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RESOLUTION NO. 80-403

Adopted by The Sacramento City Council on date of

JUNE 24, 1980

RESOLUTION ADOPTING AGREEMENT WITH AUTO,
MARINE & SPECIALTY PAINTERS' UNION NO. 1176 -
AFL-CIO, DATED JUNE 24, 1980

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 Auto, Marine & Specialty Painters' Union No. 1176 - AFL-CIO-----
the recognized employee organization for employees in the
-----Traffic Engineering 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 June 24, 1980, which Agreement is attached hereto and made a part hereof; and

WHEREAS, this Council finds that the provisions 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

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

JUN 24 1980

OFFICE OF THE
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

June 24, 1980

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in Traffic Engineering Unit

SUMMARY

The City of Sacramento and the Auto, Marine and Specialty Painters' Local #1176 reached tentative settlement on a two-year agreement covering 21 employees in the Traffic Engineering Unit for the period June 28, 1980 to June 25, 1982. The major features of the tentative agreement are:

1. Effective June 28, 1980, salary increases are to be applied as follows:

<u>Class</u>	<u>Salary Increase</u>
Traffic Control Maintenance Man I	9.0%
Traffic Control Maintenance Man II	9.5%
Traffic Control Maintenance Man III	10.0%
Traffic Control Foreman	11.4%

2. Effective June 27, 1981 salaries will increase a minimum 5% to a maximum 10%. Any variance between 5%-10% will be tied directly to the Consumer Price Index.
3. Weekly standby pay will increase from \$77 to \$115.
4. Increase uniform changes from five to seven per week.
5. A "City Rights" provision has been added to the new agreement.
6. The parties will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the unit.

APPROVED
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OFFICE OF THE
CITY CLERK

7. Eliminated the possible automatic granting of grievances in favor of the Union if no timely answer is given by the City at Step 3. The Union will have the right to process the grievance to the next step if City does not answer.
8. Entire agreement clause to establish that the new Agreement is the complete and entire agreement between the parties and negotiations are closed for its term except by mutual written consent of the parties.

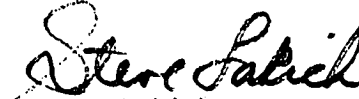
FINANCIAL IMPACT

The first-year cost increase is estimated at \$50,400. The second-year cost increase is estimated at a low of \$25,900 to a high of \$51,800 with any variance tied to the rate of change in the Consumer Price Index.

RECOMMENDATION


It is recommended that the City Council approve the attached tentative agreement in the Traffic Engineering Unit.

Respectfully submitted,



Steve Lakich
Employee Relations Director

Recommendation Approved:



Walter J. Slipe
City Manager

AGREEMENT

BETWEEN

AUTO MARINE AND SPECIALTY PAINTERS
UNION NO. 1176

AND

CITY OF SACRAMENTO

1980-1982

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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 AUTO, MARINE AND SPECIALTY PAINTERS UNION NO. 1176, 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

The City hereby confirms its prior certification of the Union as the recognized employee organization for the employees in the Traffic Engineering Unit, as defined in the City's Employer/Employee Relations Policy. The City 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 provided under the City's Employer/Employee Relations Policy and authorized by law.

ARTICLE II ENTIRE AGREEMENT

2. ENTIRE AGREEMENT

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

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

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

ARTICLE III CITY RIGHTS

3. CITY RIGHTS

The City retains the exclusive right, subject to and 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 rules; (e) to dismiss employees because of lack of work, or funds, or for other reasonable cause; (f) to determine the mission of its Divisions and Departments, 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 under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Union for (a) the normal and regular monthly Union membership dues, and (b) monthly insurance premiums for plans sponsored by the Union and open to all its members.

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.
- (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 the Union.
- (3) Any changes, additions and/or deletions of any payroll deductions or any deductions for employees shall be made

only upon submission to the Payroll Section, Department of Finance, on or before the fifteenth (15) day of the month preceding the month for which such changes, additions and/or deletions are to be executed on the form designated by the City and duly completed by the Treasurer of the Union or his designated agent.

- (4) 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 or insurance sponsored by the Union.
- (5) The City will remit to the Union a check for all of the deductions.

ARTICLE V GRIEVANCE PROCEDURE

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

5. 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.

6. DEFINITIONS

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

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

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

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

7. 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 of 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. This first step answer shall include the following:

- (1) A complete statement of the City's position and the facts upon which it is based.
- (2) The remedy or correction which has been offered, if any.

8. 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 workdays of the second step appeal. The Union Representative and the 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.

9. 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 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.

10. 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 the 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 thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the 30 day time limit for filing grievances may be extended.

h. 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.

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

11. TIME LIMITS

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

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 VI
PAY RATES

13. 1980-81 SALARIES

Effective June 28, 1980, salaries shall be paid to employees as follows:

<u>CLASSIFICATION</u>	<u>SALARY STEP</u>				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
Traffic Control Maintenance Man I					
Bi-weekly	559.28	587.44	617.04	648.16	680.80
Monthly	1212	1273	1337	1404	1475
Traffic Control Maintenance Man II					
Bi-weekly	615.04	646.08	678.64	712.08	748.00
Monthly	1333	1400	1470	1545	1621
Traffic Control Maintenance Man III					
Bi-weekly	645.28	677.84	712.00	747.92	785.60
Monthly	1398	1469	1543	1621	1702
Traffic Control Foreman					
Bi-weekly	709.68	745.44	783.04	822.56	864.00
Monthly	1538	1615	1697	1782	1872

14. 1981-82 SALARIES

Effective June 27, 1981, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of San Francisco/Oakland metropolitan area for the twelve month period between April 1980 and April 1981; provided, however, said increase shall not be less than five percent (5%) nor more than ten percent (10%).

ARTICLE VII
INSURANCE BENEFITS

15. HEALTH AND DENTAL BENEFITS

a. The City agrees to contribute up to an amount which will not exceed the full premium for the City's basic plan (Plan B) at a full family rate towards the premium costs of the City's medical and dental insurance plans covering the employee and qualified dependents, if any.

b. In the event a majority of the employees in the Unit so elect, the City agrees that upon the request of the Union it will arrange to substitute a Union dental plan for the City's dental plan covering these employees within the above stated total medical/dental dollar limitation as soon as such can be administratively implemented. Non-career employees shall not be eligible for this Union dental plan.

c. To be eligible for the City contribution under this Article 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.

16. LIFE INSURANCE

The City agrees to provide basic life insurance in an amount of \$4,000 to each eligible employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in paragraph c above.

ARTICLE VIII
HOLIDAY BENEFITS

17. HOLIDAY BENEFITS

a. The recognized holidays shall be the following days:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

<u>HOLIDAY</u>	<u>DATE</u>
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
Friday (4 hours)	Friday Before Easter
Christmas Eve (4 hours)	December 24
New Year's Eve (4 hours)	December 31

b. If an employee's scheduled days off are Saturday and Sunday during the 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 as 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.

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

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off the employee shall accrue holiday credit for the hours of the holiday benefit in accordance with the accrual provisions of this Article.
- (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.

d. Employees may accumulate holiday credit up to a maximum of five (5) days. Holiday credit may be taken by the employee at the discretion of the Department Head.

e. Non-career employees must be on paid status on their regularly scheduled shift before and after the holiday to be eligible for holiday pay.

ARTICLE IX SPECIAL ALLOWANCES

18. STANDBY ASSIGNMENTS

a. Employees who are required to remain on call for emergency work shall be paid \$115.00 per week in addition to their regular compensation.

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.

c. All permanent employees shall be offered the opportunity to work standby prior to assigning a non-career employee to work a standby assignment.

19. TEMPORARY ASSIGNMENTS

Employees temporarily assigned to a higher classification for one or more complete shifts shall receive five percent (5%) above their regular rate of pay or an amount equal to the bottom step of the higher classification, whichever is greater, but not to exceed the maximum rate for the higher class for all time worked in the higher classification commencing with the first day of such work.

ARTICLE X OVERTIME AND CALL-OUT

20. OVERTIME

a. The City agrees that it will compensate employees for overtime at one and one-half ($1\frac{1}{2}$) times their regular rate of pay. When an employee is required to work in excess of a regular day work shift, or on scheduled days off, or on a recognized holiday, such work time shall be compensated as overtime.

b. Overtime compensation will be paid only when an employee works in excess of eight (8) hours in a regular workday and/or in excess of forty (40) hours in a regular workweek.

c. 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.

d. 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.

e. For the 1979-80 fiscal year, employees may accrue up to 80 hours of

compensating time off up to the pay period in which June 30, 1980 falls. 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 paycheck received by the employee following the pay period in which June 30, 1980 occurs.

f. For the period July 12, 1980 to January 9, 1981, employees may accrue up to 40 hours of compensating time off. All compensating time off not used by January 9, 1980 shall be paid to the employee in cash on or before February 3, 1981.

g. Effective January 10, 1981, and for each calendar year thereafter, 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.

21. CALL-OUT PAY

When employees in the Traffic Engineering Unit, who are on on-call status, are called out, they shall be entitled to a minimum of two (2) hours compensation for such call-out.

22. 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
SAFETY

23. 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. 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.

24. SAFE DRIVING INCENTIVE PROGRAM

The City agrees to continue the current safe driving incentive program for permanent employees.

ARTICLE XII
LAYOFF

25. PURPOSE

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

26. 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 present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top rate of pay (Step E) is greater than the top rate of pay (Step E) of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service rules, classification seniority shall be mutually established by the City and the Union.
- (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 the same or 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, except as provided in Section 27 c of this Article.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. The Regression Ladders for the Traffic Engineering Unit are as set forth below:

Traffic Control Foreman
 Traffic Control Maintenance Man III
 Traffic Control Maintenance Man II
 Traffic Control Maintenance Man I

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.

27. PROCEDURE

a. 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.

b. 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; the name of such employee may be restored to an eligible list in accordance with applicable Civil Service Rules. 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.

c. Any permanent employee who is to be laid off or displaced shall have the right to downgrade 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 is unable to downgrade to any job classification within the appropriate regression ladder, he/she shall be laid off.

d. An employee may accept a layoff in lieu of the opportunity to downgrade by written notification to the Department of Employee Relations within 48 hours 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.

e. 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, or by lowest random number in the event of a tie.

f. The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

28. NOTICE OF LAYOFF

In the event of layoff, the City shall send by certified mail 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.

29. 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 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. 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 City Code Sections 2.90, 2.91.

30. 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 total 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.

31. 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 layoff from that job classification. 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 status was held at the time of layoff or downgrade. Permanent employees who held probationary status in another job classification on the date of layoff shall be eligible to return to the job classification in which probationary status was held for a period of one (1) year from the date of layoff; but upon such return must serve the complete probationary period for such job classification.

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 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 minimum qualifications of the classification to which he/she is recalled. Any additional qualifications established during said employee's layoff shall be waived with regard to an employee holding recall rights to that job classification except as required by law. An employee who accepts recall shall receive all seniority to which he/she is entitled under Section 26 b of this Article.

32. GENERAL

The City or the Union shall have the right, at any time during the term of this Agreement, to initiate discussions between the parties as to possible alternatives to layoff. The City, however, retains the right to proceed with layoffs according to the procedures set forth in this Agreement at any time including, but not limited to that time, if any, during which an impasse on layoff alternatives is being resolved.

33. ALTERNATIVE LAYOFF REOPENER

a. The City and the Union agree that discrimination in employment due to race or sex is a subject of major mutual concern.

b. The parties will study possible different layoff procedures as a substitute for the seniority system set forth in this Agreement. The parties will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the unit. The study will be completed by no

later than June 1, 1981.

c. After completion of the study, the parties may reopen this Agreement for the purpose of negotiating a change to the seniority system. Either party may refuse to reopen this Agreement if the other party requests to reopen. Furthermore, if both parties agree to reopen but fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE XIII
MISCELLANEOUS

34. UNIFORMS

The City agrees to provide clean uniforms to employees in the Traffic Engineering Unit three days a week, (3-3-1), at no cost to the employee.

The City further agrees that for purposes of increased safety it will arrange to provide red-colored shirts to employees regularly working in streets.

35. 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.

36. 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 reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

37. TERM

a. This Agreement shall remain in full force and effect from June 28, 1980 to and including June 25, 1982.

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

DATED: June 24, 1980

Auto, Marine and Specialty Painters
Union No. 1176

City of Sacramento

BY: Ray Sesma
RAY SESMA
BUSINESS REPRESENTATIVE

BY: Steve Lakich
STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS