

City of
SACRAMENTO

and

**Sacramento City Exempt
Employees Association
(SCXEA)**

Labor Agreement

**Covering All Employees In The Exempt
Management, Exempt Management Support And
Confidential/Administrative Units**

2014-2018

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF SACRAMENTO, hereinafter referred to as the City, and the SACRAMENTO CITY EXEMPT EMPLOYEES ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the City and the Association and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The City hereby recognizes the Association as the exclusive bargaining agent for all employees in the Exempt Management, Exempt Management Support, and Confidential/Administrative Units, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Association on all matters within the scope of representation pertaining to the said employees as authorized by law.

1.2 EMPLOYEES COVERED BY THIS AGREEMENT

Any employee working in a job classification in the Exempt Management, Exempt Management Support, and Confidential/Administrative Units as defined in the [Employer-Employee Relations Policy](#) shall be covered by this Agreement except as hereinafter provided. An employee covered by this Agreement who accepts a temporary appointment to a classification not covered by this Agreement shall continue to be covered by this Agreement for a period of ninety (90) calendar days. Such temporary appointment shall be treated as an out-of-classification assignment. Similarly, a career employee not covered by this Agreement who accepts a temporary appointment to a classification covered by this Agreement shall not fall under the provisions of this Agreement for a period of ninety (90) calendar days. The City shall not make temporary appointments under this provision for the sole purpose of eroding the bargaining units represented by the Association.

1.3 DEFINITIONS

a. As used throughout this Agreement, the terms “Career Employee” and “Non-Career Employee” shall be given the same meaning as set forth in the Rules and Regulations of the Civil Service Board ([Civil Service Rules](#)).

b. As used throughout this Agreement, the term “Exempt Employee” shall mean employees filling classifications identified as exempt from the classified service [pursuant to the City Charter](#) and as identified in the Employer-Employee Relations Policy. Exempt employees are “at-will” employees serving at the pleasure of the Appointing Authority. Nothing in this Agreement shall be construed to be an express or implied

covenant or contract of continued employment, or to create a property right or tenure for any person appointed to positions that are exempt from the classified service. Consequently, just cause is not required for discipline and there are no appeal rights.

c. Eligibility for Benefit and Leave Accrual

- (1) Exempt, career, and non-career +1040 employees shall receive health benefits and leave accruals based on the full-time equivalent (FTE) of the budgeted authorized position (BAP) as follows:
 - (a) 0.8 FTE BAP or higher shall receive full benefits and leave accruals
 - (b) 0.5 up to a 0.79 FTE BAP shall receive one-half (1/2) of the benefits and leave accruals
 - (c) 0.49 or less FTE BAP shall not receive benefits or leave accruals
 - (d) Employees in less than a 0.8 FTE BAP but working thirty (30) or more hours per week shall receive health benefits consistent with the Patient Protection and Affordable Care Act.
- (2) Unless provided otherwise in this Agreement, non-career -1040 employees are not eligible for any health benefits or leave accruals.

d. City Service Seniority: City service seniority shall be calculated using each employee's cumulative employment with the City position. For a part-time employee, City seniority shall be prorated. The City shall provide an updated City service seniority list for all employees no later than December 31, 2015. Rehired employees may, prior to December 31, 2015, make a request to Human Resources that their prior employment be used to calculate their City service seniority. This use of prior employment for calculating the City service seniority for rehired employees shall not create a right to retroactive benefits.

e. Classification Seniority: Classification seniority shall be defined as the effective date of 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. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present job classification. For any employee whose position has been reallocated in accordance with the applicable Civil Service Board Rules and Regulations, classification seniority shall include all time in the prior classification. For a part-time employee, classification seniority shall be prorated. The City shall provide an updated seniority list for classification seniority no later than December 31, 2015.

f. Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

g. Seniority Adjustments: Classification seniority and City service seniority shall be reduced by any period not employed. There shall be no reduction for time spent on an approved unpaid leave of absence.

h. Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

- (1) Discharge
- (2) Retirement
- (3) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

ARTICLE 2 – SOLE AGREEMENT

2.1 SOLE AGREEMENT

a. This Agreement, when signed by the parties and approved by the City Council, supersedes all other Agreements between the parties and represents the sole agreement between the parties.

b. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained in this Agreement.

c. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 3 – CITY RIGHTS

3.1 RIGHTS VESTED EXCLUSIVELY WITH THE CITY

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement except as expressly modified in this Agreement. Unless specifically in conflict with this Agreement, all management rights shall remain vested exclusively with the City including the right to eliminate, contract or subcontract out functions or services performed by unit personnel.

3.2 FILLING VACANT POSITIONS

The City retains the sole and exclusive right to determine when and if a vacant position will be filled.

ARTICLE 4 – ASSOCIATION RIGHTS

4.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group insurance plans to which the City is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for: (1) the normal and regular monthly member dues and (2) the insurance premiums for City or Association plans, not to exceed (3) insurance deductions per member.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and the Association.
- (2) If for any reason an employee does not have sufficient funds due him/her to provide for the payment of any of the above payroll deductions after all other authorized or mandatory deductions or garnishments have been made, if any, no such sums shall be payroll deducted and the Association shall assume the duty of direct collection from the employee.
- (3) Deductions and authorizations shall be separated by type of deductions (Association membership or insurance premiums) and by payee.
- (4) Such deductions shall be made only upon submission to the Benefits Division, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Association.
- (5) The Association will be responsible for notifying the Director of Human Resources of any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City. Such notification shall be in the form of a letter signed by the authorized representative of the Association certifying the change in dues or insurance premiums.
- (6) The Association 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 premiums or other programs sponsored by the Association.

c. Dues deductions shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods each month.

d. Dues deduction cards received in Payroll by noon on the last day of a pay period will reflect a deduction on the check for that pay period. There shall be no collection of dues arrearages by the City.

e. The City will provide SCXEA a single dues check for all SCXEA units each pay period. Included with the check will be a report listing the employees enrolled and the amount the employees paid.

4.2 RELEASE TIME

a. The City shall develop forms and/or procedures for the creation of an Association release time bank.

b. Eligible SCXEA Executive Board members shall be allowed to use this leave to attend meetings with the City and for other Association activities not prohibited by law. Use of the leave bank shall be subject to the approval of SCXEA and the employee's supervisor.

c. Employees may donate up to forty (40) hours each year from accrued leave balances, excluding sick leave. Donations shall be irrevocable and not returnable to the donating employee. The maximum cumulative number of hours donated by all members shall not exceed one thousand and forty (1040) hours per calendar year. Any unused hours in the bank on December 31 shall be carried over into the next calendar year. The total amount of release time in the bank, including any carryover, shall at no time exceed one thousand and forty (1040) hours.

4.3 BULLETIN BOARDS

The City shall provide bulletin boards at work locations mutually agreed upon with the Association for posting Association information, notices and communications. The board size shall be no larger than three (3) feet by four (4) feet unless agreed to otherwise by the parties.

4.4 LIST OF EMPLOYEES

The Association will be given a list of employees each month, by name and department, who have been appointed to classifications represented by the Association. The list will be made available in a timely manner after the first of each month.

4.5 USE OF CITY EMAIL

a. The Association shall have reasonable use of the City's electronic mail system (email) for communicating with its members and with the City. Members of the Association shall have reasonable use of the City email system to contact the Association and its members. Use of the email system is subject to provisions of the City's Information Technology Resource Policy (API#30).

b. The Association shall have the right to reasonable use of the City's existing internal mail system to contact its members.

c. The City shall not be held responsible for untimely or lost communications.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 PURPOSE

The City and Association recognize the desirability of establishing an orderly, systematic, and efficient procedure through which an employee may resolve concerns arising out of the interpretation and application of the express terms of this Agreement, and shall exclude matters for which there are established and applicable Civil Service Board appeals processes.

5.2 PROCEDURE

a. The City and the Association agree to implement the following grievance procedure. The grievance procedure shall be used to process and resolve disputes arising under this Agreement except to the extent that the City Charter, or rules of the Civil Service Board, vests jurisdiction elsewhere. The purpose of this procedure is to resolve issues informally at the appropriate level, and to provide an orderly procedure for reviewing and resolving disputes promptly.

b. No matter shall be considered as a dispute under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance is based. The thirty (30) day time limit for filing for a grievance may be extended with the mutual agreement of the parties. Time limits at each step may be waived by mutual agreement of the parties.

5.3 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Association 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 Association, 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 Board Rules and Regulations of the City unless waived by such employee.

5.4 STEP ONE

a. An employee who believes he/she has cause for grievance may contact the Association and his/her supervisor. If, after discussion with the supervisor, the employee does not feel the issue has been resolved, the dispute shall be reduced to a written appeal, signed by the employee or his/her representative.

b. The written appeal shall include a statement indicating the dispute raised by the employee, and cite to section(s) of this Agreement at issue. The appeal shall also include a description of the remedy or correction requested of the City.

c. The employee's manager or designee shall provide a written response to the appeal within five (5) workdays from the time he/she receives the appeal. The response from the manager or designee shall include a statement of the City's position and the facts upon which it is based, and the remedy or correction which has been offered, if any.

5.5 STEP TWO

If the employee or Association determines that the City's first step response is not satisfactory, an appeal to the second step must be made within five (5) workdays. The second step meeting will be held within ten (10) workdays of the second step appeal. The Association representative and a designated City representative will meet in an effort to resolve the matter. The City's response to the second step appeal will be made within ten (10) workdays after the closure of the meeting.

5.6 ARBITRATION

a. If the Association determines that the City's second step response is not satisfactory, the Association may appeal the dispute to arbitration. The request for arbitration must be given in writing to the City representative within thirty (30) workdays from the date of the second step response.

b. An arbitrator may be selected by mutual agreement between the Association and the City. Should the parties fail to agree on an arbitrator they shall make a joint request to the State Mediation and Conciliation Service for a list of five (5) or more 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.

c. It is understood that the arbitrator will only interpret the 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 Association and employee.

d. The fees of the arbitrator and any court reporter will be borne equally by the Association and the City.

5.7 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent in attendance at a meeting or arbitration hearing held pursuant hereto. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable, and that best efforts will be made to schedule the witnesses to avoid unnecessary time waiting to testify.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARIES

a. 2015-2016

- (1) Effective August 22, 2015, all salary steps for non-safety classifications in the Exempt Management and Exempt Management Support units shall be adjusted by three percent (3%). One percent (1%) of the increase is intended to be an offset for classic employees paying a one percent (1%) cost-share of the employer's portion of the PERS retirement plan as set forth in Article 9.1, Public Employees Retirement System (PERS) Retirement Plan. If this PERS cost-share is not approved by a vote of the SCXEA membership, the one percent (1%) cost-share will remain in the City's PERS account.
- (2) Effective August 22, 2015, all salary steps for classifications in the Confidential/Administrative unit shall be adjusted by five percent (5%). One percent (1%) of the increase is intended to be an offset for classic employees paying a one percent (1%) cost-share of the employer's portion of the PERS retirement plan as set forth in Article 9.1, Public Employees Retirement System (PERS) Retirement Plan. If this PERS cost-share is not approved by a vote of the SCXEA membership, the one percent (1%) cost-share will remain in the City's PERS account. Two percent (2%) of the increase is intended to be an offset for all Confidential/Administrative employees contributing two percent (2%) to the City-sponsored IRS Section 401(a) plan as set forth in Article 9.3, Section 401(a) Money Purchase Plan.
- (3) Effective August 22, 2015, all salary steps for classification in the PERS safety category shall be adjusted by five percent (5%). Three percent (3%) of this increase is an offset for classic employees paying a three percent (3%) cost-share of the employer's portion of PERS retirement plan as set forth in Article 9.1, Public Employees Retirement System (PERS) Retirement Plan. If this PERS cost-share is not approved by a vote of the

SCXEA membership, the three percent (3%) cost-share will remain in the City's PERS account.

b. 2016-2017

Effective June 25, 2016, all salary steps shall be adjusted by two percent (2%).

c. 2017-2018

Effective June 24, 2017, all salary steps shall be adjusted by two percent (2%).

ARTICLE 7 – SALARY ADMINISTRATION

7.1 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

An employee who is recalled after layoff or reinstated after a leave of absence shall return at the same rate of pay unless such rate is below the minimum of the classification salary range.

7.2 SALARY CONTINUATION FOR ABSENCES FOR LESS THAN ONE WORK DAY

For FLSA-exempt employees, except as otherwise provided by City policy or practice, for partial day absences a salaried employee shall be charged leave for each whole hour of absence if the absence results in the employee working less than forty (40) hours in the week. If there is no accrued, useable leave, that employee's pay shall be reduced in an amount equal to the employee's hourly rate of pay for each whole hour of the absence.

7.3 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY UPON COMPENSATION

Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the pay adjustment eligibility during a rating period. Such leaves in excess of ten (10) consecutive working days may affect eligibility during a rating period at the discretion of the Appointing Authority.

7.4 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in [Section 108 of the City Charter](#). The amount of payment after twenty (20) years of service shall be one hundred dollars (\$100), and after twenty-five (25) years of service, an additional two hundred dollars (\$200), for a total of three hundred dollars (\$300). The parties acknowledge that Longevity Pay is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding Longevity Pay.

7.5 OUT-OF-CLASSIFICATION PAY

If a supervisor assigns an employee to perform the full range of duties of a higher classification, the employee shall receive out-of-classification pay up to a maximum of ten percent (10%) above the employee's rate of pay, or the maximum salary of the higher classification where there is not a ten percent (10%) differential between the classifications. A department head may approve out-of-classification pay greater than ten percent (10%) with written justification and approval by the appropriate Charter Officer.

7.6 EFFECTIVE DATE OF SALARY INCREASES/PAYROLL CHANGES

All payroll changes shall be effective on the first day of the bi-weekly pay period following the date the employee became eligible for, or subject to, the change. Each bi-weekly pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the second week.

7.7 SALARY STEP ADVANCEMENT

Effective August 8, 2015, employees shall be covered by a step advancement process as follows:

- a. The salary range for each classification, unless otherwise adjusted by the parties, shall be applied as a twelve (12) step range with the current maximum set as Step 12.
- b. The range differential shall be two and one-half (2-1/2%) percent between steps.
- c. Except as otherwise provided in this Section, employees shall be eligible to advance to the next step on the pay period following the anniversary date of their appointment to their current classification.
- d. Employees occupying classifications of Police Captains and Police Lieutenants prior to August 6, 2015, shall be eligible to advance to the next step on the pay period following January 1 of each year that they continuously occupy that classification.
- e. For calendar year 2015 only, employees who have an anniversary date between July 1 and September 5, shall receive a step increase effective September 5, 2015. Each year thereafter, these employees shall be eligible for a step increase on the pay period following their anniversary date.
- f. Steps may be accelerated or withheld by the Appointing Authority based on each employee's documented performance in the employee's classification.

7.8 DATE OF STEP INCREASE ON EXTENSION OF PROBATIONARY PERIOD

For Civil Service employees, if the probationary period is extended in excess of thirty (30) consecutive calendar days due to light duty, sick leave, leave without pay, or injury-on-duty time, the employee's first salary step increase will be delayed for a period consistent with the extension. If the employee completes the probationary period the increase shall be implemented retroactively to the date when it was originally due.

7.9 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a higher classification is when an employee moves from one classification to another which has a higher salary range, and the employee shall receive an increase at least equal to five percent (5%) or the minimum of the new range, up to the maximum rate of the higher classification.

b. Movement to another position in the same classification or a classification with the same salary range means that the employee shall maintain the same salary and same anniversary date unless the Appointing Authority authorizes an increase.

c. Movement to a lower classification is when an employee's position is reallocated to a classification with a lower salary range, and the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. When an employee voluntarily demotes, he/she shall remain at the same salary, or the top of the new salary range, whichever is less.

7.10 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of the employees in the classification shall be adjusted consistent with the change, except that the Appointing Authority may withhold the increase based on documented performance issues. In cases where the increase is withheld, the employee shall retain the current anniversary date for further step increases within the new range.

7.11 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

If a former employee is reemployed or rehired, the employee may receive any salary in the classification range. The anniversary date for subsequent salary adjustments shall be twelve (12) months from the date of reemployment or rehire until the maximum of the salary range is reached.

7.12 RATES HIGHER THAN TOP OF THE RANGE (Y-RATE)

Whenever the salary of an employee is above the maximum of the salary range for the classification, such salary shall be designated as a "Y-rate." Upon promotion to a higher classification, the employee shall receive a five percent (5%) minimum increase, not to exceed the top of the new range.

ARTICLE 8 – HEALTH AND WELFARE

8.1 CITY INSURANCE CONTRIBUTION TO FULL AND PART-TIME EMPLOYEES

a. The City shall administer a Cafeteria Plan benefits program for employees consistent with [Internal Revenue Code Section 125](#).

- (1) Effective January 1, 2015, the City shall contribute \$721 monthly for a single employee enrolled in a City-sponsored health insurance plan.
- (2) Effective January 1, 2014, the City shall contribute \$883 monthly for an employee plus one (1) dependent enrolled in a City-sponsored health insurance plan.
- (3) Effective January 1, 2014, the City shall contribute \$1,243 monthly for an employee plus two (2) or more dependents enrolled in a City-sponsored health insurance plan.
- (4) If, after the date of adoption of this Agreement, any recognized employee organization bargains for, and receives, an increase to the City contribution that exceeds the amounts indicated above, the City contribution will be increased to the amount received by the other employee organization. This section does not apply to increases provided for in any agreement entered into prior to the adoption of this Agreement.

b. For employees enrolled in an Account-Based Health Plan (ABHP), as defined by the City, the contributions shall be as specified above. To the extent that the premium for the ABHP is less than the monthly City contribution, any excess City contribution shall be credited to the employee's Health Savings Account (HSA) to the extent allowed by law. If the excess contribution exceeds the annual HSA limit allowed by law, the employee will receive a cash payment for the excess contribution.

8.2 COVERED DEPENDENTS

a. An employee who has established a domestic partnership consistent with Sacramento City Code Section 2.120.020 may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage.

b. An employee who has a domestic partner, and is registered with the [Secretary of State of the State of California](#), may cover the domestic partner and/or the domestic partner's children as qualified dependents under Section 8.1.

c. The definition of dependent child for purposes of health insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall be as outlined in certificates of coverage and related insurance contracts. As of the date of this

Agreement, that definition includes an adult child up to age 26, grandchildren living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

8.3 CASH-BACK LIMITS

a. The cash-back of City dollars from the IRS Section 125 Plan shall be limited to \$200 per month for employees who waive enrollment in a City-sponsored group health plan.

b. New employees or employees who are not receiving the cash-back as of June 30, 2012, shall not be eligible for the cash-back option.

c. Employees transferring to classifications covered by this Agreement who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

8.4 LIFE INSURANCE

a. Basic Life Insurance

The City will provide basic life insurance in an amount of \$50,000 to each eligible employee at no charge. This benefit shall not be prorated for part-time employees.

b. Insurance Over \$50,000

Employees may purchase out-of-pocket supplemental life insurance in the amount of up to three (3) times annual salary subject to limitations specified by the insurance carrier.

8.5 LONG-TERM DISABILITY

Employees in the Exempt Management and Exempt Management Support Units shall receive City-paid long-term disability insurance.

8.6 STATE DISABILITY INSURANCE (SDI) ELECTION

At the request of the Association, the Exempt Management, Exempt Management Support and Confidential/Administrative Units may each participate in an election to enroll in the SDI program. Such election will be held pursuant to the regulations of the State of California.

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) program to employees as permitted by Internal Revenue Service Regulations.

8.8 RETIREE HEALTH SAVINGS ACCOUNT (RHSA)

No later than October 1, 2015, the City shall establish Retiree Health Savings Accounts (RHSA) for employees covered by this Agreement as follows:

a. For employees hired on or after August 8, 2015, the employee shall contribute two percent (2%) of salary per pay period to an individual RHSA.

b. For employees hired prior to August 8, 2015, the employee shall contribute twenty-five dollars (\$25) per pay period to an individual RHSA.

c. Employee contributions to the RHSA will be mandatory for each group. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan documents for both groups of employees shall allow employee withdrawals of their RHSA upon separation from the City, subject only to those restrictions in the Internal Revenue Code (IRC) or other applicable law.

d. If the contributions collectively made by the City and the employee to any health benefits provided pursuant to this Agreement result in the imposition of the excise tax commonly called the "Cadillac Tax" (imposed on excess contributions pursuant to the Patient Protection and Affordable Care Act), the parties shall meet and confer regarding options to avoid, reduce, or eliminate any payment of the Cadillac Tax.

8.9 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City retiree insurance contributions for health, dental, and vision insurance benefits as follows:

a. Retiree Insurance Contribution

The City retiree insurance contribution will be up to a maximum of \$300 per month for the retiree or \$365 for a retiree with dependent(s).

b. Retiree Insurance Contributions for Employees Retiring On or After July 1, 1992, are as follows:

- (1) Except as provided below, to be eligible for the City retiree insurance contribution for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.
- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's retiree insurance contribution effective with the date of retirement without regard to age.
- (3) The City's retiree insurance contribution shall be as follows:

- (a) Employees with a minimum of ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to receive fifty percent (50%) of the City's retiree insurance contribution identified in subsection (a) above.
- (b) Employees with a minimum fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to receive seventy-five percent (75%) of the City's retiree insurance contribution identified in subsection (a) above.
- (c) Employees with a minimum of twenty (20) full years of service shall be eligible to receive one hundred percent (100%) of the City's retiree insurance contribution identified in (a) above.
- (4) There shall be no eligibility for the City's retiree insurance contribution if the employee elects to take a deferred retirement.
- (5) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.

c. Retiree Insurance Contributions for Persons in Deferred Retirement Status as of January 1, 1991, are as follows:

- (1) Employees who elected a deferred retirement prior to January 1, 1991, and who retired on or after July 1, 1992, and before June 29, 2012, shall be eligible for the City's retiree insurance contribution as follows:
 - (a) A retiree with at least ten (10) full years of City service, and who is at least fifty (50) years of age, shall be eligible for fifty percent (50%) of the City's retiree insurance contribution as identified in subsection (a) above.
 - (b) A retiree with twenty (20) full years or more of City service, and who is at least fifty (50) years of age, shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection (a) above.
- (2) Employees who elected a deferred retirement prior to January 1, 1991, and did not retire on or before June 29, 2012, shall not be eligible for the City's retiree insurance contribution.

d. Retirees Enrolled in a Non City-Sponsored Health Plan

Retirees may elect to participate in a City-sponsored health plan or purchase an individual plan. A retiree who participates in a health plan not sponsored by the City for two consecutive plan years shall not be eligible to reenroll in a City-sponsored health

plan except in the event of closure or repeal of the Patient Protection and Affordable Care Act.

e. Retiree Insurance Contribution Exclusion

Retirees who participate in another group health plan as an employee or dependent spouse shall not be eligible for the City contribution as outlined above.

f. Industrial Disability or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in the line of duty survivors will be entitled to one hundred percent (100%) of the City retiree insurance contribution regardless of years of service.

g. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount as the employee was eligible to at the time of death.

h. Medicare Supplement

In order to maintain eligibility for the City retiree insurance contribution, each eligible retiree and dependent must enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.

i. Limitation Clause

No employee or retiree shall have any rights provided by this Section after June 22, 2018.

j. Elimination of Retirees or Survivor Dependents Benefits

No employee hired on or after June 30, 2012, shall be eligible for any benefits provided by this Section. Employees transferring into classifications covered by this Agreement after June 30, 2012, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer.

ARTICLE 9 – RETIREMENT

9.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) RETIREMENT PLAN

a. Member Contribution to PERS Retirement Plan – Classic Members

- (1) Effective June 30, 2012, police safety employees and miscellaneous employees shall pay the full member contribution, 9% and 7% respectively, to the PERS retirement plan.

- (2) Effective January 1, 2013, fire safety employees shall pay, as a cost share, the 9.81% value of the employer share of PERS. The City shall pay up to nine percent (9%) of the member contribution to the PERS retirement plan on behalf of fire safety employees. The City's payments to the member contribution shall be reported to PERS as additional compensation for the purpose of retirement benefit calculations to the extent allowed by law.
- (3) Effective August 22, 2015:
 - (a) Fire safety employees shall pay twelve percent (12%) of salary to the employer share of PERS. The parties will seek to amend the PERS contract to reflect a new cost-share agreement, in which fire safety classic member shall, from the date of the amendment, pay the twelve percent (12%) of the employer contribution as a PERS cost-share. If this PERS cost-share is not approved by a vote of the fire safety bargaining unit employees, the twelve percent (12%) cost-share will remain in the City's account.
 - (b) Police safety employees shall pay twelve percent (12%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which police safety classic members shall, from the date of the amendment, pay a nine percent (9%) employee contribution and three percent (3%) of the employer contribution through PERS cost-share. If this PERS cost-share is not approved by a vote of the police safety bargaining unit employees, the three percent (3%) cost-share will remain in the City's account.
 - (c) Miscellaneous employees shall pay eight percent (8%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which miscellaneous members shall, from the date of amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share. If this PERS cost-share is not approved by a vote of the miscellaneous bargaining unit employees, the one percent (1%) cost-share will remain in the City's account.

b. Member Contribution to PERS Retirement Plan – New Members

Employees hired after December 31, 2012, shall be members in the PERS on terms consistent with the Public Employees' Pension Reform Act (PEPRA). Employees

who are “new members” shall contribute fifty percent (50%) of the total normal cost as required by PEPR.A.

9.2 DEFERRED COMPENSATION PLAN

Employees may participate in the City's Deferred Compensation 457 Plan to the extent provided by law.

9.3 SECTION 401(a) MONEY PURCHASE PLAN

The City’s established IRS Section 401(a) Plans shall be available to eligible employees and participation for eligible employees shall be mandatory. The Plans shall conform to all IRS requirements. Contributions to the Plan shall be as follows:

a. Exempt Management Unit

The City shall contribute four percent (4%) of salary and the employee shall contribute five percent (5%) to the Plan.

b. Exempt Management Support Unit

Effective June 28, 2014, the City shall contribute four percent (4%) of salary and the employee shall contribute five percent (5%) to the Plan.

c. Confidential/Administrative Unit

Effective August 22, 2015, the City shall contribute two percent (2%) of salary and the employee shall contribute two percent (2%) to the Plan.

ARTICLE 10 – HOURS OF WORK

10.1 HOURS OF EMPLOYMENT

a. The normal work period for employees shall begin at 12:01 a.m. Saturday and end at 12:00 midnight the following Friday.

b. The normal workweek for full-time employees who are covered by the overtime provisions of the Fair Labor Standards Act (FLSA) shall consist of forty (40) hours of work during the seven (7) day normal work period.

c. The normal workweek shall not apply to employees exempt from the overtime provisions of the FLSA. These employees are expected to work whatever time is required to perform the duties of their positions.

d. The workweek for part-time employees shall be determined by the Appointing Authority.

10.2 VOLUNTARY WORK FURLOUGH PROGRAM

The City's Voluntary Work Furlough/Reduced Workweek Program shall be applicable to all employees. The benefit plan of eligible employees shall not be reduced or prorated by participation in such work reductions.

10.3 TELECOMMUTING PROGRAM

Confidential/Administrative employees may participate, at the discretion of the Appointing Authority, in the City's Telecommuting Program.

10.4 ALTERNATIVE WORK SCHEDULE PROGRAM

Employees may participate, at the sole discretion of the Appointing Authority, in an alternative work schedule program such as 9/80 or 4/10 schedules. Employee participation in an alternative work schedule program shall be dependent on employee performance, shall not disrupt department operations, and may require a change in the employee's workweek or work period at the City's discretion.

10.5 EMERGENCY RESPONSE BY FIRE MANAGEMENT

When a Fire Assistant Chief is required to respond to a call for mutual aid during an emergency or disaster, or a strike team, and works in excess of the employee's regular work schedule, the employee shall be paid at the regular hourly rate from time of dispatch until time returned.

10.6 EMERGENCY RESPONSE BY POLICE MANAGEMENT

When a Police Lieutenant or a Police Captain is required to respond to a call for mutual aid, during an emergency or disaster, and works in excess of the employee's regular work schedule, the employee shall be paid at the regular hourly rate for the duration of the call-up.

10.7 POLICE LIEUTENANT COVERAGE

When a Police Lieutenant is required to work for another Lieutenant during the employee's scheduled time off, the employee shall be paid at the regular hourly rate for all hours worked on the additional shift.

ARTICLE 11 – OVERTIME COMPENSATION

11.1 OVERTIME COMPENSATION FOR FLSA COVERED EMPLOYEES

a. Effective June 29, 2013, overtime shall be paid in accordance with the FLSA and employees shall be compensated for such overtime with pay at one and one-half (1-1/2) times the applicable rate of pay in cash payment or compensating time off (CTO) as determined by the Appointing Authority.

b. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

c. The use of accrued CTO shall be at the discretion of the Appointing Authority. Employees who request use of accrued CTO shall be permitted to use such time within a reasonable period after making the request if the use of CTO does not unduly disrupt the operations of the work unit.

d. Upon termination from City service, employees shall be paid for any unused CTO hours at the applicable rate of pay.

11.2 OVERTIME FOR NON-CAREER EMPLOYEES

a. Non-career employees who are required to work in excess of forty (40) hours per week shall be compensated for such overtime with pay at one and one-half (1-1/2) times the applicable rate of pay in cash payment.

b. The Appointing Authority may establish a flexible work schedule consisting of more than an eight (8) hour day in a forty (40) hour workweek.

11.3 STANDBY ASSIGNMENTS

a. An employee who is required to remain on call for emergency work shall be paid \$210 per week, or the daily pro rata rate of \$30, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at their straight time base rate of pay, or time and one-half their base rate of pay consistent with Article 11.1.

b. Employees who are issued a City cell phone, laptop and/or pager are not on standby unless assigned by their supervisor to do so.

c. If an employee is assigned to standby and receives telephone contacts, and is engaged in a problem resolution which exceeds fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater. Additional calls within the two-hour period are covered under that minimum time.

ARTICLE 12 – LEAVES

12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

Unless provided otherwise in this Article, the accrual of all leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.

12.2 HOLIDAYS

a. Recognized Holidays

Except as otherwise provided, the following shall be recognized holidays:

<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
Cesar Chavez's Birthday	Last Monday in March
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	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. Eligibility

To be eligible for holiday pay, the employee shall work the scheduled workday before and after the recognized holiday. Paid time shall be considered hours worked for the purpose of holiday pay eligibility.

c. Holiday Observance Monday-Friday Schedule (Traditional Work 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.

d. Holiday Observance For Employees on a 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.

e. Holiday Observance For Employees on an Alternative Schedule

If an employee is on an alternative Monday through Friday schedule and a recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit.

f. Exempt Employee Holiday Accrual

Exempt management and exempt management support employees, other than Police Lieutenants and Captains, who are required by their supervisors to work on a holiday shall receive Holiday Earned Credit for those hours actually worked on a holiday up to a maximum of eight (8) hours for a full holiday or four (4) hours for a half holiday.

g. Floating Holidays

(1) Accrual

Each full-time employee shall accrue sixteen (16) hours of floating holiday per year at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

(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. There shall be no cash out of floating holiday hours.

h. Closure of Operations on Half Holidays

The Association recognizes the right of the City to close operations on Christmas Eve or New Year's Eve. If operations are closed on a designated half holiday, employees are expected to account for their time by using an appropriate form of paid leave or unpaid time off consistent with City policy.

i. Holiday Hours for Police Captains and Police Lieutenants

Police Captains and Police Lieutenants regularly scheduled to work on a recognized holiday shall receive holiday credit for the hours worked on the holiday. Holiday credit accumulations shall be limited to a maximum carry-over of forty (40) hours from the preceding calendar year. Effective the pay period which includes January 8 of each year, earned holiday hours in excess of forty (40) shall be paid to the employee in cash at the employee's regular rate of pay for that pay period, unless an exception is authorized by the City Manager under appropriate circumstances.

j. Holiday Earned Credit Accumulation

Employees may accumulate holiday earned credit up to a maximum of eighty (80) hours. Holiday earned credit may be taken by the employee at the discretion of the department head.

12.3 VACATION

a. Employees shall be entitled to vacation allowances pursuant to the provisions of [Section 107 of the City Charter](#). The parties acknowledge that vacation is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding vacation. Based on length of City service, the accrued annual vacation allowances shall be as follows:

<u>Annual Vacation Allowance</u>	<u>Length of Service</u>
10 days	to 5 years
15 days	to 15 years
20 days	16 or more years

b. Vacation allowance administration shall be in accordance with the Civil Service Rules, unless an exception is authorized by the City Manager under appropriate circumstances. Employees may accumulate up to a cap of 480 vacation hours. Once the cap is reached, there shall be no further accrual until the balance falls below 480 hours.

12.4 MANAGEMENT LEAVE TIME

a. Employees exempt from the overtime provisions of the FLSA shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week.

b. Employees determined by the City to be exempt from the overtime provisions of the FLSA shall be credited with eighty (80) hours of management leave time each fiscal year. Such time will be posted the first pay period in July. Employees appointed after July 1 of a fiscal year shall be entitled to a prorata share of management leave time based upon the number of full months remaining in that fiscal year. Management leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.

c. Management leave time shall not accumulate from fiscal year to fiscal year. Employees may cash out forty (40) hours of management leave time each fiscal year.

12.5 ADMINISTRATIVE LEAVE TIME

a. Confidential/Administrative (non-Exempt) employees shall be credited with forty-four (44) hours and Confidential/Administrative (Exempt) employees shall be credited with fifty-two (52) hours of administrative leave time each fiscal year. Such time will be posted the first pay period in July. Confidential/Administrative employees hired after July 1 of a fiscal year shall be entitled to a prorata share of administrative leave time based upon the number of full months remaining in that fiscal year. Administrative leave time shall be useable upon being credited, subject to the approval of the immediate supervisor.

b. Administrative leave time shall not accumulate from fiscal year to fiscal year. Employees may cash out forty (40) hours of administrative leave time each fiscal year.

12.6 SICK LEAVE

a. Accrual and Usage

- (1) A full-time employee shall accrue sick leave credits at the rate of eight (8) hours per month, which may be used by the employee in the event of illness or injury which is not job-related. As outlined in the Civil Service Rules, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave shall not exceed one hundred percent (100%) of the employee's regular rate of pay.
- (2) An employee eligible to accumulate sick leave credits may in January of each year receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31 immediately preceding the date for payment, a total of at least sixty (60) sick leave days (480 hours) 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.
- (3) An eligible employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than December 1 of each year.

b. Sick Leave Cash-Out/Conversion to PERS Service Credit

(1) PERS

- (a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit as follows:
- (i) Eligible employees, or persons entitled by law to the possession of the estate of a deceased employee, may receive payment for thirty-three and one-third percent (33-1/3%) of the sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death.
 - (ii) In the alternative, eligible employees may convert any or all of their total sick leave credits accrued as of the date of their retirement pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment for thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.
- (b) PERS members hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment for retirement.
- (c) No employee whose services are terminated by reason of discharge for cause shall be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

Upon termination of any employee in SCERS eligible to accumulate sick leave credits for reasons of retirement, resignation and/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) years of service, shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

An 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, if otherwise eligible, 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.

d. Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

e. The administration of sick leave privileges and benefits shall be applied to all employees as outlined in the Civil Service Rules.

12.7 INJURY-ON-DUTY

a. Employees shall receive injury in the performance of duty benefits consistent with [Section 253 of the City Charter](#). The parties acknowledge that injury in the performance of duty benefits are provided for in the City of Sacramento Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement.

b. If the employee qualifies for temporary disability benefits after exhausting the one-year leave of absence for workplace injuries described in Charter Section 253, the employee may use accrued leave balances to replace any loss of income. The employee may use full or partial days of leave for this purpose, but in no event shall the cumulative amount received from temporary disability payments and the use of leave balances exceed the hourly rate of pay of the employee as of the date of injury.

12.8 COURT LEAVE

a. When an employee is absent from work to testify in response to a properly served subpoena issued by a court of competent jurisdiction in a non-work-related matter to which the employee is not a party, 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 for jury duty and remain on the job until such time as called to testify or serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the court or jury commissioner and the City will be responsible to ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.

b. If a swing shift or graveyard shift employee has served in excess of one-half the scheduled shift in court or on jury duty, the employee will notify the supervisor in

advance of the start time so he/she will be excused from the shift. If the employee is in court or on jury duty less than one half the shift, the employee will be required to work.

c. In lieu of the shift after service on court leave, a graveyard shift employee may request to take off the shift prior to court leave, provided that if the employee serves less than one-half of the shift, he/she will be required to use vacation or other leave accruals to cover the shift.

d. 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 witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.

e. The City reserves the right to require the employee to reimburse the City for all witness fees or jury remuneration received, less transportation and subsistence allowance.

12.9 CITY-PAID PARENTAL LEAVE

Pursuant to the City's Parental Leave Policy, full-time employees who have completed at least three (3) years of City service from the most recent date of hire are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160) hours] of continuous paid time off.

12.10 CATASTROPHIC LEAVE PLAN

Employees are entitled to catastrophic leave pursuant to the City's Catastrophic Leave Policy.

12.11 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of City service shall be credited with twenty-four (24) hours of personal leave in January of each applicable year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

b. Use of personal leave shall not cause overtime.

c. Personal leave shall not accumulate from year to year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the Department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.12 MEDICAL LEAVE

a. Employees shall be eligible for the federal Family Medical Leave Act (FMLA), state California Family Rights Act (CFRA), the Pregnancy Disability Leave Act (PDL) consistent with City Policy.

b. The duration of FMLA/CFRA leave cannot exceed twelve weeks. The employee must use their accrued leave during the FMLA/CFRA leave, except that they may retain up to forty (40) hours of accrued leave at the time leave without pay commences. The employee may not then resume paid leave until after returning to work.

c. To the extent allowed by law, FMLA/CFRA leaves shall be used concurrently.

12.13 CITY-PAID BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid Bereavement Leave based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as outlined in the Civil Service Rules for additional time off or to attend to other death, bereavement or funeral needs.

ARTICLE 13 – SPECIAL ALLOWANCES

13.1 POLICE AND FIRE UNIFORM ALLOWANCE

a. Safety management personnel employed in the Police Department shall receive a uniform allowance equal to, and on the same terms and conditions as, the uniform allowance granted to employees in the Police Department Unit.

b. Safety management personnel employed in the Fire Department shall receive a uniform allowance equal to, and on the same terms and conditions as, the uniform allowance granted to employees in the Fire Department Unit.

c. Civilian managers of the Police Department shall receive a uniform allowance equal to the highest uniform allowance granted to the represented employees whom they manage.

13.2 TUITION REIMBURSEMENT

Employees are entitled to tuition reimbursement pursuant to the Educational Assistance Program as referenced in the City's Employee Development Policy.

13.3 STATE OF CALIFORNIA BAR DUES

The actual cost of mandatory State Bar dues shall be paid for employees in attorney classifications in the City Attorney's Office. In the sole discretion of the City

Attorney, the City Attorney may approve reimbursement, from the budget of the employing department, for other licensed City employee attorneys whose legal skills and abilities represent a significant benefit to the City. The City Attorney may authorize such reimbursement after the paying department has produced documentation showing payment was made by the employee receiving the reimbursement.

13.4 REQUIRED LICENSES AND CERTIFICATIONS

Where the City requires that an employee maintain a license and/or certification, the Department Head or designee may, on a case-by-case basis, reimburse the employee for costs associated with the renewal of such license. This Section shall not apply to driver's licenses.

13.5 CONTINUING EDUCATION

When the City requires that an employee maintain a license or certificate, which mandates continuing education units (CEUs) to maintain the license or certificate, the employee is responsible for obtaining the CEUs. The City may provide the needed CEUs or reimburse the employee for the cost of such training.

13.6 BILINGUAL PAY

a. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay.

b. Bilingual pay shall be paid at the rate of forty dollars (\$40) monthly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operations.

13.7 TECHNOLOGY ALLOWANCE

a. If the City requires an Exempt Management or Exempt Management Support employee to be generally accessible via cellular telephone for the conduct of City-related business, the City shall either provide a technology allowance or a City-issued cellular phone in lieu of a technology allowance in accordance with the provisions of this Section.

b. Exempt Management and Exempt Management Support employees may be authorized a monthly technology allowance of up to one-hundred dollars (\$100). At the discretion of the Appointing Authority, or as delegated by the City Manager to a department head, the City may provide a City-issued cellular phone in lieu of a technology allowance. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.

c. Upon approval of the technology allowance, the employee shall provide and maintain a personal cellular telephone and service that is available to conduct City-related business. The employee shall provide and the City may publish the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.

13.8 NOTARY PAY

A Confidential/Administrative employee who is required to maintain, or who obtains for City benefit, a notary registration shall receive a monthly certification pay of thirty dollars (\$30).

ARTICLE 14 – TRANSPORTATION

14.1 TRANSPORTATION AND PARKING

a. Transportation Allowances

(1) Reimbursement for Use of Privately-Owned Vehicles

- (i) The City Manager/Charter Officers may offer up to \$250 per month as reimbursement for the use of privately-owned vehicles on City business as compensation in lieu of the use of City vehicles on City business for Division Managers.
- (ii) The City Manager/Charter Officers may offer up to \$175 per month as reimbursement for the use of privately-owned vehicles on City business as compensation in lieu of the use of City vehicles on City business for Professional Level employees in the Exempt Management or Exempt Management Support Units.
- (iii) With the authorization of the City Manager/Charter Officers, Confidential/Administrative employees may receive up to \$100 per month as reimbursement for the use of privately-owned vehicles with or without City-provided parking.
- (iv) Employees receiving a vehicle allowance prior to June 16, 2014, may continue to receive the amount of that reimbursement, even if in excess of the limits set above.
- (v) Employees receiving less than \$250 in monthly vehicle allowance may receive out-of-town mileage reimbursement. Reimbursement for out-of-town travel shall be at the general mileage reimbursement rate (minus 25 miles for individuals receiving a monthly vehicle allowance) or comparable coach airfare, whichever is lower.

Any vehicle operated on City business by any employee receiving a monthly vehicle allowance shall be insured against liability in persons and property, including wrongful death, in an amount no less than the minimum State of California required vehicle coverage for bodily injury and property damage. The monthly vehicle allowance shall be in lieu of the payment of all mileage, except for out-of-county travel on official business of the City, and in lieu of the use of City-owned vehicles.

(2) Sacramento Regional Transit District (SRTD)

Full-time employees who utilize SRTD for home-to-work transportation are eligible to receive an eighty percent (80%) City-paid SRTD monthly non-zone sticker pass in lieu of the City-paid parking. The employee must notify the Department of Finance, Revenue Division, prior to the first day of the month to obtain the monthly pass discount for that month. An employee who receives a reimbursement for use of a privately-owned vehicle shall not be eligible for benefits under this Section.

(3) Other Public Transportation

Eligible full-time employees, as described above, who regularly utilize other public transportation regulated by the Public Utilities Commission or the equivalent for home-to-work commuting are eligible for monthly transit pass reimbursement up to eighty percent (80%) of the cost in lieu of City-paid parking, up to a maximum of \$120.00. The employee must present the required proof of purchase to the Department of Finance, Revenue Division, prior to the first day of the following month to obtain reimbursement. An employee who receives a reimbursement for use of a privately-owned vehicle shall not be eligible for benefits under this Section.

(4) Downtown Parking Subsidy for Employees Assigned Downtown

Eligible full-time Confidential/Administrative employees, who work in the downtown area, shall receive a \$90.00 per month downtown parking subsidy. Part-time career confidential/ administrative employees who work in the downtown area shall receive \$60.00 per month downtown parking subsidy.

b. City-Provided Parking

Exempt Management and Exempt Management Support employees shall receive City-provided parking. At the discretion of the City, Exempt Confidential/Administrative employees are eligible for City-provided parking.

c. Discounted Parking Rates

Discounted parking will be available to Confidential/Administrative employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage at a cost of seventy percent (70%) of the regular Memorial Garage monthly rate. This provision shall remain in effect until further notice by the City.

d. City Vehicle Retention

The City Manager/Charter Officers may authorize overnight home retention of City vehicles for public safety assignments, on-call assignments, and other special or emergency assignments.

ARTICLE 15 – LAYOFF FOR CIVIL SERVICE EMPLOYEES

15.1 PURPOSE

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

15.2 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 non-career employees; second, all probationary employees in the order of their classification seniority; and, third, permanent career employees in the order of their classification seniority, beginning with the employee with the least such seniority. In the event that 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.

b. Any non-career 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 has not held 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.

c. A career employee with permanent status who is to be laid off or displaced has the right to downgrade:

- (1) Within the department, to a classification within the series in which the employee's classification falls;

- (2) Within the department to a Unit 10 classification in which the employee previously held permanent status;
- (3) Within the department as allowed by the Local 39 labor agreements, in descending order, to a Local 39 classification in which the employee previously held permanent status, provided a vacancy exists;
- (4) Outside the department to a classification not represented by Local 39 in which the employee previously held permanent status, provided a vacancy exists.
- (5) Where employees are displaced as a result of downgrade pursuant to 15.2 (c)(1) or (c)(2), non-career employees in such lower classification with the least City service seniority shall be displaced first. If there are no non-career employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither non-career nor probationary employees in the lower classification, the permanent career employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority.

d. An employee may accept layoff in lieu of the opportunity to downgrade by providing written notification to the City within forty-eight (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 within the department from which the employee was laid off.

15.3 NOTICE OF LAYOFF

Notice of Layoff shall be sent by certified mail to all affected employee(s). Such notice shall be postmarked at least thirty (30) calendar days in advance of the effective date of layoff and mailed to the employee's address in the City's payroll system, and shall be deemed appropriate notice.

15.4 SALARY IN EVENT OF DOWNGRADE

a. An employee who is downgraded pursuant to this Article shall be paid in the new classification the salary step closest to that received immediately prior to the downgrade providing that there is no increase in pay.

b. If appointed in the lower classification at other than top step, future salary step adjustment shall be made in accordance with Section 7.7 "Salary Step Advancement" with time served in the higher classification applied toward salary step advancement.

c. Upon recall the employee shall be placed at the salary step which the employee occupied prior to the layoff, However, an employee who is recalled from a downgraded position shall be placed at the salary step closest to that occupied in the

downgraded position at the time of recall, or the prior step in the higher classification, whichever is greater.

d. Upon recall, the anniversary date for future step adjustments shall be the date of recall to the classification.

15.5 EMPLOYEE ON IOD STATUS

An employee who is on injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work, however the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

15.6 FRINGE BENEFITS

Upon layoff, employees shall be paid for accrued leave balances and similar benefits, as applicable. Employees being recalled shall have the uncompensated portion of their sick leave balance restored. However, only those sick leave hours accrued after recall shall be applied to any subsequent sick leave payoff.

15.7 RECALL

a. When a vacancy exists and employees are to be recalled to a job classification, the laid-off or downgraded employee(s) eligible to return to that job classification, within the department, shall be recalled based on most classification seniority. 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. Non-career employees shall have no recall rights.

b. Permanent career employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown in the City's payroll system. 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.

15.8 GENERAL

a. A seniority list shall be made available free of cost to the Association on the first working day in September of each year, and after review with the Association, said list shall be posted by each Department and copies made available for ready inspection.

b. The City shall immediately provide the Association the recall list of those employees who have been laid off.

c. The City or the Association 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.

d. A grievance filed regarding this Article shall be submitted directly to the second level of the procedure as set forth in Article 5.

ARTICLE 16 – LAYOFF FOR NON-CIVIL SERVICE EMPLOYEES

16.1 PROCEDURE

a. The City shall give consideration to the length of service with the City when making layoff and termination decisions related to budgetary position reductions for non-classified employees; however, nothing in this provision shall require the City to make layoff or termination decisions based on length of service with the City.

b. If the employee holds career status in a Civil Service classification, he/she may return to that department and classification pursuant to Civil Service Board Rule 10.8.

16.2 NOTICE OF LAYOFF

Notice of Layoff shall be sent by certified mail to all affected employee(s). Such notice shall be postmarked at least thirty (30) calendar days in advance of the effective date of layoff and mailed to the employee's address in the City's payroll system, and shall be deemed appropriate notice.

16.3 EMPLOYEE ON IOD STATUS

An employee who is on injury-on-duty status on the date of layoff notice shall not be laid off or downgraded until the employee returns to work, however the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

16.4 GENERAL

a. An anniversary date shall be made available free of cost to the Association on the first working day in September of each year, and after review with the Association, shall be the controlling document regarding such dates.

b. Non-Civil Service employees shall, upon layoff, and at their request, be placed on an interview list to fill vacancies as they may arise. The department with a vacancy shall be notified of the interview list and will consider the employee for an interview. An employee shall notify Human Resources within five (5) business days of the layoff date of their request to be placed on the interview list for a period of one (1) year from the date of layoff. The City shall immediately provide the Association with the list of those employees who have requested to be placed on the interview list.

c. The City or the Association 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.

d. Except for the right to return to the prior classification as provided in Civil Service Board Rule 10.8, this Article shall not be subject to the grievance procedure as set forth in Article 5.

ARTICLE 17 – DISCIPLINE

17.1 DISCIPLINE

Discipline for employees in the classified service shall be applied in accordance with Rule 12 of the Civil Service Rules.

17.2 LETTER OF REPRIMAND

a. A letter of reprimand issued to a civil service employee shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of Human Resources. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting.

b. A letter of reprimand will be withdrawn from an employee's official personnel file two (2) years from the date of issue, provided there has not been additional formal discipline imposed during the two-year period. This Section 16.2(b) shall also apply to Exempt Management and Exempt Management Support employees.

17.3 RELEASE TIME FOR DISCIPLINE HEARINGS

Employees shall not suffer a loss of compensation for time spent testifying as a witness in a City of Sacramento disciplinary hearing.

17.4 WITHDRAWAL OF APPEAL

The employee may withdraw the appeal at any time after it has been filed and before the Civil Service Board has determined the matter. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee's mailing address as shown in the City's payroll system.

ARTICLE 18 – MISCELLANEOUS

18.1 CIVIL SERVICE RULES

In the event that any Civil Service Rule is in conflict with this Agreement, the Agreement shall control.

18.2 SAVINGS CLAUSE

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

18.3 NEW OR REVISED JOB CLASSIFICATIONS

It is recognized that the establishment of new or revised job classifications within the Units covered by this Agreement may be warranted because of changes in job content or services offered by the City. When changes are necessary, the City shall prepare and submit to the Association the proposed descriptions for such job classifications.

a. Civil Service Classifications

- (1) For civil service classifications the City will provide proposed job classifications to the Association not less than fifteen (15) days prior to submission to the Civil Service Board.
- (2) The Association and the City shall meet prior to submission of the proposed descriptions to the Civil Service Board and shall make every reasonable effort to reach agreement on a joint proposal to the Civil Service Board.

b. Non-Civil Service Classifications

- (1) For non-civil service classifications the City will provide proposed job classifications to the Association not less than fifteen (15) days prior to changes by the Department of Human Resources.
- (2) The Association and the City shall meet prior to approval of the proposed descriptions by the Department of Human Resources.

18.4 STAFF AIDE POSITIONS

The classification of Staff Aide may be used when a classification is needed either pending establishment of a regular classification or a position is funded for a limited time and no appropriate classification exists. A person may be appointed to such classification for a maximum period of twelve (12) months. The salary range shall be established by the Human Resources Director.

18.5 MODIFIED/ALTERNATIVE DUTY POLICY

The City's Modified/Alternative Duty Policy shall be applicable to eligible employees who have been injured on-the-job.

18.6 OFF-DUTY EMPLOYMENT

a. Exempt Management, Exempt Management Support, Exempt Confidential/Administrative (exempt) employees shall not engage in any other employment, work, profession, business or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is inimical to the most effective performance of the mission of City management or the best interests of the City.

b. employees shall not accept any off-duty employment without the express consent, in advance, of the City Manager/Charter Officer or designated representative.

c. An employee shall not work:

- (1) In any employment which will tend to bring discredit upon City management, or which is detrimental to City goals, or which will reduce an individual's efficiency or usefulness as a City employee.
- (2) In any employment requiring an affiliation, membership or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the City or the public interest.
- (3) In any employment for any other municipality or political subdivision of the state or federal government except by express permission of the City Manager/Charter Officer.
- (4) In any off-duty position while on sick leave or injured-on-duty status.

d. An employee may request authorization for off-duty employment by forwarding a letter of request to his/her department head. The letter should provide details concerning the type of employment, expected duration of employment, and the employer's name.

e. The department head will notify each employee of action taken on the request for off-duty employment by indicating such action on the letter of request and returning it to the individual. A copy of the letter will be retained in the office of the department head.

f. Authorization for off-duty employment may be revoked by the department head at any time it has been determined that the provisions of this Section have not been followed. The department head will notify the employee, by letter, of actions taken to revoke previous authorization for off-duty employment.

18.7 TIME OFF FOR EXAMINATIONS

If a request is made by an employee, such employee shall be released from duty without loss of compensation while competing in City examinations and interviews. When possible, the employee must give the immediate supervisor at least three (3) working days' advance notice. Employees shall not be compensated for examination and interview time which occurs during non-duty hours.

18.8 PAYROLL ERRORS

a. In the event an error has been made, including but not limited to the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, and give written notice to the employee.

b. In the event an employee received an overpayment, the City and employee shall agree upon a repayment schedule utilizing one, or a combination of, the following elements:

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from available accrued leave balances except sick leave equivalent to the overpayment at the employee's current hourly rate;
- (3) A repayment schedule through payroll deduction; and/or
- (4) Other means, as may be mutually agreed between the parties.

c. No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

d. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two (2) years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

18.9 RETIREE COURT APPEARANCE FEES

A retired City employee who is subpoenaed to appear in court on behalf of the City in his or her capacity as a former City employee shall receive a court appearance fee if the employee reports at the time specified for his or her particular testimony regardless of whether the employee is ultimately required to testify. The court appearance fee shall be one hundred twenty-five dollars (\$125) for a full day or seventy-five dollars (\$75) for a half day, which is defined as four (4) hours or less. Nothing herein shall serve to establish an

employment relationship for any purpose, including, but not limited to, employee benefits, reimbursements, compensation, court cancellation fee, or any other rights.

18.10 TERM

a. This Agreement shall remain in full force and effect from August 6, 2015, to and including June 22, 2018.

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

c. The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect until its expiration date of December 31, 2015.

DATED: August 6, 2015

SACRAMENTO CITY EXEMPT
EMPLOYEES ASSOCIATION

BY: 
Dee Contreras
SCXEA Chief Negotiator


Janice Conerly-Coleman
SCXEA President


James Beezley
Negotiating Committee Member


Barbara Brenner
Negotiating Committee Member


Lori Gay
Negotiating Committee Member

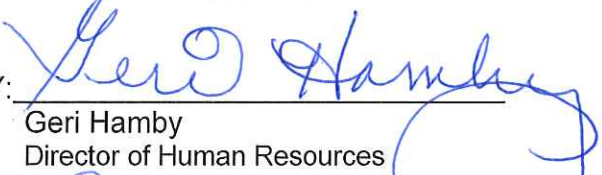

Murray Levison
Negotiating Committee Member


Lindsey Mendoza
Negotiating Committee Member


Marc Robles
Negotiating Committee Member

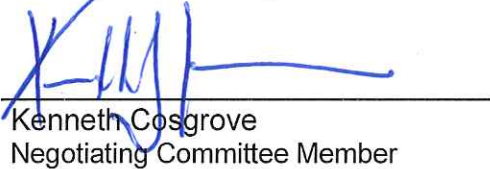

King Tunson
Negotiating Committee Member

CITY OF SACRAMENTO

BY: 
Geri Hamby
Director of Human Resources


Shelley Banks-Robinson
Labor Relations Manager


Julie Patton
Labor Relations Analyst


Kenneth Cosgrove
Negotiating Committee Member

Approved as to form:

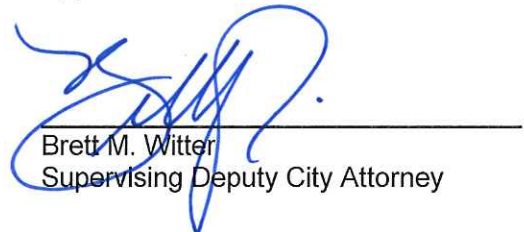

Brett M. Witter
Supervising Deputy City Attorney

Exhibit A



October 20, 2014

Janice Conerly-Coleman
Sacramento City Exempt Employees Association
P.O. Box 340940
Sacramento, CA 95834

RE: Agreement Regarding Account-Based Health Plan (ABHP)

Dear Janice:

This is to confirm the agreement reached between the City of Sacramento ("City") and the Sacramento City Exempt Employees Association ("SCXEA") regarding amendments to the existing Letter of Understanding dated September 26, 2013, between the parties covering employees in the SCXEA (Bargaining Units # 01, 10, 14) regarding ABHP.

Specifically, the agreement is as follows:

1. **ABHP (Combination of a High-Deductible Health Plan and a Health Savings Account (HSA))**
 - a. Employees who enroll for the first time in an ABHP no later than December 31, 2014, shall have their HSA credited with a one-time City contribution of \$2,000 on or before January 31, 2015. The City contribution will be made only to employees who have never received the City contribution of \$2,000
 - b. Employees who experience a Qualifying Life Event in 2015 who enroll for the first time in an ABHP within thirty (30) days of the effective date of the Qualifying Life Event, shall have their HSA credited with a one-time City contribution of \$2,000 no later than thirty (30) days after enrollment. The City contribution will be made only to employees who have never received the City contribution of \$2,000.
 - c. New employees hired in 2015 who enroll in an ABHP upon their hiring shall have their HSA credited with a one-time City contribution of \$2,000 no later than thirty (30) days after enrollment.
 - d. To the extent that the premium for the ABHP is less than the City health and welfare contributions (City contribution) outlined in Section One, Item 5 of the MOU, any remaining City contribution shall be credited to the employee's HSA, to the extent allowed by law. If the excess contribution exceeds the annual HSA

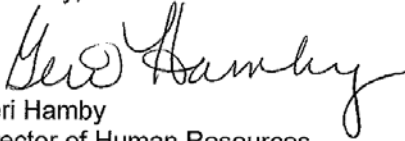
Labor Relations Division
Main: (916) 808-5424, Fax: (916) 808-8110
915 I Street, Historic City Hall, Suite 106
Sacramento, CA 95814-2604

limit allowed by law, the employee will receive cash payment for the excess contribution.

2. This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the City of Sacramento except as expressly stated herein.
3. This agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.

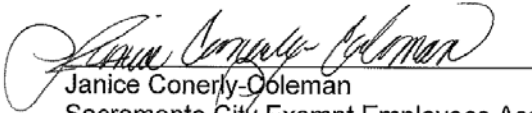
If this is your understanding of the agreement reached, please sign and date as indicated below and return one original to Labor Relations. I have enclosed an additional original for your files.

Sincerely,



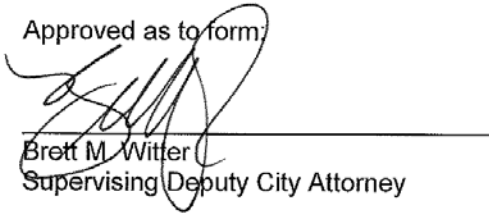
Gerri Hamby
Director of Human Resources

AGREED TO:



Janice Conerly-Coleman
Sacramento City Exempt Employees Association

Approved as to form:



Brett M. Witter
Supervising Deputy City Attorney