

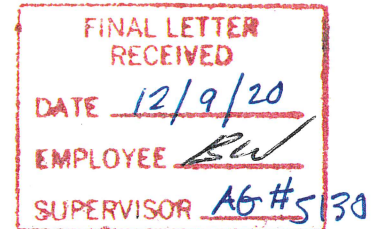
City of
SACRAMENTO
Police Department

DANIEL HAHN
Chief of Police

5770 Freeport Blvd., Suite 100
Sacramento, CA 95822-3516

(916) 808-0800
Fax: (916) 808-0818
www.sacpd.org

October 21, 2020
Compl2019-022



Officer Bryan Walker
5770 Freeport Blvd.
Sacramento, CA 95822

Dear Officer Walker,

This letter is to inform you that you are hereby suspended without pay for ten (10) hours from your position as a Police Officer and from city service. This action is based on the following facts:

1. On September 3, 2019, at 1430 hours, along with twenty-five (25) other sworn employees, you were seated inside the Roll Call Briefing room of the Joseph E. Rooney Police Facility (5303 Franklin Boulevard) for the mid-watch briefing.
2. Once the briefing session concluded, you overheard a discussion regarding Mayor Darrell Steinberg and the ongoing labor contract negotiations.
3. Based on witness statements and your own admission, you exclaimed, "Hey, you know, did you guys hear that I heard that someone nicknamed the mayor and his nickname is Jew boy."
4. Based on fact-finding interviews conducted between September 5, 2019 and November 7, 2019, you admitted to the following:
 - You violated General Order 210.04(A)(1)(b) by bringing discredit to the city and department.
 - You violated General Order 210.04(A)(2)(e) when you expressed humiliating discourtesies towards another person.

Your actions are in violation of the City of Sacramento's Civil Service Board Rules and Regulations §12.2 (n) discourteous treatment of a member of the public; and (w) caused impairment, disruption and discredit to your employment and the public service.

In addition, your actions were a violation of the City of Sacramento's Equal Employment Opportunity policy which states, in part:

[..] Conduct that may, under certain circumstances, constitute harassment, can include making derogatory comments, crude and offensive statements or remarks, making slurs or off-color jokes, stereotyping, engaging in threatening acts, displaying indecent gestures, pictures, cartoons, posters or material, making inappropriate physical contact, or using written material or City equipment and/or systems to transmit or receive offensive material, statements or pictures. Such conduct is contrary to City policy and to the City's commitment to a

discrimination free work environment. Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because he/she has engaged in protected activity, filed a charge of discrimination, participation in an investigation or opposed a discriminatory practice. Retaliation will not be tolerated.

Further, your actions in this matter are in violation of the following Sacramento Police Department Orders, which state in relevant part:

210.04
GENERAL AND PROFESSIONAL CONDUCT
07-12-17

PURPOSE

The purpose of this order is to establish criteria for the general and professional conduct of Department employees.

PREAMBLE

Working in partnership with the community to protect life and property, solve neighborhood problems, and enhance the quality of life in our City shall be the mission of the Department.

POLICY

It shall be the policy of the Sacramento Police Department to ensure exemplary conduct of Department employees, both on and off duty, and in keeping with the standards of the City Charter, Civil Service Rules and Regulations, and established labor agreements.

PROCEDURE

A. PROFESSIONAL CONDUCT (ALL EMPLOYEES)

1. Employees on or off duty shall
 - b. Not commit any act whether negligent, intentional, criminal, or otherwise that could bring discredit upon the Department or the City.
2. Employees shall
 - e. Not speak slightly or express humiliating discourtesies or derogatory comments to or engage in any harassing behavior towards any person. Employees should refrain from the use of profanity.

Continuation of the above acts or other misconduct on your part will subject you to further disciplinary action, up to and including termination.

A copy of this letter will be placed in your personnel file. Pursuant to Rule 12.7 of the Rules and Regulations of the Civil Service Board, you have the right to appeal this disciplinary action to the Civil Service Board within fifteen (15) calendar days from the date you receive this letter. You may submit your request for appeal in writing to the Secretary of the Civil Service Board, 915 I Street, Historic City Hall, Second Floor, Sacramento, CA 95814.

Sincerely,



Dave Peletta

Deputy Chief of Police

Approved:



Aaron Donato
Labor Relations Manager

cc: Human Resources – Labor Relations

SETTLEMENT AND RELEASE

DECEMBER 9

THIS AGREEMENT is made and entered in on ~~November~~, 2020, by and between the CITY OF SACRAMENTO, Police Officer Bryan Walker (Walker), and the Sacramento Police Officers Association (SPOA), regarding the disposition of Internal Affairs case number IAD2019-022 and the disciplinary action (Labor Relations case number 8648) which would have resulted in a ten (10) hour suspension without pay.

Specifically, the Agreement is as follows:

1. Police Officer Walker hereby acknowledges that his conduct, as outlined in the notice of intent to discipline in case number IAD2019-022 violated City Policy and Police Department General Orders. As a result, a final notice of suspension for Internal Affairs case number IAD2019-022 will be issued as a ten (10) hour suspension without pay.
2. In-lieu of serving a ten (10) hour suspension, Police Officer Walker will participate in the Education-Based Discipline (EBD) program. Police Officer Walker will be assigned an EBD coordinator, Captain Adam Green, to facilitate the completion of the program. Police Officer Walker will meet with Captain Adam Green within thirty (30) days of the date of this agreement to develop an EBD plan. The plan will consist of the following:
 - a. Police Officer Walker will complete three (3) educational video assignments and one (1) writing assignment. The particulars of this assignment will be determined by Captain Green.
3. Police Officer Walker is required to actively participate and satisfactorily complete each of the elements of the EBD as stated above on or before 45 days from the date of service of the final discipline letter. Failure to comply with these requirements will result in the EBD being terminated and the initial suspension (10 hours) will be imposed. Police Officer Walker and the SPOA hereby waive any right to appeal the imposition of the ten (10) hour suspension if it is imposed as a result of Police Officer Walker's failure to complete the EBD program.
4. The final notice of suspension letter will be removed from all files five (5) years from the date of issuance provided Police Officer Walker has not had any further formal discipline imposed during that time period. If formal discipline is imposed during that time period, the ten (10) hour suspension will remain in Police Officer Walker's official personnel file and may be used as the basis for progressive discipline.
5. Any future acts of misconduct will only be addressed with the use of EBD at the sole discretion of the City.
6. Police Officer Walker and the SPOA waive the right to appeal the ten (10) hour suspension to the Civil Service Board. Officer Walker and the SPOA waive the right to appeal, challenge, grieve, litigate, or otherwise file any claim regarding any matter concerning the proposed ten (10) hour suspension, or any associated circumstances or issues, to the Civil Service Board, or in any other administrative or judicial forum. Police Officer Walker further agrees to withdraw, with prejudice, any and all current appeals, challenges, grievances, litigation, or claims, with the exception of valid worker's compensation claims, concerning the matters

referenced in this agreement, or any associated circumstances or issues, to the Civil Service Board or in any other administrative or judicial forum.

7. Police Officer Walker and the SPOA agree that any and all issues associated with matters in this agreement are hereby resolved and that this agreement is an acknowledgment by the parties that the resolution is mutually satisfactory and constitutes final settlement. By this agreement, it is the intent of the parties to effect final and comprehensive settlement.
8. Police Officer Walker and his representative agree to withdraw any and all claims that have been filed with State or Federal Fair Employment Agencies regarding the matters referenced in this agreement. In addition to withdrawing any and all claims that have been filed with a State or Federal Fair Employment Agency, Officer Walker hereby releases and forever discharges the City and its successors, assigns, officers, agents, employees and any and all persons, firms and corporations having any interest in them or any of them of and from any and all claims and demands of any kind, nature and description whatsoever and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity which Officer Walker has or in the future may have against any such entities or any one or more of them, arising out of or in any way related to or connected to the matters referenced in this agreement or the final notice of suspension referenced above, including, but not limited to, mental and emotional distress, psychic injury, bodily injury, attorneys' fees, and costs of suit.
9. Police Officer Walker understands and acknowledges that various federal and state laws provide the right to file charges, claims or complaints against an employer for discrimination on the basis of race, ancestry, color, religion, sex, marital status, national origin, age, physical or mental disability or sexual preference. Among these laws are Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the California Family Rights Act of 1991, the California Fair Employment and Housing Act, as amended, or any successor or replacement statutes.
10. With full understanding of the rights afforded him under these and all other available state, federal and local laws, Officer Walker agrees, to the extent permitted by law, that he will not file or cause to be filed against the City, its officers, agents, employees or representatives, and does fully and finally release, discharge, indemnify and hold the City, its officers, agents, employees or representatives harmless from any charges, complaints or actions based on any alleged violation of these or other available laws, including but not limited to, common law and/or statutory claims relating to wrongful discharge whether in tort or on a contractual theory. Police Officer Walker agrees and represents that the City has not engaged in unlawful discriminatory conduct or actions against him related to or arising out of the facts and circumstances at issue in Internal Affairs case number IAD2019-022.
11. Police Officer Walker hereby agrees to waive and release all claims arising from or related to his employment and the facts and circumstances underlying this agreement whether known, unknown, contingent, liquidated or non-liquidated. He has read and understands and knowingly waives the benefit of the provisions of California Civil Code Section 1542, which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

12. Police Officer Walker understands and acknowledges the significance and consequences of this Release and of the specific waiver of section 1542, and expressly consents that this Release shall be given full force and effect as to all claims, whether known or unknown.
13. Pursuant to the Older Workers Benefit Protection Act, Police Officer Walker has until 5:00 p.m. on DECEMBER 30, 2020, to accept the terms of this agreement. Police Officer Walker is advised to consult an attorney about this agreement, and specifically the waiver included in this paragraph. If he accepts the agreement, Police Officer Walker will have seven (7) calendar days from the date of signing the acceptance to revoke the acceptance. To revoke, a written statement of revocation must be sent within the seven (7) calendar-day period by certified mail or personal service to Aaron Donato, Labor Relations Manager, City of Sacramento, 915 I Street, Historic City Hall, Suite 106, Sacramento, CA 95814.
14. Police Officer Walker acknowledges, agrees and understands that this agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any person, corporation or entity, and that he has been afforded an opportunity to discuss and review this agreement with his representative.
15. The agreement in this case does not establish a precedent, nor does it interpret any employee rights under the language of the Agreement, the Rules and Regulations of the Civil Service Board or any applicable policies or procedures of the Police Department, or the City.
16. This agreement memorializes and constitutes the entire agreement and understanding between the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

FOR THE CITY:



Howard Chan (Nov 6, 2020 17:16 PST)

Howard Chan
City Manager



Christopher C Conlin (Nov 5, 2020 17:37 PST)

Chris Conlin
Assistant City Manager



Daniel Hahn
Chief of Police




Aaron A Donato (Nov 4, 2020 12:43 PST)

Aaron Donato
Labor Relations Manager

FOR THE EMPLOYEE:


Police Officer Bryan Walker


Sacramento Police Officer Association
TIMOTHY DAVIS

APPROVED AS TO FORM:


Brett M. Witter (Nov 4, 2020 17:19 PST)

Supervising Deputy City Attorney