

APPROVED BY THE CITY COUNCIL

AUG 11 1987

OFFICE OF THE CITY CLERK

AG 87042

DEPARTMENT OF EMPLOYEE RELATIONS

CITY OF SACRAMENTO CALIFORNIA

801 NINTH STREET ROOM 105 SACRAMENTO, CA 95814-2693

August 11, 1987

916-449-5424

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 new three-year agreement covering 23 employees in the Traffic Engineering Unit for the period August 11, 1987 to June 29, 1990. The tentative agreement has been ratified by the Union membership. It is recommended that the City Council approve the attached tentative agreement. The major features of the tentative agreement are:

1. First Year

- a) Effective July 4, 1987, a 3% salary increase for all employees.
- b) Effective September 1, 1987, the City's monthly health and welfare contribution will increase by \$9.88, changing the City contribution from \$277.24 to \$287.12 per eligible employee. In addition, employees will be permitted to use the City insurance contribution to pay for the various City-sponsored insurance plans including deferred compensation. Any unused portion of the City's contribution will be applied to the employee's retirement contribution.
- c) Safety shoe reimbursement will be increased from a maximum of \$70 to \$80 per pair.
- d) The provisions of the existing City Code which affect terms and conditions of employment have been incorporated into the Agreement.
- e) The Sacramento City Employees' Retirement System and the insurance plans underwritten by the Travelers Companies are subject to contract reopeners.

2. Second Year

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

3. Third Year

- a) Effective July 2, 1989, salaries will increase based on the Consumer Price Index, but will not be less than 3% nor more than 7%.
- b) Effective July 1, 1989, the City's health and welfare contribution will increase by the same percentage change as the salary increase.

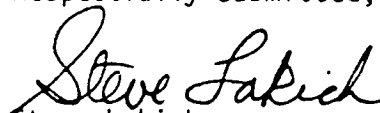
FINANCIAL IMPACT

The cost increase for Fiscal Year 1987-88 is estimated at \$35,100. The cost increase for Fiscal Year 1988-89 is estimated at a low of \$28,500 to a high of \$66,300. The cost increase for Fiscal Year 1989-90 is estimated at a low of \$29,200 to a high of \$70,600. All cost projections cover the increased City expenditures to the retirement systems, including the unfunded liability.

RECOMMENDATION

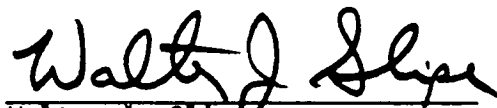
It is recommended that the City Council approve the attached agreement in the Traffic Engineering Unit.

Respectfully submitted,



Steve Lakich  
Director of Employee Relations

RECOMMENDATION APPROVED:



Walter J. Slips  
City Manager

August 11, 1987  
All Districts

Attachment

# RESOLUTION NO. 87-654

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

APPROVED  
BY THE CITY COUNCIL

AUGUST 11, 1987

AUG 11 1987

OFFICE OF THE  
CITY CLERK

A RESOLUTION ADOPTING AGREEMENT WITH  
AUTO, MARINE AND SPECIALTY PAINTERS, LOCAL 1176  
DATED AUGUST 11, 1987

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 Auto, Marine and Specialty Painters, Local 1176, the recognized employee organization for employees in the Traffic Engineering Unit as designated in said policy; and,

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Agreement entered into by them on August 11, 1987, which Agreement is attached hereto and made a part hereof; and,

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

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

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MAYOR

ATTEST:

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CITY CLERK

AGREEMENT

BETWEEN

AUTO MARINE AND SPECIALTY PAINTERS, LOCAL 1176

AND

CITY OF SACRAMENTO

1987-90

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## PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and the 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

a. 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.

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

## ARTICLE II 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 actions 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 (15th) 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/her 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/she has cause for grievance may contact his/her supervisor alone. An employee who believes he/she has cause for grievance may contact his/her supervisor with his/her 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/her designee, shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. This first step answer shall include the following:

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

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 the 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 thirty (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  
SALARY ADJUSTMENTS

13. 1987-88 SALARIES

Effective July 4, 1987, salary ranges in terms of bi-weekly rates of pay for classes represented by this Agreement, shall receive a three percent (3.0%) increase and are set forth in Exhibit A.

14. 1988-89 SALARIES

Effective July 2, 1988, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (All Urban Consumers) of the San Francisco/Oakland Metropolitan Area for the twelve (12) month period between March 1987 and March 1988; provided, however, said increase shall not be less than three percent (3%) nor more than seven percent (7%).

15. 1989-90 SALARIES

Effective July 1, 1989, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (All Urban Consumers) of the San Francisco/Oakland Metropolitan Area for the twelve (12) month period between March 1988 and March 1989; provided, however, said increase shall not be less than three percent (3%) nor more than seven percent (7%).

ARTICLE VII  
SALARY ADMINISTRATION

16. ORIGINAL APPOINTMENT COMPENSATION RATE

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

17.        ADVANCEMENT IN RATE OF COMPENSATION

a.    Advancement in Steps

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

b.    Denial of Step Increase and Reduction in Grade

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

c.    Effective Date of Step Increases

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

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

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

injury-on-duty time until July 4, 1986 and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986 because the period April 12, 1986 to July 4, 1986 is included in determining the salary step eligibility date.

- (3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.
- (4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.
- (5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

#### 18. EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

##### a. Movement to a Higher Classification

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

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

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

c. Movement to a Lower Classification

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

19. EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

20. RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

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

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

22. LONGEVITY PAY

a. Employee Eligibility

For the purpose of determining the year of employee eligibility for longevity pay as provided under Section 108 of the City Charter, only continuous full-time service shall be considered.



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

b. Payment After Eligibility

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

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

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

ARTICLE VIII  
HEALTH AND WELFARE

23. HEALTH AND WELFARE

a. Full-Time Career Employees

Effective September 1, 1987, the City agrees to make contributions up to \$287.12 per month 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. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively. In the first two (2) paydays in a calendar month, the City's contribution may also be applied toward deferred compensation. Any remaining unused portion of the City's contribution shall automatically be applied toward the employee's retirement contribution, up to the maximum of such retirement contribution, for that pay period. Eligible employees shall receive a City contribution for each such pay period if the employee is paid for one or more hours of salary. Employees who are paid less than one hour salary per payday may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment

of the full premiums of any insurance elected to be continued. All terms and conditions of medical, dental, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts. The use of the City contribution for the purchase of additional life insurance shall not exceed \$46,000 coverage.

b. Part-Time Career and Non-Career Employees

Effective September 1, 1987, the City agrees to make contributions up to \$287.12 per month, on either a 100% or 50% basis, for part-time career employees, and non-career (+1,040) employees, toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution. To be eligible for any City contribution under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the 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 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.

c. Effective July 1, 1988, the City shall increase the maximum monthly insurance contribution of \$287.12 in effect on September 1, 1987 by the same percentage increase applied to the salary ranges on July 2, 1988.

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

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

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

24. 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 Section 23(b) above.

ARTICLE IX  
LEAVES

25. HOLIDAY BENEFITS

a. The recognized holidays shall be the following days:

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

b. Eligibility

- (1) To be eligible for holiday pay, the employee shall work the last scheduled shift before and after the recognized holiday. Paid time on vacation, sick leave or compensating time off shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.
- (2) A part-time career employee or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

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

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

- (3) Notwithstanding any provision of this Section, non-career (-1,040) employees shall not receive recognized or floating holiday benefits.

c. Monday-Friday Schedule

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

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

d. Weekend Schedule

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

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall 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 recognized holiday shall receive holiday pay plus time and one-half compensation for working the holiday.

e. Holiday Credit

Employees may accumulate holiday credit up to a maximum of forty (40) hours. Holiday credit may be taken by the employee at the discretion of the Department Head.

f. Floating Holidays

(1) Accrual

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

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

(b) A part-time career employee or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = .923 hours accrual; 40-63.9 hours paid = .462 hours accrual; less than 40 hours paid = 0 hours accrual.

## (2) Administration

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

(b) An employee may carry-over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating holiday hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

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

## 26. VACATION ADMINISTRATION

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

## 27. SICK LEAVE

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

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

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

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

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

f. No payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

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

ARTICLE X  
SPECIAL ALLOWANCES

28. STANDBY ASSIGNMENTS

a. Employees who are required to remain on call for emergency work shall be paid \$126.00 per week, or the daily pro-rata rate, 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/her 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.

29. 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 classification for all time worked in the higher classification commencing with the first day of such work.

30. NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work five-eighths or more of their regular shift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated, therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for such hours.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

ARTICLE XI  
HOURS OF WORK

31. HOURS OF WORK

The work period for employees covered by this Agreement shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The normal workweek for full-time career employees shall consist of forty (40) hours of work during the seven (7) day work period.



ARTICLE XII  
OVERTIME AND CALL-OUT

32. OVERTIME

a. The City agrees that it will compensate employees for overtime at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of a regular day workshift 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 (1-1/2) the number of overtime hours worked. Any compensating time off must be approved by the employee's Department Head.

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

33. 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.

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-Classification Pay  
Night Shift Premium Pay  
Sick Leave Incentive Payouts  
Vacation Sell-Back

ARTICLE XIII  
SAFETY

35. 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 \$80.00 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.

#### ARTICLE XIV LAYOFF

#### 36. PURPOSE

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

#### 37. DEFINITIONS

##### a. Layoff

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

##### b. Seniority

- (1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's 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 reemployed 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 two (2) 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 38(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 ladder for the Traffic Engineering Unit is as set forth below:

Traffic Supervisor  
Senior Traffic Worker  
Traffic Leadworker  
Traffic Worker

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.

38. 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.

39. 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.

40. 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 Section 17 "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 classification less than that received in the lower classification, provided however, that upon subsequent placement in the classification 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 Exhibits A and A-1 to this Agreement.

41. 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 limited to the City's medical, life, and dental plans 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.

#### 42. 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. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification 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 two (2) 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 two (2) 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 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 37(b) of this Article.

43. 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.

44. ALTERNATE LAYOFF PROCEDURE

a. The City and the Union recognize that past discrimination may continue to deprive individuals of equal opportunity where individuals are laid off on the basis of seniority or rank on an eligible list for an entry-level classification. If, therefore, the City determines that a proposed layoff would under this Article reduce minority and/or female employment in the Unit, and minorities and/or females are under-utilized in the Unit (below 31 percent minority and/or 42 percent female), the City may then, subject to the procedure hereinafter set forth, layoff and recall Unit employees in a manner other than as set forth in this Article. In the event that the City wishes to invoke the alternative layoff procedure set forth in this Section, all of the following conditions must be met in each instance where layoffs may occur:

- (1) The City shall notify the Union, at least fifteen (15) calendar days prior to the planned layoff, that it intends to invoke the alternative layoff procedure; and
- (2) The City Council shall hold a public hearing, which hearing results in a finding that such past discrimination has occurred, or that there is another compelling governmental interest in invoking the alternative layoff procedure; and
- (3) The City Council further finds that implementation of the alternative layoff procedure serves the compelling governmental interest so determined, and is the least intrusive means of addressing and serving that interest.

b. In the event that all of the above requirements are satisfied, the City Council shall adopt, after the hearing specified above, an alternating layoff and recall ratio among the least senior members of the Unit.

ARTICLE XV  
MISCELLANEOUS

45. UNIFORMS

a. The City agrees to provide clean uniforms to employees in the Traffic Engineering Unit five days a week, (5-5-1), at no cost to the employee.

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

46. STRIKES AND LOCKOUTS

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

47. SAVINGS CLAUSE

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

48. DEFERRED LUMP SUM PAYMENT

An employee who retires from the City may request to defer the lump sum payment on vacation accumulation, holiday credit, and sick leave buy-out until the next calendar year after the date of retirement. Upon such request, the City will defer such lump sum payment to the month selected by the employee in the next calendar year. The amount of lump sum payment shall be the same as the employee would have received upon retirement and with no interest.

49. JURY DUTY

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

b. If a swing shift or graveyard shift employee who is scheduled to work an eight (8) hour shift has served in excess of four (4) hours on jury duty, he/she will notify his/her supervisor in advance of his/her start time so he/she can be excused from his/her shift. If the employee is on jury duty less than four (4) hours, he/she will be required to work.



c. To receive pay for work time 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 and subsistence allowance.

d. When a non-career employee who is regularly scheduled to work and is ordered to report for jury duty said employee shall be entitled to jury duty benefits in accord with the above-stated procedure.

#### 50. PERFORMANCE EVALUATIONS

At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for career and non-career employees.

#### 51. TRIAL PERIOD

a. An employee or a former employee appointed to a career classification as a non-career employee shall serve a trial period.

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

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

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

#### 52. RETIREMENT REOPENER

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

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

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

53. TERM

a. This Agreement shall remain in full force and effect from August 11, 1987 to and including June 29, 1990.

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

DATED: August 11, 1987.

Auto, Marine and Specialty Painters  
Union No. 1176

City of Sacramento

BY:

Ray Sesma J.H.  
RAY SESMA  
BUSINESS REPRESENTATIVE

BY:

Steve Lakich  
STEVE LAKICH  
DIRECTOR OF EMPLOYEE RELATIONS

BY:

Lupe G. Marnach  
LUPE G. MARNACH  
SENIOR EMPLOYEE RELATIONS  
REPRESENTATIVE

CITY OF SACRAMENTO  
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER 231R7000-H

1987-88 SALARY SCHEDULE

PROCESSING DATE 08/05/87

AUTO, MARINE AND SPECIALTY PAINTERS UNION NO. 1176

EMPLOYEE CLASSIFICATION CODE	TITLE	REP UNIT	SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES				
			STEP A	STEP B	STEP C	STEP D	STEP E
08003	SR TRAFFIC WORKER	08	1,965.25	2,063.53	2,166.67	2,275.00	2,388.71
			907.04	952.40	1,000.00	1,050.00	1,102.48
			11.338	11.905	12.500	13.125	13.781
08002	TRAFFIC LEADWORKER	08	1,870.96	1,969.56	2,062.84	2,165.97	2,274.31
			863.52	906.72	952.08	999.68	1,049.68
			10.794	11.334	11.901	12.496	13.121
08004	TRAFFIC SUPVR	08	2,161.12	2,269.11	2,382.69	2,501.72	2,626.87
			997.44	1,047.28	1,099.68	1,154.64	1,212.40
			12.468	13.091	13.746	14.433	15.155
08001	TRAFFIC WORKER	08	1,702.65	1,787.76	1,877.20	1,971.15	2,069.77
			785.84	825.12	866.40	909.76	955.28
			9.823	10.314	10.830	11.372	11.941

August 24, 1987

Auto Marine and Specialty Painters, Local 1176  
Attn: Ray Sesma, Business Representative  
8400 Enterprise Way, Room 124  
Oakland, CA 94621

Dear Gentlemen:

On August 11, 1987 the Sacramento City Council adopted a Resolution No. 87-654 authorizing the execution of City Agreement #87042, between Auto Marine and Speciality Painters, Local 1176 and the City of Sacramento for 1987-1990.

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

Sincerely,

LORRAINE MAGANA, CITY CLERK

ANNE MASON  
Assistant City Clerk

AM/cc/#37

Enclosure

cc: James Hutchinson, Local 1176 Shop Steward  
Employee Relations  
Risk Management