees in the Plant Operator Unit will be covered by an agency shop provision which will require all employees to either join the Union or pay a service fee to the Union for representation purposes. The Union currently has 77% membership in this unit. As required by law, employees who have

bona fide religious objection to public employee organizations will not be required to join or pay a service fee to the Union, but will have to pay a sum equal to the service fee to a charitable organization.

7. Restrictions have been placed on the use of City time off for both Union business and representational purposes for employee representatives.
8. The no-strike provision has been changed to clarify that the City Manager has the right to deny usage of sick leave in the event of a sick-out or other concerted activity.

Second Year

1. Effective June 25, 1983, there will be an 8% salary increase.
2. Effective July 1, 1983, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" and Traveler's Dental plans.
3. The City will have the right to establish a composite rate for each City-sponsored health and dental plan commencing with Fiscal Year 1984-85.

FINANCIAL IMPACT

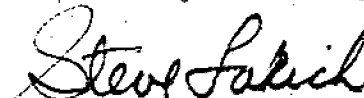
In the first year, the projected cost increase is \$20,969.

Based on 1982 budget data, the projected additional increase for the second year is \$119,284, excluding any increases in the City's insurance contributions. To give consideration to insurance increases in the second year, if Kaiser "S" and Traveler's Dental plans increased a total of \$10 per month, there would be an additional cost of \$5,640 for Fiscal Year 1983-84. The second-year cost projection covers the increased City expenditures to the retirement systems, including the unfunded liability.

RECOMMENDATION

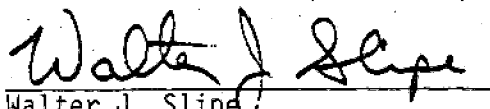
It is recommended that the City Council approve the attached agreement covering employees in the Plant Operator Unit.

Respectfully submitted,



Steve Lakich
Director of Employee Relations

Recommendation Approved:



Walter J. Slipes
City Manager

January 11, 1983
All Districts

Attachment

RESOLUTION NO. 83-030

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

JANUARY 11, 1983

A RESOLUTION ADOPTING AGREEMENT WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS,
STATIONARY LOCAL 39, AFL-CIO
DATED JANUARY 11, 1983

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 January 11, 1983, 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.

ATTEST:

CITY CLERK

MAYOR

APPROVED
BY THE CITY COUNCIL

JAN 11 1983

OFFICE OF THE
CITY CLERK

AGREEMENT

BETWEEN

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

AND

CITY OF SACRAMENTO

1982 - 1984

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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.

ARTICLE II SOLE AGREEMENT

2. 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

3. 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

4. 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 membership dues and assessments, (2) the service fees for non-members as set forth in Section 5 of this Agreement, and (3) the insurance premiums for plans to which the City is not the contracting party open to members of the Union.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Union.
- (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Union shall assume the duty of direct collection from the employee.
- (3) Deductions and authorizations shall be separated by type of deduction (union membership dues, service fees, insurance premiums) and by payee. Additionally, the Union will also receive information as to which employees were required to

pay a service fee within a bi-weekly pay period even if such service fee was not payroll deducted.

- (4) Such deductions shall be made only upon submission to the Payroll Section, Department of Finance, of the said authorization form duly completed and executed by the 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.

5. AGENCY SHOP

a. General

Effective March 5, 1983, as a condition of continued employment, all career employees who are paid one (1) or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below. No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.

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

b. Service Fee

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

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

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting 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 an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

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

g. Discipline Procedure

No employee shall be terminated under this Section unless:

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

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

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

h. Duty of Fair Representation

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

i. Employee Rights

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

6. UNION STEWARDS

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

Sacramento River Water Treatment Plant	One (1) Steward
Waste Water Facilities	One (1) Steward
American River Water Treatment Plant	One (1) Steward
Pump Crew	One (1) Steward
Convention Center	One (1) 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.

7. 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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. APPLICATION

Grievances as defined in Section 9(a), shall be brought through this procedure.

14. 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 decision or response.

15. 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 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.

16. FORMAL GRIEVANCE - STEP TWO

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

17. FORMAL GRIEVANCE - STEP THREE

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he may appeal the decision within five (5) standard workdays. The grievant or his 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.

18. 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 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
SALARIES

19. 1982-83 SALARIES

The bi-weekly rates of pay as set forth in Exhibit A shall continue in effect through June 24, 1983.

20. 1983-84 SALARIES

Effective June 25, 1983, salary ranges in terms of bi-weekly rates of pay for represented classifications shall receive an 8.0% increase. The salary ranges to become effective June 25, 1983, are set forth in Exhibit A-1.

ARTICLE VII
INSURANCE BENEFITS

21. INSURANCE BENEFITS

a. Effective September 1, 1982, the City agrees to make contributions up to \$174.84 per month per eligible career and eligible non-career employee toward the premium costs of the City's medical and dental insurance plans covering eligible employees and qualified dependents, if any.

b. Effective March 1, 1983, the City agrees to make contributions up to \$174.84 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. A full-time career employee shall be eligible for a City contribution on each applicable payday if the employee is paid for one or more hours of salary. Eligible career employees may apply any remaining portion of the City contribution to Union-sponsored term life insurance, High Level Accidental Death and Dismemberment Insurance, and/or permanent life insurance provided the eligible career employees have first applied the City contribution to the City's present supplemental life insurance. The City will have the right to offer more life insurance in the future. Employees will have the option of purchasing this life insurance with the City contribution but they would not have to exhaust the newly offered life insurance before purchasing the Union-sponsored insurance. Eligible career employees who use the City contribution for Union-sponsored permanent life insurance shall not receive by way of loan or otherwise any cash value on such insurance so long as they are employed with the City. Eligible career employees may apply the City contribution for the City's disability plan or the Union-sponsored disability income protection plan, but not both.

c. Effective March 1, 1983, the City agrees to make contributions up to \$174.84 per month, on either a 100% or 50% basis, for part-time career employees, including those in a work sharing program, and non-career 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 applicable payroll shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more

hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution. To be eligible for any City contribution under this Section, the part-time career and non-career 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 agrees to 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. Employees who are paid less than one hour salary per payday may continue any City-sponsored insurance in effect, 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 March 1, 1983, the City-sponsored Kaiser Plan will be "S" coverage (Drug III, Optical A, and Dependent Code 2).

i. Effective July 1, 1983, the City will increase the maximum monthly insurance contribution as set forth in Sections (b) and (c) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and Traveler's Dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1982 from the rates to be effective September 1983.

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

k. 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 (b) 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 VIII
- LEAVES

22. HOLIDAY BENEFITS

a. The existing work schedule for employees on a four on/two off/five on/two off shift, provides for eight (8) days of holiday benefits. Employees on this shift schedule shall be credited at the end of each calendar year with an additional four and one-half (4-1/2) holidays, to be taken as holiday time off, at the rate of time and one-half, or paid at one and one-half (1-1/2) times their regular rate of pay based on employee preference and operational needs.

b. Holidays for employees on the regular five on/two off schedule shall be the following:

<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

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

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

e. Weekend

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.
- (3) An employee who is regularly scheduled to work on a 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 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

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.

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 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.

23. SICK LEAVE

a. Career employees will accrue sick leave at the rate of one (1) day per month of service. Non-career employees will accrue sick leave on a pro-rata basis.

b. Sick leave shall accrue to the employee on the first of the month following that in which it is earned.

c. 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 was confined.

24. SICK LEAVE INCENTIVE

a. Employees shall 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, 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 the year in which payment was 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 Personnel 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, or resignation after service for a period of not less than two 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 or death. No employee whose services are terminated by reason of discharge for cause or by reason of resignation prior to the completion of two years' service, shall be eligible for payment of any portion of accumulated sick leave credits.

25. 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 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. 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. Employees shall be entitled to carry over one week of their accrued vacation into the following calendar year; carry-over of two weeks or more of vacation will be permitted only with approval of the Plant Superintendent. 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.

26. JURY DUTY

a. When an employee is absent from work to serve on a jury or to report for jury duty examination, he shall be granted pay for those hours which he is absent for such reason. Pay for such worktime 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 will notify his supervisor in advance of his start time so he can be excused from his shift. If the employee is on jury duty less than four (4) hours, he 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 IX
SPECIAL ALLOWANCES

27. STANDBY ASSIGNMENTS

a. Employees who are required to remain within call for emergency work shall be paid \$115 per week 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 eight (8) hours holiday credit to be taken at the employee's request, subject to the Department Head or his designee's approval.

28. CALL-BACK/CALL-IN PAY

a. An employee who has completed his regular shift and has left City premises and is called back to work, shall receive a minimum of two 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 assigned shift, i.e., who is ordered to report for duty earlier than the scheduled time for the commencement of his shift, and who continues on duty for his scheduled shift. An employee who is called to work early in this manner without sixteen 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 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.

29. 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.

30. 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 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.

31. 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 X HOURS OF WORK

32. WORK SCHEDULE

a. The City agrees that the existing work schedule of four consecutive days on/two consecutive days off/five consecutive days on/two consecutive days off, for employees assigned to the Waste Water Plants (with the exception of the Filter Building) and Water Treatment Plants (with the exception of one (1) day-shift Plant Operator I at each Water Treatment Plant), shall continue. The existing work schedule of five consecutive days on/two 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 Engineer shall not have permanent rotating shifts.

b. Every employee shall have a regular lunch period of not less than thirty 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 workstation in a plant during his lunch period, he shall be considered as having worked eight consecutive hours at the regular rate of pay and any time worked over eight hours shall be compensated at the overtime rate of time and one-half. It is agreed that this policy will be utilized in the Co-Ag Building at the Sacramento River Water Treatment Plant.

c. 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 shall be paid the overtime rate for all hours worked on the first day of the new shift.

d. However, if an employee's shift is changed more than three 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.

e. 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 shall be paid the overtime rate for all hours worked on the first day of the new shift.

33. 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 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 up through the last full pay period in December of each calendar year. All compensating time off not used by this time will be paid to the employee. Any hours of compensating time off not used by this date will be paid in cash. This cash payment will be included in the paycheck received by the employee on the second payday in January.

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

34. 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 XI LAYOFF

35. PURPOSE

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

36. 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 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 Operators 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.

37. 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.

38. 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.

39. 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 salary range and respective salary step for the affected classification as set forth in Exhibit A.

40. FRINGE BENEFITS

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

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

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

41. RECALL

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

rights to any job classification in which provisional or probationary status was held at the time of layoff or downgrade. Provisional and probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

c. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown on the employee's last paycheck unless a more recent address has been furnished by the laid off/downgraded employee. To expedite recall, more than one (1) employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have 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.

42. 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 XII MISCELLANEOUS

43. SAFETY

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

b. Employees in the Plant Operator Unit who are required to drive City vehicles shall participate in a driver safety program which is currently in practice in the Water and Sewer Division of the Engineering Department.

44. 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 \$65.00 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 \$65.00 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.

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

45. 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.

46. 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, and shall be given preference over those individuals appointed from an eligible list. If more than one (1) 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. Notwithstanding the above, no Plant Operator II or Plant Operator III assigned to Waste Water by virtue of promotion or voluntary transfer, shall be eligible to request any vacancy outside Waste Water pursuant to this Article until such Plant Operator II has worked a minimum period of one (1) year in Waste Water and such Plant Operator III has worked a minimum period of two (2) years in Waste Water.

c. 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 shall be posted at the Sacramento Water Treatment Plant, the American River Water Treatment Plant, Sump 2, and at the Well Crew Dispersal Site.

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

47. 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.

48. 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.

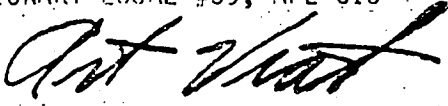
49. TERM

a. This Agreement shall remain in full force and effect from January 11, 1983 up to and including June 22, 1984.

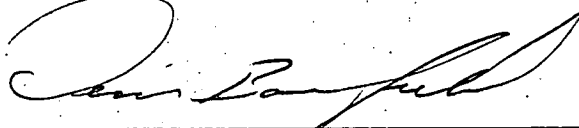
b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: January 11, 1983

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




BY: _____
ART VIAT
BUSINESS MANAGER-SECRETARY



_____ DENNIS BONNIFIELD
BUSINESS REPRESENTATIVE

CITY OF SACRAMENTO

BY: Steve Lakich
_____ STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS



_____ DANIEL BONEBRAKE
SENIOR EMPLOYEE RELATIONS
REPRESENTATIVE

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1982-83 SALARY SCHEDULE

PROCESSING DATE 09/23/82

LOCAL 39 (PLANT OPERATOR)

EMPLOYEE CODE	CLASSIFICATION TITLE	REP UNIT	SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES				
			STEP A	STEP B	STEP C	STEP D	STEP E
04001	PLANT OPR I	04	1,388.40 640.80 8.010	1,457.73 672.80 8.410	1,530.53 706.40 8.830	1,607.15 741.76 9.272	1,687.57 778.88 9.736
04002	PLANT OPR II	04	1,528.80 705.60 8.820	1,605.24 740.88 9.261	1,685.49 777.92 9.724	1,769.73 816.80 10.210	1,858.31 857.68 10.721
04003	PLANT OPR III	04	1,686.19 778.24 9.728	1,770.43 817.12 10.214	1,859.00 858.00 10.725	1,951.91 900.88 11.261	2,049.49 945.92 11.824
04004	SR STATIONARY ENGINEER	04	1,906.15 879.76 10.997	2,001.48 923.76 11.547	2,101.49 969.92 12.124	2,206.53 1,018.40 12.730	2,316.95 1,069.36 13.367
04005	STATIONARY ENGINEER	04	1,643.20 758.40 9.480	1,725.36 796.32 9.954	1,811.68 836.16 10.452	1,902.33 878.00 10.975	1,997.49 921.92 11.524

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER 231R7000-B

1983-84 SALARY SCHEDULE

PROCESSING DATE 12/07/82

LOCAL 39 (PLANT OPERATOR)

EMPLOYEE CLASSIFICATION CODE TITLE	REP UNIT	SCHEDULED STEP A	MONTHLY STEP B	BI-WEEKLY STEP C	HOURLY STEP D	RATES STEP E
04001 PLANT OPR I	04	1,499.33 692.00 8.650	1,574.39 726.64 9.083	1,653.08 762.96 9.537	1,735.76 801.12 10.014	1,822.60 841.20 10.515
04002 PLANT OPR II	04	1,651.35 762.16 9.527	1,733.85 800.24 10.003	1,820.52 840.24 10.503	1,911.52 882.24 11.028	2,007.03 926.32 11.579
04003 PLANT OPR III	04	1,821.04 840.48 10.506	1,912.04 882.48 11.031	2,007.72 926.64 11.583	2,108.08 972.96 12.162	2,213.47 1,021.60 12.770
04004 SR STATIONARY ENGINEER	04	2,058.68 950.16 11.877	2,161.64 997.68 12.471	2,269.80 1,047.60 13.095	2,383.33 1,100.00 13.750	2,502.41 1,154.96 14.437
04005 STATIONARY ENGINEER	04	1,774.76 819.12 10.239	1,863.51 860.08 10.751	1,956.76 903.12 11.289	2,054.52 948.24 11.853	2,157.31 995.68 12.446

