

City of SACRAMENTO

and



Labor Agreement

Covering.....

2014-2017

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
PREAMBLE	1
ARTICLE 1 – RECOGNITION.....	1
1.1 RECOGNITION	1
ARTICLE 2 – CITY RIGHTS	1
2.1 CITY RIGHTS.....	1
ARTICLE 3 – SPOA RIGHTS	1
3.1 PAYROLL DEDUCTIONS	1
3.2 SWORN AND CIVILIAN EMPLOYEE RIGHTS	2
3.3 RELEASE TIME	3
3.4 ACCESS TO NEW EMPLOYEES	4
ARTICLE 4 – GRIEVANCE PROCEDURE	4
4.1 PURPOSE	4
4.2 DEFINITIONS.....	5
4.3 STEP ONE	5
4.4 STEP TWO.....	6
4.5 STEP THREE	6
4.6 ARBITRATION	6
4.7 TIME LIMITS	7
4.8 WITNESSES	7
ARTICLE 5 – SALARY ADJUSTMENTS.....	7
5.1 2014-2015 SALARIES.....	7
5.2 2015-2016 SALARIES.....	7
5.3 2016-2017 SALARIES.....	7
ARTICLE 6 – SALARY ADMINISTRATION	8
6.1 ORIGINAL APPOINTMENT COMPENSATION RATE	8
6.2 ADVANCEMENT IN RATE OF COMPENSATION	8
6.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION	10
6.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION	10
6.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE	10
6.6 RATES HIGHER THAN THE TOP STEP (Y-RATE).....	11
6.7 LONGEVITY PAY	11
ARTICLE 7 – HEALTH AND WELFARE	11
7.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES.....	11
7.2 CONTRIBUTION TO NON-CAREER EMPLOYEES	11
7.3 AMOUNT OF CONTRIBUTION FOR EMPLOYEES ENROLLED IN A CITY-SPONSORED HEALTH PLAN.....	12
7.4 COVERED DEPENDENTS	13
7.5 CASH-BACK LIMITS	13
7.6 LIFE INSURANCE	14
7.7 FLEXIBLE SPENDING ACCOUNTS.....	14
7.8 RETIREE HEALTH SAVINGS ACCOUNT.....	14
7.9 RETIREE OR SURVIVOR DEPENDENTS.....	14

ARTICLE 8 – SWORN HOURS OF WORK	17
8.1 HOURS OF WORK	17
8.2 4/10 WORK SCHEDULE.....	17
8.3 FLEXIBLE HOURS.....	18
8.4 FURLOUGH/REDUCED WORKWEEK.....	18
8.5 PART-TIME OPTION FOR EMPLOYEES	19
ARTICLE 9 – OVERTIME	22
9.1 SWORN OVERTIME COMPENSATION.....	22
9.2 COURT OVERTIME	22
9.3 TELEPHONE STANDBY TIME	23
9.4 TELEPHONE OVERTIME.....	23
9.5 CANCELLATION OF APPEARANCES.....	24
9.6 MISCELLANEOUS APPEARANCES.....	24
9.7 CALL-BACK.....	25
9.8 SHIFT CHANGE NOTICE	25
ARTICLE 10 – SWORN SPECIAL ALLOWANCES.....	25
10.1 UNIFORMS	25
10.2 ON-CALL	25
10.3 AD & D INSURANCE	26
10.4 SWORN OUT-OF-CLASSIFICATION PAY	26
10.5 DETECTIVE PAY	26
10.6 TRAINING OFFICER PAY	27
10.7 CANINE OFFICER COMPENSATION.....	27
10.8 VEST VOUCHERS.....	28
ARTICLE 11 – SPECIAL POLICE PROGRAMS	28
11.1 POLICE PROFESSIONAL ACHIEVEMENT PROGRAM	28
ARTICLE 12 – PHYSICAL FITNESS	28
12.1 PHYSICAL FITNESS PROGRAM.....	28
12.2 ON-DUTY WORKOUT TIME.....	29
ARTICLE 13 – LEAVES.....	29
13.1 HOLIDAY BENEFIT.....	29
13.2 SICK LEAVE.....	30
13.3 VACATION ADMINISTRATION	31
13.4 PREGNANCY DISABILITY LEAVE.....	32
13.5 CATASTROPHIC LEAVE PLAN	32
13.6 COURT LEAVE	34
13.7 PERSONAL LEAVE	34
13.8 BEREAVEMENT	35
13.9 BENEFITS FOR LATERAL HIRE POLICE OFFICERS	35
13.10 BENEFITS FOR REHIRE POLICE OFFICERS	35
ARTICLE 14 – SENIORITY.....	36
14.1 SENIORITY DEFINED	36
14.2 SENIORITY APPLICATION	37
ARTICLE 15 – SWORN TRANSFERS AND ASSIGNMENTS.....	38
15.1 TRANSFER POLICY.....	38
15.2 BIENNIAL PATROL DIVISION SIGN-UP.....	38
15.3 FILLING VACANCIES IN PATROL	39
15.4 POSTING OUTSIDE OF PATROL AND SPECIALTY ASSIGNMENTS IN PATROL.....	40
15.5 ROTATION IN OFFICE OF INVESTIGATIONS AND SPECIALTY UNITS	41

ARTICLE 16 – LAYOFF	41
16.1 PURPOSE	41
16.2 DEFINITIONS	41
16.3 PROCEDURE	42
16.4 FRINGE BENEFITS	43
16.5 RECALL	44
16.6 POLICE-RELATED OFF-DUTY EMPLOYMENT	44
ARTICLE 17 – POLICE-RELATED OFF-DUTY EMPLOYMENT	45
17.1 SUPPLEMENTAL OUTSIDE EMPLOYMENT	45
17.2 OFF-DUTY POLICE OFFICERS ASSIGNED TO CITY-SPONSORED EVENTS	46
ARTICLE 18 – DISPATCHERS	47
18.1 AGREEMENT APPLICABILITY	47
18.2 OVERTIME DEFINED	48
18.3 4/10 WORK SCHEDULE	49
18.4 REST PERIODS	49
18.5 OUT-OF-CLASSIFICATION PAY	49
18.6 SHIFT BIDS AND ASSIGNMENTS	50
18.7 UNIFORMS	51
18.8 CONTRACTING OUT	51
18.9 COMMUNICATIONS TRAINING OFFICER PAY	51
18.10 NIGHT-SHIFT PREMIUM PAY	52
18.11 INCENTIVES	52
18.12 P.O.S.T. INCENTIVE	53
18.13 BENEFITS FOR LATERAL HIRE DISPATCHER II/III	53
18.14 BENEFITS FOR REHIRE DISPATCHER II/III	53
18.15 USE OF FITNESS CENTER FOR DISPATCHERS	54
18.16 RESERVE DISPATCHERS	55
ARTICLE 19 – COMMUNITY SERVICE OFFICER	55
19.1 AGREEMENT APPLICABILITY	55
19.2 OVERTIME DEFINED	57
19.3 LUNCH PERIOD	57
19.4 SHIFT BID AND ASSIGNMENT	57
19.5 VACATION SCHEDULING	58
19.6 UNIFORMS	58
19.7 INCENTIVES	58
19.8 NON-CAREER (LIMITED-TERM) COMMUNITY SERVICE OFFICERS	58
ARTICLE 20 – PARK SAFETY RANGER	59
20.1 AGREEMENT APPLICABILITY	59
20.2 HOURS OF WORK	61
20.3 PART-TIME OPTION FOR RANGERS	61
20.4 OVERTIME	61
20.5 SHIFT AND VACATION BID AND FILLING VACANCIES	62
20.6 UNIFORMS	63
20.7 VEST VOUCHERS	63
20.8 INCENTIVES	64
20.9 OUT-OF-CLASSIFICATION PAY	64
20.10 TRAINING OFFICER PAY	65
20.11 LAYOFFS, RECALLS AND SENIORITY	65
20.12 APPEAL OF FORMAL DISCIPLINE ABOVE A LETTER OF REPRIMAND	66
ARTICLE 21 – DRIVER LICENSE, REGIONAL TRANSIT MONTHLY PASS, AND PARKING	66
21.1 DRIVER LICENSE REQUIREMENTS	66

21.2	REGIONAL TRANSIT MONTHLY PASS	66
21.3	EMPLOYEE PARKING.....	67
21.4	DISCOUNTED PARKING RATE	67
21.5	DOWNTOWN PARKING SUBSIDY	67
ARTICLE 22 – DISCIPLINE		67
22.1	IN-LIEU DISCIPLINE PROGRAM	67
22.2	LETTER OF REPRIMAND	67
22.3	APPEALS OF FORMAL DISCIPLINE ABOVE A LETTER OF REPRIMAND	68
22.4	SUSPENSIONS AND PAY REDUCTIONS.....	69
22.5	DOCUMENTED COUNSELING.....	70
ARTICLE 23 – RETIREMENT		70
23.1	CIVILIAN PERS RETIREMENT PLAN AND CONTRIBUTION.....	70
23.2	SWORN PERS RETIREMENT PLAN	71
ARTICLE 24 – MISCELLANEOUS.....		72
24.1	NON-DISCRIMINATION.....	72
24.2	SAFETY EQUIPMENT	73
24.3	REPAIR OR REPLACEMENT OF DAMAGED UNIFORM ITEMS AND PERSONAL PROPERTY	73
24.4	LIGHT DUTY POLICY	73
24.5	MEDICAL EXAMINATIONS	74
24.6	INCORPORATION OF PREVIOUS AGREEMENTS	74
24.7	SAVINGS CLAUSE	74
24.8	STRIKES AND LOCKOUTS.....	74
24.9	PAYROLL ERRORS.....	74
24.10	TUITION REIMBURSEMENT	75
24.11	BILINGUAL PAY.....	75
24.12	SAFETY ADVISORY COMMITTEE	75
24.13	TIME OFF FOR EXAMINATIONS.....	76
24.14	EMPLOYEE PERFORMANCE EVALUATIONS	76
24.15	TECHNOLOGY ALLOWANCE.....	77
24.16	EQUESTRIAN UNIT	77
24.17	RESERVE OFFICERS	78
24.18	TERM.....	80
EXHIBIT A – CANINE HANDLER AGREEMENT		83
EXHIBIT B – CITY WORK LOCATIONS		85
EXHIBIT C – REPAIR OR REPLACEMENT FOR DAMAGED PERSONAL PROPERTY.....		86
EXHIBIT D – EQUESTRIAN RIDER AGREEMENT		88
EXHIBIT E – CONTINUING LETTERS OF UNDERSTANDING (LOUs)		90

PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and SACRAMENTO POLICE OFFICERS ASSOCIATION, hereinafter referred to as the ASSOCIATION, has as its purpose the promotion of harmonious labor relations between the City and the Association, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The City hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Police Department Unit, as defined in the City's Employer-Employee Relations Policy. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation pertaining to the said employees as provided under the City's Employer-Employee Relations Policy and authorized by law.

ARTICLE 2 – CITY RIGHTS

2.1 CITY RIGHTS

The City retains the exclusive right, among others, in accordance with and subject to applicable laws, civil service and other regulations, and the provisions of this Agreement, (a) to direct employees of the Police Department; (b) to hire, promote, transfer and assign employees in positions within the Department consistent with applicable classification specifications; (c) to dismiss employees because of lack of work or for other reasonable cause; (d) to reprimand, demote, suspend or discharge employees for proper cause; (e) to determine the mission of the Department, its budget, its organization, the number of employees, and the methods and technology of performing its work; and (f) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 3 – SPOA RIGHTS

3.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Association for: (1) the normal and regular monthly

Association membership dues; and (2) monthly insurance premiums for plans sponsored by the City or the Association, not to exceed three (3) insurance deductions per member, including other Association-sponsored programs.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Association.
- (2) 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.
- (3) The Association will be responsible for submitting to the Benefits Division the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.
- (4) 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 or other programs sponsored by the Association.
- (5) The City will remit to the Association a check for all of the deductions.

3.2 SWORN AND CIVILIAN EMPLOYEE RIGHTS

a. The parties mutually agree to recognize the following paragraphs as a statement of employees' rights and incorporate them into the Internal Affairs (IA) investigation process as follows:

When an employee is notified that he/she shall be subject to an IA interview, he/she shall be informed whether he/she is a witness or a principal. The employee shall normally be notified of the nature of the investigation no later than the day before the interview. The employee, whether called as a witness or principal, shall be afforded the opportunity, at his/her request, to obtain an attorney/representative and have him/her present during the interview. If alleged misconduct could result in a criminal prosecution, the employee shall be afforded the opportunity to contact an attorney and have him/her present during the criminal interrogation.

To the extent possible, employee investigative interviews shall be conducted at a time that is consistent with the employee's work schedule. Except for emergency situations, every effort shall be made to schedule employee investigative interviews during

the employee's normal work hours, or during the normal daytime hours of operation for Internal Affairs Section (IAS).

All employee interviews are to be conducted consistent with rights and privileges secured under the Constitution of the United States. Except for emergency situations, employee investigative interviews shall be performed at the Sacramento Police Department.

The length of employee investigative interviews shall be of a reasonable duration. Furthermore, the employee shall be entitled to a reasonable number of break periods for the purposes of personal hygiene, telephone calls and meals.

b. After IAS has received a complaint against an officer, such officer shall be advised of his/her rights, per California Government Code Section 3300 et seq. (Public Safety Officers Procedural Bill of Rights), prior to any statement or interview being taken pertaining to such investigation.

c. No employee shall have any comment adverse to his/her interest entered in his/her City or Office departmental personnel file without the employee having first read and signed the instrument containing the adverse comment indicating he/she is aware that such comment is being placed in his/her personnel file. Concurrence or an admission of guilt of the employee is not to be implied from the signing of the document by the employee.

d. In no event shall an officer be brought to IAS, for questioning, or be required to answer allegations regarding minor complaints received anonymously without independent corroborating information.

e. Documented disciplinary actions, or other related adverse documented comments entered in the employee's Office file, shall be removed from the Office file after one year from the date of documentation.

3.3 RELEASE TIME

a. Hours Allowed and Credited The City shall allow a maximum of 5200 hours per year to the SPOA representation unit for the purpose of conducting grievance representation and activities within the scope of its duties and responsibilities as bargaining representative of the subject Unit. It is further agreed that the hours allowed are maximum hours and the SPOA agrees they will use their total efficiently in an effort to prevent attaining such maximum hours. The City will provide a quarterly accounting of these hours.

Appropriate procedures will be continued to assure both the City and the SPOA that they have up-to-date information so that in the event there are abuses of this privilege, appropriate action may be immediately taken by the City and the SPOA. In the event special meetings are called by the City or an SPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable SPOA hours.

The following SPOA representatives will charge their downtime for the purpose of conducting SPOA activity to Cost Center 11248: President, Board members, officers, and committee chairperson.

If the SPOA so desires, members other than those listed above may utilize SPOA activity hours. Members other than those listed above shall notify in writing, the appropriate manager, with twenty-four (24) hour advance notice.

b. Over-Expenditure of Hours In the event the SPOA incurs over-expended total allowable 11248 Cost Center hours, the SPOA will make payment to the City effective the first pay period of the month following the quarter in which over-expenditure occurs. The payment to the City will be at the rate of thirty-nine dollars (\$39.00) per hour. Such payment shall be directed to the Accounting Division, Department of Finance, made payable to the City of Sacramento.

3.4 ACCESS TO NEW EMPLOYEES

The Association will be given a list of career and non-career new hires upon appointment to classifications represented by the Association. The list shall contain the name of each new hire. On the first day of orientation, new hires shall be advised that a representative of the Association will be present to address them at the conclusion of the workday.

ARTICLE 4 – GRIEVANCE PROCEDURE

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

4.1 PURPOSE

a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the City Charter vests jurisdiction elsewhere.

b. This grievance procedure shall not be used to resolve any questions as to whether or not an item requires the parties to "meet and confer" within the terms of Government Code Section 3500 et. seq.

c. The purposes of this procedure are:

- (1) to resolve grievances informally at the lowest possible level;
- (2) to provide an orderly procedure for reviewing and resolving grievances promptly.

4.2 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. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's third step representative the thirty (30) day time limit for filing grievances may be extended.

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

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

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

4.3 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone or with his/her representative. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Deputy Chief.

d. The grieving employee's Deputy Chief shall assign the first level review to the employee's supervisor, and will give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The supervisor's answer shall include the following:

(1) a complete statement of the Office's position and the facts upon which it is based.

(2) the remedy or correction which has been offered, if any.

4.4 STEP TWO

An appeal to the second step shall be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard workdays of the second step appeal. The Association representative and designated Department representative will meet in an effort to settle the matter. The City's answer will be made five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

4.5 STEP THREE

a. The Association's representative and the designated representative of the City will meet to hear any grievance appealed to the third step. A grievance appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

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

4.6 ARBITRATION

a. If the third step answer is not satisfactory to the employee, the Association may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the Association within ten (10) standard workdays from the date of the third step answer.

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

c. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

d. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Association, and employee.

e. Fees and costs for the arbitrator and court reporter will be borne by the party losing the arbitration.

f. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

g. If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step. However, in the

event the City fails to respond to a third step grievance within ten (10) workdays after the grievance hearing and the time limits have not been extended by mutual written consent, and if the Association appeals to arbitration, the City's position at the second step shall be the City's position at the arbitration.

h. The Association representative shall have the authority to settle grievances for the Association or employees at the respective steps of the grievance procedure.

4.7 TIME LIMITS

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

4.8 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto.

ARTICLE 5 – SALARY ADJUSTMENTS

The below increases include: (1) a 2.25% offset against sworn employees' agreement to pay 3% of the City's retirement contribution; and (2) a 0.8% offset against non-sworn employees' agreement to pay 1% of the City's retirement contribution.

5.1 2014-2015 SALARIES

Effective December 27, 2014, salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%) for the classification of Police Officer and by two and one-third percent (2 1/3%) for the classification of Police Sergeant.

5.2 2015-2016 SALARIES

Effective December 26, 2015, salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%) for the classification of Police Officer, by two and one-third percent (2 1/3%) for the classification of Police Sergeant, and by one percent (1%) for non-sworn employees.

5.3 2016-2017 SALARIES

Effective December 24, 2016, salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%) for the classification of Police Officer, by two and one-third percent (2 1/3%) for the classification of Police Sergeant, and by one percent (1%) for non-sworn employees.

ARTICLE 6 – SALARY ADMINISTRATION

6.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

6.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

- (1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.
- (2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.
- (3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than the top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.
- (4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

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

c. Effective Date of 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 a pay increase, which 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.

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

- (1) If the probationary period is extended due to light duty, sick leave, or IOD time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.
- (2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on IOD time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date on the salary step increase is July 5, 1986, because the period April 12, 1986, to July 4, 1986, is included in determining the salary step eligibility date.
- (3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.
- (4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, except fifty-two (52) weeks is required rather than twenty-six (26) weeks.
- (5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

6.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step 1 of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

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

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

c. Movement to a Lower Classification

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

6.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

6.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

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

6.6 RATES HIGHER THAN THE TOP STEP (Y-RATE)

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

6.7 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).

ARTICLE 7 – HEALTH AND WELFARE

7.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

The City shall administer a Cafeteria Plan benefits program for employees consistent with Internal Revenue Code Section 125. The City agrees to make contributions (City dollars) as defined below consistent with the following terms. One-half (1/2) of the City contribution will be made to eligible employees on each of the first two (2) paydays in a calendar month.

a. Eligible employees shall receive a City contribution for each pay period the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per pay period may continue elected coverage limited to the City's medical, dental, and life insurance plans for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

b. All terms and conditions of medical, dental, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

7.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City contribution shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay

period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City contribution under this Section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If the employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

7.3 AMOUNT OF CONTRIBUTION FOR EMPLOYEES ENROLLED IN A CITY-SPONSORED HEALTH PLAN

a. Employees Enrolled in an Account-Based Health Plan (ABHP) , as Defined by the City

- (1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).
- (2) To the extent that the premium for the ABHP is less than the City contributions outlined in (b), below, the employee may elect either to have the excess credited to his/her HSA to the extent allowed by law, or to receive the balance in cash.
- (3) Employees who enroll in an ABHP no later than December 31, 2013, shall have their Health Savings Account (HSA) credited with a one-time City contribution of \$2,000 on or before January 31, 2014. This one-time contribution may limit an employee's ability to make the excess premium contributions referenced in section (2), above, as the contributions may then exceed the maximum amount allowed by law.

b. Employees Not Enrolled in an ABHP

(1) Employee Only

- (a) Effective January 1, 2014, for full-time career employees enrolled in a City-sponsored health plan for employee only, the City contribution shall be \$696 per month.
- (b) Effective January 1, 2015, for full-time career employees enrolled in a City-sponsored health plan for employee only, the City contribution shall be \$721 per month.

(2) Employee Plus One Dependent

For full-time career employees enrolled in a City-sponsored health plan for employee plus one (1) dependent, the City contribution shall be \$883 per month.

(3) Employee Plus Two or More Dependents

For full-time career employees enrolled in a City-sponsored health plan for employee plus two (2) or more dependents, the City contribution shall be \$1,243 per month.

c. Monthly health and welfare contributions for part-time employees shall be prorated as indicated in 7.2(a).

7.4 COVERED DEPENDENTS

a. An employee who has established a domestic partnership consistent with Sacramento City Code Section 2.120.020, or is registered with the Secretary of the State of California, 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 as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. 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, grandchild 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.

7.5 CASH-BACK LIMITS

The cash-back of City dollars from the IRS Section 125 Plan shall be limited to career employees as follows:

a. The cash-back for eligible employees who waive City-sponsored health insurance shall be limited to \$200 per month. The \$200 per month shall remain in effect for the duration of the contract. Part-time employees shall be prorated as indicated in 7.2(a).

b. Cash-back shall be available to employees who waive City-sponsored health insurance during the 2013 open enrollment period. The cash-back option shall be closed to any new enrollments for employees who waive health coverage after the 2013 open enrollment period.

c. Employees transferring to classifications in the Police Department Unit 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.

7.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of \$10,000 to each eligible career employee at no charge if the employee is paid one (1) or more hours of salary per pay period on the same basis as in Section 7.1(a). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of \$40,000 City-sponsored term life insurance.

7.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) to employees as permitted by Internal Revenue Service Regulations. The City shall provide a summary of IRS rules on flexible spending during each open enrollment period.

7.8 RETIREE HEALTH SAVINGS ACCOUNT

a. The City shall establish two (2) Retiree Health Savings Accounts (RHSA) for members of the SPOA. One will cover employees hired before September 3, 2013, who shall contribute ten dollars (\$10) per pay period. The second will cover employees hired on or after September 3, 2013, who shall contribute two percent (2%) of their base salary per pay period. Employee contributions to the RHSA will be mandatory for each group, with the mandatory contributions to be determined annually by SPOA. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan shall allow both City contributions as well as mandatory pre-tax employee contributions, however, there shall be no City contributions to the RHSA. 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 United States Internal Revenue Code (USIRC) or other applicable law.

b. This Section shall be interpreted and enforced in a manner consistent with the USIRC and other applicable law. If a legal impediment exists to implementation, the parties shall meet and agree to a lawful alternative. The City is not responsible for the tax consequences of any contributions made by SPOA members to the RHSA plans.

7.9 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City retiree insurance contributions for health, dental, and vision insurance benefits under the following provisions:

a. Retiree Insurance Contribution

The maximum monthly City retiree insurance contribution for eligible retirees shall be \$300 per month for the retiree only and \$365 per month for the retiree with dependents.

b. Employees Retiring On or After July 1, 1992

- (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 age 50.
- (2) Employees retiring with thirty (30) or more years of City 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 ten (10) full years of City service but less than fifteen (15) full years of City service shall be eligible to a maximum of fifty percent (50%) of the City's maximum retiree insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum fifteen (15) full years of City service but less than twenty (20) full years of City service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum retiree insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of City service shall be eligible for up to one hundred percent (100%) of the City's maximum 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. Persons in Deferred Retirement Status As of January 1, 1991

Employees who have elected a deferred retirement prior to January 1, 1991, and who then elect to retire on or after July 1, 1992, shall be eligible to the City's retiree insurance contribution as follows:

- (1) A retiree with at least ten (10) full years of City service shall be eligible for fifty percent (50%) of the City's retiree insurance contribution as identified in subsection (a) above.
- (2) A retiree with twenty (20) full years or more of City service shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection (a) above.
- (3) Retirees must be at least 50 years of age.
- (4) There is no eligibility to such retiree insurance contribution for retirees with less than ten (10) full years of City service or who have not attained the age minimum specified in subsection (b) above.

d. Industrial Disability or Death in Line of Duty Survivors

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

e. 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.

f. Medicare Supplement

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

g. Limitation Clause

No employee or retiree shall have any rights provided by this Section after the expiration of this Agreement.

h. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After June 30, 2013

No employee hired after September 3, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Police Department Unit after September 3, 2013, 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 8 – SWORN HOURS OF WORK

8.1 HOURS OF WORK

a. The workday for uniformed employees in the Office of Field Services and Office of Operational Services shall be as follows:

- (1) Patrol Division - ten (10) consecutive hours (overtime after 10 hours)
- (2) Metro Division - ten (10) consecutive hours (overtime after 10 hours), except for the Sergeants in Court Liaison Unit.
- (3) Contract Services - ten (10) consecutive hours except Sergeants for the Reserves/Special Events Unit.

b. The workday for employees in the Office of Operational Services and for employees in the Office of Investigations shall be the 4/10 schedule, except that the Department may deviate from the 4/10 based on operational needs where better service or other work requirements are met by such alternate schedule. Employees on the 4/10 shall have a thirty (30) minute unpaid lunch, except that employees in the Office of Investigations whose shift begins after 2:00 p.m. shall work a consecutive eight (8) or ten (10) hour day. Nothing herein prevents the Department from assigning days off throughout the week, or from establishing alternative hours or days off schedules.

c. Employees assigned to the Office of the Chief may work the 9/80 schedule.

d. The workday for all other employees shall be nine (9) consecutive hours, which shall include a one hour unpaid lunch period.

e. Notwithstanding the above, the workday for employees who are removed from their regular duty assignment to participate in training shall be determined by management. The hours of work for the remainder of the workweek after the training will be scheduled by management in consultation with the employee.

f. The workweek shall consist of forty (40) hours.

8.2 4/10 WORK SCHEDULE

a. The City and the Association agree on a 4/10 work schedule to officers assigned to the Patrol Division within the Office of Field Services and for employees in the classifications of Police Officer, Police Sergeant, and Community Service Officer in the Office of Investigations.

b. The City retains the unilateral right to make changes in the basic concept in the following areas:

- (1) Numbers of officers assigned to any one shift.

- (2) Shift hours.
- (3) Ratio of one (1) officer to two (2) officer units.
- (4) Geographic boundaries of districts and sectors.

c. Management retains the right to discontinue the 4/10 work schedule, and revert to the 5/8 work schedule on the date such subsequent Agreement terminates, if it appears that police services are impaired.

d. The Association may request the right to discontinue the 4/10 work schedule on the date each subsequent Agreement terminates, and the City will revert to a 5/8 Plan.

8.3 FLEXIBLE HOURS

Notwithstanding the provisions of Sections 8.1 and 8.2 above, employees may alter their assigned schedules through the use of flexible hours under the following circumstances:

- a. With approval of the supervisor; and
- b. On a voluntary basis for the employee; and
- c. Within the limitation of a maximum of forty (40) hours worked in the workweek.
- d. An employee may elect to work beyond the eight (8) or ten (10) hour scheduled day, and take off an equal amount of time during the same workweek.
- e. Such flexed hours shall not be considered overtime hours for purposes of contract overtime.
- f. The five (5) day notice provisions of Section 9.8 shall not apply to such flexed hours in any assignment.

8.4 FURLOUGH/REDUCED WORKWEEK

a. Pursuant to the Furlough/Reduced Workweek Policy the City may establish for full-time career employees a voluntary work furlough/reduced work week program consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week.

b. The City agrees to provide thirty (30) days written notice to the Association prior to any changes to the Furlough/Reduced Workweek Policy and agrees to meet with the Association in accordance with Section 1.1 of the Agreement.

8.5 PART-TIME OPTION FOR EMPLOYEES

Except as provided herein, nothing in the Part-Time Option shall be deemed to override any of the provisions of this Agreement. Employee participation is voluntary and subject to Department approval.

a. Permanent Part-Time and Job Sharing Employment Personnel Policy

Part-time option for employees will be administered in accordance with the City of Sacramento Personnel Policy Instruction II-83-1, Permanent Part-Time and Job Sharing Employment, dated May 12, 1983.

Holidays will be accrued in accordance with Article 13.1 on a prorated basis. Subsections 5.1.b.2-3 will not apply as Police Department Unit employees do not observe City Holidays.

b. Program Participation

(1) Police Officer, Community Service Officer, Dispatcher II

- (a) The part-time arrangement will be available to employees assigned to Patrol, and to employees assigned to other positions outside of Patrol, as determined by management, as follows:
 - (i) Permanent employee;
 - (ii) Active in the classification of Police Officer or Community Service Officer;
 - (iii) Three (3) years classification seniority;
 - (iv) Lateral candidates must have completed probation.
- (b) Participation will be limited to a maximum of ten (10) participants.
- (c) Management will identify positions that do not require investigative caseloads.
- (d) Management will notify all active participants of any openings outside of Patrol.
- (e) Selection for positions outside of Patrol shall be in accordance with current transfer selection practices.
- (f) Employees working outside of Patrol will normally work half-time with a regularly defined schedule of forty (40) hours per

two (2) week pay period. Daily work hours will normally be consistent with full-time employees performing like work.

(2) Dispatcher II

- (a) The part-time arrangement will be available to employees assigned to the Communications Center, as follows:
 - (i) Permanent employee;
 - (ii) Active in the classification of Dispatcher II;
 - (iii) Three (3) years classification seniority for Dispatcher II, or with Deputy Chief approval;
 - (iv) Lateral candidates or rehires may be eligible with Deputy Chief approval.
- (b) Management will determine the number of part-time positions on an annual basis.

c. Sign-Ups

(1) Officers

Management will identify the patrol cars designated as part-time. Sign-ups for those cars will be on the basis of classification seniority.

(2) Dispatchers

Management will identify the shift and days off designated as part-time. Sign-ups for those positions will be on the basis of part-time classification seniority.

d. Hours of Work

Each part-time employee will normally work half-time, with a regular, defined work schedule of twenty (20) hours per week. The employee may elect to work additional hours, subject to supervisory approval. Part-time employees will not be permitted to work overtime without supervisory approval, defined as working more than ten (10) hours in a day or forty (40) hours in one (1) workweek.

e. Court Overtime

If an employee, on his/her scheduled day off, is subpoenaed to appear in court, upon reporting to the court, the employee will receive a minimum of four (4) hours pay at the applicable rate, or the actual amount of time spent in court, whichever is greater. If an employee is scheduled to work, and is subpoenaed to appear in court before or after his/her shift, upon reporting to the court, the employee will receive a

minimum of two (2) hours pay at the applicable rate, or the actual amount of time spent in court, whichever is greater.

f. Call-Back

If an employee, on his/her scheduled day off, is called back to work, the employee will receive a minimum of four (4) hours pay at the applicable rate. If an employee is called back to work prior to the start of his/her next regularly scheduled shift, the employee shall be compensated for the actual time worked or a minimum of two (2) hours, whichever is greater, at the applicable rate of pay.

g. Continuing Professional Training (CPT)

Employees will revert to a forty (40) hour workweek when scheduled to attend CPT or other department mandated training. Such training will be paid at the straight-time rate.

h. Supplemental Benefits

Career employees working on a part-time basis are not eligible to receive the following supplemental benefits:

- (1) Supplemental and Dependent Life Insurance
- (2) Short-Term Disability Insurance
- (3) Vision Plan Insurance

i. Retirement Service Credits

Eligible employees who work less than 1,720 hours during a fiscal year will accrue PERS service credits on a prorated basis.

j. Vacation Sign-Up for Dispatchers

- (1) Part-time employees who have accrued full-time vacation hours will bid for half the number of hours accrued but still be paid for the full week.
- (2) Part-time employees who have accrued part-time vacation hours will bid for the full number of hours accrued but selection will be limited to twenty (20) hours in any vacation week.

k. Termination

A part-time agreement may be terminated by the City for cause or by the employee upon submission of a written notice to the other party. Upon receipt of the written notice, the part-time arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of the written

notice, whichever occurs first. Dispatchers who elect to vacate a part-time position during the year will be placed in a full-time position at management's discretion based on the needs of the division. Placement will be permanent until the next sign-up opportunity. In the event of an emergency or other service impairment, management reserves the right to revert to a part-time employee's schedule to full-time.

ARTICLE 9 – OVERTIME

9.1 SWORN OVERTIME COMPENSATION

a. Employees required to work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave. Employees shall be entitled to overtime compensation by payment or compensating time off (CTO) at the employee's option. Use of CTO must be approved by the Department Head or designee. Use of CTO may be denied based on the need for backfill or emergency needs.

b. Employees may accrue up to one hundred sixty (160) hours of CTO.

c. Employees may request a cash-out of forty (40) hours of accrued CTO time at the regular rate of pay to be paid on or before the first paycheck in November. Employees must request the cash-out on or before September 10th.

d. The City will not arbitrarily change nor reschedule days off or watches (shifts) in order to prevent the payment of overtime to any employee.

e. The City can temporarily reschedule officers for work for any police service the officer performs, except court overtime.

f. No overtime shall be paid as a result of any medical treatment or examination.

9.2 COURT OVERTIME

a. This Section applies when an employee is subpoenaed to appear in the litigation of a public offense in his/her capacity as a Sacramento Police Officer or City employee. For the purposes of this Section "subpoenaed to appear" shall be defined as being served with either a subpoena as defined in California Penal Code Sections 1326 through 1332 or a "subpoena request form" used by the Sacramento Police Department.

b. When an employee is subpoenaed to appear in court and is not scheduled to be on duty during the time of his/her appearance, upon reporting to the court the employee will receive a minimum of four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

c. When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time will be included in determining the employee's court overtime pay.

d. When the employee's court appearance is scheduled within two (2) hours after the end of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.

e. If the employee's court appearance extends beyond the two (2) hour minimum, the employee will receive four (4) hours pay at time and one-half, or the actual amount of time spent in court, whichever is greater.

f. When the employee's court appearance is scheduled within two (2) hours prior to the beginning of the employee's work hours, the employee will be compensated at the rate of time and one-half for a minimum of two (2) hours for such court appearance.

g. When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day of court appearance and travel time if such travel time is at least one full day. (Travel time is defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her Division Commander and the Court Liaison Unit of the scheduled vacation/court appearance conflict.

9.3 TELEPHONE STANDBY TIME

When an employee is placed on telephone standby by the District Attorney or the judge of the court, the employee is required at no cost to the City to notify the Court Liaison Unit and the employee's Division Commander of the court order. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1-1/2) times his/her regular rate of pay for only those hours that the court is actually in session.

9.4 TELEPHONE OVERTIME

a. It is the responsibility of all employees to make all requested court, District Attorney, and Court Liaison Unit telephone calls, so far as possible, during their normal working hours. The employee shall make all requested calls as expeditiously as possible.

b. When an employee, whose entire scheduled shift falls between 1700 hours and 0800 hours, is directed by the Court Liaison Unit to call the court or District Attorney on his/her off-duty time on a scheduled workday, he/she shall receive two (2) hours pay at the rate of time and one-half for completing the requested telephone call.

c. When an employee is directed by the Court Liaison Unit to call the court or District Attorney on a scheduled day off, or at a specific time while not scheduled to be on

duty, he/she shall receive two (2) hours pay at the rate of time and one-half for completing the requested telephone call.

d. All telephone calls must be completed to the specific person requesting the call for the employee to be eligible for any compensation under this Section. However, this provision shall not apply when an employee is directed to make telephonic contact at a specific time. If an employee calls the District Attorney and the call is incomplete the employee need only make one call.

e. When an employee is directed by the Court Liaison Unit to call that office while not on duty, the employee shall receive two (2) hours pay at the rate of time and one-half if the employee is advised by the Court Liaison Unit that he/she will not be required to appear in court as scheduled. If the employee is advised by the Court Liaison Unit that he/she will be required to appear in court, the employee will be entitled to the four (4) hour minimum court overtime pay which will begin from the time of the telephone call to the Court Liaison Unit.

f. All authorized telephonic overtime must be supported by an authorization slip from the Court Liaison Unit.

g. In no case will an employee be compensated in the same day for 1) more than one telephone call on the same case, or 2) both court overtime and telephone overtime on the same matter. In the latter case the employee will receive the court overtime pay as provided in Section 9.1 of this Article. If the employee is entitled to court overtime for telephone calls or appearances in separate matters, payment shall not be made more than once for the same period of time.

h. There shall be no telephonic overtime for an employee merely answering his/her personal telephone.

i. This Section does not preclude the employee from contacting the court, District Attorney, his/her office, or the Court Liaison Unit at his/her own discretion. However, these calls will not be compensated.

9.5 CANCELLATION OF APPEARANCES

Notice of cancellation will be given to employees three (3) hours prior to court or at the end of last shift prior to court. In the event that such notice is given within the three (3) hours, employees will receive two (2) hours of overtime at the rate of time and one-half. Notification to employees prior to three (3) hours will eliminate overtime compensation.

9.6 MISCELLANEOUS APPEARANCES

a. When an employee is subpoenaed to appear before a hearing board or in a Civil Court case in his/her capacity as a Sacramento Police Officer or City employee, and is not scheduled to be on duty, the employee shall be compensated in accordance with the court overtime provisions as set forth in subsections (b), (c), (d), (e), (f) and (g) of Section 9.2 of this Article.

b. When an employee is requested by the City to either appear before the City's Accident Review Board or to testify in a formal disciplinary appeal case, and is not scheduled to be on duty, the employee shall be compensated for two (2) hours pay at the rate of time and one-half or the actual amount of time spent, whichever is greater, for such appearance.

9.7 CALL-BACK

a. When an employee is called back to work from off the police facility prior to the start of his/her next regularly scheduled shift, the employee shall be compensated for a minimum of four (4) hours pay at the overtime rate.

b. Call-back pay is not applicable to scheduled overtime.

9.8 SHIFT CHANGE NOTICE

The City shall pay overtime at the rate of one and one-half (1-1/2) times his/her regular rate of pay for the first rescheduled shift the officer works with less than a five (5) day notice. This Section shall not apply to employees on administrative leave, IOD or modified/light duty, and to officers assigned to the following:

Office of the Chief
Personnel Services Division
Gang Unit
Career Criminal Apprehension Team

ARTICLE 10 – SWORN SPECIAL ALLOWANCES

10.1 UNIFORMS

The City shall provide sworn employees a uniform allowance in the amount of \$35.00 bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

10.2 ON-CALL

a. Employees designated by their respective Deputy Chief of Police or manager to be on-call shall receive thirty dollars (\$30) per day, up to two hundred ten dollars (\$210.00) per week, in addition to regular compensation.

b. In exceptional circumstances, with the approval of the manager or designee of the employee to be contacted, the City will pay the on-call daily rate to employees who are called when off-duty and who are required to spend more than thirty (30) minutes providing advice to an on-duty employee.

10.3 AD & D INSURANCE

The City agrees to provide Accidental Death and Dismemberment Insurance in the principal amount of \$200,000 to officers while they are performing the Explosive Ordinance Disposal (E.O.D.) duties, Air Operations flights, SWAT call-out duties and Motorcycle enforcement duties.

10.4 SWORN OUT-OF-CLASSIFICATION PAY

a. When a vacancy arises above the grade of Police Officer, or when an officer above the grade of Police Officer is absent or unavailable for his/her regularly assigned duties, an officer from the next lower rank may be temporarily assigned a manager or designee to perform the substantial duties of the higher classification until such time as the absent or unavailable officer returns or the vacancy is filled. The officer working out-of-classification shall be compensated for the duration of the out-of-classification assignment by the payment of five (5) percent of the regular salary he/she received prior to the out-of-classification assignment.

b. Perform the substantial duties means, actively engaged in the supervisory functions of the Sergeant or Lieutenant (disciplinary action, employee counseling and review, managing and directing the employees, laying out and planning work activity). In and of itself performing any "one" of the above tasks does not lend itself to out-of-classification pay.

c. Eligibility for out-of-classification assignment for Acting Sergeant or Acting Lieutenant shall be at the discretion of Police management.

10.5 DETECTIVE PAY

a. Police Officers who are permanently assigned to the Office of Investigations, Internal Affairs Section, and Criminal Intelligence Unit shall receive detective pay in the amount of five and one-half percent (5 1/2%) of the base rate of pay during the term of the assignment. Detective pay shall be additive and shall not be compounded with any other type of pay or incentive.

b. Officers assigned as School Resource Officers will not receive this additional pay. When such assignment is terminated pursuant to Articles 14 or 15, and the officer is no longer entitled to detective pay, such loss of detective pay shall not be considered a "punitive action" under Government Code Section 3303.

c. Officers temporarily assigned to the above positions shall not be entitled to detective pay.

d. Any dispute regarding termination of an assignment as described in (a) above shall be processed in accordance with the grievance procedure as set forth in this agreement.

e. Nothing in this Article shall prohibit involuntary transfers and/or assignments for just cause.

10.6 TRAINING OFFICER PAY

a. Any Police Officer who is assigned as a Training Officer (TO) shall be paid nine and one-half percent (9 1/2 %) of the base rate of pay for such assignment.

b. TO pay shall be additive and shall not be compounded with any other type of pay or incentive.

c. The department shall maintain a ratio of three (3) full-time TOs for every two (2) Phase 1-3 level trainees.

d. When such assignment is terminated pursuant to Article 14 or 15, and the Police Officer is no longer entitled to TO pay, such loss of TO pay shall not be considered a "punitive action" subject to Government Code Section 3303.

e. An involuntary transfer or reassignment from TO shall be for just cause.

f. Any dispute including but not limited to transfer, termination of an assignment, or reinstatement to TO status shall be processed in accordance with the grievance procedure as set forth in this Agreement.

10.7 CANINE OFFICER COMPENSATION

a. A canine officer utilizes up to four-tenths (4/10) of an hour each day of off-duty time caring for the dog.

b. The rate of pay for such time shall be at the rate of time and one-half (1-1/2).

c. Dog care time shall not be considered time worked for purposes of overtime during the labor agreement.

d. To the extent required by law, dog care time shall be included in determining the Fair Labor Standards Act (FLSA) "hours worked" for the twenty-eight (28) day FLSA work period, and the pay for such dog care hours shall be computed in accordance with the FLSA.

e. Canine officers shall not be eligible for off-duty assignment pursuant to Section 17.2 of the Agreement.

f. The Police Department shall provide food for the canines consistent with veterinary dietary recommendations.

g. Canine officers will execute the Canine Handler Agreement (Exhibit A).

10.8 VEST VOUCHERS

- a. Employees in the classification of Police Officer, Police Sergeant, and Community Service Officer will be authorized, as necessary, to purchase a bullet proof vest.
- b. Employees authorized to purchase new vests shall be provided with a voucher that has a maximum value of \$729.00.
- c. The purchase and replacement of flexible body armor or vests shall be consistent with General Order 580.05.

ARTICLE 11 – SPECIAL POLICE PROGRAMS

11.1 POLICE PROFESSIONAL ACHIEVEMENT PROGRAM

The Police Professional Achievement Program shall be implemented as follows:

- a. Police Officers and Police Sergeants shall receive the following educational incentives:

Bachelor's Degree	5% above base rate
Intermediate P.O.S.T. certificate	5% above base rate
Advanced P.O.S.T. certificate	5% above base rate
- b. Incentives shall be additive and shall not be compounded with any other type of pay or incentive.
- c. Officers who serve a probationary period upon reemployment after resignation shall be eligible to receive incentive pay. All other probationary officers in the classification of Police Officer shall not be eligible to receive incentive pay until such time as they have passed probation and attained permanent status in their classification.

ARTICLE 12 – PHYSICAL FITNESS

12.1 PHYSICAL FITNESS PROGRAM

- a. The Police Department's Physical Fitness Program will be voluntary.
- b. Participation in the Physical Fitness Program is not a condition of employment, but sworn officers will be encouraged to participate.
- c. Participation in the Physical Fitness Program is required for officers who use on-duty workout time.
- d. Officers who participate in the program will not be required to achieve passing scores in the assessment.

12.2 ON-DUTY WORKOUT TIME

a. Employees in the classification of Police Officer, Police Sergeant, Community Service Officer, and Community Service Officer (Limited-Term) ("employees") will be permitted to use sixty (60) minutes of paid time, two (2) days per week in order to use City fitness equipment. Part-time employees will be permitted to use sixty (60) minutes of paid time, one (1) day per week.

b. Police Officers and Police Sergeants who use on-duty workout time will be required to participate in the Police Department's annual Physical Fitness Program.

c. Prior to using on-duty workout time, an employee must meet with the Department's fitness coordinator. Jointly, the coordinator and employee will develop a workout program that meets the employee's physical fitness needs.

d. Employees are expected to follow the jointly developed workout program. Failure to do so may result in removal from the on-duty workout program.

ARTICLE 13 – LEAVES

13.1 HOLIDAY BENEFIT

a. The number of recognized holiday hours shall be one hundred and twelve (112) per fiscal year which shall accrue at four (4) hours and forty (40) minutes holiday credit on a bi-weekly basis over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. Employees in paid status for less than forty (40) hours in a bi-weekly pay period shall accrue no holiday credit. Employees in paid status for forty (40) or more hours shall accrue a percentage based on hours worked from 50% up to 100%.

b. At the option of the City, the employee shall be given one day off with pay for accrued holiday credit on a one-day for one-day basis. An employee who terminates employment shall be paid at straight time for accrued holiday credit.

c. Holiday accumulations shall be limited to a total of one hundred and twelve (112) hours. All accrued holiday time in excess of one hundred and twelve (112) hours in any bi-weekly pay period shall be paid to the employee at his/her straight-time hourly rate.

d. Accumulated holiday time may be used in conjunction with any regularly scheduled vacation.

e. Employee(s) may request to cash-out forty (40) hours of accrued holiday time at the regular rate of pay to be paid on or before the first paycheck in November. The employee must request the cash-out on or before September 10th.

f. Employees may request holiday time off in forty (40) hour increments after all vacation bidding has been completed. The employee must have an accrued balance

of holiday time available to cover the requested time when such holiday time is approved, or within sixty (60) days of the date scheduled off. In addition, the employee may request holiday time off in increments of less than forty (40) hours within thirty (30) days of the month in which it is to be used. The employee is solely responsible to insure that all time off is available at the time of use. If the time is not accrued and available, approval of the requested time off shall be revoked.

g. In the event that an officer's previously scheduled holiday is canceled by the City with less than five (5) days' notice, the officer shall be compensated at the rate of time and one-half for all hours worked and receive eight (8) hours pay in exchange for being charged the holiday. If an officer requests a holiday with less than five (5) days' notice, no above premium payment shall be made if cancellation is made.

13.2 SICK LEAVE

a. A full-time employee shall accumulate sick leave credits at the rate of one (1) day per month, four (4) hours per bi-weekly pay period, on each of the first two (2) paydays in a calendar month of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related. As outlined in the Rules and Regulations of the Civil Service Board, one-third (1/3) of accrued sick leave may be used after exhaustion of IOD time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. Such usage shall not exceed the maximum amount of the employee's accumulation. A non-career (+1,040) employee shall earn sick leave on a pro rata basis.

b. An employee in active service of the City eligible to accumulate sick leave credits may, in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year, provided that on December 31 immediately preceding the date for payment, the employee has at least four hundred eighty (480) sick leave 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.

c. 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 January 1 of each year.

d. For employees hired on or before June 30, 2005, who retire with twenty (20) or more years of City service 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 or application of the sick leave accrual toward PERS service credit. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of twenty (20) years of service, shall be eligible for payment of any portion of accumulated sick leave credits.

e. Employees hired on or after July 1, 2005, shall not be eligible for sick leave cash-out, regardless of years of service but may apply the sick leave balance to service credit pursuant to the PERS contract with the City upon termination of employment for retirement.

f. The estate of a sworn officer who is killed in the line of duty shall receive payment for one hundred percent (100%) of accumulated sick leave credit.

g. 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 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.

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

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

13.3 VACATION ADMINISTRATION

a. The time at which an employee shall be granted a vacation is at the approval of the Department Head or designee. However, in an effort to accommodate the employee's requested vacation schedule, the Department shall open to bid vacation scheduling prior to January 1st of each year. Classification seniority shall govern where more than one employee bids for the same period.

b. Non-career (+1040) employees shall be eligible to bid for vacation after all career employees have bid. Date of last hire shall determine seniority for non-career employees. Non-career employees shall bid for vacation on the basis of said seniority.

c. The final vacation schedule as approved by the Department Head or his/her authorized designee shall be permanently posted in the employee work area not later than the first Saturday in January.

d. Annual vacations applied for other than during the open bid period will be granted with the approval of the Department Head or his/her authorized designee.

e. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one (1) year IOD/Section 4850 time and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed

one hundred percent (100%) of the employee's regular rate of pay. As a condition of using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work. This provision also applies to any accrued leave with the exception as noted in 13.2, Sick Leave.

13.4 PREGNANCY DISABILITY LEAVE

The pregnancy disability benefit shall be applicable to female employees as follows:

a. Full-time career employees who are pregnant shall be eligible for a maximum City-paid pregnancy disability leave of four (4) weeks consisting of up to one hundred sixty (160) hours of continuous paid time off. Part-time career employees who are pregnant shall be eligible for up to eighty (80) hours of continuous City-paid time off during the four (4) week pregnancy disability leave. Unused pregnancy disability leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid pregnancy disability leave.

b. To be eligible for the paid leave the employee must have completed at least 2,080 hours of service from the most recent date of hire preceding the request for pregnancy disability leave.

c. To obtain pregnancy disability leave, the employee shall submit a request for time off and verification of medical disability for the duration of such leave.

d. Upon return from pregnancy disability leave on the date previously authorized, employees shall be reinstated in the former department and in the classification last held.

e. Inclusive of pregnancy disability leave, an eligible employee may request parental leave for a maximum of seven (7) months of leave by utilizing accrued and available hours of vacation, compensatory time off (CTO), holiday, sick leave and/or unpaid leave.

13.5 CATASTROPHIC LEAVE PLAN

a. A benefit-qualified employee may donate to or receive from an unrepresented employee, or a represented employee whose bargaining agreement provides for such donation or receipt, usable vacation, floating holiday, management leave, or compensating time off hours. Participation in this plan shall be voluntary. Sick leave may not be donated under this plan.

b. All donations shall be made in accordance with City procedure.

c. The donation in any category must be a minimum of eight (8) hours of usable time.

d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient, except hours transferred between employees on the Fire Suppression (56 hours) schedule and the non-Fire suppression (40) hours schedule shall be adjusted by a factor of 1.4 to 1.

e. Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's usable vacation accrual balance. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid for pledged but unused leave time.

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the City Manager or designee.

g. To be eligible to use donations, an employee must:

- (1) be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days;
- (2) have exhausted all usable balances, including sick leave;
- (3) be on an approved leave of absence.

h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:

- (1) All leave balances, including both donated and accrued leave, are exhausted; or
- (2) The employee returns to work at his/her normal work schedule; or
- (3) The employee's employment terminates.

i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.

j. Used donated leave time shall count toward the application of City service and benefits in the same manner as when the employee is on paid vacation leave.

k. Used donated leave time shall be subject to the recipient's normal payroll deductions.

13.6 COURT LEAVE

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a matter to which the employee is not a party, or to serve on a jury or to report for jury duty examination, the employee shall be granted pay for those hours which the employee is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to serve jury duty. When an employee is required to be on telephone alert, the employee will cooperate with the jury commissioner and the City will be responsible to insure 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. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

b. If a swing shift or graveyard shift employee has served in excess of one-half of the scheduled shift in court or on jury duty, he/she will notify his/her supervisor in advance of his/her start time so he/she can be excused from his/her shift. If the employee is on jury duty less than one-half the scheduled shift, he/she will be required to work.

c. In lieu of the shift after service on jury duty, a graveyard shift employee may request to take off the shift prior to jury duty, 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. This Section shall not apply to appearances arising out of the employee's course and scope of employment which are covered by the Court Overtime provisions of Section 9.2 of this Agreement.

f. At the option of the employee who is assigned to serve on a jury for periods in excess of one week, such employee may have his/her schedule adjusted to a Monday - Friday, 8 a.m. to 5 p.m. schedule for the duration of the assignment.

13.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of 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 the personal leave shall not cause overtime.

c. Personal leave shall not accumulate from calendar year to calendar 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.

13.8 BEREAVEMENT

An employee may receive up to twenty-four (24) hours of City-paid leave for bereavement 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 authorized by Civil Service Board Rule 16, Sick Leave, for additional time off or to attend to other death, bereavement or funeral needs.

13.9 BENEFITS FOR LATERAL HIRE POLICE OFFICERS

a. As an incentive to lateral hires, the City may offer the following benefits in its discretion:

- (1) The one-time or annual award of Supplemental Administrative Time Off (Supplemental ATO). The purpose of the award of Supplemental ATO pursuant to this Section is intended to provide the candidate with the amount of leave that he/she would be accruing had the candidate been an employee of the City for the duration of their employment as a police officer. As such, the amount of Supplemental ATO awarded in any year shall not, when aggregated with the amount of vacation accrued by the employee in that year, exceed the vacation accruals described in City Charter Section 107. In addition, the employee's aggregate total of vacation and Supplemental ATO shall not exceed 480 hours. Supplemental ATO awarded pursuant to this Section shall have no cash value.
- (2) The one-time award of Restricted Sick Leave credit to be used during the first two (2) years of City service. Candidates with one (1) to five (5) years of experience – forty (40) hours; Candidates with six (6) to ten (10) years of experience – eighty (80) hours; Candidates with more than ten (10) years of experience - one hundred twenty (120) hours. Restricted Sick Leave awarded pursuant to this Section shall have no cash value and will expire at the end of two (2) years from the candidate's date of hire.
- (3) Educational incentives under Article 11.1 shall be granted upon hire.
- (4) The probationary period will be twelve (12) months.

b. The Department may hire lateral candidates into the salary step consistent with the candidate's previous experience and skills.

13.10 BENEFITS FOR REHIRE POLICE OFFICERS

As an incentive to rehires, the City may award the following in its discretion:

a. Classification seniority will include the previous time spent in the Police Officer classification while employed by the City.

b. Rehires who left City service on or before June 24, 2005, will be credited with two-thirds (2/3) the amount of hours of sick leave that they had upon termination. Rehires who left City service on June 25, 2005, or later, may be credited with the full amount of sick leave that they had upon termination.

c. Educational incentives under Article 11.1 shall be granted upon hire.

d. Rehires will be allowed to return to the same salary step that they held when they left City service.

e. The City may make a one-time or annual award of Supplemental Administrative Time Off (Supplemental ATO). The purpose of the award of Supplemental ATO pursuant to this Section is intended to provide the candidate with the amount of leave that he/she would be accruing had the candidate not left City employment as a police officer. As such, the amount of Supplemental ATO awarded in any year shall not, when aggregated with the amount of vacation accrued by the employee in that year, exceed the vacation accruals described in City Charter Section 107. In addition, the employee's aggregate total of vacation and Supplemental ATO shall not exceed 480 hours. Supplemental ATO awarded pursuant to this Section shall have no cash value.

f. The probationary period for any rehire shall be twelve (12) months.

ARTICLE 14 – SENIORITY

14.1 SENIORITY DEFINED

a. Effective June 22, 1996, seniority list placement shall be defined as the date the employee was hired as a full-time Police Officer with the Police Department. Academy time as a Cadet shall count toward seniority if such time was part of continuous service. Reserve Police Officer time shall not be counted toward seniority. When two (2) or more employees are assigned to the payroll on the same date, seniority shall be determined by the ranking in the Academy, excluding physical performance testing. In the event of a tie in Academy scores, the tie shall be broken by lot.

b. Seniority list placement for Police Sergeants shall be based on the date of hire to the rank. Where two (2) or more employees are promoted to the same rank on the same date, placement on the list shall be based on relative standing on the respective eligibility lists.

c. Seniority shall include time spent in a higher sworn career classification. The term higher sworn career classification shall mean a sworn job classification in which the top rate of pay is greater than the top rate of pay of the employee's present sworn job classification. Time in a non-sworn classification shall not be included in sworn seniority.

d. Placement on the seniority list shall not be affected by authorized leaves of absence, including IOD time where such medical disability was incurred in the course and scope of the employee's duties.

14.2 SENIORITY APPLICATION

a. Seniority list placement qualifies an employee for:

- (1) Vacation preference pursuant to written procedures in each Office of the Police Department. An employee will be permitted to exchange previously scheduled vacation time with another employee in the same classification and same vacation seniority unit. The employee requesting the exchange must receive signatory approval of all affected senior employees and submit such approval to his/her supervisor prior to the effective date of the vacation exchange. The vacation exchange may be denied for reasonable cause by the Division Commander. Grievances on vacation exchange denial may be initiated at Step 2 of the Grievance Procedure.
- (2) Days off preference based on the following work units:
 - (a) units within the Office of Investigations;
 - (b) by team in the Office of Operational Services, except preference is determined by seniority within specialized assignments;
 - (c) Patrol Division, except preference is determined by specialty within specialized assignments; and
 - (d) by section in all other assignments.

b. All things being equal in terms of skill, ability, training and experience, seniority list placement qualifies an employee for:

- (1) Shift assignment preference;
- (2) Specialized assignments in the Patrol Division; or
- (3) Intra-department transfers.

The criteria that are considered in the category of skill, training, ability, and experience shall be reasonably related to the particular job or assignment for which the employee is applying.

c. If an employee is absent from his/her position for a period of six (6) consecutive months due to a leave of absence, or twelve (12) consecutive months due to IOD, the Department may, at that time, fill that position on a permanent basis in

accordance with the provisions of this Agreement. When the absent employee returns to full duty, he/she will be assigned to an available opening; and if said opening is other than in the Patrol Division, the assignment(s) will be on a temporary basis until such time as the employee can return to the Patrol Division or receive a permanent assignment through the intra-department transfer process.

d. Nothing in this Article shall prohibit involuntary transfers and/or assignments for just cause.

ARTICLE 15 – SWORN TRANSFERS AND ASSIGNMENTS

15.1 TRANSFER POLICY

Any sworn member of the Unit shall have a minimum of two (2) years of continuous service in a sworn capacity with the Sacramento Police Department prior to being eligible for consideration for any intra-departmental transfer from uniform police work to a non-uniform police position or specialty assignment. This Section shall not apply to any members of the units who are assigned to any "undercover" investigations.

15.2 BIENNIAL PATROL DIVISION SIGN-UP

a. Biennial shift and job sign-ups in the Patrol Division shall occur on the first Saturday of the first pay period in January of odd numbered years. When the first Saturday of the first pay period in January of an odd numbered year falls on January 1, then shift change will commence on the first Saturday of the second pay period. Officers shall sign-up based on seniority in accordance with Section 15.2(e). In filling positions, management may deviate from seniority for just cause. Additionally, all known vacancies on November 1 in the year preceding the shift change which the Department plans to fill, shall have an effective date of transfer to coincide with this Patrol Division implementation date.

b. The sign-up process shall include all positions in patrol, excluding specialized assignments.

c. All Sergeants and Officers assigned to the Patrol Division on the last Friday in October shall be included in the sign-up. Sergeants and Officers who have submitted a transfer request to available positions in the Patrol Division sign-up by the first Friday in October shall be included in the sign-up based on seniority if a vacancy exists.

d. Sergeants and Officers with an accepted transfer request from a Specialized Unit will be transferred to Patrol and then temporarily assigned (TDY) back to their specialized assignment, if appropriate, until shift change. There will be no change to the specialized assignment working conditions during the TDY period.

e. Sign-up shall be conducted in person, by proxy, or by telephone at the time assigned to each officer based on descending seniority. At the time of sign-up the officer shall select the shift, days off, car, team for assignment, and first year of vacation. Once

the sign up is completed the final listing by shift shall be posted. An officer's sworn seniority will be used for the purpose of determining primary beat seniority on overlap days. The "junior" officer may be moved for the needs of the Department in the event the two primary beat officers work on the same day. This assignment will be decided at shift sign-ups and will not change over the course of the patrol year.

f. Vacation sign-ups shall be administered annually in November.

g. The SPOA is a member of the "patrol planning committee." The purpose of the committee includes developing recommendations for the Chief of Police on matters including, but not limited to, patrol shifts, days off, sign up dates, and annual vacation administration.

15.3 FILLING VACANCIES IN PATROL

a. When a permanent vacancy as defined in subsection (c) below arises in a primary car which is defined as a beat or district car which provides the officer a biddable right to a specific assignment, excluding specialty assignments, the decision to fill such vacancy shall be at management's discretion. If the position is to be filled, it shall be posted on Department bulletin boards for fourteen (14) calendar days prior to the filling of the vacancy. The posting shall indicate the anticipated date upon which the vacancy will be filled. Primary cars which become vacant as a result of such post and bid process shall be filled at the discretion of management in the same manner.

b. The position shall be filled by seniority from among the applicants in that classification in the Patrol Division except that management may deviate from seniority for just cause. Management may fill the position at its discretion pending the completion of the post and bid process.

c. Permanent vacancies are those which arise due to retirement, death, removal, resignation, promotion, or where the employee is absent from a position for a period of six (6) consecutive months due to paid or unpaid leave of absence, or twelve (12) consecutive months due to IOD. A return to work of one hundred sixty (160) hours or less shall not constitute a break in consecutive time off, provided that a new illness or injury shall constitute a separate episode.

d. At a minimum of twice yearly, the Deputy Chief of Field Services, or designee, and the SPOA President, or designee, will meet to discuss the posting of permanent patrol vacancies.

e. Temporary vacancies, including leaves of absence of less than six (6) or twelve (12) months as applicable, may be filled on a temporary basis. If such position is to be filled for the duration of the temporary vacancy it shall be posted as in Section 15.3(a). The employee assigned as a result of the posting shall have no right to their prior bid position if any, or to the temporary vacancy upon return of the incumbent employee, and shall be assigned a position at the discretion of management.

f. Nothing in this Section shall preclude management from posting positions when there is no contractual obligation to do so, including as-assigned cars.

g. In the event there is no response to the posting, management may fill the vacancy based upon transfer requests or reassignment of probationary employees. When the list of probationary officers is exhausted, management may fill the vacancy with the least senior employee(s) who has completed probation.

h. Nothing in this Article shall preclude the Department's right to assign probationary employees as needed to accomplish training needs and to make temporary assignments of employees, not to exceed ninety (90) calendar days, to meet operational needs.

i. Management agrees to consider individual patrol officer transfer requests pertaining to personal hardship as they arise.

15.4 POSTING OUTSIDE OF PATROL AND SPECIALTY ASSIGNMENTS IN PATROL

a. When a permanent vacancy arises as defined in Section 15.3 (c), and said vacancy or vacancies are to be filled by transfer request, a notice of such vacancy or vacancies shall be posted on selective Department bulletin boards fourteen (14) calendar days prior to the regular filling of a vacancy or vacancies. This Section shall not apply to any position in the Office of the Chief or to Patrol vacancies.

b. A vacancy or vacancies resulting from the filling of the original posted opening shall not be subject to this procedure during the sixty (60) calendar day period. If a resulting vacancy or vacancies is not filled within the sixty (60) calendar day period, that vacancy will be posted as described above.

c. It is the employee's responsibility to submit transfer requests for each position to which they wish to transfer. Such transfer requests shall be valid for one (1) year from date of submission.

d. In the event of a job posting, the posting announcement, including selection criteria, shall be forwarded to the Association five (5) working days prior to it being posted. Upon request of the Association, the City will consult with the Association on any changes to the selection criteria prior to the implementation of such a change.

e. Nothing in this Article shall preclude the Department's right to assign probationary employees as needed to accomplish training needs and to make temporary assignments of employees to meet operational needs.

f. Should a candidate not be chosen for an assignment, the candidate may request a written or verbal explanation for the denial. This request shall be completed within thirty (30) days.

15.5 ROTATION IN OFFICE OF INVESTIGATIONS AND SPECIALTY UNITS

a. All officers and sergeants in the Office of Investigations and specialty assignments in the Office of Field Services and Office of Operational Services shall be assigned a rotation date upon assignment. The normal rotation shall be after three (3) years. Such employees may be extended in one (1) year increments to a maximum of five (5) years at the discretion of the Deputy Chief.

b. Additional extensions beyond the five-year limit may be granted at the discretion of the Chief of Police, or his designee.

c. All specialty assignments as described above shall have an annual review for retention.

d. Employees currently assigned to the Office of Investigations and specialty assignments in the Office of Field Services and Office of Operational Services who have not been assigned a rotation date shall be grandparented with no rotation date, subject to annual review for retention as indicated in (c) above.

ARTICLE 16 – LAYOFF

16.1 PURPOSE

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

16.2 DEFINITIONS

a. Layoff: A layoff shall be defined as the dismissal of at least one employee due to lack of work, lack of funds, or abolishment of position.

b. Seniority:

(1) Sworn seniority shall be as defined in Section 14.1, subsections (a-d).

(2) Seniority placement for civilian classifications shall be based on classification seniority, defined as the effective date of probationary appointment to the employee's present job classification including any prior time in the classification or time spent in a higher classification, but less any time spent in a lower classification due to downgrade. 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 classification. For those classifications which have flexible staffing as defined in the Civil Service Board Rules and Regulations and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the

classification series. When two (2) or more employees have the same classification seniority ties shall be broken by the City service seniority. City service seniority is defined as the effective date of appointment to the employee's first career classification, or the effective date of appointment to the employee's first full-time classification(s) which immediately preceded a career appointment, whichever is greater. For employees appointed to the classifications of Community Service Officer and Dispatcher I, in the event of a tie, seniority ranking shall be based on the Academy test ranking. In the event of a tie in such scores, seniority shall be determined by lot.

c. Seniority Adjustments: Seniority shall be adjusted (reduced) in calendar days to reflect:

- (1) Time spent on layoff, if the employee accepts layoff in lieu of downgrade as provided in Section 16.3.
- (2) That period between an employee's resignation and subsequent reemployment to the same classification. An employee who is reemployed and who then completes the probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

d. Termination of Seniority: Termination of seniority shall occur upon:

- (1) Resignation, except as provided in Section 16.2(c) above.
- (2) Discharge.
- (3) Retirement.
- (4) Layoff in excess of five (5) consecutive years out of the City service.
- (5) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

e. Downgrade: A downgrade shall be defined as a change in job classification of which the top salary is less than the top salary of the employee's present classification, due to a layoff. Sworn employees shall only be allowed to downgrade to the appropriate classification in which the employee held a sworn position. Salary as referred to in this Article shall be the monthly salary range and respective salary step for the affected classification as identified in the salary schedule. An employee who is downgraded pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade.

16.3 PROCEDURE

In the event of a layoff the following procedure shall be utilized:

a. In the affected job classification the employee(s) with the least classification seniority shall be the first displaced.

b. An employee who is displaced from the classifications of Police Sergeant and Police Lieutenant shall be entitled to downgrade by asserting an earlier date of rank in the new classification. In the event a Police Lieutenant is laid off who has never held the rank of Sergeant, he/she shall downgrade to Police Officer by date of rank. If such a downgrade occurs, the downgrading employee shall replace the employee in the new job classification with the most recent date of rank.

c. An employee who is displaced from the classification of Dispatcher III shall be entitled to downgrade to Dispatcher II, provided that the downgrading employee has greater City service seniority. The displaced employee shall then be laid off.

d. An employee may accept a layoff in lieu of a downgrade under Section 16.3(b) or (c) of this Article, by written notification to Labor Relations 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 from which the employee was laid off.

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

f. In the event of a layoff, the City shall send by certified mail a layoff notice to all affected employees. Such notice shall be postmarked at least fourteen (14) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address currently printed on the employee's paycheck, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. However, the employee who is on sick leave or IOD status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.

16.4 FRINGE BENEFITS

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

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget

Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage.

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

16.5 RECALL

a. When a vacancy occurs in a classification, the employee(s) eligible to return to that classification shall be recalled on the basis of date of rank in that classification for sworn employees, and City service date for civilian employees. Employees with permanent status shall be entitled to recall rights, for a period of five (5) consecutive years from the date of layoff/displacement. 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. Employees with probationary status shall have recall rights for a period of two (2) consecutive years from the date of layoff/displacement, but upon recall, shall start a new probationary period. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall lose all recall rights and shall gain permanent status in the classification to which the employee downgraded.

b. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the last mailing address as furnished by the laid off employee. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to employees with the earliest date of rank in the classification where the vacancy exists. This recall notice shall be by certified mail and the employee shall have fourteen (14) calendar days to report to work from the postmark date on the recall notice. An employee who is laid off shall be given a physical examination prior to or at the time of layoffs and upon his/her recall. Upon being recalled the employee shall meet the medical standards established by the layoff physical, with consideration of normal changes of physical condition (aging) occurring while laid off. The standard shall be established on an individual basis.

16.6 POLICE-RELATED OFF-DUTY EMPLOYMENT

During the period of any layoffs, Article 17, Police-Related Off-Duty Employment, shall be amended to provide first call for any off-duty employment to those officers who have been laid off or downgraded until such employee is employed as a sworn officer in another jurisdiction, or declines a recall offer. This will amend Section 17.1(d) so that all laid off or downgraded officers will not be on a rotating list but will be first called for any job. If there are not sufficient laid-off officers to fill the needs of a job requirement then Section 17.1(d) will apply.

ARTICLE 17 – POLICE-RELATED OFF-DUTY EMPLOYMENT

The Sacramento Police Department will administer police-related off-duty employment in accordance with the following policy:

17.1 SUPPLEMENTAL OUTSIDE EMPLOYMENT

a. General

The Sacramento Police Department shall allow citizens and governmental agencies to contract with the City for additional police service in the form of uniformed Police Officers providing foot patrol of an event or a piece of property. The Chief of Police or designated representative shall determine which events officers will be allowed to work pursuant to this Article. The City, by virtue of this Article, shall not be limited in its use of private security. Use of Reserve Officers for Supplemental Outside Employment shall be in accordance with Section 24.17.

b. Officer Assignment

- (1) The officers assigned will be volunteers working off of an availability/rotation list. The number and rank of officers assigned will be determined by the Chief's designated representative.
- (2) Sergeants may work in assignments designated for Police Officers, however, they will be paid at the rate of the top step Police Officer (Advanced P.O.S.T./Bachelor's degree) at time and one-half (1-1/2).
- (3) An officer will receive a minimum of four (4) hours supplemental outside employment pay for each assignment regardless of actual time worked.
- (4) Officers who desire to be placed on the availability/rotation list must have completed their Police Officer probationary period. Phase 4 probationary officers may be placed on the availability/rotation list with the approval of their Watch Commander. Officers on sick leave, IOD leave, "light duty", leave of absence, or on suspension shall not be eligible. No officer will be assigned from the availability/rotation list within twenty-four (24) hours of the end of the shift of a day taken as sick leave. Officers, while assigned to jobs under the supplemental outside employment rate, shall be subject to all rules, orders, and procedures of the Police Department. In no event shall an officer performing supplemental outside employment work be assigned to a job site where a labor union picket line has been established.
- (5) There must be at least an eight (8) hour spread between the end of a supplemental outside employment assignment and the start of a regular assignment.

c. Rate of Pay

The supplemental off-duty employment rate for hours worked under this program will be time and one-half (1-1/2) the regular rate of pay. The cost charged to citizens or agencies will be the supplemental outside employment rate, plus administrative costs, including, but not limited to, workers' compensation, liability insurance, and clerical costs.

d. Procedure

- (1) All eligible officers who desire employment at the supplemental off-duty employment rate will complete a written request form stating name, address, telephone number, rank, present duty assignment, normal work hours, and days off. The form will be forwarded to the Chief's designated representative where the names will be placed on an availability/rotation list in alphabetical order. Each officer will be responsible for updating information on the form.
- (2) The availability/rotation list will be the basis for all assignments of officers. Citizens or agencies may request the same officer(s) at a series of events or jobs. In such cases the officer's name shall be temporarily removed from the availability/rotation list until the number of hours worked, in a month, by all officers is approximately the same.
- (3) Any officer who fails to accept three (3) assignments within a two (2) month period without a valid excuse (sick, vacation or shift changes) will be removed from the list. An officer who is removed from the availability/rotation list is not eligible for reinstatement for a period of six (6) months.
- (4) As officers apply for placement on the availability/rotation list, their names will be placed in alphabetical order on the list.

17.2 OFF-DUTY POLICE OFFICERS ASSIGNED TO CITY-SPONSORED EVENTS

a. Off-duty Police Officers may volunteer to work City-sponsored events. Police Officers will be selected from the supplemental outside employment availability/rotation list. If there are not sufficient volunteers to fully staff the City-sponsored events, the City may exercise its right to use Reserve Police Officers to supplement the staffing.

b. The rate of pay for a Police Officer and Police Sergeant shall be the same as that in Section 17.1(c). A Police Sergeant not assigned as a supervisor shall receive the rate for Police Officer.

c. Off-duty Police Officers may work under this Section a maximum of twelve (12) hours within a twenty-eight (28) day work period. To the extent required by law, the hours worked under this Article shall be included in determining the Fair Labor Standards

Act "hours worked" for the twenty-eight (28) day work period, and the pay for such hours shall be computed in accordance with the Fair Labor Standards Act.

d. The hours worked and pay received in City-sponsored events employment shall not be credited towards years of service or counted in the highest year(s) average for retirement benefits.

e. Except as otherwise provided, the provisions of the Supplemental Off-Duty Employment Section shall apply to this Section.

ARTICLE 18 – DISPATCHERS

18.1 AGREEMENT APPLICABILITY

Unless specifically provided elsewhere in this Agreement, only the following provisions shall be applicable to the classifications of Dispatcher I, Dispatcher II, and Dispatcher III:

<u>Article</u>	<u>Section</u>	<u>Subject</u>
1	1.1	Recognition
2	2.1	City Rights
3	3.1	Payroll Deductions
	3.2	Sworn and Civilian Employee Rights
	3.3	SPOA Time
	3.4	Access to New Employees
4	All	Grievance Procedure
5	All	Salary Adjustments
6	All	Salary Administration
7	All	Health and Welfare
8	8.3	Flexible Hours
	8.4	Furlough/Reduced Workweek
	8.5	Part-Time Option
9	9.2	Court Overtime
	9.3	Telephone Standby Time
	9.5	Cancellation of Appearances
	9.6	Miscellaneous Appearances
	9.7	Call-Back
10	10.2	On-Call

13	13.1a-f	Holiday Benefit
	13.2	Sick Leave
	13.3	Vacation Administration
	13.4	Pregnancy Disability Leave
	13.5	Catastrophic Leave Plan
	13.6	Court Leave
	13.7	Personal Leave
	13.8	Bereavement
16	16.1	Purpose
	16.2	Definitions
	16.3	Procedure
	16.4	Fringe Benefits
	16.5	Recall
18	All	Dispatchers
21	All	Driver License, Regional Transit Monthly Pass, and Parking
22	All	Discipline
23	23.1	Civilian PERS Retirement Plan and Contribution
24	24.1	Non-Discrimination
	24.4	Light Duty Policy
	24.5	Medical Examinations
	24.6	Incorporation of Previous Agreements
	24.7	Savings Clause
	24.8	Strikes and Lockouts
	24.9	Payroll Errors
	24.10	Tuition Reimbursement
	24.11	Bilingual Pay
	24.12	Safety Advisory Committee
	24.13	Time Off for Examinations
	24.14	Employee Performance Evaluations
	24.18	Term

18.2 OVERTIME DEFINED

a. Employees required to work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated for such work at one and one-half (1½) times their regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

b. Regular overtime is time worked adjacent to and immediately before or after the employee's regular shift, and is compensated at the overtime rate for all time actually worked.

c. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours' notice or more. Scheduled overtime shall be compensated for a minimum of one hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

d. Voluntary overtime is at the request of and with the consent of the employee and is compensated at the overtime rate for all time actually worked.

e. Overtime compensation shall be paid by cash payment or with compensating time off (CTO) at the request of the employee. The scheduling of CTO must be approved in advance by the appointing authority or designee and may be denied based on the need for backfill or emergency needs.

f. Employees may accrue up to one hundred sixty (160) hours of CTO.

g. Employees may request a cash-out of forty (40) hours of accrued CTO time at the regular rate of pay to be paid on or before the first paycheck in November. Employees must request the cash-out on or before September 10th.

h. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

18.3 4/10 WORK SCHEDULE

Employees will work the 4/10 work schedule in the Communications Division where feasible.

18.4 REST PERIODS

Employees shall be afforded rest periods of fifteen (15) minutes during the first half of the employee's shift, and fifteen (15) minutes during the last half of the shift.

18.5 OUT-OF-CLASSIFICATION PAY

a. When a vacancy arises above the level of Dispatcher II, or when an employee above the level of Dispatcher II is absent or unavailable for his/her regularly assigned duties, an employee may be temporarily assigned in writing by the manager or designee to perform the substantial duties of the higher classification until such time as the absent or unavailable employee returns or the vacancy is filled. The employee so temporarily assigned shall be compensated for the duration of the out-of-classification assignment by the payment of five (5) percent of the regular salary he/she received prior to the out-of-classification assignment.

b. Perform the substantial duties of means, actively engaged as the radio supervisor monitoring radio traffic; scheduled as the complaint desk supervisor; performing the supervisory functions of the higher classification (disciplinary action, employee counseling and review, managing and directing the employees, laying out and planning work activity); or performing the administrative functions of the position. In and of itself performing any "one" of the above tasks does not lend itself to out-of-classification pay.

c. Out-of-classification assignment(s) shall be staffed as determined by Police management and rotated among qualified employee(s) currently working on the affected shift, as follows:

- (1) "Qualified" is determined based on training, skill and ability to perform the specific position available for out-of-classification assignment.
- (2) The order of preference for assignment among qualified employees who are available for the entire out-of-classification assignment shall be based on:
 - (a) City seniority for those employee(s) who were previously demoted and on a recall list for Dispatcher III;
 - (b) employee(s) on the eligible list for the classification without regard to placement;
 - (c) volunteer(s) on the affected shift; or
- (3) Within each category of preference, when training, skill and ability are equal, seniority shall be used to determine the out-of-classification assignment.

18.6 SHIFT BIDS AND ASSIGNMENTS

a. Career employees in the classifications of Dispatcher I, II and III who have completed their probationary period by the Saturday of the first pay period in January shall be permitted to annually bid for work shift preference, days off and vacation based on classification seniority. Management may deviate from seniority for just cause.

b. The annual shift bid shall be scheduled during the month of November.

c. When a vacancy arises for a Dispatcher II or III position, the decision to fill such vacancy shall be at management's discretion. If the position is to be filled, a notice shall be posted on Department bulletin boards for seven (7) calendar days prior to the filling of the vacancy. The posting shall indicate the anticipated date upon which the vacancy will be filled. The position shall be filled by classification seniority from among the applicants in that classification, except that management may deviate from seniority for team integrity for Dispatchers III, availability and distribution of shift composition and/or

just cause. A vacancy or vacancies resulting from the filling of the original posted opening shall not be subject to this procedure.

d. Permanent vacancies are those which arise due to retirement, death, removal, resignation, promotion, or where the employee is absent from a position for a period of six (6) consecutive months due to paid or unpaid leave of absence, or twelve (12) consecutive months due to IOD. A return to work of one hundred sixty (160) hours or less shall not constitute a break in consecutive time off, provided that a new illness or injury shall constitute a separate episode.

e. Temporary vacancies, including leaves of absence of less than six (6) or twelve (12) months as applicable, may be filled on a temporary basis. If such position is to be filled for the duration of the temporary vacancy it shall be posted as in Section 18.5(c). The employee assigned as a result of the posting shall have no right to their prior bid position if any, or to the temporary vacancy upon return of the incumbent employee, and shall be assigned a position at the discretion of management.

f. Dispatch schedules shall be posted four (4) weeks in advance.

18.7 UNIFORMS

Career employees shall be provided a uniform allowance in the amount of twenty-five dollars (\$25.00) bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

18.8 CONTRACTING OUT

a. The City shall not contract out for goods and services performed by bargaining unit employees which will result in any career employee being laid off without prior consultation with the Association concerning the impact on the terms and conditions of employment of employees covered by this Agreement.

b. Any layoffs resulting from the City's action shall be made pursuant to the layoff provisions of this Agreement.

18.9 COMMUNICATIONS TRAINING OFFICER PAY

a. A Dispatcher II who is certified and assigned as a Communications Training Officer (CTO) shall be paid the nine and one-half percent (9½%) rate for such out-of-classification assignment. Employees who are designated by management to perform CTO functions will be paid nine and one-half percent (9½%) for each hour of that assignment.

b. CTO pay shall be additive and shall not be compounded with any other type of pay or incentive.

c. The department shall maintain a ratio of three (3) full-time CTOs for every two (2) trainees.

18.10 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) dispatchers who work five-eighths (5/8) or six-tenths (6/10), as applicable, or more of their regular shift in the period extending from 6:00 p.m. to 12:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Dispatchers who work less than five-eighths (5/8) or six-tenths (6/10), as applicable, of their work shift in the period extending from 6:00 p.m. to 12:00 a.m., shall be compensated for those hours worked (to the nearest one-half) within this period by payment of an additional five percent (5%) of their base pay for such hours.

b. Career and non-career (+1,040) dispatchers who work five-eighths (5/8) or six-tenths (6/10), as applicable, or more of their regular shift in the period extending from 12:00 a.m. to 7:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional seven percent (7%) of their base pay for that shift. Dispatchers who work less than five-eighths (5/8) or six-tenths (6/10), as applicable, of their regular work shift in the period extending from 12:00 a.m. to 7:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional seven percent (7%) of their base pay for such hours. This differential shall be flexibly applied to minimize any negative impact based on changes to shift start and stop times.

18.11 INCENTIVES

a. A Dispatcher II or III with a bachelor's degree (BA or BS) or higher from an accredited college or university shall receive an educational incentive equal to five percent (5%) of their base rate of pay.

b. A Dispatcher II or III with an associate's degree (AA or AS) from an accredited college or university shall receive an educational incentive equal to two and one-half percent (2-1/2%) of their base rate of pay.

c. A Dispatcher I with a bachelor's degree (BA or BS) or higher from an accredited college or university, and five (5) years of City service, shall receive an educational incentive equal to five percent (5%) of their base rate of pay.

d. A Dispatcher I with an associate's degree (AA or AS) from an accredited college or university, and seven (7) years of City service, shall receive an educational incentive equal to two and one-half percent (2-1/2%) of their base rate of pay.

e. An employee is only eligible to receive one of the above educational incentives.

f. The incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Personnel Services Division of the Police Department.

18.12 P.O.S.T. INCENTIVE

A Dispatcher I/II/III with a P.O.S.T. Public Safety Dispatcher Certification and three (3) or more years of City service shall receive an incentive equal to five percent (5%) of their base rate of pay. This incentive is additive and shall not be compounded with any other form of pay or incentive.

18.13 BENEFITS FOR LATERAL HIRE DISPATCHER II/III

a. As an incentive to lateral hires, the City may offer the following benefits in its discretion:

- (1) The one-time or annual award of Supplemental Administrative Time Off (Supplemental ATO). The purpose of the award of Supplemental ATO pursuant to this Section is intended to provide the candidate with the amount of leave that he/she would be accruing had the candidate been an employee of the City for the duration of their employment as a Dispatcher. As such, the amount of Supplemental ATO awarded in any year shall not, when aggregated with the amount of vacation accrued by the employee in that year, exceed the vacation accruals described in City Charter Section 107. In addition, the employee's aggregate total of vacation and Supplemental ATO shall not exceed 480 hours. Supplemental ATO awarded pursuant to this Section shall have no cash value.
- (2) The one-time award of Restricted Sick Leave credit to be used during the first two (2) years of City service. Candidates with one (1) to five (5) years of experience – forty (40) hours; Candidates with six (6) to ten (10) years of experience – eighty (80) hours; Candidates with more than ten (10) years of experience – one hundred twenty (120) hours. Restricted Sick Leave awarded pursuant to this Section shall have no cash value and will expire at the end of two (2) years from the candidate's date of hire.
- (3) Educational incentives pursuant to Section 18.11 will be credited upon hire.
- (4) The probationary period will be twelve (12) months.

b. The Department may hire lateral candidates into the salary step consistent with the candidate's previous experience and skills.

18.14 BENEFITS FOR REHIRE DISPATCHER II/III

As an incentive to rehires, the City may award the following in its discretion:

a. Classification seniority will include the previous time spent in the Dispatcher II/III classification while employed by the City.

b. Rehires who left City service on or before June 24, 2005, will be credited with two-thirds (2/3) the amount of hours of sick leave that they had upon termination. Rehires who left City service on June 25, 2005, or later, may be credited with the full amount of sick leave that they had upon termination.

c. Educational incentives pursuant to Section 18.11 may be credited upon hire.

d. Rehires will return to the same salary step that they held when they left City service.

e. The City may make a one-time or annual award of Supplemental Administrative Time Off (Supplemental ATO). The purpose of the award of Supplemental ATO pursuant to this Section is intended to provide the candidate with the amount of leave that he/she would be accruing had the candidate been an employee of the City for the duration of their employment as a Dispatcher. As such, the amount of Supplemental ATO awarded in any year shall not, when aggregated with the amount of vacation accrued by the employee in that year, exceed the vacation accruals described in City Charter Section 107. In addition, the employee's aggregate total of vacation and Supplemental ATO shall not exceed 480 hours. Supplemental ATO awarded pursuant to this Section shall have no cash value.

f. The probationary period shall be twelve (12) months.

18.15 USE OF FITNESS CENTER FOR DISPATCHERS

a. Employees in the classification of Dispatcher I, II, and III will be permitted to use the fitness center located at the Communications Center during their paid meal period. Dispatchers who currently have a forty (40) minute paid meal period and wish to exercise in the fitness center will be permitted to have a seventy (70) minute paid meal period in order to do so. The minimum work out time will be thirty (30) minutes.

b. Dispatchers who use the fitness center during their paid meal period will be required to meet with the Department's fitness coordinator for assessment and approval prior to using the fitness center.

c. Although Dispatchers will be using the fitness center during their paid meal period, the parties agree that participation is not a job requirement in the classifications of Dispatcher I, II, and III, that use of the fitness center is completely voluntary, and that such use is not work related.

d. Dispatchers shall be required to sign a waiver of liability which acknowledges their understanding and acceptance of the conditions for use of the fitness center.

e. Dispatchers who do not use the fitness center during their regular shift will continue to have a forty (40) minute paid meal period.

18.16 RESERVE DISPATCHERS

The City shall have the right to use Reserve Dispatchers to work uncovered shifts and schedules of Dispatcher I/II. Reserve Dispatchers are not to replace career Dispatcher positions. Reserve Dispatchers shall not be assigned to work radio.

ARTICLE 19 – COMMUNITY SERVICE OFFICER

19.1 AGREEMENT APPLICABILITY

Unless specifically provided elsewhere in this Agreement, only the following provisions shall be applicable to Community Service Officers (CSOs):

<u>Article</u>	<u>Section</u>	<u>Subject</u>
1	1.1	Recognition
2	2.1	City Rights
3	3.1	Payroll Deductions
	3.2	Sworn and Civilian Employee Rights
	3.3	SPOA Time
	3.4	Access to New Employees
4	All	Grievance Procedure
5	All	Salary Adjustments
6	All	Salary Administration
7	All	Health and Welfare
8	8.1(b)	Hours of Work (in Investigations)
	8.2	4/10 Plan (in Patrol)
	8.3	Flexible Hours
	8.4	Furlough/Reduced Workweek
9	9.2	Court Overtime
	9.3	Telephone Standby Time
	9.4	Telephone Overtime
	9.5	Cancellation of Appearances
	9.6	Miscellaneous Appearances
	9.7	Call Back
	9.8	Shift Change Notice (in Patrol)
10	10.5	Detective Pay (in Investigations)
	10.6	Training Officer Pay

13	13.1a-f	Holiday Benefit
	13.2	Sick Leave
	13.3	Vacation Administration
	13.4	Pregnancy Disability Leave
	13.5	Catastrophic Leave Plan
	13.6	Court Leave
	13.7	Personal Leave
	13.8	Bereavement
15	15.2e	Annual Patrol Division Sign-Up
16	16.1	Purpose
	16.2	Definitions
	16.3	Procedure
	16.4	Fringe Benefits
	16.5	Recall
	16.6	Police Related Off-Duty Employment
17	17.1	Supplemental Outside Employment
	17.2	Off-Duty Police Officers Assigned to Park Patrol and Other City-Sponsored Events
19	All	Community Service Officer
21	All	Driver License, Regional Transit Monthly Pass, and Parking
22	All	Discipline
23	23.1	Civilian PERS Retirement Plan and Contribution
24	24.1	Non-Discrimination
	24.2a	Safety Equipment
	24.3	Repair or Replacement of Damaged Uniform Items and Personal Property
	24.4	Light Duty Policy
	24.5	Medical Examinations
	24.6	Incorporation of Previous Agreements
	24.7	Savings Clause
	24.8	Strikes and Lockouts
	24.9	Payroll Errors
	24.10	Tuition Reimbursement
	24.11	Bilingual Pay
	24.12	Safety Advisory Committee
	24.13	Time Off for Examinations
	24.14	Employee Performance Evaluations
	24.18	Term

19.2 OVERTIME DEFINED

a. Employees required to work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated for such work at one and one-half (1-1/2) times their regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

b. Regular overtime is time worked adjacent to and immediately before or after the employee's regular shift, and is compensated at the overtime rate for all time actually worked.

c. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours' notice or more. Scheduled overtime shall be compensated for a minimum of one hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

d. Voluntary overtime is at the request of and with the consent of the employee and is compensated at the overtime rate for all time actually worked.

e. Overtime compensation shall be paid by cash payment or with compensating time off (CTO) at the request of the employee. The scheduling of CTO must be approved in advance by the appointing authority or designee and may be denied based on the need for backfill or emergency needs.

f. Employees may accrue up to one hundred sixty (160) hours of CTO.

g. Employees may request a cash-out of forty (40) hours of accrued CTO time at the regular rate of pay to be paid on or before the first paycheck in November. Employees must request the cash-out on or before September 10th.

h. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

19.3 LUNCH PERIOD

The lunch period for a CSO shall be established based on their assignment and schedule. Patrol assignments shall generally include a paid lunch, and investigations and administrative assignments shall generally include an unpaid lunch of thirty (30) minutes or one hour.

19.4 SHIFT BID AND ASSIGNMENT

a. CSO assignments, except for the Office of the Chief and Patrol, shall be posted for fourteen (14) days prior to filling a position. Career employees in the classification of CSO who have completed the probationary period may request transfer. The announcement shall include the nature and duration of the assignment, shift and days

off, and criteria to be used in filling the position. The selection shall consider skill, ability, training, experience, education, performance, and all other things being equal, seniority shall prevail.

b. Career employees in the classification of CSO who desire assignment in Patrol will be permitted to participate in the Patrol Division sign-up in accordance with Article 15.2.

19.5 VACATION SCHEDULING

CSOs shall annually bid vacation schedules by assignment based on seniority prior to January 1 of each year.

19.6 UNIFORMS

The City shall provide career employees a uniform allowance in the amount of thirty dollars (\$30.00) bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

19.7 INCENTIVES

a. A CSO who has successfully completed probation, with a bachelor's degree (BA or BS) or higher from an accredited college or university shall receive an educational incentive equal to five percent (5%) of their base pay.

b. A CSO who has successfully completed probation, with an associate's degree (AA or AS) from an accredited college or university shall receive an educational incentive equal to two and one-half percent (2-1/2%) of their base pay.

c. A CSO is eligible to receive only one of the above educational incentives.

d. The incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Personnel Services Division of the Police Department.

e. These incentives are additive and shall not be compounded with any other form of pay or incentive.

19.8 NON-CAREER (LIMITED-TERM) COMMUNITY SERVICE OFFICERS

a. The provisions of Civil Service Board Rule 6.9(b)(2), regarding limited-term appointments to twelve (12) months and prohibiting extensions beyond twelve (12) months, is waived only for the effective application of this Section.

b. The provisions of Civil Service Board Rule 5.6, requiring the termination of services of any non-career employee within thirty (30) days of the effective date of an eligible list for the career CSO classification, is waived only for the effective application of this Section.

c. The salary for the CSO (Limited-Term) classification will be the same as the career classification, Step 1. At the Department's discretion, a candidate may be hired at a different step or may be advanced to a higher step.

d. Employees appointed as limited-term into the classification of CSO (Limited-Term) are represented by the SPOA. The City will provide the SOPA time to meet with all new limited-term CSOs hired under this program.

e. The provisions of Section 3.2(b) of this Agreement shall apply to the classification of CSO (Limited-Term).

f. In the event that a CSO (Limited-Term) is released for cause from the non-career employment with the City, the CSO (Limited-Term) may have an administrative review of the release 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. This Section shall not be subject to the Grievance Procedure.

ARTICLE 20 – PARK SAFETY RANGER

20.1 AGREEMENT APPLICABILITY

Unless specifically provided elsewhere in this Agreement, only the following provisions shall be applicable to Park Safety Rangers (Rangers):

<u>Article</u>	<u>Section</u>	<u>Subject</u>
1	1.1	Recognition
2	2.1	City Rights
3	3.1	Payroll Deductions
	3.2	Sworn and Civil Employee Rights
	3.4	Access to New Employees
4	All	Grievance Procedure
5	All	Salary Adjustments
6	All	Salary Administration
7	All	Health and Welfare
8	8.3	Flexible Hours
	8.4	Furlough/Reduced Workweek

9	9.2	Court Overtime
	9.5	Cancellation of Appearances
	9.6	Miscellaneous Appearances
	9.7	Call Back
	9.8	Shift Change Notice
10	10.2	On-Call
	10.4a,b	Sworn Out-of-Classification Pay
13	13.1a-d	Holiday Benefit
	13.2	Sick Leave
	13.3	Vacation Administration
	13.4	Pregnancy Disability Leave
	13.5	Catastrophic Leave Plan
	13.6	Court Leave
	13.7	Personal Leave
	13.8	Bereavement
15	15.4d,e	Posting Outside of Patrol and Specialty Assignments in Patrol
16	16.1	Purpose
	16.2	Definitions
	16.3	Procedure
	16.4	Fringe Benefits
	16.5	Recall
21	21.1	Driver License Policy
	21.2	Driver License Requirements
	21.3	Regional Transit Monthly Pass
22	22.1	In-Lieu Discipline
	22.2	Letter of Reprimand
	22.3a,b,c	Appeals of Formal Discipline
	(2),(3),(4)	Above a Letter of Reprimand
	22.4	Documented Counseling
23	23.1	Civilian PERS Retirement Plan and Contribution
24	24.1	Non-Discrimination
	24.2a	Safety Equipment
	24.5	Medical Examinations
	24.6	Incorporation of Previous Agreements
	24.7	Savings Clause
	24.8	Strikes and Lockouts
	24.9	Payroll Errors
	24.10	Tuition Reimbursement

24.11	Bilingual Pay
24.13	Time Off for Examinations
24.14	Employee Performance Evaluations
24.18	Term

20.2 HOURS OF WORK

a. The workweek for career Park Safety Ranger Assistants, Park Safety Rangers and Park Safety Ranger Supervisors ("employees") will begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek will consist of forty (40) working hours during that seven (7) day period.

b. The workweek schedule shall consist of forty (40) hours in increments of four (4) ten (10) hour workdays (4/10). Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks.

c. Employees, except those on a straight ten (10) hour workday, will take an unpaid meal period of thirty (30) minutes which shall be scheduled generally in the middle of the work shift. Employees who are scheduled to work a 4/10 will have a forty (40) minute paid meal period.

20.3 PART-TIME OPTION FOR RANGERS

Rangers shall be allowed to participate in the City of Sacramento Personnel Policy Instruction (PPI) II-83-1, Permanent Part-Time and Job Sharing Employment, dated May 12, 1983. Holidays will be accrued in pursuant to Section 13.1 on a pro-rated basis. Subsections 5.2.b.2-3 of PPI II-83-1 will not apply as Rangers do not observe City Holidays.

20.4 OVERTIME

a. Employees required to work in excess of their regularly scheduled shift or forty (40) hours per workweek shall be compensated at the rate of time and one-half (1½) the regular rate of pay. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 27, 2014, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

b. Regular overtime is time worked adjacent to and immediately before or after the employee's regular shift, and is compensated at the overtime rate for all time actually worked.

c. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours' notice or more. Scheduled overtime shall be compensated for a minimum of one (1) hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

d. Voluntary overtime is at the request of and with the consent of the employee and is compensated at the overtime rate for all time actually worked.

e. Overtime compensation shall be paid by cash payment or with compensating time off (CTO), as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee and may be denied based on the need for backfill or emergency needs.

f. Employees may accumulate up to eighty (80) hours of CTO.

g. Employees may request a cash-out of forty (40) hours of accrued CTO time at the regular rate of pay to be paid on or before the first paycheck in November. Employees must request the cash-out on or before September 10.

20.5 SHIFT AND VACATION BID AND FILLING VACANCIES

a. Career employees in the Ranger series who have completed their probationary period shall be permitted to annually bid for shift, days off and vacation based on classification seniority. Management may deviate from seniority for just cause. Assignments may be moved based on operational need.

b. The annual shift bid shall be scheduled during the month of October preceding the effective year of the bid.

c. Vacancy assignments will be posted fourteen (14) days prior to filling a position. Rangers who have completed their probationary period may request a transfer. The announcement of an assignment to be filled will include the nature and duration of the assignment, shift and days off, and criteria to be used in filling the position. The selection will consider skill, ability, training, experience, work performance, and all other things being equal, seniority will prevail.

d. Permanent vacancies are those which arise due to retirement, death, removal, resignation, promotion, or where the employee is absent from a position for a period of six (6) consecutive months due to paid or unpaid leave of absence, or twelve (12) consecutive months due to IOD. A return to work of one hundred sixty (160) hours or less shall not constitute a break in consecutive time off, provided that a new illness or injury shall constitute a separate episode.

e. Temporary vacancies, including leaves of absence of less than six (6) or twelve (12) months as applicable, may be filled on a temporary basis. If such position is to be filled for the duration of the temporary vacancy it shall be posted as in Section 18.5(c). The employee assigned as a result of the posting shall have no right to their prior bid position if any, or to the temporary vacancy upon return of the incumbent employee, and shall be assigned a position at the discretion of management.

20.6 UNIFORMS

The City shall reimburse Rangers in the amount of thirty dollars (\$30.00) bi-weekly for regulation items of uniform and personal equipment that the City requires to be worn as a condition of employment.

20.7 VEST VOUCHERS

- a. Rangers may, with Department approval, purchase a bullet proof vest.
- b. Employees authorized to purchase new vests will be provided with a voucher that has a maximum value of \$729.00, including tax.
- c. Employees must purchase a vest using the following criteria:
 - (1) Vests may only be purchased from Department-approved vendors.
 - (2) Vests must meet or exceed the specifications of a IIIA vest as established by the National Institute of Justice.
 - (3) Vest costs that exceed the maximum amount of the voucher will be the responsibility of the employee.
 - (4) Vouchers have no cash value.
- d. Vouchers will be issued under the following circumstances:
 - (1) When a vest needs to be replaced due to work related damage (e.g., gunfire, knife, etc.).
 - (2) When the vest reaches its replacement timeframe (normally every five years).
 - (3) For new employees.
- e. Vests purchased with a voucher become the responsibility of the employee. It is the employee's responsibility to replace vests which become unusable due to improper proper sizing, theft, loss, or non-work related damage.
- f. All vests must be returned to the Department when they are no longer being used by the employee. Employees may not keep damaged vests or vests that have been replaced due to their five (5) year expiration.
- g. The Department reserves the right to adjust the value of the voucher on an annual basis within its discretion should the price of approved vests decrease.

20.8 INCENTIVES

- a. Employees in the classification of Park Safety Ranger or Park Safety Ranger Supervisor with a bachelor's degree (BA or BS) from a college or university accredited by one or more of the accreditation entities approved by the City of Sacramento Department of Human Resources shall receive an educational incentive equal to five percent (5%) of their base rate of pay.
- b. Employees in the classification of Park Safety Ranger or Park Safety Ranger Supervisor with an associate's degree (AA or AS) from a college or university accredited by one or more of the accreditation entities approved by the City of Sacramento Department of Human Resources shall receive an educational incentive equal to two and one-half percent (2.5%) of their base rate of pay.
- c. An employee is only eligible to receive one of the above educational incentives.
- d. The educational incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Senior Personnel Transactions Coordinator in the Parks and Recreation Department.
- e. Educational Incentives are additive and not compounded with any other type of pay or incentive.
- f. Employees must have completed probation before receiving an educational incentive.

20.9 OUT-OF-CLASSIFICATION PAY

- a. When a vacancy arises above the level of Park Safety Ranger, or when an employee above the level of Park Safety Ranger is absent or unavailable for his/her regularly assigned duties, an employee may be temporarily assigned in writing by management to perform substantially all the duties of the higher classification until such time as the absent or unavailable employee returns or the vacancy is filled. The employee so temporarily assigned shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary he/she received prior to the out-of-classification assignment.
- b. Substantially performs means actively engaged in the supervisory functions of the Park Safety Ranger Supervisor or higher (e.g., disciplinary action, employee counseling and review, managing and directing employees, laying out and planning work activity). In and of itself, performing any one of the above tasks does not lend itself to qualifying for out-of-classification pay.
- c. Eligibility for out-of-classification assignment shall be limited to a Park Safety Ranger on a promotional list. In instances where there is no one on a current eligible list, out-of-classification assignments shall be made at the discretion of management.

20.10 TRAINING OFFICER PAY

a. Rangers who are designated by management to perform Training Officer (TO) duties shall receive an incentive equal to seven percent (7%) of their base rate of pay only for time spent performing TO duties.

b. TO pay is additive and shall not be compounded with any other type of pay or incentive.

20.11 LAYOFFS, RECALLS AND SENIORITY

a. Procedure

In the event of a layoff, an employee who is displaced from the classification of Park Safety Ranger Supervisor shall be entitled to downgrade to Park Safety Ranger, provided that the downgrading employee has greater City service seniority. The displaced employee shall then be laid off.

b. Seniority for Career Employees

- (1) If two or more employees have an equal amount of classification seniority, the senior employee will be determined on the basis of greater City service seniority. If two or more employees have an equal amount of City service seniority, the senior employee will be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.
- (2) A seniority list will be made available to the Association on the first working day in September of each year, and after review with the Association, said list will be posted by the Parks and Recreation Department.

c. Non-Career Employees

- (1) When a layoff is to occur within the Ranger classifications, all non-career employees shall be laid off first.
- (2) Non-career employees will be laid off in the order provided by established Department of Parks and Recreation procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees will be laid off in such order as the Department Head will provide. In no event will a career employee suffer a layoff until all non-career employees have been laid off.

d. Recall of Non-Career Employees

A non-career employee (+1040) laid off as described above will have recall rights back to the job classification from which he/she was laid off for a period of two (2)

years. The order of recall will be as provided in established Parks and Recreation department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees will be recalled in such order as determined by the Department Head. No such non-career employees will be hired or recalled to a position until such time as all career employees have exhausted or lost their recall rights back to that position. Non-career employees (-1040) will have no recall rights.

20.12 APPEAL OF FORMAL DISCIPLINE ABOVE A LETTER OF REPRIMAND

Disciplinary appeals above a letter of reprimand shall be conducted pursuant to Rule 12 of the Rules and Regulations of the Civil Service Board. The arbitrator may only sustain, modify or deny the discipline that is being appealed.

ARTICLE 21 – DRIVER LICENSE, REGIONAL TRANSIT MONTHLY PASS, AND PARKING

21.1 DRIVER LICENSE REQUIREMENTS

An employee, as a condition of continued employment, shall comply with the applicable Federal and State laws and regulations mandating the type of classes of commercial vehicle licenses and endorsements to legally operate City vehicles and related equipment. The City shall, in its discretion, determine the classifications and identify the class of commercial license and endorsements required for all or some job assignments. The City agrees to meet and confer with the Association prior to implementation of changes in driver license requirements mandated by State or Federal law.

21.2 REGIONAL TRANSIT MONTHLY PASS

a. Sacramento Regional Transit District (SRTD)

Full-time career civilian employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on a SRTD monthly pass. Part-time career civilian employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Department of Finance, Revenue and Collections Division, on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Eligible full-time career civilian employees who regularly utilize other bus transportation regulated by the Public Utilities Commission (i.e., buses, vanpools, rail) for home-to-work commuting are eligible for monthly reimbursement up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time civilian employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue and

Collections Division, on or before the fifth day of the month to obtain reimbursement. The amount of monthly reimbursement shall not exceed one hundred twenty (\$120) dollars.

21.3 EMPLOYEE PARKING

Free parking at police substations will be provided to assigned officers when such substations become operational.

21.4 DISCOUNTED PARKING RATE

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces allotted to the Police Department by the Department of Public Works in the Memorial Garage, located at 14th and H Streets, at a discounted rate of thirty percent (30%) off of the full regular monthly Memorial Garage rate. This provision will remain in effect until further notice by the City.

21.5 DOWNTOWN PARKING SUBSIDY

Full-time career employees who are permanently assigned to a location in the downtown area and do not already receive free parking shall receive a parking subsidy of ninety (\$90.00) dollars per month, to be paid the first two pay checks of each month. Part-time career employees shall receive sixty (\$60.00) dollars per month. The downtown area shall be as designated in Exhibit B.

ARTICLE 22 – DISCIPLINE

22.1 IN-LIEU DISCIPLINE PROGRAM

By mutual agreement between the Chief of Police or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday and/or vacation credits equal to the number of hours of suspension in-lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited holiday/vacation credits. An employee who has forfeited accumulated vacation credits may utilize accumulated holiday credit for an approved vacation period. This Section shall not be subject to the Grievance Procedure.

22.2 LETTER OF REPRIMAND

a. A letter of reprimand 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. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand will be withdrawn from an employee's official personnel file eighteen (18) months from the date of issue provided there has not been additional formal discipline imposed during the eighteen-month period. If an employee is the subject of additional discipline in the eighteen-month period, the eighteen-month period will restart on the date of the new discipline is imposed.

22.3 APPEALS OF FORMAL DISCIPLINE ABOVE A LETTER OF REPRIMAND

Appeals of all formal discipline above letter of reprimand will be heard by a third party neutral arbitrator using one of the two following processes, at the employee's discretion. On any discipline above an eighty (80) hour suspension, if there is a disagreement between the parties regarding which process to use, the default will be formal arbitration.

a. Expedited Arbitration Hearing

- (1) A mutually agreed upon arbitrator will serve a one (1) year term. Either party may request a change in arbitrator by giving sixty (60) calendar days' notice in writing to the other party. Each party may only request a change of arbitrator once in a one-year period.
- (2) The expedited arbitrations will be held one day a month to resolve cases which have been referred for hearing. The hearing will be held at a mutually agreed upon location.
- (3) Each party will have two and one half (2-1/2) hours to present its case, including whatever time it takes to reserve for rebuttal. The presentation of evidence will be made by submitting a statement of facts stipulated by the parties and/or the presentation of witness and documentary evidence. A court reporter will transcribe the proceedings, but a transcript will only be prepared at the request of either party. After presentation of the evidence, each party will have thirty (30) minutes to make an oral argument before the arbitrator. No briefs will be submitted.
- (4) Prior to the decision, the parties may agree to mediation. At the conclusion of the case presentation, the arbitrator will announce the decision orally to all parties. The decision of the arbitrator shall be reduced to writing in order to be presented as the joint recommendation of the parties and shall be advisory to the Civil Service Board, however the decision of the arbitrator will not be used as precedent in any other case.

b. Formal Arbitration Hearing

- (1) The City and the Association agree to a hearing process which utilizes a third party neutral arbitrator. The parties may agree upon the selection of a third party neutral arbitrator. If the parties are

unable to agree upon the selection of a third party neutral arbitrator, the arbitrator shall be chosen by striking names from a panel provided by the State Mediation and Conciliation Service.

- (2) The City and the Association shall agree upon the parameters of the request to the State Mediation and Conciliation Service for a list of arbitrators.
- (3) The arbitrator shall attempt to mediate the appeal if the mediation is jointly requested by the parties.
- (4) The decision of the arbitrator, which shall be presented as the joint recommendation of the parties, shall be advisory to the Civil Service Board.

c. Both the expedited and formal arbitrations will be held in accordance with the following:

- (1) The hearings will be conducted pursuant to Rule 12.1 through 12.8 of the Rules and Regulations of the Civil Service Board. The arbitrator may only sustain, modify or deny the discipline that is being appealed.
- (2) The arbitrator's decision becomes the jointly recommended proposed decision or the parties may agree to enter into a settlement agreement which adopts the arbitrator's decision.
- (3) The parties will equally share the expenses of the arbitrator, court reporter, and transcript, if requested.
- (4) City employees will not suffer a loss of pay for time spent participating in an arbitration.

22.4 SUSPENSIONS AND PAY REDUCTIONS

a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file, Police Personnel file, and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.

b. All discipline documents that are removed from the employee's personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.

22.5 DOCUMENTED COUNSELING

A documented counseling shall be maintained in an employee's Division file for a period of one (1) year at which time the document shall be removed and not be used for purposes of further disciplinary action. Once removed, the documented counseling may not be used to enhance subsequent discipline but may be used to demonstrate that the employee is aware of the issue and/or for impeachment purposes.

ARTICLE 23 – RETIREMENT

23.1 CIVILIAN PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees in the Police Department Unit are covered by one of the following PERS plans:

Tier I: Applicable to Employees Who Are Not Defined as "New Members" in Government Code Section 7522.04 Referred to as Classic Members

- Modified 2% at age 55
- One-year highest compensation
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Sick leave service credit

Tier II: Applicable to "New Members" Defined in Government Code Section 7522.04

- Modified 2% at age 62
- Final compensation calculated on 36 consecutive months
- 2% COLA
- 25% survivor continuation
- 50% industrial disability
- Military service credit
- Sick leave service credit

b. Member Contribution to PERS Retirement Plan – Classic Members

- (1) Classic members hired on or after April 24, 2013, shall pay seven percent (7%) of salary to the PERS retirement plan.
- (2) Classic members hired before April 24, 2013, shall pay four percent (4%) of salary to the PERS retirement plan.

- (3) Effective December 27, 2014, classic members hired before April 24, 2013, shall pay six percent (6%) of salary to the PERS retirement plan.
- (4) Effective June 27, 2015, all classic members shall pay eight percent (8%) of salary to the PERS retirement plan. If necessary, the contract with PERS shall be amended to reflect the eight percent (8%) employee contribution rate for classic members.

c. Member Contribution to PERS Retirement Plan – New Members

New employees shall be members in the PERS on terms consistent with the Public Employees' Pension Reform Act (PEPRA). New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan.

d. Employee contributions shall be made on a pre-tax basis in accordance with IRS Code Section 414(h)(2) to the extent allowable under State and federal law.

e. Effective December 27, 2014, the Sacramento Employees Retirement System one hundred dollars (\$100.00) monthly add-on shall be eliminated.

23.2 SWORN PERS RETIREMENT PLAN

- a. Police safety employees are covered by the following PERS plans:

Tier I: SCERS Safety to PERS

- Modified 3% at age 50
- One-year highest compensation
- 3% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave service credit

Tier II: PERS hired on or after 1977 But Not Defined as "New Members" in Government Code Section 7522.04 Referred to as Classic Members

- Modified 3% at age 50
- One-year highest compensation
- 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave service credit

Tier III: Applicable to “New Members” Defined in Government Code Section 7522.04

- Modified 2.7% at age 57
- One-year highest compensation
- 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave service credit

b. Member Contribution to PERS Retirement Plan – Classic Members

- (1) Classic members hired on or after April 24, 2013, shall pay nine percent (9%) of salary to the PERS retirement plan.
- (2) Effective June 28, 2014, classic members hired before April 24, 2013, shall pay four percent (4%) of salary to the PERS retirement plan.
- (3) Effective December 27, 2014, classic members hired before April 24, 2013, shall pay eight percent (8%) of salary to the PERS retirement plan.
- (4) Effective June 27, 2015, all classic members shall pay twelve percent (12%) of salary to the PERS retirement plan. If necessary, the contract with PERS shall be amended to reflect the twelve percent (12%) employee contribution rate for classic members.

c. Member Contribution to PERS Retirement Plan – New Members

New employees shall be members in the PERS on terms consistent with the Public Employees’ Pension Reform Act (PEPRA). New members shall contribute fifty percent (50%) of the total normal cost of the PERS retirement plan.

d. Employee contributions shall be on a pre-tax basis in accordance with IRS Code Section 414(h)(2) to the extent allowable under State and federal law.

ARTICLE 24 – MISCELLANEOUS

24.1 NON-DISCRIMINATION

The City and Association agree not to discriminate against any employee for Association activity, race, creed, color, religion, national origin, sex, age, political affiliation or physical handicap.

24.2 SAFETY EQUIPMENT

a. The City will issue safety equipment to all sworn personnel and CSOs in accordance with department specifications.

b. Sworn personnel must use either the Department-issued holster or an optional holster approved by the Sacramento Police Department Rangemaster, purchased at the officer's expense.

c. When an officer's weapon is taken by the Department as a result of an officer-involved shooting, a replacement gun will be provided from guns available within the Department or from guns provided by the Association which shall be provided to and kept by the Department armorer.

24.3 REPAIR OR REPLACEMENT OF DAMAGED UNIFORM ITEMS AND PERSONAL PROPERTY

The City agrees to reimburse sworn employees and CSOs in the Police Department for the repair or replacement of uniform items, and for other personal property damaged, lost or stolen in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, other than normal wear and tear in accordance with the policy provisions attached hereto and incorporated herein as Exhibit C.

To repair or replace prescription glasses the prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under this Section. All costs to update the prescription shall be borne by the employees.

24.4 LIGHT DUTY POLICY

a. In the event an employee is unable to perform his/her duties as a result of an injury, he/she shall not be assigned to "light or limited" duty until authorized to do so by the City physician.

In the event the employee disagrees with the opinion of the City physician to either return the employee to work on a "light or limited" duty basis, or not to return on a "light or limited" duty basis, he/she shall have the right to have an examination by another physician of the employee's choice.

In the event that the two (2) physicians' opinions are in conflict, a third opinion shall be obtained by a physician mutually acceptable to both parties. The third opinion shall be binding.

Costs of all examinations shall be borne by the City, only in connection with injuries incurred on the job. In cases where the employee is directed to a City physician, costs of such examination shall be borne by the City.

b. When an employee is prescribed physical/occupational therapy for an industrial injury, the therapy shall be provided on release time (IOD) to the extent practicable. It is anticipated that each therapy appointment will take no longer than two (2) hours including travel time and, to the extent feasible, the employee will arrange the therapy appointments for the beginning or end of the shift.

If the therapy cannot be arranged during the shift but is at the beginning or end of the shift, the employee may request that the shift be flexed to accommodate therapy. No overtime or time off will be granted for therapy except as provided herein.

24.5 MEDICAL EXAMINATIONS

If the City institutes disability retirement without the consent and concurrence of the employee or reassigns the employee out of the Police Department, or otherwise acts to terminate, reduce in rank, remove or otherwise significantly adversely change his/her conditions of employment because of medical reasons, such employee shall be granted reasonable time off with pay for a medical examination by a doctor of the employee's choice at the employee's expense.

24.6 INCORPORATION OF PREVIOUS AGREEMENTS

This Agreement sets forth the understanding of the parties to all issues contained herein, and supersedes all other Agreements and supplements.

If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement in any respect, such change(s) shall be effective only when reduced to writing and executed by the authorized representative of the City and the Association. Any such changes validly made shall become a part of this Agreement and subject to its terms.

24.7 SAVINGS CLAUSE

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

24.8 STRIKES AND LOCKOUTS

For the term of this Agreement, the Association and its members agree that they shall not call or engage in any strike, slowdown, suspension or stoppage of work activity, or sanction any such conduct by Unit employees, and the City agrees that it shall not cause or engage in any lockout.

24.9 PAYROLL ERRORS

a. In the event an error has been made in 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, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

- (1) Lump sum payment by the employee;
- (2) A one-time deduction from usable vacation or holiday credit balances 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.

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.

c. 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.

24.10 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of \$1,500.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program, except that it may be applied to approved AA and BA course work for civilian employees.

24.11 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 twenty dollars (\$20.00) bi-weekly 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 operation.

24.12 SAFETY ADVISORY COMMITTEE

a. The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Association; and the employees and the Association agree that they will direct their safety recommendations and ideas to the City.

b. To facilitate this process, a Safety Advisory Committee consisting of three (3) representatives of the City and three (3) representatives of the Association shall meet every three (3) months as needed to consult on such safety matters. Up to three (3) career Association representatives may attend such meetings without loss of pay or benefits. Either side may request to convene a special meeting of the Committee within ten (10) working days of written notice to the other side.

24.13 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. 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.

24.14 EMPLOYEE PERFORMANCE EVALUATIONS

a. The City shall have the right to conduct employee performance appraisals for career and/or non-career employees at the discretion of the appointing authority.

b. Performance evaluations shall be maintained in the employee's personnel file to be used for the usual and customary employment purposes including, but not limited to, transfers and salary step increases.

c. An employee in probationary status shall receive performance evaluations, at reasonable intervals, during the probationary period at the discretion of the appointing authority.

d. A career employee who disagrees with a performance evaluation may within ten (10) workdays from the date of the performance evaluation:

- (1) write a rebuttal statement for attachment to the performance evaluation form; and
- (2) informally appeal to the supervisor of the reviewer, and in no case higher than the Department Head.

e. Appeals on employee performance evaluations are not subject to the grievance procedure.

f. Employees who do not meet standards will be given a documented evaluation and will be coached, trained, and given up to ninety (90) days to improve their work performance. Should they fail to meet standards after this period of informal coaching and development, they may be removed from assignment for up to six (6) months and placed on performance improvement program (PIP). This reassignment is subject to the grievance and arbitration section of this agreement, but this action is not considered disciplinary in nature.

24.15 TECHNOLOGY ALLOWANCE

a. Police Sergeants shall be authorized a monthly technology allowance of fifty dollars (\$50.00). The technology allowance will be approved for a Police Sergeant in-lieu of using a City-provided cellular telephone. Use of City-provided cellular telephones will be discontinued upon receipt of the technology allowance by the Police Sergeant.

b. Upon approval of the monthly technology allowance, the Police Sergeant will obtain, at his/her own expense and as a private individual, a personal cellular telephone and monthly cellular service contract that may be used to conduct City-related business. The Police Sergeant will provide the cellular telephone number to Department management.

24.16 EQUESTRIAN UNIT

a. With supervisor permission, officers assigned to the equestrian unit shall be entitled to take their assigned horse home on their days off at no expense to the City except for the normal cost of feed. Time spent caring for the horse on the employee's hours and/or days off shall be considered as recreation and not compensable time or hours worked.

b. Equestrian Riders will execute the Equestrian Rider Agreement as shown in Exhibit D.

c. The rider assumes liability for all of the normal wear and tear and damage associated with horse ownership to the real and personal property of the rider.

d. The rider shall make all reasonable efforts in the off-duty care, supervision, control and containment of the horse to prevent liability for damage or injury to third parties or the property of third parties by the horse.

e. The rider shall not allow any other individual to ride their assigned horse when they have taken the horse home pursuant to this Section.

f. The rider will have the right to purchase their assigned horse from the City with a depreciation rate of twenty percent (20%) from the original purchase price per year of service from the date of assignment to the Mounted Unit, with no right to resell, use or donate the horse for any commercial purpose during the five-year depreciation period.

24.17 RESERVE OFFICERS

- a. The Reserve Officer program consists of the following:
 - (1) Reserve Officers may be hired into the following classifications:
 - (a) Reserve Police Officer
 - (b) Reserve Police Sergeant
 - (2) Reserve Officers will normally be hired into the Reserve Police Officer classification.
 - (3) Employees will be hired into the Reserve Officer program based on their qualifications and experience. Seniority will be the tie breaker among candidates determined by management to be equally qualified.
 - (4) POST Level I employees will be hired into Tier 1, 2, or 3 in the Reserve Officer Program. Tier I Reserve Officers must be able to perform the full functions of the Police Officer classification. Candidates who have retired from the Sacramento Police Department, or from other comparable agencies, as full-time Police Officers, and who have completed both Advanced POST and the Field Training Program, would normally be hired into Tier 1. Candidates who have completed Intermediate POST will normally be hired into Tier 2. Candidates who have completed Basic POST or Level I equivalent, and who have limited experience and training will normally be hired into Tier 3. Tier 3 Reserve Officers will perform limited support duties such as special events, traffic control, prisoner watch, and jail bookings. Tier 3 can also be used as a second officer in a patrol car.
 - (5) POST Level II employees will be hired into the Reserve Officer program to perform limited support duties such as prisoner transport, special events, and traffic control. Post Level II Reserve Officers can perform general law enforcement duties when supervised by a peace officer who has completed POST Basic Course and SPD Field Training Program. POST Level II employees carry firearms.
 - (6) POST Level III employees will be hired into the Reserve Officer program to perform specified limited-support duties such as special events and traffic control. POST Level III employees can transport prisoners only with POST Level II Officers or above. POST Level III employees must have a supervisor in the accessible vicinity. Departmental policy prohibits the carrying of firearms by Level III Officers.

- (7) Reserve Officers will be hired as non-career, non-benefit qualified, at-will employees.
- (8) Reserve Officers will be allowed to work up to a maximum of 960 hours per fiscal year. The City will provide the SPOA quarterly and annual reports of total hours worked by each Reserve Officer.
- (9) Reserve Officers may be assigned to work in assignments other than Patrol, but it is agreed that such assignment will be to address a short-term need, short-term is defined as six (6) months or less, and will not replace regular career employees. If more than 5,000 hours of Reserve Officer time is spent in Detectives during a calendar year, the Chief will request two (2) additional full-time Detective positions in the next regular budget.
- (10) Reserve Officers may be assigned to work backfill, as necessary. If more than 20,000 hours of Reserve Officer time is used in Patrol or Operational Services in a calendar year, the Chief will request five (5) additional full-time officer positions for Field Services.

b. Pay Treatment

- (1) Reserve Officers will be paid an hourly rate as follows:

Classification	Advanced Certificate	Intermediate Certificate	Basic Certificate
Reserve Police Sergeant	41.50	n/a	n/a
Reserve Police Officer P.O.S.T. Level I	36.00	32.50	28.00

Advanced, Intermediate and Basic Certificates do not apply to Level II or Level III Reserve Officers.

Reserve Police Officer P.O.S.T. Level II	26.00
Reserve Police Officer P.O.S.T. Level III	25.00

- (2) Overtime hours will be paid at the rate of time and one-half, and will be for any hours worked in excess of ten (10) hours in a day or forty (40) hours in a workweek.
- (3) Court overtime will be paid at the straight-time rate of pay. Court overtime will be paid at the rate of time and one-half if those hours worked are in excess of ten (10) hours in a day or forty (40) hours in a workweek.

c. Supplemental Employment

- (1) Reserve Officers will be given the opportunity to participate in the off-duty employment program outlined in Article 17. First priority in the selection of off-duty assignments will go to officers in laid off status, then to career, full-time police officers, then to reserve officers.
- (2) Supplemental employment will be paid in accordance with Article 17.

d. Training/Continuing Education

- (1) Reserve Officers who were not previously grandfathered will be required to participate in Physical Agility testing, as required of career Police Officers.
- (2) Reserve Officers will be required to attend Continuing Professional Training, as determined by Management.

e. The primary purpose of using Reserve Officers in Patrol is to fill in for vacancies created by career officers who are off work due to sickness, vacation, holiday, training, or job-related injuries. The use of Reserve Officers will not count toward minimum staffing levels.

f. Employees hired into the classification of Reserve Police Officer and Reserve Police Sergeant will be represented by the SPOA and pay dues or an agency fee, as applicable. The City will provide SPOA time to meet with all new Reserve Officers hired under this program.

g. Section 3.2(a) shall apply to Reserve Officers.

h. In the event that a Reserve Officer is released for cause from his/her non-career employment with the City, he/she may have an administrative review of the release by submitting a request in writing, within seven (7) calendar days, to the Labor Relations Manager.

i. The assignment provision of this Section may be canceled by either party within a ninety (90) calendar day written notice. In that event, the assignment of Reserve Officers will be limited to such functions as they normally perform.

24.18 TERM

a. This Agreement shall remain in full force and effect from June 28, 2014, to and including June 23, 2017.

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

c. The Letters of Understanding at Exhibit E are hereby incorporated and shall remain in effect during the term of this Agreement.

SIGNATURES ON NEXT PAGE

DATED: June 26, 2014

SACRAMENTO POLICE OFFICERS
ASSOCIATION

CITY OF SACRAMENTO

Dustin Smith
President

Geri Hamby
Director of Human Resources

Shelley Banks-Robinson
Labor Relations Manager

EXHIBIT A – CANINE HANDLER AGREEMENT

This agreement sets forth the terms and conditions of employment applicable to the canine handler assignment, and in conjunction with department orders and the labor agreement, sets forth the rights and responsibilities of that assignment.

Specifically, it is agreed as follows:

1. The City will purchase and own the canine.
2. The handler will be responsible for the care, maintenance, supervision, and control and training of the assigned dog.
3. The City will compensate the handler pursuant to the applicable provisions of the Agreement.
4. The City will provide a twenty-four (24) hour retention vehicle for canine transportation to and from work, and other related police travel.
5. The City will provide and pay for authorized veterinary care of the canine at its discretion. Initial emergency lifesaving care if authorized pending receipt of administrative approval or denial of further treatment. If the City determines that no further care is authorized due to the nature of the injury, the City will, at the discretion of the handler, release all interest in the dog to the handler who shall assume responsibility for all additional veterinary care.
6. The City will provide all necessary equipment used for the care and training of the canine.
7. Upon the request of the handler, the City will provide a portable kennel of appropriate size up to and including 12 feet by 12 feet.
8. Except as provided below, the handler will have the right to purchase their assigned canine from the City with a depreciation rate of twenty percent (20%) from the original purchase price per year of service.
9. The handler will assume liability for damage to the real and personal property of the handler for all of the normal wear and tear and damage associated with dog ownership.

10. The handler shall make all reasonable efforts in the off-duty care, supervision, control and containment of the canine to prevent liability for damage or injury to third parties or the property of third parties by the canine.

11. This agreement shall be subject to the provisions of the grievance procedure in Article 4 of the Agreement between the City and the SPOA.

Dated:

AGREED TO:

AGREED TO:

Sacramento Police Department

Canine Handler

EXHIBIT B – CITY WORK LOCATIONS

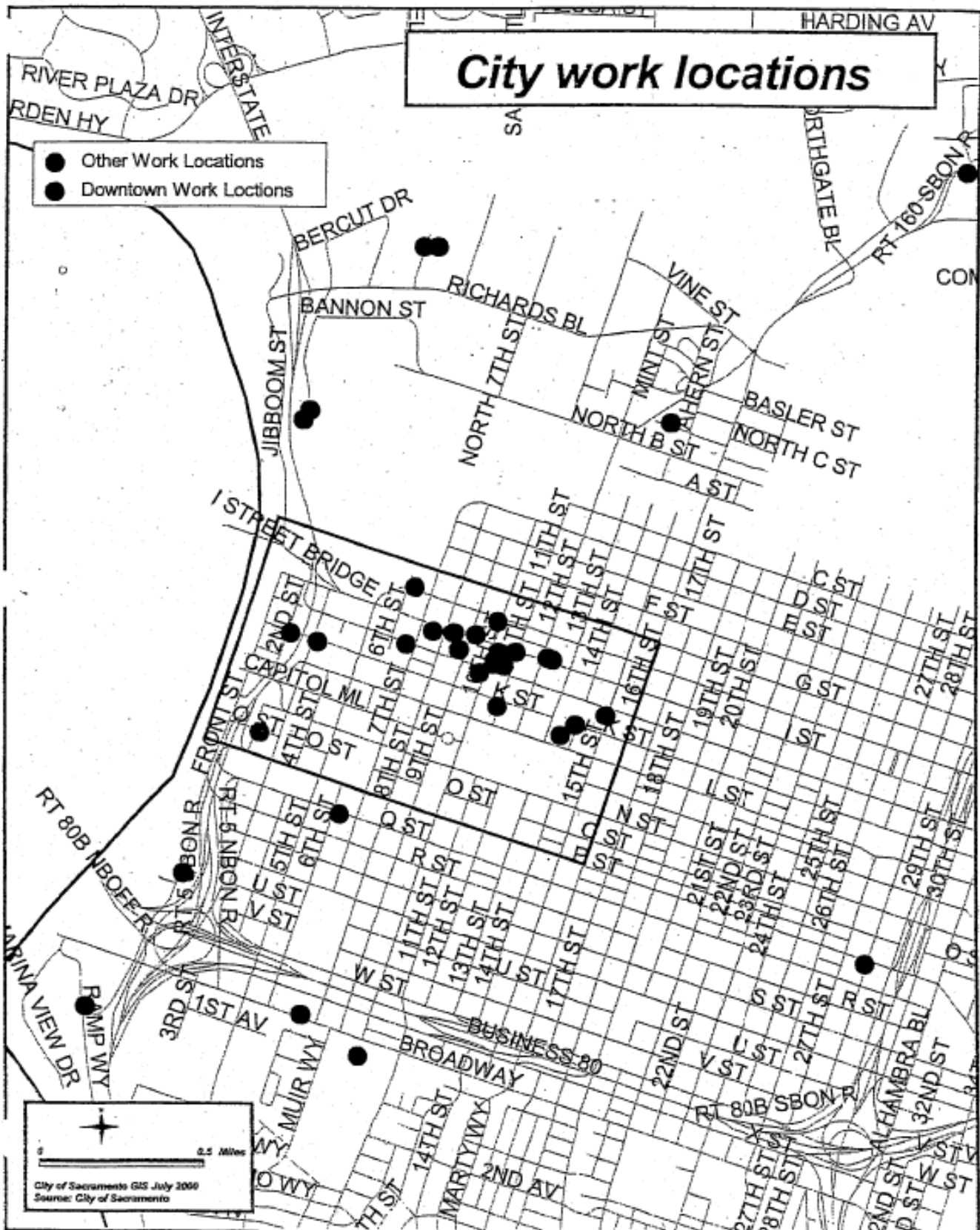


EXHIBIT C – REPAIR OR REPLACEMENT FOR DAMAGED PERSONAL PROPERTY

1. POLICY

- a. Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment while performing their assigned duties.
- b. The City shall either repair or replace damaged or lost items. The choice to either replace or repair damaged or lost items shall rest with the City. The City may return the replaced property to the employee if the City so desires.
- c. The intent of the policy is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches, personal professional equipment or articles of clothing if necessarily worn or carried by the employee in the course of his/her employment. Reimbursement shall be authorized only when the damage is caused by circumstances which arise out of employment, and not from ordinary wear and tear or damage. This policy extends to both field and office personnel.

2. EXCLUSIONS: This Policy shall not apply to:

- a. The employee's personal computer, laptop computer, or cellular phone which are used or carried in the course of the job.
- b. Losses of precious or semi-precious stones, or losses to pieces of personal jewelry.
- c. Losses to any automobile, vehicles, trailer, motorcycle or any equipment thereto, except in the course of employment and/or performance of assigned duties when property authorized.
- d. Losses of money.
- e. Losses resulting from acts of negligence or deliberate destructive acts on the part of the employee.
- f. Losses resulting from ordinary wear and tear incidental to normal use and employment.
- g. Any item which is mutually agreed to in writing between the City and the Association.

3. MISREPRESENTATION

The provisions of this policy shall not apply if it appears that the employee has concealed or intentionally misrepresented any material fact or circumstance concerning the subject of the loss, his/her interests therein, or in the case of any fraud or false statements by the employee relating thereto.

4. VALUATION

Upon acceptance of a claim, the City shall not be liable beyond the actual cash value of the employee's property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind or quality. Deduction for depreciation will be calculated at the rate of ten percent (10%) per year from date of purchase of damaged item.

5. RECOVERY

If in the event of any loss or damage, the employee shall acquire any right of action against any individual, firm or corporation for loss or damage to property covered by this policy, the employee assigns and transfers to the City, at the City's option, all such rights of action to the extent of the amount paid, and will permit suit to be brought in the employee's name under the direction of and at the expense of the City.

6. LIABILITY LIMITS

Notwithstanding any of the above, any individual employee shall recover no more than \$200 in any calendar year as a result of this policy. Items of theft, or mysterious disappearance, shall be reported to the Police Department prior to the preparation of any loss claim.

EXHIBIT D – EQUESTRIAN RIDER AGREEMENT

This agreement sets forth the terms and conditions of employment applicable to the Equestrian Rider assignment, and in conjunction with department orders and the labor agreement, sets forth the rights and responsibilities of that assignment.

Specifically, it is agreed as follows:

1. The City will purchase and own the horse.
2. The rider will be responsible for the care, maintenance, supervision, control and training of the assigned horse. Time spent caring for the horse on the employee's hours and/or days off shall be considered as recreation, and not compensable time or hours worked.
3. The City will compensate the rider pursuant to the applicable provisions of the Agreement.
4. The City will provide and pay for authorized veterinary care of the horse at its discretion. Initial emergency lifesaving care if authorized pending receipt of administrative approval or denial of further treatment. If the City determines that no further care is authorized due to the nature of the injury, the City will, at the discretion of the rider, release all interest in the horse to the rider who shall assume responsibility for all additional veterinary care.
5. The City will provide all necessary equipment used for the care, maintenance, and training of the horse.
6. The rider will have the right to purchase their assigned horse from the City with a depreciation rate of twenty percent (20%) from the original purchase price per year of service from the date of assignment to the Equestrian Unit, with no right to resell, use or donate the horse for any commercial purpose during the five-year depreciation period.
7. The rider will assume liability for damage to the real and personal property of the rider for all of the normal wear and tear and damage associated with horse ownership.
8. The rider shall make all reasonable efforts in the off-duty care, supervision, control and containment of the horse to prevent liability for damage or injury to third parties or the property of third parties by the horse.

9. This agreement shall be subject to the provisions of the grievance procedure in Article 4 of the Agreement between the City and the SPOA.

Dated:

AGREED TO:

AGREED TO:

Sacramento Police Department

Equestrian Rider

EXHIBIT E – CONTINUING LETTERS OF UNDERSTANDING (LOUs)



LOU 3

OFFICE OF
LABOR RELATIONS

CITY OF SACRAMENTO
CALIFORNIA

926 J STREET
ROOM 201
SACRAMENTO, CA
95814-2716

PH 916-264-5424
FAX 916-264-8110

October 2, 1996

Mr. Gene Burchett, President
Sacramento Police Officers Association
201 Lathrop Way, Suite "I"
Sacramento, CA 95815

Re: Court Overtime

Dear Mr. Burchett:

This letter confirms the agreement reached during the 1994-96 negotiations between the City of Sacramento and Sacramento Police Officers Association covering employees in the Police Department Unit. The parties agree to a General Order covering court overtime to read as follows:

A. Subpoenas

1. Witness fees should be collected prior to acceptance of the subpoena for all employees who are subpoenaed by any party other than the City for civil cases.
2. When an employee is subpoenaed personally in a civil case, the employee shall send a copy of the subpoena to the Court Liaison unit (CLU) for processing.

B. Criminal cases

1. Sections 9.2 and 10.2 (a) respectively, of the Agreements with the SPOA and Local 39 require that employees are entitled to court overtime when "subpoenaed to appear in the litigation of a public offense in his/her capacity as..." an employee of the City or Police Officer, as applicable. The benefits of court overtime pay are mandatory as to off-duty appearances in any criminal matter, regardless of who subpoenas the employee.
2. The SPOA Agreement, in addition, precludes the rescheduling of employees to eliminate court overtime. The Local 39 Agreement establishes the same court overtime provisions for payment of an off-duty appearance, however the Agreement only limits the City's right to reschedule the employee during the same workweek.

Mr. Gene Burchett
Re: Court Overtime
Page 2

3. The minimum pay provisions of Sections 9.2 or 10.2(a), as applicable, must be met in criminal cases.

C. Civil cases

1. The requirement regarding court overtime is limited to criminal actions, and therefore the City has flexibility in exercising its discretion regarding the schedule of employees who are appearing in civil cases. Section 10.1 (g) of the Local 39 Agreement limits the City's ability to reschedule an employee during the same workweek to avoid overtime, and Sections 9.1(c) and (d) of the SPOA Agreement preclude the rescheduling of employees due to court overtime and require payment of an overtime penalty for a change of shift with less than a five (5) day notice.
2. Section 9.6(a) of the SPOA Agreement specifies that the standard of pay for civil cases when an employee is subpoenaed and not scheduled on duty shall be court overtime pay. Since a civil matter is not covered by the limitation of Section 9.1(c) employees may be rescheduled for civil case appearances.
3. Employees subpoenaed in their capacity as a Sacramento Police Officer who are not appearing on behalf of the City may be rescheduled with appropriate notice to avoid the payment of overtime.
4. The City's attorneys will be advised to notify Labor Relations as well as the Court Liaison Unit (CLU) when their civil subpoena is served or appearance is required.
5. Personnel Services Division will confirm with Labor Relations to insure that the employees are properly rescheduled pursuant to this policy and the requirements of the Agreement.
6. When the employee is a co-defendant with the City, or will be appearing in a trial for more than one day, the employee's shift will be flexed pursuant to Section 8.3 of the SPOA Agreement, if applicable, or rescheduled to Monday through Friday, 8:00 AM to 5:00 PM.
7. When the employee's appearance is anticipated to last for less than one day, the employee may be rescheduled at the discretion of the division manager.
8. A five (5) day notice will be provided to the employee whenever possible. If the five (5) day notice is not possible, the decision on rescheduling the employee will be made based on the cost of overtime or the shift transfer penalty, as applicable.

Mr. Gene Burchett
Re: Court Overtime
Page 3

D. Juvenile court and traffic court

1. CLU will approve overtime for appearances at juvenile or traffic court. The employee may fax or deliver the documents to CLU for overtime approval.
2. The District Attorney or Court Clerk will sign the employee in and out of the court appearance. If approved prior to the appearance, CLU will review and confirm or adjust the authorized overtime.

E. Civil Service hearings

1. Section 9.6(b) of the SPOA Agreement requires that when the City requests an employee who is off-duty to appear at a formal disciplinary appeal the employee is compensated at time and one-half (1½) for a two hour minimum, or the actual time, whichever is greater.
2. There is no limitation in the SPOA Agreement on the City's ability to reschedule the employee for such an appearance.
3. Overtime is not authorized for the appearance of an employee who is called to testify by someone other than the City.
4. The Local 39 Agreement does not require payment of an overtime minimum for employees who appear for either party while off-duty.
5. Employees covered by the Local 39 Agreement who are requested to appear by the City should be rescheduled to appear on-duty or be compensated at the overtime rate for time actually spent testifying at the hearing.

F. Administrative hearings

1. Section 9.6 (a) of the SPOA Agreement establishes the standard of payment for hearing boards on off-duty time. The provisions applicable to civil cases are applicable here.
2. There is no similar requirement in the Local 39 Agreement. Off-duty employees who are requested to appear by the City should be rescheduled to appear on-duty or be compensated at the overtime rate for time actually spent testifying at the hearing.
3. Telephone testimony for administrative hearings while off-duty shall be compensated at time and one-half (1½) with a minimum of two (2) hours.

Mr. Gene Burchett
Re: Court Overtime
Page 4

G. Extended trials

1. General Order 240.01 subsection K covers Court Appearance and specifically addresses the procedures to be utilized for extended trials during scheduled time off. Such subpoenas shall generally be limited to twenty (20) days.
2. Subsection K allows an employee subject to an extended subpoena to leave the Sacramento area by contacting the Court Liaison Unit. The employee can call CLU between Monday and Friday between 7:00 AM and 5:00 PM to notify them of their telephone number while out of the area, or establish a collect call phone contact time between 7:00 AM and 5:00 PM with CLU, or make the same arrangement by phone to the CLU recording telephone line to verify the status of the trial and their need to appear the following day.
3. The employee may elect to arrange a specific time for his/her appearance by contacting the District Attorney directly. The employee must notify CLU of the scheduled appearance date and time. In such case, the employee is relieved of the twenty-four (24) hour notice requirement to appear.

H. Applicable minimum periods

1. On-duty employees are to be released from work at the time they are actually expected to testify. The party calling the employee to testify is responsible for making these arrangements with the City. If the employee is off-duty but will be paid for the time testifying, the overtime commences at the time the employee appears to testify.
2. Generally when an employee is scheduled for a court appearance during off-duty hours, he/she is entitled to court overtime at time and one-half (1½) pay for the four (4) hour minimum, or actual duration whichever is greater.
3. There is an exception when the appearance is scheduled within two (2) hours prior to the start or after the end of the employee's shift, and the minimum is then two (2) hours.
4. If the appearance after the end of the shift exceeds the two (2) hour minimum, then the four (4) hour minimum or actual duration applies, whichever is greater. If the appearance prior to the start of the shift exceeds the two (2) hour minimum, then the employee is on his/her regular shift and court overtime no longer applies.

Mr. Gene Burchett
 Re: Court Overtime
 Page 5

5. If an appearance commences during the regular shift and continues beyond the end of the shift, it is regular overtime, not court overtime, and no minimum duration applies.
6. The limitation of Section 9.4(g) of the SPOA Agreement applies only to multiple calls on the same case or to court overtime and telephone overtime on the same case. Multiple calls for separate cases, or court and telephone overtime for one case at separate, non-overlapping times, or for two separate cases at non-overlapping times may be paid for the same day.
7. In no circumstances is the employee entitled to more than one payment for the same hours.

I. Cancellation payment

1. Section 9.5 of the SPOA Agreement and 10.2(c) of the Local 39 Agreement require notice of cancellation three (3) hours prior to court or at the end of the last shift prior to court. If notice is not provided before the three-hour limit, the employee receives two (2) hours of overtime pay at time and one-half (1½). Every effort must be made to meet these timelines.
2. When a voice mail system is implemented by the City, allowing each employee access to an individual mail messaging system, the CLU will forward scheduling information to the employee's voice mailbox. The employee will be responsible for reviewing messages to his/her mailbox.


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

Sincerely,



Dee Contreras
 Labor Relations Director

AGREED TO:



Gene Burchett, President
 Sacramento Police Officers Association

cc: Arturo Venegas, Police Chief
 Steve Segura, Personnel and Training
 Lt. Lupe Rangel, IAS
 Court Liaison

12 of 184



LOU 6

OFFICE OF
LABOR RELATIONS

CITY OF SACRAMENTO
CALIFORNIA

921 10TH STREET
ROOM 601
SACRAMENTO, CA
95814-2711

PH 916-264-5424
FAX 916-264-8110

December 13, 1999

Mr. Richard B. Rhodes, President
Sacramento Police Officers Association
201 Lathrop Way, Suite I
Sacramento, CA 95815

Dear Rick:

This letter is to confirm the agreement reached between the City of Sacramento and the Sacramento Police Officers Association (SPOA) regarding the assignment of positions to the Sacramento City Unified School District and the Elk Grove Unified School District (Districts).

Specifically, it is agreed as follows:

1. The positions in the Metro Sector which may be contracted for by the Districts shall be specialty positions subject to the posting requirements of Section 15.3 of the Agreement.
2. The fourteen (14) day posting period for assignments to the Districts shall be waived for the initial posting.
3. Officers assigned to the Districts will generally be assigned to work a five-eight (5-8) work schedule. Officers may be required to change their work schedule based on the operating needs of the particular school assignment due to special events within the Districts or at the school assigned. The five (5) day notice provision of Section 9.8 shall apply to such required work schedule changes.
4. Officers assigned to the Districts may flex their schedule consistent with section 8.3 of the Agreement.
5. Officers regularly assigned to the Districts shall be allowed to exceed the normal compensatory time off (CTO) cap of 80 hours provided in Section 9.1 (a) of the Agreement up to a maximum of 160 hours. Once an officer is permanently transferred from the District assignment, the CTO balance shall be reduced to 80 hours by payment in cash as soon as practicable after the transfer.

19 of 184

RECEIVED

JAN 12 2000

LABOR RELATIONS

Richard B. Rhodes
 School District Assignments
 Page 2

6. Based on operating needs and/or a request by the Districts, additional officers may be assigned to work special events at district schools pursuant to the Supplemental Off-Duty Employment provisions of the Agreement as City-sponsored events.
7. With the exception of the appropriate use of sick leave, employees assigned to the Districts agree that the use of other types of leave shall not be scheduled during the individual school years established by the Districts. The employee's supervisor may make exceptions on a case-by-case basis.
8. Staff from each school assigned an officer shall have input in the individual selection and removal of the officer assigned to that school.
9. During the period when district schools are not in session, officers assigned to the Districts may be assigned additional tasks such as pro-active follow-up of problem students and providing training to school staff.
10. Officers assigned to the Districts shall be provided take-home vehicles for use related to their District assignment.

If this is your understanding of the agreement reached; please sign as indicated below and return one original to my office. I have included an additional copy with an original signature for your records.

Sincerely,



Edward J. Takach
 Labor Relations Officer

AGREED TO:



Richard B. Rhodes, President
 Sacramento Police Officers Association

cc: Arturo Venegas, Jr., Chief of Police
 Rick Braziel, Captain, Metro Sector, Office of Operations
 Lt. John Zimmerman, Personnel Services Division



LOU 10

OFFICE OF
LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

921 10TH STREET
ROOM 601
SACRAMENTO, CA
95814-2711

PH 916-808-5424
FAX 916-808-8110

October 7, 2004

Mr. David Topaz, President
Sacramento Police Officers Association
2620 - 21st Street
Sacramento, CA 95818

Re: Rate of Pay - SPOA President

Dear Dave:

This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association ("SPOA") regarding the rate of pay for the SPOA President. Specifically, it is agreed as follows:

1. The President shall be paid at the highest salary of any classification in the SPOA Bargaining Unit (Rep Unit 2), plus any future general salary increases negotiated for that classification. The classification with the highest salary will be determined by comparing Step E/10 of the salary range for each classification plus any applicable incentives for that classification. If the President's rate of pay is determined pursuant to this provision, this salary will be Y-rated, as described in Section 6.6 of the Memorandum of Agreement.
2. This agreement expires at midnight on June 24, 2005.

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

Sincerely,

Lisa Hutchin
Labor Relations Officer

AGREED TO:

DATE:

David Topaz, President
Sacramento Police Officers Association

10/28/04

cc: Albert Nájera, Chief of Police

29 of 184



LOU 38

OFFICE OF LABOR RELATIONS
DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

May 12, 2009

Mr. Brent J. Meyer, President
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, CA 95811

Re: Agreement Regarding Residency Requirements

Dear Mr. Meyer:

This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association regarding Residence requirements as set forth in Rule 13.3 of the Rules and Regulations of the Civil Service Board. Specifically, it is agreed, as follows:

Effective June 20, 2009, the requirement to live at least thirty-five (35) miles from the freeway interchange at W/X Streets, 29th and 30th Streets, as set forth in Rule 13.3 of the Rules and Regulations of the Civil Service Board, is waived for Police Officers and Police Sergeants who are not currently covered by other policies.

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

Sincerely,

Lisa Hutchin
Lisa Hutchin
Labor Relations Officer

AGREED TO:

Brent J. Meyer

Brent J. Meyer, President
Sacramento Police Officers Association

118 of 184



LOU 58

HUMAN RESOURCES
DEPARTMENT
LABOR RELATIONS DIVISION

GERI HAMBY
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

August 10, 2011

Brent J. Meyer
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, CA 95811

Re: Transfer of Specialized Assignment Positions Due to Fiscal Year 2011
Budget Cuts

Dear Mr. Meyer:

This is to confirm the agreement reached between the City of Sacramento and the Sacramento Police Officers Association regarding amendments to the existing Memorandum of Understanding (MOU) and Letters of Understanding (LOUs) between the parties, as they pertain to the method for reassigning employees to vacancies in specialized assignments in the Investigations, Metro and Patrol Divisions.

Specifically, it is agreed as follows:

1. Current economic conditions necessitated layoffs of sworn officers. As a result, the department was required to transfer employees in the Police Sergeant and Police Officer classifications from their specialized assignments to a patrol assignment.
2. Transfers into, and out of, the specialized assignments referenced above are not based upon seniority, but are instead governed by Article 15.4 of the MOU.
3. Any transfer from a specialized assignment to a patrol assignment which occurred as a result of layoffs in the Police Department prior to August 31, 2011, will be made based on the seniority of the officers in those specialized assignments.

195 of 200

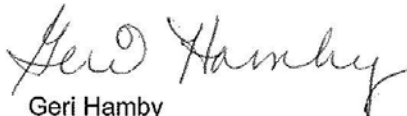
Specialized Assignment Transfers Due to Fiscal Year 2011 Budget Cuts
August 10, 2011
Page 2

4. The vacant specialized assignment positions which resulted from the transfers will remain unfilled for an undetermined period of time based on the economic recovery. At the discretion of management, the department may restore all, some, or none of these positions.
5. With the exception of those employees assigned to the Office of Investigations, a Police Sergeant or Police Officer transferred out of a specialized assignment as a result of the layoffs referenced in Paragraph 1 shall have return rights to the same specialized assignment for five (5) years from the date of transfer. Return rights to the specialized assignment will be based on seniority.
6. Employees in the Police Sergeant and Police Officer classifications that are transferred out of the Office of Investigations as a result of the layoffs referenced in Paragraph 1 will be eligible to return to the Office of Investigations based on seniority. The Police Sergeant or Police Officer assignment within the Office of Investigations will be at the discretion of management.
7. When a vacancy in a specialized assignment occurs and there are no employees who choose to return or are not eligible to return, the vacancy will be posted pursuant to Section 15.4 of the Agreement.
8. Police Sergeants and Police Officers shall be given one opportunity, based on seniority as stated above, to return to a specialized assignment. If a Police Sergeant or Police Officer declines the return to that specialized assignment, the employee refusing that assignment shall forfeit their return rights under this Agreement at any future date.
9. Police Sergeants and Police Officers who accept a position in any specialized assignment, and complete any requisite training for that assignment, forfeit their return rights under this Agreement.
10. Return to a vacant specialized assignment will be contingent upon the employee's ability to successfully pass all specific and required tests or qualifications as necessary at the time the vacancy is offered.
11. Police Sergeants who are downgraded (demoted) as a result of the layoffs referenced in Paragraph 1 are not entitled to the return rights to a specialized assignment position created by this Agreement.

If this is your understanding of the agreement reached, please sign as indicated below and return one copy to my office. I have enclosed an additional copy with an original signature for your files.

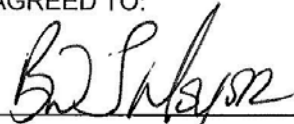
Specialized Assignment Transfers Due to Fiscal Year 2011 Budget Cuts
August 10, 2011
Page 3

Sincerely,



Geri Hamby
Director of Human Resources

AGREED TO:



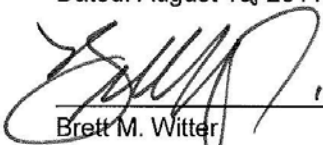
Brent J. Meyer, President
Sacramento Police Officers Association

DATED:

16 August 2011

Approved as to form

Dated: August 10, 2011



Brett M. Witter
Supervising Deputy City Attorney

cc: Rick Braziel, Chief of Police
A/ Captain James Beezley, Personnel Services Division



HUMAN RESOURCES
DEPARTMENT
LABOR RELATIONS DIVISION

GERI HAMBY
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

August 10, 2011

Brent J. Meyer, President
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, CA 95811

Re: Agreement Regarding Reserve Community Service Officers

Dear Mr. Meyer:

This is to confirm the agreement reached between the City of Sacramento and the Sacramento Police Officers Association (SPOA) regarding amendments to the existing Memorandum of Understanding (MOU) and Letters of Understanding (LOUs) between the parties, as they pertain to the establishment of a new Reserve Community Service Officer program.

Specifically, it is agreed as follows:

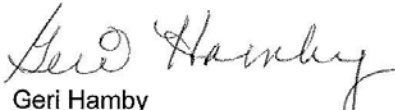
1. The City will establish a Reserve Community Service Officer program consisting of the following criteria:
 - a. The Reserve Community Service Officer classification will have a one-step salary range equaling Step 1 of the current Community Service Officer classification.
 - b. Employees in the classification of Community Service Officer who are laid off during the period of June 30, 2011, and August 31, 2011, may be hired in the classification of Reserve Community Service Officer.
 - c. Reserve Community Service Officers will be hired as non-career, non-benefit qualified, at-will employees.
 - d. Reserve Community Service Officers will work a maximum of 960 hours per fiscal year.

2. Pay Treatment:
 - a. Any Community Service Officer who is laid off between June 30, 2011, and August 31, 2011, and is hired as a Reserve Community Service Officer prior to August 31, 2011, shall be hired at a "Y-Rate" of their last career hourly rate of pay, including any incentive received with the exception of the uniform incentive/reimbursement and investigations/detective incentive. This Y-rate shall be in effect for the duration of the employee's placement on the Community Service Officer recall list.
 - b. Court appearances will be paid at the straight time rate of pay.
 - c. Overtime hours will be paid at the rate of time and one-half, and will be for any hours worked in excess of ten (10) hours in a day or forty (40) hours in a work week.
3. Supplemental (Off-Duty) Employment:
 - a. Community Service Officers who have been laid off shall have the right to first call for any off-duty employment consistent with Article 16.6 of the MOU. Laid off Community Service Officers assigned to off-duty employment will be paid time and one-half the "Y Rate" of pay referenced in paragraph 2(a), consistent with Article 17.1(c) of the MOU.
 - b. Reserve Community Service Officers shall be authorized to work off-duty employment that does not require full peace officer powers.
 - c. Reserve Community Service Officers authorized for off-duty employment shall be placed in the rotation with sworn officers. Sworn officers will be placed in the rotation by classification seniority and Reserve Community Service Officers will be placed in the rotation by City seniority.
4. Employees hired into the classification of Reserve Community Service Officer will be represented by the SPOA and pay dues or an agency fee, as applicable. The City will provide SPOA time to meet with all new Reserve Community Service Officers hired under this program.
5. The provisions of Section 3.2(b) of the MOU will apply to Reserve Community Service Officers.
6. Non-career employees normally do not have appeal rights when released. For employees hired in this program, in the event that a Reserve Community Service Officer is released for cause from his/her non-career employment with the City, he/she may have an administrative review of the release by submitting a request in writing, within seven (7) calendar days to the Director of Human Resources (Director). The Director has the sole discretion of the administrative review and no further administrative appeal will be given.

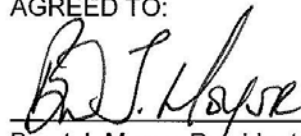
7. The Reserve Community Service Officer program outlined above, and this LOU, will automatically expire without notice on June 30, 2016, or when all Community Service Officers have been recalled to employment as career Community Service Officers, whichever comes first.

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

Sincerely,


Geri Hamby
Director of Human Resources

AGREED TO:

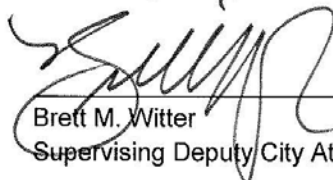

Brent J. Meyer, President
Sacramento Police Officers Association

DATED:

16 August 2011

Approved as to form

Dated: August 10, 2011


Brett M. Witter
Supervising Deputy City Attorney

cc: Rick Braziel, Chief of Police
A/ Captain James Beezley, Personnel Services Division