

*City of*  
**SACRAMENTO**

---

**and**



**Labor Agreement**  
**Covering Employees**  
**in the Police Department Unit**

*2023-2025*

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## **PREAMBLE**

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and 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 recognizes the Association as the sole and exclusive recognized employee organization for employees in the classification of Police Sergeant, Police Officer, Community Service Officer III/II/I, Dispatcher III/II/I, Park Safety Ranger Supervisor, Park Safety Ranger, Park Safety Ranger Assistant, Reserve Police Sergeant, Reserve Police Officer, Reserve Dispatcher, Reserve Community Service Officer, and Security Officer in the Police Department Unit. 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 – NON-DISCRIMINATION**

### **2.1 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.

## **ARTICLE 3 – CITY RIGHTS**

### **3.1 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 4 –ASSOCIATION RIGHTS

### 4.1 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 this Agreement using the Association’s Member Enrollment Form (hereafter, “Member Enrollment Form”) agreed to by the City and Association. The member enrollment form shall include:

- Employee full name;
- Employee date of birth;
- Employee eCAPS ID number or the last four numbers of their Social Security number;
- Amount or percentage to be deducted from employee’s bi-weekly paycheck for membership dues;
- Additional deductions (e.g., life insurance); and
- Any additional necessary information.

Any future changes or modifications to the member enrollment form shall be agreed upon between the City and the Association.

(2) Such deductions shall be made only upon submission of the member enrollment form, by the Association, to the Payroll Division, Department of Finance.

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

- (4) The Association is responsible for submitting the member enrollment form to the Payroll Division, Department of Finance, any changes in the amounts to be payroll deducted from the paychecks of employees who have so authorized.
- (5) When Changes in the rates affect large groups of the Association's members, the Association may, in place of the agreed upon member enrollment form, notify the Payroll Division, Department of Finance, by email, clearly defining the group of Association members affected and the new rate.
- (6) Unless notified in writing by the Association of an employee's request to cancel their association dues deduction(s), the City will continue to deduct dues, and/or any additional deduction(s) noted. Notification will be made to the Payroll Division, Department of Finance, utilizing the member enrollment form notating in the "Additional Information" column that it is a membership cancellation.

In the event that an Association member is no longer employed in a classification covered under this Agreement, but remains an active employee of the City, the City may cancel their association dues deduction(s) without notification from the Association.

- (7) Upon written notification by the Association, the City shall enroll new members and/or cancel existing membership as soon as practicable, not to exceed a period of thirty (30) calendar days after notification.
  - (8) The Association shall maintain signed authorization forms by their members certifying that the dues and/or fee(s) deduction(s) are authorized and shall provide said authorization forms to the City in the event of a dispute regarding the existence or terms of such authorization.
- c. The Association will promptly refund to the City any amounts paid to the Association in error under this Section. The Association expressly agrees to indemnify and hold the City harmless from any and all claims, demands, cost (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include, but not be limited to, employee legal actions of any sort or nature against the City based upon or related to this Section.

## 4.2 EMPLOYEE RIGHTS

The following paragraphs state employees' rights which shall be part of the Internal Affairs (IA) investigation process:



- a. When an employee is notified that the employee shall be subject to an IA interview, the employee shall be informed whether they are a witness or a principal. The Association shall be notified when an employee is subject to an IA interview or witness interview. 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 the employee's request, to obtain an attorney/representative and have them 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 them 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 Division (IAD).

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 IAD has received a complaint against an employee, such employee shall be advised of their 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 their interest entered in the employee's City or departmental personnel file without the employee having first read and signed the instrument containing the adverse comment indicating they are aware that such comment is being placed in the employee's 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. The employee shall have the right to have a rebuttal placed in their personnel file for any adverse comment placed in their personnel file within thirty (30) days of receiving the original. The employee's rebuttal shall be removed once the adverse comment, for which the rebuttal was written, is removed.
- d. In no event shall an employee be brought to IAD, for questioning, or be required to answer allegations regarding minor complaints received anonymously without independent corroborating information.

- e. Documented counseling, or other related adverse documented comments entered in the employee's file, shall be removed and destroyed from their file after one year from the date of documentation.
- f. When the City receives a Public Records Act request for documents, information, or files, which contain financial, disciplinary, performance, or personal data of a specific employee(s), the affected employee(s) and the Association shall receive a copy of the request. In the event that the City receives a request for multiple employees and determines that personal notification to the affected employees is too cumbersome, the City will only notify the Association. This Section shall not be subject to the grievance procedure as outlined in Article 5 of this Agreement.

### 4.3 RELEASE TIME

- a. Hours Allowed and Credited The City shall allow a maximum of 5200 hours per year to the Association 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 Association 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 Association 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 Association. In the event special meetings are called by the City or an Association representative is requested to engage in such activity by the City, such time shall not be charged against total allowable Association hours.

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

If the Association so desires, members other than those listed above may utilize Association 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 Association incurs over-expended total allowable 11248 Cost Center hours, the Association 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 forty-five dollars (\$45.00) per hour. Such payment shall be directed to the Accounting Division, Department of Finance, made payable to the City of Sacramento.

#### 4.4 ACCESS TO NEW EMPLOYEES

- a. The Association will be given a list of employees who are employed in classifications represented by the Association at least every thirty (30) days. To the extent it is known, the list shall contain the name of each employee, classification date, job title, department, work location, work, home, and personal cellular phone numbers; personal email address; and home address.
- b. Within fourteen (14) calendar days of the conclusion of each police officer, dispatcher, and community service officer academy, the Police Department shall, in consultation with the Association, schedule an on-duty meeting between the graduates hired by the City and the Association. Usually, the meetings will take place at the Association office, for a duration of two (2) hours, and is inclusive of the employee's lunch period.
- c. For new employees in classifications represented by the Association who did not graduate from a Department academy, the Police Department shall notify the Association of the hire. The new employee will be allowed to meet with the Association at the Association office for two (2) hours during their first fourteen (14) calendar days with the City.
- d. The Association shall be allowed to use departmental email to notify members of meetings, elections, social events, and ratifications. All communications must comply with the City and Departmental policies regarding email communication and usage.

### **ARTICLE 5 – GRIEVANCE PROCEDURE**

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

#### 5.1 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.

## 5.2 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) calendar day time limit for filing grievances may be extended. When attempting to resolve a grievance informally, the City and the Association shall mutually agree to toll the time for ninety (90) calendar days. The Association and the City shall acknowledge in writing the grievance is being discussed informally and the time is tolled.
- 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.

## 5.3 STEP ONE

An employee who believes they have cause for a grievance may contact their supervisor alone or with the employee's representative. If after discussions with the supervisor, if 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, which supervisor shall answer the grievance in writing within fourteen (14) calendar days from the time the supervisor 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.

#### 5.4 STEP TWO

An appeal to the second step shall be made within fourteen (14) calendar days. The hearing of the grievance will be held within fourteen (14) calendar days 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 fourteen (14) calendar days after the hearing is held. The employee has fourteen (14) calendar days to determine whether or not to appeal the grievance to the third step.

#### 5.5 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 fourteen (14) calendar days after the appeal to the third step of the grievance procedure.
- b. A written answer will be made within fourteen (14) calendar days after the hearing, stating the City's position.

#### 5.6 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 fourteen (14) calendar days 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 alternate striking 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 fourteen (14) calendar days 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.

#### 5.7 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.

#### 5.8 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 6 – SALARY ADJUSTMENTS**

#### 6.1 SALARY RANGES

- a. The salary ranges for employees in the Police Sergeant, Dispatcher I, Dispatcher II, Dispatcher III, Community Service Officer II, and Community Service Officer III classifications shall consist of five (5) salary steps with five percent (5%) between steps.
- b. The salary ranges for employees in the Park Safety Ranger Assistant, Park Safety Ranger, and Park Safety Ranger Supervisor classifications shall consist of eight (8) salary steps with five percent (5%) between steps.
- c. The salary range for employees in the Police Officer classification shall consist of seven (7) salary steps with five percent (5%) between steps.
- d. The top step for the Dispatcher III classification will be benchmarked at seventeen percent (17%) above the top step of the Dispatcher II classification.

- e. The top step for the Police Sergeant classification will be benchmarked at twenty-one percent (21%) above the top step of the Police Officer classification.
- f. The top step for the Park Safety Ranger Supervisor classification will be benchmarked at fifteen percent (15%) above the top step of the Park Safety Ranger classification.
- g. The top step for the Park Safety Ranger classification will be benchmarked at ten percent (10%) above the top step of the Park Safety Ranger Assistant classification.

## 6.2 SALARIES

- a. Effective March 25, 2023, the salary ranges for the classifications of Dispatcher I, Dispatcher II, Community Service Officer III, Park Safety Ranger Assistant, Police Officer, and Security Officer shall be increased by six percent (6%).

Employees who were on payroll during the retroactive period will receive retroactive pay for all paid hours within ninety (90) calendar days following adoption by the City Council of this Agreement. Employees who were involuntarily separated from City service as a result of either disciplinary action or probationary release during the retroactive period are ineligible for this payment.

- b. Effective June 29, 2024, the salary ranges for the classifications of Dispatcher I, Dispatcher II, Community Service Officer III, Park Safety Ranger Assistant, Police Officer, and Security Officer shall be increased by four percent (4%).

## ARTICLE 7 – SALARY ADMINISTRATION

### 7.1 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.

### 7.2 ADVANCEMENT IN RATE OF COMPENSATION

- a. Advancement in Steps

- (1) Upon successful completion of twenty-six (26) weeks of service an employee shall be advanced to the next higher step of the salary range of the employee's current classification. Thereafter, employees, who



maintain a satisfactory level of performance, shall automatically advance to the succeeding step, of their current classification, in intervals of fifty-two (52) weeks of completed service, which shall be calculated after the date of each advancement, until top step is reached

- (2) Time spent on unpaid leave of absence of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For unpaid leaves in excess of ten (10) consecutive working days, all unpaid leave time shall not count toward step increases.
- (3) An employee who has completed the required probationary period in the employee's 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 7.2(a) shall only apply to career employees.
- (5) Effective December 18, 2021, Section 7.2(a) shall only apply to career employees and Community Service Officer II as provided in Article 19.3 (Community Service Officer II (CSO II)).

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 Section 7.2(b) shall only apply to career employees.

c. Effective Date of Payroll Changes

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.

### 7.3 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.

#### 7.4 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.

#### 7.5 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.

#### 7.6 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.

#### 7.7 LONGEVITY PAY (CONTRACT)

Employees who have completed seventeen (17) years of City service shall receive longevity pay in the amount of three percent (3%) of their base rate of pay. Longevity pay shall be additive and shall not be compounded with any other type of pay or incentive.

## 7.8 LONGEVITY PAY (CITY CHARTER)

[Section 108 of the City Charter](#) provides employees who have completed twenty (20) years of service shall receive an additional one hundred dollars (\$100.00) annually, and employees who have completed twenty-five (25) years of service, shall receive an additional two hundred dollars (\$200.00) annually, for a total of three hundred dollars (\$300.00) annually. The parties acknowledge that Longevity Pay in 7.8 is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provision of this Agreement regarding Longevity Pay.

Longevity Pay as provided in Section 7.8 shall be reported to CalPERS in a manner consistent with CalPERS rules for reporting special compensation, as amended.

## ARTICLE 8 – HEALTH AND WELFARE

### 8.1 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

- a. The City shall administer a Cafeteria Plan (Plan) for employees consistent with Section 125 of the Internal Revenue Code. The details of Plan eligibility and operational requirements are set forth in the Plan documents. The City agrees to make contributions (City dollars) as defined below consistent with the following terms. One-half (0.5) of the City contribution will be made to eligible employees on each of the first two (2) paychecks (Eligible Paycheck) each month.
- b. The amount of City contribution as provided in Section 8.3(b) (1-3) and (c) for each of the first two (2) paychecks 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.
- c. Eligible employees shall receive a City contribution for each Eligible Paycheck the employee is paid for forty (40) or more hours. Employees who are paid less than forty (40) hours on an Eligible Paycheck 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.
- d. Notwithstanding Section 8.1(b) and 8.1(c), eligible employees shall continue to receive a City contribution for each Eligible Paycheck during an approved leave of absence, if required by state or federal law, or while suspended from service without pay.

- e. 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.

## 8.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

- a. Benefit eligible non-career employees (+1,040) shall receive prorated City dollars as indicated in Section 8.1(b). 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.
- 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 paycheck. 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 first two (2) paychecks each month the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's first two (2) paychecks each month 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.

## 8.3 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) For employees enrolled in an ABHP, the City contributions shall be as specified in Section 8.3 (b), below. To the extent that the premium for the ABHP is less than the City contributions outlined in (b), below, any excess contribution shall be credited to the employee's HSA to the extent allowed by law.
- b. Employees Not Enrolled in an ABHP
  - (1) Employee Only

For full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$838.00 per month.

Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee only, the City contribution shall be \$955.00 per month.

(2) Employee Plus One (1) Dependent

For full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,333.00 per month.

Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee plus one (1) dependent, the City contribution shall be \$1,520.00 per month.

(3) Employee Plus Two (2) or More Dependents

For full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$1,777.00 per month.

Effective December 30, 2023, for full-time employees enrolled in a City-sponsored medical plan for employee plus two (2) or more dependents, the City contribution shall be \$2,026.00 per month.

- c. Effective the first paycheck of 2025 for plan year 2025, the City shall contribute fifty percent (50%) of the first fifty dollars (\$50.00) of premium increases, up to a total of City dollar maximum contribution of twenty-five dollars (\$25.00) per month, toward the cumulative total increase in premiums, from plan year 2024 to plan year 2025, of the benchmarked twenty-five dollar (\$25.00) Kaiser HMO, Delta Dental PPO, and VSP basic vision plans. The employee shall be responsible for any premium increase(s) which exceed this amount.
- d. Employees shall not receive any unused portion of the City contribution as cash.
- e. Employees not enrolled in a City-sponsored medical plan may receive up to \$721.00 per month to purchase City-sponsored dental and vision coverage. Employees will not receive any portion of this contribution as cash.
- f. No employee shall be eligible to receive cash-back in lieu of health benefits unless the employee has waived participation in City-sponsored medical, dental and vision plans continuously since the 2013 open enrollment period. Employees eligible for cash back shall receive \$200.00 per month. Eligibility for cash-back is lost if an employee participates in any City-sponsored medical, dental or vision plan. Cash-back shall not be included in the calculation of determining an employee's regular rate when determining such rate for contact overtime.

- g. Monthly health and welfare contributions and the cash-back benefit for part-time employees shall be prorated as indicated in 8.1(b).
- h. If all City bargaining units agree to the change, employees who are eligible to receive the City contribution who do not provide proof of other group medical coverage and do not enroll in City medical coverage within thirty (30) calendar days of being eligible for the City's contribution shall be enrolled in the lowest cost ABHP medical plan for employee only coverage. If all City bargaining units do not agree to the change, the City will continue to enroll such employees in the lowest cost traditional HMO medical plan for employee only coverage.

#### 8.4 COVERED DEPENDENTS

- a. An employee who has a domestic partner, and has a notarized City-provided "Declaration & Understanding of Partnership Status for City of Sacramento Employee Health Benefits" form dated on or before June 30, 2017, may cover the domestic partner under the employee's City-sponsored medical plan. The employee's contribution for the premium cost for the domestic partner coverage will be made on an "after tax" basis.
- b. An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children, under the employee's City-sponsored medical plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in Section 8.3.
- c. The following eligible dependents qualify to be enrolled on a City medical, dental, or vision plan: lawfully married spouse or registered domestic partner; children up to age 26 who are an employee's natural child, stepchild, adopted child, or the natural or adopted child of an employee's spouse or registered domestic partner; children up to age 26 who are placed under the legal guardianship of an employee, the employee's spouse, or employee's registered domestic partner; children under the age of 26 in which the City has received notice of a Qualified Domestic Relations Order of required coverage; and disabled unmarried children over the age of 26 who reside with the employee. The definition of dependent child for purposes of medical insurance shall also be in accordance with the Patient Protection and Affordable Care Act.
- d. An employee covered as a dependent of another City employee may not enroll in a City medical plan, but may enroll in a City dental or vision plan.

#### 8.5 LIFE INSURANCE

- a. The City shall provide basic life insurance in an amount of \$25,000 to each eligible career employee at no charge.

- b. As soon as practicable and upon plan amendment, the City shall provide an additional \$25,000 of basic life insurance for a total amount of \$50,000 to each eligible career employee at no charge.
- c. Insurance over \$50,000: Employees may also purchase, at their expense, supplemental life insurance in the amount of up three (3) times their annual salary, subject to limitations specified by the insurance carrier.
- d. The City shall provide Accidental Death and Dismemberment Insurance in the principal amount of \$400,000 to officers while they are performing Explosive Ordinance Disposal (E.O.D.) duties, air operations flights, SWAT duties, bicycle detail, and motorcycle enforcement duties.

## 8.6 FLEXIBLE SPENDING ACCOUNTS

The City offers Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations for:

- a. Out-of-pocket cost for City-sponsored medical, dental, and vision insurance plans;
- b. Unreimbursed health care expenses; and
- c. Dependent care reimbursement.

The City shall provide a summary of IRS rules on flexible spending limits during each open enrollment to both the employees and Association.

## 8.7 HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

Following the adoption of this Agreement by the City Council, the City will, as soon as practicable and consistent with the terms of the City's contract with MissionSquare, stop employee contributions to MissionSquare Retiree Health Savings Account (RHSA) and setup employee contributions to the Peace Officers Research Association of California (PORAC) sponsored Retiree Medical Trust (RMT), for employees covered by this Agreement as follows:

- a. Employee, participant, and/or qualified beneficiary existing MissionSquare RHSA balances will remain in their MissionSquare RHSA account and are eligible for use in a manner consistent with the City's contract with MissionSquare and subject to the restrictions in the United States Internal Revenue Code (USIRC) or other applicable law. The City may, at any time, terminate its contract for RHSA services with MissionSquare, and transfer the employees', participants', and/or qualifying beneficiaries' then-existing balances to a new provider that will be selected at the City's discretion.



- b. Upon adoption of this Agreement, any administrative fees associated with MissionSquare RHTSA balances shall be the sole responsibility of the employee, participant, and/or qualified beneficiary.
- c. Employees hired before September 3, 2013, shall contribute one hundred seventy-five dollars (\$175.00) per month to the PORAC RMT.
- d. Employees hired on or after September 3, 2013, shall contribute one hundred seventy-five dollars (\$175.00) per month to the PORAC RMT.
- e. Contributions shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.
- f. Employee contributions to the PORAC RMT will be mandatory for each group identified in subparagraphs (c), and (d), above. Employee contributions shall be on a pre-tax basis to the extent allowed by law.
- g. There shall be no City contributions to the PORAC RMT.
- h. The Association acknowledges that it is solely responsible for the adoption and ongoing administration of the PORAC RMT. The Association also represents that the PORAC RMT complies with all federal, state, and local laws including, but not limited to, the USIRC and Regulations pertaining to pre-tax deposits to such plans.
- i. The City is not a party to, nor shall it incur any costs associated with the PORAC RMT including, but not limited to, its establishment or administration. The City agrees to deduct and transfer participants' contributions to the PORAC RMT in a manner consistent with this Article. The City has no obligations to the management, regulatory compliance, or performance of the PORAC RMT. In the event the PORAC RMT becomes insolvent or unable to pay, the City has no financial obligation to the PORAC RMT, the employees covered by this Agreement, PORAC RMT participants and their qualified beneficiaries, or the Association. Further, the City has no obligation to provide any PORAC RMT benefits to employees covered by this Agreement or PORAC RMT participants and their qualified beneficiaries.
- j. The Association agrees to defend, indemnify, and hold the City, its agents, officers, and employees harmless from any liability of any nature which may arise as a result of employee, participant, and/or qualified beneficiary participation in the PORAC RMT, including any and all claims or legal proceedings regarding the operation of the PORAC RMT, except for the City's failure to meet its obligation to deduct and transfer participant contributions to the PORAC RMT as described in this Agreement.



## 8.8 RETIREES OR SURVIVOR DEPENDENTS

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

- a. The maximum City contribution towards the purchase of medical, dental, or vision insurance for retirees is \$300.00 per month for the retiree. A retiree with a dependent enrolled on the retiree's medical plan shall receive an additional \$65.00 per month. Retirees shall not receive any unused portion of the City contribution as cash.
- 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 be fifty (50) years old.
  - (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 8.8 (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 8.8 (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 8.8 (a) above.
  - (4) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.
  - (5) An employee who does not retire from the Sacramento City Employee Retirement System or CalPERS within one-hundred twenty (120) days from the date of separation from City service shall not be eligible for

the City's retiree insurance contribution and may not enroll in a City medical, dental, or vision plan

c. Pre-Medicare Eligible Retirees

Pre-Medicare retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored medical plan or purchase an individual medical plan. A retiree who elects to purchase a medical plan not sponsored by the City shall only be eligible to enroll in a City medical plan if the retiree enrolls with an effective date of coverage which is within two (2) years from the date their prior City medical coverage terminated except in the event of closure or repeal of the Patient Protection and Affordable Care Act.

d. Medicare Retirees

In order to maintain eligibility for the City retiree insurance contribution, each eligible retiree and eligible dependent(s) shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits. Medicare retirees may elect to participate in a City-sponsored Medicare medical plan or purchase an individual Medicare medical plan.

Medicare retirees who have enrolled in Parts A and B after becoming eligible for such benefits may elect to participate in a City-sponsored Medicare medical plan without restriction to the amount of time the retiree has waived a City-sponsored medical plan. Medicare retirees may only enroll on their City-sponsored Medicare medical plan a Medicare eligible dependent(s) who has enrolled in Parts A and B.

Medicare retirees who are eligible for Medicare Parts A and B and who elect to purchase an individual medical plan shall only be reimbursed the cost of the individual premiums associated with a Medicare Advantage, Medicare Supplemental, and/or Medicare Prescription Drug plan up to their eligible City contribution.

e. Retiree Insurance Contribution Exclusion

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

f. 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.

g. Survivor Dependents Benefits

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

h. Limitation Clause

No employee or retiree shall have any rights provided by this Section 8.8 (Retirees or Survivor Dependents) after the expiration of this Agreement.

i. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After September 3, 2013

No employee hired, reemployed, or rehired after September 3, 2013, shall be eligible for any benefits provided in this Section 8.8 (Retirees or Survivor Dependents). Employees being recalled from layoff, reinstated consistent with Section 14.10, or transferring to classifications covered by this Agreement after September 3, 2013, shall be eligible for the benefits provided by this Section only if the employee was eligible for retiree or survivor dependent benefits at the time of layoff, reinstatement, or transfer.

j. Resuming Retiree or Survivor Dependents Benefits for Eligible Personnel who Unretire from City Service and Subsequently Re-Retire from City Service

Individuals retired from classifications represented by the Association who are eligible for retiree or survivor dependents benefits under Section 8.8 shall have these benefits suspended if they elect to unretire and return to active employment with the City of Sacramento.

Notwithstanding Section 8.8(i), upon re-retirement from a classification represented by the Association, retirees who were eligible for retiree or survivor dependents benefits under Section 8.8 at the time of their first retirement, shall receive the City contribution to which they were entitled upon their original retirement date. Years of service during the employee's return to active employment will not be used to determine any employee's entitlement to the City's retiree insurance contribution under Section 8.8.

Example: An employee retires from a classification represented by the Association with fifteen (15) years of City service. The employee is eligible for 75% of the City's retiree insurance contribution. The individual unretires and works in an Association represented classification for another ten (10) years. When the employee re-retires, the employee is only eligible for the fifteen (15) year contribution amount, irrespective of any additional years of service worked for the City.

## ARTICLE 9 – HOURS OF WORK

### 9.1 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 Operations 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. Nothing herein prevents the Department from assigning days off throughout the week, or from establishing alternative hours or days off schedules.
- c. Sworn employees, Dispatchers, and CSOs who are scheduled to work a 4/10 schedule will have a forty (40) minute paid meal period.
- d. Employees assigned to the Office of the Chief may work the 9/80 schedule.
- e. The workday for all other employees shall be nine (9) consecutive hours, which shall include a one (1) hour unpaid lunch period.
- f. 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.
- g. The workweek shall consist of forty (40) hours.

### 9.2 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. 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.

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

### 9.3 DISPATCHER 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.

### 9.4 PARK RANGER 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.

### 9.5 FLEXIBLE HOURS

Notwithstanding the provisions of Sections 9.1 and 9.2 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 10.8 shall not apply to such flexed hours in any assignment.

## 9.6 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. Employees participating in the Furlough/Reduced Workweek program will not be eligible for supplemental employment or work overtime assignments without the written agreement of the employee's Captain or designee. Approved supplemental employment shall be paid consistent with Section 18.1(c).
- 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.

## 9.7 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 on a prorated basis.

- b. Program Participation

For the Police Officer, Police Sergeant, Community Service Officer III, Dispatcher II, Park Safety Ranger, and Park Safety Ranger Assistant classifications, the part-time arrangement will be available to permanent employees as determined by management, as follows:

- (1) Management will determine the number of part-time positions on an annual basis.
- (2) Management will identify positions that do not require investigative caseloads.
- (3) Management will notify all active participants of any openings.

- (4) Selection for Police Officer positions outside of Patrol shall be in accordance with current transfer selection practices.
- (5) Management will identify assignments designated as part-time. Sign-ups will be on the basis of classification seniority.
- (6) Lateral candidates, not off probation, must have Deputy Chief approval.

c. Hours of Work

Each part-time employee will have a defined work schedule of twenty (20) hours per week. An employee may work additional hours with manager approval. Overtime will be defined as working more than ten (10) hours in a day or forty (40) hours in one (1) workweek.

d. Court Overtime

If an employee, on their scheduled day off, is subpoenaed to appear in 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 the employee's shift, 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.

e. Call-Back

If an employee, on their 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 the employee's next regularly scheduled shift, the employee shall be compensated, at the applicable rate of pay, for the actual time worked or a minimum of two (2) hours, whichever is greater.

f. Continuing Professional Training (CPT)

When mandatory training occurs, employees will revert to a forty (40) hour workweek.

g. 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.

h. Vacation Sign-Up

Part-time employees shall be eligible to bid for vacation after all full-time employees have bid. Part-time employees shall bid for vacation on the basis of classification seniority.

i. 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 a part-time employee's schedule to full-time.

## ARTICLE 10 – OVERTIME

### 10.1 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 one and one-half (1.5) times their regular rate of pay. 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 compensatory time off (CTO) at the employee's option.
- b. The City shall not arbitrarily change or reschedule days off or shifts in order to avoid the payment of overtime.

### 10.2 COMPENSATORY TIME OFF (CTO)

- a. Employees may accrue up to one hundred sixty (160) hours of Compensatory Time Off (CTO).
- b. The Department Head or designee must approve the use of CTO. Use of CTO may be denied based on the need for backfill or emergency needs.
- c. Employees may cash-out accrued CTO at the employee's 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.

### 10.3 COURT OVERTIME

- a. When an employee is subpoenaed or required by the City to appear in Criminal Court, Civil Court, or a hearing board in the employee's capacity as



- a City employee, and is not scheduled to be on duty during the time of the appearance, upon reporting to the court or location of the hearing the employee shall receive a minimum of four (4) hours pay at time and one-half (1.5) the employee's regular rate of pay, or the actual amount of time spent in court, whichever is greater.
- b. When such court appearance on off-duty time requires the employee to be in attendance before and after the lunch recess, such lunch time shall be included in determining the employee's court overtime pay.
  - c. When an employee works a graveyard shift that ends at or after 7:00 a.m., and is required to make a morning court appearance on the same day, the employee shall receive court overtime beginning at the end of the employee's shift. The employee shall use the time to the maximum extent possible to travel to and prepare for the court appearance.
  - d. 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 the employee's regular rate of pay for a minimum of two (2) hours for such court appearance.
  - e. 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 the employee's regular rate of pay 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 the employee's Captain and the Court Liaison Unit of the scheduled vacation/court appearance conflict.
  - f. 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 (1.5) the employee's regular rate of pay or the actual amount of time spent, whichever is greater, for such appearance.

#### 10.4 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 to notify the Court Liaison Unit. If the standby requirement has been confirmed by the Department, the employee will be compensated at the rate of one and one-half (1.5) times the regular rate of pay for only those hours that the court is actually in session.

## 10.5 TELEPHONE OVERTIME

- a. It is the responsibility of an employee to make all requested court, District Attorney, and Court Liaison Unit telephone calls, so far as possible, during the employee's 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 the employee's off-duty time on a scheduled workday, the employee shall receive two (2) hours pay at the rate of time and one-half (1.5) the employee's regular rate of pay 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, the employee shall receive two (2) hours pay at the rate of time and one-half (1.5) the employee's regular rate of pay 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 (1.5) the employee's regular rate of pay if the employee is advised by the Court Liaison Unit that the employee will not be required to appear in court as scheduled. If the employee is advised by the Court Liaison Unit that the employee will be required to appear in court, the employee will be entitled to the four (4) hour minimum court overtime pay at the rate of time and one-half (1.5) the employee's regular rate of 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 10.3 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 the employee's personal telephone.
- i. This Section does not preclude the employee from contacting the court, District Attorney, the employee's office, or the Court Liaison Unit at the employee's own discretion. However, these calls will not be compensated.

## 10.6 CANCELLATION OF APPEARANCES

Notice of court 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 notice is given in less than three (3) but more than two (2) hours, employees will receive two (2) hours of overtime at the rate of time and one-half (1.5) the employee's regular rate of pay. In the event that notice is given with two (2) hours or less, employees will receive four (4) hours of overtime at the rate of time and one-half (1.5) the employee's regular rate of pay. Confirmation of notification to employees verbally or by voicemail prior to three (3) hours will eliminate overtime compensation.

## 10.7 MINIMUM SHIFT/CALL-BACK

- a. Employees who are ordered to work outside of their normal scheduled shift shall receive time and one-half (1.5) at the employee's regular rate of pay for the actual time worked or a minimum of four (4) hours, whichever is greater.
- b. Employees who are called in to work and start work within ninety (90) minutes of their scheduled start time on their scheduled workday, will be compensated time and one-half (1.5) at the employee's regular rate of pay for a minimum of two (2) hours.
- c. This Section shall not apply to employees when held over at the end of their shift or for voluntary overtime. For the purpose of this Section, work can typically be defined as performing normal work duties and attending meetings or trainings.

## 10.8 SHIFT CHANGE NOTICE

The City shall pay overtime at the rate of one and one-half (1.5) times the employee's regular rate of pay for the first rescheduled shift an employee works when given less than five (5) days' notice. This Section shall not apply to employees on administrative leave, IOD, or modified/light duty.

# ARTICLE 11 – SPECIAL ALLOWANCES

## 11.1 UNIFORMS

- a. The City shall provide all new hired or rehired employees in the classifications of Police Officer, Community Service Officer, Dispatcher, a lump-sum

payment of one-thousand-dollar (\$1,000), subject to normal and customary withholdings, for the purchase of uniforms. Employees hired to attend an academy shall receive the lump-sum payment upon successful completion of the academy.

- b. The City shall provide all new hired or rehired employees in the classifications of Park Safety Ranger and Park Safety Ranger Assistant a one-thousand-dollar (\$1,000) voucher for the purchase of uniforms. Employee hired to attend an academy shall receive the uniform voucher upon successful completion of the academy.
- c. All rehired employees in the classification of Police Officer, Community Service Officer, Dispatcher, Park Safety Ranger, and Park Safety Ranger Assistant who previously received the lump-sum payment for the purchase of uniforms and did not turn in their uniforms after leaving City service shall not be eligible to receive the lump-sum payment upon rehire.
- d. Lump-sum payments will be reported to the Public Employees' Retirement System (PERS) in compliance with the Public Employees' Retirement Law (PERL)
- e. In the event the City mandates a uniform change the employees shall have twenty-four (24) months to transition to the new uniforms. If the City requires the transition to be completed in less than twenty-four (24) months, the City will incur all costs.
- f. The City will repair or replace uniforms, and 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.
- g. 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.

## 11.2 ON-CALL

- a. Employees designated by their respective Deputy Chief of Police or manager to be on-call shall receive thirty-five dollars (\$35) per day of on-call.
- b. Effective January 13, 2024, on-call shall be paid at forty-five dollars (\$45) per day of on-call.
- c. When an off-duty employee is contacted by telephone or any other means and spends more than fifteen (15) minutes providing advice or assistance to an on-duty employee, the employee shall be compensated at the rate of one and one half (1.5) times the regular rate of pay for the duration of the call.

### 11.3 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 their regularly assigned duties, an officer from the next lower rank may be temporarily assigned by their 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. When assigned to an out-of-class assignment, the officer shall be compensated by the payment of five percent (5%) above the employee's base rate of pay.
- b. Perform the substantial duties means, actively engaged in the supervisory functions of the Sergeant or Lieutenant (e.g., 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 the Chief of Police or designee.

### 11.4 DISPATCHER 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 their 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. When assigned to an out-of-class assignment, the employee shall be compensated by the payment of five percent (5%) above the employee's base rate of pay.
- 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 (e.g., 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 the manager or designee 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.

#### 11.5 PARK RANGER 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 their 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. When assigned to an out-of-class assignment, the employee shall be compensated by the payment of five percent (5%) above the employee's base rate of pay.
- 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 the Director of the Department of Youth, Parks, and Community Enrichment or designee.

#### 11.6 DETECTIVE PAY

- a. Police Officers who are assigned to the Office of Investigations, Internal Affairs Division, Major Collisions and Investigations (MCIU), and Criminal Intelligence Unit are routinely and consistently assigned to investigative and intelligence duties and shall receive detective pay in the amount of five and one-half percent (5.5%) of the employee's 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. When such assignment is terminated pursuant to Articles 15 (Seniority) or 16 (Transfer and Assignments), 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, for fewer than sixty (60) days, assigned to the above positions shall not be entitled to detective pay. Employees on light-duty assignment or receiving a reasonable accommodation due to disabling condition shall not be entitled to detective pay.
- d. Termination of an assignment related to disciplinary reasons shall be subject to appeal pursuant to Section 21.3 (Appeals of Formal Discipline Above a Letter of Reprimand).
- e. Any dispute regarding termination of an assignment as described in paragraph (a) above, that are not disciplinary related, shall be processed in accordance with the grievance procedure as set forth in this Agreement.
- f. Nothing in this Article shall prohibit involuntary transfers and/or assignments for just cause.

#### 11.7 TRAINING OFFICER PAY

- a. Police Officers and Dispatchers assigned as full-time Training Officers (TO) shall be paid nine and one-half percent (9.5%) of the employee's base rate of pay for the duration of the assignment.
- b. Police Officers and Dispatchers who are assigned as part-time TOs shall be paid nine and one-half percent (9.5%) of the employee's base rate of pay only for the time spent performing TO duties.
- c. Park Safety Rangers assigned as a TO shall be paid nine and one-half percent (9.5%) of the employee's base rate of pay only for time spent performing TO duties.
- d. TO pay shall be additive and shall not be compounded with any other type of pay or incentive.
- e. The department shall maintain a ratio of three (3) full-time TOs for every two (2) trainees per classification.
- f. When such assignment is terminated, 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.
- g. An involuntary transfer or reassignment from TO related to disciplinary reasons shall be subject to appeal pursuant to Section 21.3 (Appeals of Formal Discipline Above a Letter of Reprimand).



- h. Any dispute including but not limited to transfer, termination of an assignment, or reinstatement to TO status, that are not discipline related, shall be processed in accordance with the grievance procedure.

#### 11.8 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 (1.5) the employee's regular rate of pay.
- c. Dog care time shall not be considered time worked for purposes of contract overtime.
- 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 18.1(e) 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).

#### 11.9 SHIFT PREMIUM PAY

- a. Dispatchers Night Shift Premium Pay
  - (1) 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 receive 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 receive an additional five percent (5%) of their base pay for such hours.
  - (2) 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 receive 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 work shift in the period extending from 12:00 a.m. to 7:00 a.m., shall receive 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.

b. Sworn Employees Late Watch Patrol – Shift Premium Pay

- (1) Effective January 13, 2024, sworn employees who are assigned to Late Watch Patrol shall receive an additional five percent (5%) of their base pay for all hours worked during Late Watch Patrol.
- (2) In addition to sworn employees who are assigned to Late Watch Patrol, sworn employees who agree to backfill in Late Watch Patrol shall also receive an additional five percent (5%) of their base pay for all hours worked during Late Watch Patrol.

c. Night Shift and Late Watch Premium Pay shall be additive and shall not compound with any other type of pay or incentive.

#### 11.10 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 two percent (2.0%) of the employee's base rate of pay 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. Bilingual pay shall be additive and shall not be compounded with any other type of pay or incentive.

#### 11.11 CITY RESIDENCY INCENTIVE

- a. Employees shall receive a one-time incentive pay of \$10,000 following the purchase of a primary residence inside the boundaries of the City of Sacramento.
- b. Employees must be an owner of record of the residence and the residence must be the employee's primary residence to receive this incentive.
- c. The City Residency Incentive applies to purchases made between March 25, 2023, and January 24, 2025, by eligible individuals who were actively employed in a classification covered by this Agreement at the time of purchase.

- d. The City Residency Incentive shall automatically terminate on January 24, 2025.

**ARTICLE 12 – EDUCATIONAL AND P.O.S.T. INCENTIVES**

**12.1 EDUCATIONAL AND P.O.S.T. INCENTIVES**

- a. Police Officers and Police Sergeants shall receive the following educational and P.O.S.T. incentives:

Bachelor’s Degree	5% above base rate of pay
Intermediate P.O.S.T. certificate	5% above base rate of pay
Advanced P.O.S.T. certificate	8% above base rate of pay

- b. Dispatcher I, II, III, Community Service Officer III, and Park Safety Ranger shall receive the following educational incentives:

Associate’s Degree	2.5% above base rate of pay
OR	
Bachelor’s Degree	5% above base rate of pay

- c. Dispatcher I, II, and III shall receive the following P.O.S.T. incentives:

Public Safety Dispatcher Certificate	5% above base rate of pay
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- d. Incentives shall be additive and shall not be compounded with any other type of pay or incentive.

**ARTICLE 13 – PHYSICAL FITNESS**

**13.1 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.

**13.2 ON-DUTY WORKOUT TIME**

- a. Employees in the classification of Police Officer, Police Sergeant, Dispatcher, Community Service Officer III/II/I (“employees”) shall 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 who are not field deployed may, at the employee's discretion, use their workout time daily in conjunction with their meal period. Employees using meal period workouts shall receive a combined meal/workout period lasting seventy (70) minutes. Employees must use a minimum of thirty (30) minutes for workout.

## ARTICLE 14 – LEAVES

### 14.1 HOLIDAY PAY

The City and the Association observe the holidays listed below:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Day

Employees covered under this agreement are normally required to work on approved holidays because they work in positions that require scheduled staffing without regard to holidays. Therefore, in-lieu of receiving holiday time off employees shall receive Holiday Pay at five and a quarter percent (5.25%) of their base rate of pay. This pay shall be additive and shall not compound with any other incentive.

### 14.2 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) paychecks each 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. Employees who have at least four hundred eighty (480) hours of sick leave on the last day of the pay period ending on or before November 1 in any calendar year, may make an irrevocable election to forego the accrual of not more than twenty-four (24) hours of sick leave during the following calendar year and receive instead, cash payment for the number of sick leave hours designated in the election.
- c. Notification of the irrevocable election must be made in writing to the Payroll Division, Department of Finance, between November 1 and November 30 for the following calendar year. The payment will be made on the last paycheck in May of the calendar year following the irrevocable election. Payment shall be made at the straight time rate of pay the employee is receiving at the time the payment is made.
- d. If the employee electing the payment is separated from City employment before receiving the payment, the employee forfeits any right to receive the payment, but will instead have their sick leave balances credited with sick leave hours the employee would have accrued from January 1 following the date of election to the last day of employment.
- e. Employees hired on or before June 30, 2005, with twenty (20) or more years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit as follows:
  - (1) Eligible employees may choose to elect to receive cash 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 retirement, resignation, or layoff.
  - (2) Eligible employees with an effective retirement date from PERS within one hundred and twenty (120) calendar days of their separation from City service may also convert any or all of their sick leave credits accrued, less any payment received pursuant to Paragraph 1, above, to PERS service credit as of the date of their retirement, consistent with law and pursuant to the terms of the PERS contract with the City.
  - (3) Individual(s) identified pursuant to California Government Code Section 53245 as being the person designated on the employee's

“Designation of Person Authorized to Receive Warrants” form, or in the absence of an identified person pursuant to California Government Code Section 53245, persons entitled by law to the possession of the estate of a deceased employee may receive payment for thirty-three and one-third percent (33 1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of the employee’s death consistent with law and pursuant to the terms of the PERS contract with the City.

- f. 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.
- g. Employees hired on or after July 1, 2005, shall not be eligible for sick leave cash-out, regardless of years of service.
- h. All employees may apply the sick leave balance to service credit consistent with law and pursuant to the PERS contract with the City upon termination of employment for retirement.
- i. Individual(s) identified pursuant to California Government Code Section 53245 as being the person designated on the employee’s “Designation of Person Authorized to Receive Warrants” form, or in the absence of an identified person pursuant to California Government Code Section 53245, persons entitled by law to the possession of 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.
- j. Upon layoff, employees hired on or before June 30, 2005, may receive payment for thirty-three and one-third percent (33 1/3%) of the employee’s total accumulated sick leave credits. Employees being recalled shall have the uncompensated portion of their sick leave balance restored. However, if eligible, only those sick leave hours accrued after recall shall be applied to any subsequent sick leave payoff.
- k. No payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.
- l. 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.

### 14.3 VACATION ADMINISTRATION

- a. Employees shall sign up for their vacation annually each November in conjunction with the annual sign-ups. Employees shall be entitled to sign up for as many weeks of vacation as they will accrue in the year for which the

sign-up takes place. Employees in assignments not covered by a formal sign-up shall sign up for vacation within their assignment, by classification seniority, at the same time the formal annual sign-up is conducted.

- b. Non-career (+1040) employees shall be eligible to sign up 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. When an 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 they return to work. This provision also applies to any accrued leave with the exception as noted in 14.2, Sick Leave.
- d. Employees who are eligible to receive a cash payment in-lieu of vacation leave, as provided for in Article 8 Section 107(d) of the Sacramento City Charter, may make an irrevocable election to receive such payment by foregoing the same number of vacation hours in the calendar year following the election. Notification of the election must be made to the Payroll Division, Department of Finance, in writing by November 30 for payment to be made on the last paycheck of March in the next calendar year.

#### 14.4 PREGNANCY DISABILITY LEAVE

The pregnancy disability benefit shall be applicable to employees who are pregnant 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 and shall be forfeited following the end of the disability period. 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 one (1) year of City service from the most recent date of hire preceding the request for pregnancy disability leave. Hours worked as a non-career employee do not count toward an employee's eligibility for this benefit.

- 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 their accrued and available hours of paid leave and/or unpaid leave.

#### 14.5 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 their 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.

#### 14.6 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 ensure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. 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 (0.5) of the scheduled shift in court or on jury duty, the employee will notify the employee's supervisor in advance of the employee's start time so the employee can be excused from the employee's shift. If an employee is on jury duty less than one-half the scheduled shift, the employee 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 (0.5) of the employee's shift, the employee 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 10.3 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 the employee's schedule adjusted to a Monday - Friday, 8 a.m. to 5 p.m. schedule for the duration of the assignment.

#### 14.7 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. Personal leave shall not expire and shall have no cash value.

#### 14.8 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, registered domestic partner, parent, sibling, child, registered domestic partner's child, grandchild or grandparent. 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.

#### 14.9 BENEFITS FOR LATERAL HIRE EMPLOYEES

- a. As an incentive to lateral hires, the City may offer the following benefits in its discretion:
  - (1) 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 they would be accruing had the candidate been an employee of the City for the duration of their employment. 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) A 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) The probationary period will be twelve (12) months.
- b. The City has the discretion of hiring a lateral candidate into the salary step consistent with that candidate's previous experience and skills.

#### 14.10 BENEFITS FOR REHIRE OF EMPLOYEES

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

- a. An employee who is rehired or reemployed within twelve (12) months of leaving the City may return to their classification seniority from the previous time spent in the classification of Police Officer or Dispatcher while employed by the City.
- b. Employees rehired or reemployed will be credited with the number of sick leave hours they had upon separation minus any hours that were cashed out or used to purchase service recredit at separation.
- c. Employees rehired or reemployed will be allowed to return to the same salary step they held when they left City service. Rehired employees shall receive salary step advancements in accordance with Section 7.2 (Advancement in Rate of Compensation), with no prior city service time counting towards step advancements. Employees who return at a salary step greater than Step 1 shall receive their first salary step advancement on the pay period following their completion of fifty-two (52) weeks of employment after being rehired.
- d. Upon rehire or reemployment, 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 they 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 and Civil Service Board Rule 15.3. In addition, the employee's aggregate total balance of vacation and Supplemental ATO shall not, in any year, exceed 480 hours. Supplemental ATO awarded pursuant to this Section shall have no cash value.

- e. The probationary period for any rehire or reemployment shall be twelve (12) months.

#### 14.11 PAID CITY LEAVE

- a. Employees in City service on January 1, 2022, shall receive a one-time leave bank contribution of thirty-five (35) hours of Paid City Leave. This leave shall not expire, and shall have no cash value except as follows:

- (1) Employees receiving the Paid City Leave contributions described in Article 14.11(a) may make an irrevocable election to receive a cash payment in lieu of using the leave. Notification of the election to receive this cash payment must be made to the Payroll Division, Department of Finance, in writing, by November 30, 2022. Employees making the irrevocable election shall receive the payment on the paycheck representing the first pay period following their election at the straight time rate of pay they are receiving at the time of payment, less ordinary payroll deductions.
- (2) Upon separation from City service, employees with a balance of Paid City Leave described in Article 14.11(a) shall receive a payment of the Paid City Leave balance at the straight time rate of pay they are receiving at the time of the payment, less ordinary payroll deductions.

- b. Employees in City service on October 31, 2022, shall receive a one-time leave bank contribution of thirty-five (35) hours of Paid City Leave that will become available for use on the first paycheck in January 2023. This leave shall not expire and shall have no cash value except as follows:

- (1) Employees receiving Paid City Leave described in Article 14.11(b) may make an irrevocable election to receive a one-time cash payment by foregoing the thirty-five (35) hours of Paid City Leave in 2023. Notification of the election must be made to the Payroll Division, Department of Finance, in writing by November 30, 2022. This cash payment will be made to the employee on the last paycheck in March 2023. Payment shall be made at the straight time rate of pay the employee is receiving at the time payment is made, less ordinary payroll deductions. If the employee making the irrevocable election separates from City employment for any reason prior to December 31, 2022, the employee forfeits both the right to receive the cash payment and the thirty-five (35) hours of leave.

- (2) Upon separation from City service, employees with a balance of Paid City Leave described in Article 14.11(b) shall receive a payment for the Paid City Leave balance at the straight time rate of pay they are receiving at the time of payment, less ordinary payroll deductions.

## ARTICLE 15 – SENIORITY

### 15.1 CLASSIFICATION SENIORITY DEFINED – SWORN CLASSIFICATIONS

- a. Classification Seniority. Classification seniority shall be defined as all time spent in the current classification from the effective date of the original probationary appointment, and any time spent in a higher classification, within the department. Classification seniority shall not include any time spent in a lower classification.
- b. Police Cadet. Academy time as a cadet prior to July 1, 2019, shall count toward classification seniority as a police officer if such time was part of continuous service. Time spent as a cadet includes the classification title that was in use at the time an employee attended the Sacramento Police Academy to become a police officer (e.g., Community Service Officer, Police Cadet, Police Officer Recruit, Police Recruit, etc.).
- c. Leaves of Absence. Authorized leaves of absence shall not affect classification seniority.
- d. Classification Seniority Ties
  - (1) When two (2) or more employees are assigned to the payroll on the same date, classification seniority shall be determined by the ranking in the Academy, excluding physical performance testing.
  - (2) All other ties shall be broken by the drawing of random numbers, with the lowest random number receiving greater seniority.

### 15.2 CLASSIFICATION SENIORITY DEFINED – CIVILIAN CLASSIFICATIONS

- a. Classification Seniority
  - (1) Classification seniority shall be defined as all time spent in the current classification from the effective date of the original probationary appointment, and any time spent in a higher classification. Classification seniority shall not include any time spent in a lower classification.

- (2) Higher classification. The term higher classification shall mean a job classification in which the top rate of pay is greater than the top rate of pay of the employee's present classification.
  - (3) Flexibility staff positions. For those classifications which have flexible staffing as defined in the Rules and Regulations of the Civil Service Board 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.
- b. Leaves of Absence. Authorized leave of absence shall not affect classification seniority.
- c. Classification Seniority Ties
- (1) When two (2) or more employees have the same classification seniority ties shall be broken by the City service seniority.
  - (2) For employees appointed to the classifications of Community Service Officer III and Dispatcher I, in the event of a tie, seniority ranking shall be based on the Academy test ranking.
  - (3) All other ties shall be broken by the drawing of random numbers, with the lowest random number receiving greater seniority.

### 15.3 CITY SERVICE SENIORITY DEFINED – SWORN AND CIVILIAN CLASSIFICATIONS

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 with no break in service, whichever is greater. For employees laid off from City service, City service time shall be adjusted for the number of days the employee was laid off from City service in a represented career classification.

### 15.4 SENIORITY ADJUSTMENT

Classification seniority and City seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service.

### 15.5 TERMINATION OF SENIORITY

- a. Termination of seniority shall occur upon the following:
- (1) Resignation.
  - (2) Discharge.

- (3) Retirement.
  - (4) Layoff resulting in more than five (5) consecutive years separation from City service.
  - (5) Failure to respond and report to a second recall opportunity notice within fourteen (14) calendar days from the date of postmark on the recall notice.
- b. Terminated seniority will be reestablished and shall be adjusted (reduced) in calendar days to reflect time spent separated from City service:
- (1) Upon rehire or reemployment as provided in Section 14.10(a).

## 15.6 SENIORITY APPLICATION

- a. Classification seniority qualifies an employee for:
- (1) Time off preference
    - (a) Annual vacation sign-ups shall be conducted by classification seniority in conjunction with the annual sign-ups.
    - (b) After the completion of annual sign-ups, employees may, by classification seniority, select additional weeks of leave, in forty (40) hour blocks. Employees may only select from vacation blocks left open at the completion of sign-ups. Employees may request additional blocks using any leave they will have available to them, with the exception of sick time.
    - (c) When additional time off becomes available on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day, the time off will be granted by lot during an annual holiday draw.
    - (d) All other time off requests may be made no more than sixty (60) days prior to the start of the requested leave and will be approved on a first in time basis. Classification seniority shall be used to determine selection when multiple leave requests are made on the same day.
  - (2) Days off and shift preference.
  - (3) Preference during the sign-up process.
  - (4) As a factor in transfer requests.
  - (5) On duty workout schedule.

- (6) Determining primary beat on overlap days.
- b. If an employee is absent from their position for a period of six (6) consecutive months due to a leave of absence, or twelve (12) consecutive months due to an Injury on Duty (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, they 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.
- c. Nothing in this Article shall prohibit involuntary transfers and/or assignments for just cause.

## **ARTICLE 16 –TRANSFERS AND ASSIGNMENTS**

### **16.1 TRANSFER POLICY**

Employees, with the exception of employees in the classification of Police Sergeant and Dispatcher III, shall have a minimum of two (2) years of classification seniority prior to being eligible for consideration for any intra-departmental transfer. Employees within the classification of Police Sergeant and Dispatcher III may be eligible for an intra-departmental transfer after the completion of their probationary period in the classification and one (1) year of classification seniority.

### **16.2 ANNUAL SIGN-UPS**

- a. Employees shall participate in an annual sign-up within their assignments.
- b. Sign-ups shall take place in November on days mutually agreed to by the Department and the Association and shall become effective on the first day of the first full pay period in January. Sign-ups for patrol shall take place at the Association Office or at a mutually agreed upon location. Sign-ups for all other assignments shall take place either within the Office or at a mutually agreed upon locations.
- c. Sign-ups shall be conducted in person, by proxy, or by telephone at the time assigned to each employee based on descending classification seniority within their assignment.
- d. Sign-ups shall be conducted within each assignment and by classification. Assignment shall be defined broadly to include all employees conducting the same type of work and include, but are not limited to, Patrol Division, Communications Division, Park Rangers, Traffic, SWAT, K-9, Hospital, Regional Transit, Downtown Core, and POP. Investigators and Detectives shall sign up within their assigned investigative team.

- e. Sign-ups within each assignment shall include any employees who are assigned to the position on the last Friday in October and any employees who have been selected for transfer to the assignment before the first scheduled day of sign up.
  - (1) The Patrol sign-up shall also include any employees who have requested transfer back to patrol by the first Friday in October.
  - (2) Employees who request and are granted a transfer back to patrol for the purpose of participating in the patrol annual sign-up vacate their right to return to their previous assignment and will be required to participate in the sign-up process.
- f. Supervisors shall sign up before subordinate employees.
- g. Employees, except investigators and detectives, shall sign up for:
  - (1) Team and supervisor, when more than one team exists within the assignment.
  - (2) Geographical area of assignment.
  - (3) Radio identifier.
- h. All employees shall sign up for:
  - (1) Days off and shift.
  - (2) Vacation. Employees shall be entitled to sign up for as many weeks of vacation as they have accrued in the year for which the sign-ups take place.
  - (3) Required annual training schedule.
- i. An employee's status as a training officer shall not affect their ability to fully exercise their rights to make selections during sign-ups and no restrictions shall be placed on an employee's choices due to their status as a training officer.
- j. The Department, after consultation with the Association, shall establish an assignment matrix for conducting sign-ups which shall include all positions and all elements subject to sign up. The Department will provide the Association with a draft matrix and a list of employees by seniority for each assignment seven (7) days prior to the start of sign-ups. The Department retains the right to determine the number of officers assigned to any shift and to determine the boundaries of the geographical areas of assignment.



- k. The Association 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.
- l. The City retains the unilateral right to make change in the basic concept in the following areas:
  - (1) Number 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.

### 16.3 FILLING VACANCIES IN PATROL AND COMMUNICATIONS

- a. When a permanent vacancy as defined in subsection (d) below arises in the Patrol Division or in Communications, excluding specialized Communications positions, the vacancy shall be considered for posting as part of a supplemental sign-up. Vacant positions should be posted absent an operational need as determined by the Department.
  - (1) Vacancies which exist on March 31 shall be posted by April 7.
  - (2) Vacancies which exist on July 31 shall be posted by August 7.
- b. Postings shall remain open for ten (10) days. Selections and transfers should be made as soon as practicable following the end of the posting period.
- c. Positions shall be filled by seniority from among the applicants in that classification and assignment. Employees outside the Patrol Division must submit a request for transfer to Patrol to be eligible for inclusion in the supplemental sign-up. Management may temporarily fill positions at its discretion until the completion of the post and selection process.
- 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 where the Department has been given notice by the employee that they will not return to the position until the effective date of the next annual sign-up.
- e. Nothing in this Section shall preclude management from posting positions when there is no contractual obligation to do so.
- f. In the event there is no response to a 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.

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

#### 16.4 FILLING VACANCIES OUTSIDE OF PATROL AND COMMUNICATIONS

- a. When a permanent vacancy arises as defined in Section 16.3(d) outside of Patrol, the Office of the Chief, or Communications, excluding specialized Communications positions, the Department shall decide if the vacancy should be filled. If the Department decides to fill the position, notice of the vacant position shall be distributed by email.
- b. Employee's shall 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. An employee may be considered eligible for transfer if they will meet the eligibility requirements for transfer within thirty (30) days of the position posting closing date.
- c. 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.
- d. The department testing process and the selection of employees for vacancies shall be in accordance with the Specialty Unit Testing and Selection General Order. At the completion of the testing process, the department shall create a group of eligible employees for the assignment. Any vacancies in the assignment may be filled by the department by selecting employees from the group for a period of ninety (90) days following the completion of the testing process. The Department and Association may mutually agree to a different time period prior to the completion of the posting period.
- 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.

## 16.5 ROTATION IN OFFICE OF INVESTIGATIONS AND SPECIALTY UNITS

- a. All officers and sergeants in the Office of Investigations and specialty assignments shall be assigned a rotation date upon assignment. The normal rotation shall be determined based upon, but not limited to, the following considerations:
  - (1) The amount of training needed to perform the duties.
  - (2) The need for organizational consistency of operations.
  - (3) The need to build relationships within the job function.

The normal rotation 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 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 who have not been assigned a rotation date shall have no rotation date, subject to annual review for retention as indicated in (c) above.
- e. Specific time commitments for each specialty unit will be outlined in the General Orders.

## ARTICLE 17 – LAYOFF

### 17.1 PURPOSE

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

### 17.2 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. Downgrade: A downgrade shall be defined as a change in job classification for 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 placed in the salary step in the new classification which is closest to the monthly pay rate received immediately prior to downgrade.

### 17.3 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 seniority in the new classification. In the event a Police Lieutenant is laid off who has never held the rank of Sergeant, they 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 least classification seniority. In no event will a career employee be laid off until all non-career employees in the classification have been laid off.
- 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 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 in the City's payroll system, 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.

### 17.4 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.

## 17.5 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 classification seniority for sworn employees, and City service seniority 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 applicable seniority 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 their 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. Employees shall be allowed to decline a recall one (1) time within the five (5) year period. Declining a second recall opportunity will permanently remove an employee from the recall list.

## 17.6 POLICE-RELATED SUPPLEMENTAL EMPLOYMENT

During the period of any layoffs, Article 18, Police-Related Supplemental Employment, shall be amended to provide first call for any supplemental employment to those employees who have been laid off or downgraded until such employee is employed as a sworn officer in another jurisdiction, or has been removed from the recall list. This will amend Section 18.1(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 18.1(d) will apply.

### **ARTICLE 18 – POLICE-RELATED SUPPLEMENTAL EMPLOYMENT**

The Sacramento Police Department will administer supplemental employment in accordance with the following policy:

#### 18.1 SUPPLEMENTAL EMPLOYMENT

a. General

The Sacramento Police Department shall allow citizens and governmental agencies to contract with the City for additional police services. 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 Employment shall be in accordance with Section 23.13 (Reserves).

b. Assignments

(1) Employees eligible for supplemental employment will volunteer for off-duty assignments consistent with Section 18.1(d), and be assigned consistent with this Section 18.1 and the applicable General Order(s). The City will determine which assignments each classification and employee is eligible to work, based on the requirements of the assignment. The number and rank of officers assigned will be determined by the Supplemental Employment Unit (SEU).

(a) Police Sergeants Working in Officer Assignments

(i) Sergeants may work in assignments designated for Police Officers. In that case, the sergeant will be paid at the rate of time and one-half (1.5) of top step Police Officer with Intermediate P.O.S.T., Advanced P.O.S.T., Bachelor's degree, holiday pay, and longevity incentives.

(ii) Sergeants who work an assignment designated for Police Officers shall not be assigned supervisory or

administrative responsibilities of a sergeant while working the assignment. However, if a police incident arises that requires the presence of a supervisor on scene, the sergeant working supplemental employment at the event shall assume command of the scene until relieved by the on-duty watch commander, and shall continue to be compensated consistent with this subsection.

(b) Police Officers Working in Sergeant Assignments

- (i) Police Officers may be selected to work a sergeant assignment if the Department determines there is a need to fill a sergeant position and no sergeants have volunteered to work the sergeant assignment. The Department shall determine when it is appropriate to fill a sergeant position with an officer and who shall be allowed to fill the sergeant position based on qualifications and experience.
  - (ii) Officers working as a sergeant will be paid at the rate of time and one-half (1.5) of top step Police Officer with Intermediate P.O.S.T., Advanced P.O.S.T., Bachelor's degree, and holiday pay incentive.
- (2) An employee will receive a minimum of four (4) hours supplemental employment pay for each assignment regardless of actual time worked.
- (3) Employees who have completed their probationary period are eligible to work supplemental assignments. Probationary employees may become eligible with the approval of their Watch Commander. Employees on sick leave, IOD leave, "light duty", leave of absence, paid administrative leave, or on suspension shall not be eligible. Employees shall not be eligible to work a supplemental assignment within twelve (12) hours of the end of their assigned shift in which the employee used five (5) or more hours of sick leave for personal illness or injury. Officers, while assigned to jobs under the supplemental employment rate, shall be subject to all rules, orders, and procedures of the Police Department. In no event shall an officer performing supplemental employment work be assigned to a job site where a labor union picket line has been established.
- (4) Employees may work supplemental employment immediately prior to or following their regular shift. Employees may not work more than sixteen (16) consecutive hours of combined regular and supplemental employment without the approval of their supervisor. Employees shall be provided eight (8) hours of rest between shifts.



c. Rate of Pay

Except as set forth in Section 18.1(b), employees working a supplemental assignment who are not “reserves” and/or “retired annuitants” from a CalPERS agency for hours worked under this program will be time and one-half (1.5) times the employee’s regular rate of pay. The cost charged to citizens or agencies will be the supplemental employment rate, plus administrative costs, including, but not limited to, workers’ compensation, liability insurance, and clerical costs.

d. Procedure

Eligible officers who desire to work supplemental employment will be placed on an eligibility list by submitting a request to SEU. Assignments shall be assigned equitably based on classification seniority and number of hours of supplemental employment worked. Assignments shall be made in accordance with the procedures outlined in General Order 253.02. The Department and Association may change the assignment procedures by mutual agreement.

e. City-Sponsored Events

Police Officers may volunteer to work City-sponsored events. All the provisions, including rate of pay and method of assignment of supplemental employment shall apply to City-sponsored events.

## **ARTICLE 19 – COMMUNITY SERVICE OFFICERS**

### **19.1 COMMUNITY SERVICE OFFICER CLASSIFICATIONS**

There shall be four classifications of Community Service Officer series; Community Service Officer I (CSO I), Community Service Officer II (CSO II), Community Service Officer III (CSO III), and Reserve Community Service Officer (RCSO). RCSOs shall not be entitled to leave accruals, medical, dental, or vision coverage, or other supplemental benefits, or retirement benefits except as required by law.

### **19.2 COMMUNITY SERVICE OFFICER I (CSO I)**

- a. CSO I shall be a limited-term classification for recruiting and training to learn the duties of a Police Officer or Community Service Officer III for the Sacramento Police Department. CSO I shall only be populated by employees prior to and while attending a POST Basic Academy or approved CSO academy.
- b. The CSO I classification shall have one (1) salary step and the step shall be equal to Step 1 of the CSO III classification.



- c. Employees who successfully complete a POST Basic Academy or an approved CSO academy shall be promoted to CSO II and advanced to Step 2.
- d. When a CSO I is unsuccessful in a POST Basic Academy or CSO academy and the employee is invited to participate in an additional academy, the City may elect to release the employee or extend the provisions of Civil Service Board Rule 6.9(b)(2), regarding limited-term appointments by an additional twelve (12) months.

### 19.3 COMMUNITY SERVICE OFFICER II (CSO II)

CSO II shall be a limited-term classification to prepare employees for advancement to the Police Officer classification. The CSO II classification shall have five (5) salary steps and the steps shall be equal to the CSO III classification. Notwithstanding Civil Service Board Rule 6.9(b)(2), a CSO II may serve up to sixty (60) months in the CSO II classification, but no more than thirty-six (36) months after successfully completing a POST Basic Academy. After completing the maximum time in the classification, a CSO II will be advanced to the CSO III classification unless the City exercises its discretion to release the employee from City employment. There shall be a limit of twenty (20) employees, who have completed a POST Basic Academy, in the classification of CSO II.

### 19.4 COMMUNITY SERVICE OFFICER III (CSO III)

CSO III is a career classification and shall have five (5) salary steps. Time spent as a CSO II shall count towards the twelve (12) month probationary period.

### 19.5 RESERVE COMMUNITY SERVICE OFFICER (RCSO)

- a. The classification of Reserve Community Service Officer (RCSO) shall be a non-civil service classification comprised of non-career, non-benefit, at-will employees. The classification shall be used to recruit and train employees to become police officers. Employees are limited to sixty (60) months in the classification of RCSO. The classification shall not be used to supplant police officers.
- b. The RCSO classification shall have one (1) salary step and the step shall be equal to Step 1 of the CSO III classification. RCSOs are not eligible for court overtime. RCSOs shall receive civilian EVOC training, basic safety training, and basic traffic control training before deployment.
- c. RCSOs shall work a maximum of 980 hours per fiscal year. Aggregate time for all RCSOs shall not exceed 20,000 hours per calendar year.
- d. Employees who have been laid off from the former Community Service Officer classification or who are laid off from the CSO III classification are eligible to be hired into the RCSO classification. Laid off employees hired as an RCSO shall be "Y-Rated" at their hourly rate of pay at the time of layoff, including any

incentive(s) received, with the exception of uniform incentive/reimbursement and investigations/detective incentive. These employees shall not have a limit to the number of hours or months they can work in the RCSO classification.

## **ARTICLE 20 – DRIVER LICENSE, REGIONAL TRANSIT MONTHLY PASS, AND PARKING**

### **20.1 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.

### **20.2 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.

### **20.3 EMPLOYEE PARKING**

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

## 20.4 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 14<sup>th</sup> 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.

## 20.5 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 defined by the following boundaries, the Sacramento River on the West, the American River on the North, Alhambra Boulevard on the East, and Broadway on the South.

# ARTICLE 21 – DISCIPLINE

## 21.1 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.

## 21.2 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 Manager of Labor Relations. The Manager or designee will schedule a 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 Manager 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 (18) month period. If an employee is the subject of additional discipline in the eighteen (18) month period, the eighteen (18) month period will restart on the date of the new discipline is imposed.

### 21.3 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 (1) of the two (2) 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 (1) 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 (2.5) 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.
- d. An employee who is pursuing the appeal on their own behalf may pursue their appeal consistent with the terms of the formal arbitration process described above. The employee and the City will equally share the expenses of the arbitrator, court reporter, and transcript, if requested. Under this option, the employee is also responsible for any costs and fees associated with their defense including but not limited to attorney's fees.
- e. An employee who is pursuing the appeal on their own behalf may also elect to be heard by an Administrative Law Judge (ALJ) at the California Office of Administrative Hearings (OAH).
  - (1) Under this option, the employee will not be required to pay the costs associated with the hearing at OAH or any transcription of the proceedings. The employee is responsible for any costs and fees associated with their defense including but not limited to attorney's fees.
  - (2) The appeal and the hearing at OAH shall be conducted pursuant to the procedures of Rule 12 of the Rules and Regulations of the Civil Service Board, as amended. On issues of procedure at the hearing where the Rules and Regulations of the Civil Service Board are silent, the California Administrative Procedures Act shall govern the proceedings.

## 21.4 MEDIATION

The parties may mutually agree to participate in mediation in an attempt to settle the case. Either party may request mediation. If the parties agree to mediation, then they will request a mediator from the State Mediation and Conciliation Service. The cost of the mediator shall be borne equally by the parties. In appeals where the employee is pursuing the appeal without Association representation, the mediation process will be available, subject to the same cost-sharing between the employee and the City.

## 21.5 WITHDRAWAL OF APPEAL

The employee may withdraw an appeal of discipline at any time prior to a decision being rendered. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) calendar days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee's mailing address as shown in the City's payroll system, copied to the Association and the employee's counsel of record.

## 21.6 DISCIPLINE AND DOCUMENTED COUNSELING RETENTION

- 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 (5) year period. If an employee had additional discipline in the five (5) year period, the removal date will restart.
- b. Suspensions and pay reductions 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.
- c. 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.

## 21.7 PARK SAFETY RANGER APPEALS

Park Safety Ranger 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 hearing officer may only sustain, modify or deny the discipline that is being appealed.

## ARTICLE 22 – RETIREMENT

### 22.1 CIVILIAN PERS RETIREMENT PLAN AND CONTRIBUTION

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

(1) 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

Classic Members shall pay seven percent (7%) of the PERS employee’s contribution and three percent (3%) of the PERS employer’s contribution on a pre-tax basis. Employee contributions to the employer’s portion are credited to each employee’s account.

(2) 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

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, on a pre-tax basis.

### 22.2 SWORN PERS RETIREMENT PLAN

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

(1) 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

Classic Safety Members shall pay nine percent (9%) of the PERS employee's contribution and three percent (3%) of the PERS employer's contribution on a pre-tax basis. Employee contributions to the employer's portion are credited to each employee's account.

(2) 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

Classic Safety Members shall pay nine percent (9%) of the PERS employee's contribution and three percent (3%) of the PERS employer's contribution on a pre-tax basis. Employee contributions to the employer's portion are credited to each employee's account.

(3) Tier III: Applicable to "New Members" Defined in Government Code Section 7522.04

- Modified 2.7% at age 57
- Final compensation calculated on 36 consecutive months
- 2% COLA
- 50% survivor continuation
- 50% industrial disability
- Military service credit
- Peace Corps service credit
- Sick leave service credit

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, on a pre-tax basis.



## ARTICLE 23 – MISCELLANEOUS

### 23.1 SAFETY EQUIPMENT

- a. The City will issue safety equipment to all sworn personnel and CSOs in accordance with department specifications.
- b. The City shall provide employees in the classification of Police Officer the following safety equipment and replace or repair such equipment when deemed necessary by the police department:
  - (1) Handgun and ammunition
  - (2) Handgun holster
  - (3) Three (3) handgun magazines and magazine holder
  - (4) Semi-automatic rifle
  - (5) Three (3) rifle magazines
  - (6) Conductive Electrical Device (CED) and holster
  - (7) Sam Browne Belt and four (4) keepers
  - (8) Key holder
  - (9) Two (2) pair of Handcuffs and two (2) handcuff cases
  - (10) Radio and radio holder
  - (11) Riot baton and baton holder
  - (12) Collapsible Baton and holder
  - (13) Pepper spray and pepper spray holder
  - (14) Flashlight (rechargeable) and flashlight holder
  - (15) Body armor (Level IIIA)
  - (16) Ballistic helmet and face shield
  - (17) Gloves
  - (18) Gas mask and carrier
- c. Employees in the classification of Police Officer, Community Service Officer, and Park Safety Ranger will be issued flexible body armor (Level IIIA) as determined by the Department's Armorer. Employees may purchase alternative flexible body armor from the approved list and will be required to pay the additional cost. Body armor shall be replaced prior to the manufacturers expiration or when damaged.
- d. Officers must use either the Department-issued holster or an optional holster approved by the Department's Armorer, purchased at the officer's expense.
- e. When an officer's weapon is taken by the Department as a result of an officer-involved shooting, the Department will immediately replace the officer's weapon with a Department issued weapon and holster if necessary. The officer will also be qualified with the replacement weapon if the officer's current qualification does not cover the replacement weapon.

- f. The City shall provide employees in the classification of Park Safety Ranger the following equipment and replace or repair such equipment when deemed necessary by the City:
- (1) Body armor (Level IIIA)
  - (2) Tactical load bearing vest cover
  - (3) Duty Belt and four (4) keepers
  - (4) Key holder
  - (5) Two (2) pairs of handcuffs and cases
  - (6) Collapsible baton and holder
  - (7) Flashlight (rechargeable) and flashlight holder
  - (8) Radio with microphone and ear piece
  - (9) Cell Phone
  - (10) Pepper Spray and holder
  - (11) Pepper ball launcher
  - (12) Inclement weather jacket
  - (13) Bump hat
  - (14) DOT reflective vest
  - (15) Ballistic helmet and shield
  - (16) One (1) pair waterproof boots annually
  - (17) Gloves

## 23.2 LIGHT DUTY POLICY

- a. In the event an employee is unable to perform the duties as a result of an injury, the employee 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, the employee 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 at the beginning or end of the shift.

If the therapy cannot be arranged at the beginning or end of the employee's 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.

### 23.3 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 the employee's 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.

### 23.4 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.

### 23.5 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.

### 23.6 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.

### 23.7 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.

Employee reimbursements to the City shall be by mutual agreement between the employee and City. No repayment schedule should exceed fifty-two (52) pay periods in duration.

- 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.

### 23.8 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.

### 23.9 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.

### 23.10 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.

### 23.11 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.

### 23.12 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.

### 23.13 RESERVES

- a. The Reserve program consists of the following:
  - (1) Reserves may be hired into the following classifications:
    - (a) Reserve Dispatcher
    - (b) Reserve Community Service Officer
    - (c) Reserve Police Officer I/II/III
    - (d) Reserve Police Sergeant
  - (2) Retired Annuitants, who are hired as a reserve, will be placed in the retired annuitant classification, but will have a working title for each reserve position.
  - (3) Employees will be hired into the Reserve 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 Level I, II, or III 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 Level I. Candidates who have completed Intermediate POST will normally be hired into Level II. Candidates who have completed Basic POST or Level I equivalent, and who have limited experience and training will normally be hired into Level III. Level III Reserve Officers will perform limited support duties such as special events, traffic control, prisoner watch, and jail bookings. Level III 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) Reserves will be hired as non-career, non-benefit qualified, at-will employees.
- (8) Reserves will be allowed to work up to a maximum of 960 hours per fiscal year. The City will provide the Association 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. Rate of Pay

- (1) The rate of pay for reserve classifications shall be established in the City’s published salary schedule and shall be paid as follows:

Classification	Hourly Rate
Reserve Police Sergeant	Police Sergeant Step 5
Reserve Police Officer Level I	Police Officer Step 7
Reserve Police Officer Level II	Police Officer Step 1
Reserve Police Officer Level III	Community Service Officer III Step 3
Reserve Dispatcher	Dispatcher II Step 5
Reserve CSO	CSO III Step 1

Reserves shall not be entitled to any incentives provided in this memorandum of understanding. Retired annuitants may not serve in the Reserve Police Officer Level II or III classifications.

- (2) Overtime hours will be paid consistent with the Fair Labor Standards Act.

c. Supplemental Employment

- (1) Reserve Officers may be given the opportunity to participate in the supplemental employment program outlined in Article 18. Selections for supplemental employment assignments will be made consistent with the Police Department General Orders.
- (2) The use of Reserve Officers for supplemental employment assignments shall be limited to staffing needs and events which have a significant negative impact on the police department’s ability to meet its operational obligations to the community. These events may include, but are not limited to, supplemental employment contracts which require a very large number of police officers; periods of civil unrest; response to natural and/or manmade disaster; and prisoner watch at a care facility. Additional assignments are permitted at the sole discretion of the Chief of Police, or designee, and are not subject to the grievance procedures in this Agreement.
- (3) Reserve Police Sergeants, Reserve Police Officers, Reserve CSOs, and Reserve Dispatchers who work supplemental employment assignments will be paid at the hourly rate specified in section 23.13 b. (1), above.



- 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 and required by POST.
- e. The primary purpose of using Reserve Officers who are not retired annuitants 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 for these purposes will not count toward minimum staffing levels.
- f. MOU Section 4.2 (Employee Rights) shall apply to Reserve Officers.
- g. In the event that a Reserve Officer is released for cause from their non-career employment with the City, they may have an administrative review of the release by submitting a request in writing, within seven (7) calendar days, to the Labor Relations Manager.
- h. 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.

#### 23.14 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.

#### 23.15 CONTRACTING OUT IN COMMUNICATIONS

- 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.

#### 23.16 DEFERRED COMPENSATION PLAN

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

Each participant in the Plan shall contribute an administrative fee of one dollar and fifty cents (\$1.50) per month from their plan balance to the Plan's administrative allowance account. Funds accumulated by the administrative fee will be utilized as prescribed in the Defined Contribution Plans Committee's Fee and Expense Policy.

#### 23.17 PARK SAFETY RANGER LABOR-MANAGEMENT COMMITTEE

- a. The parties agree to form a Labor-Management Committee (LMC) to review items related to the Park Safety Ranger series as follows:
  - (1) General Orders
  - (2) Body Worn Cameras
  - (3) Training
  - (4) Uniforms and Equipment
  - (5) Vehicles
  - (6) Tasers
  - (7) Access to police facilities and computer systems
  - (8) Any other items as mutually agreed upon
- b. The LMC will meet once quarterly for continued discussion. The parties may meet more or less frequently pursuant to mutual agreement.
- c. Any changes to the terms and conditions of employment resulting from the LMC require mutual agreement.

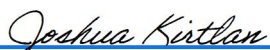
#### 23.18 TERM

- a. This Agreement shall remain in full force and effect from March 25, 2023, to and including January 24, 2025.
- 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 D are hereby incorporated and shall remain in effect during the term of this Agreement.

# SIGNATURES ON NEXT PAGE

DATED: December 12, 2023


SACRAMENTO POLICE OFFICERS  
ASSOCIATION

  
Joshua Kirtlan (Jan 25, 2024 15:07 PST)

---

Joshua Kirtlan  
President

CITY OF SACRAMENTO

  
Shelley Banks-Robinson (Jan 25, 2024 16:16 CST)

---

Shelley Banks-Robinson  
Director of Human Resources

  
Aaron Donato (Jan 25, 2024 19:59 PST)

---

Aaron Donato  
Labor Relations Manager



---

Christen Snyder  
Labor Relations Officer

APPROVE AS TO FORM:

  
Brett Witter (Jan 25, 2024 14:07 PST)

---

Brett M. Witter  
Assistant City Attorney

## 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

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Canine Handler

## EXHIBIT B – 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 their 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, their 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 C – 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 Association.

Dated:

AGREED TO:

AGREED TO:

---

Sacramento Police Department

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Equestrian Rider

## EXHIBIT D – 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



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OFFICE OF  
LABOR RELATIONS

CITY OF SACRAMENTO  
CALIFORNIA

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

December 13, 1999

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

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

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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





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 - 21<sup>st</sup> Street  
Sacramento, CA 95818

Re: Rate of Pay - SPOA President

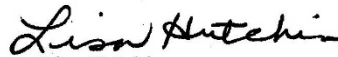
Dear Dave:

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.

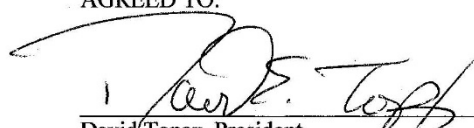
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

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



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, 29<sup>th</sup> and 30<sup>th</sup> 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