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AGREEMENT
BETWEEN
SACRAMENTO POLICE OFFICERS ASSOCIATION
AND
CITY OF SACRAMENTO
2005-2010

PREAMBLE

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

ARTICLE 1 RECOGNITION

1.1 RECOGNITION

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

ARTICLE 2 CITY RIGHTS

2.1 CITY RIGHTS

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

ARTICLE 3 SPOA RIGHTS

3.1 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish

payroll deductions for members of the Association for: (1) the normal and regular monthly Association membership dues; and (2) monthly insurance premiums for plans sponsored by the City or the Association, not to exceed three (3) insurance deductions per member, including other Association-sponsored programs.

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

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and Association.
- (2) Such deductions shall be made only upon submission to the Benefits Section, Department of Human Resources, of the said authorization form duly completed and executed by the employee and the Association.
- (3) The Association will be responsible for submitting to the Benefits Section the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.
- (4) The Association agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the Association.
- (5) The City will remit to the Association a check for all of the deductions.

3.2 EMPLOYEE RIGHTS

a. Sworn Employees

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

When an employee is notified that he/she shall be subject to an IA interview, he/she shall be informed whether he/she is a witness or a principal. The employee shall normally be notified of the nature of the investigation no later than the day before the interview. The employee, whether called as a witness or principal, shall be afforded the opportunity, at

his/her request, to obtain an attorney/representative and have him/her present during the interview. If alleged misconduct could result in a criminal prosecution, the employee shall be afforded the opportunity to contact an attorney and have him/her present during the criminal interrogation.

To the extent possible, employee investigative interviews shall be conducted at a time that is consistent with the employee's work schedule. Except for emergency situations, every effort shall be made to schedule employee investigative interviews during the employee's normal work hours, or during the normal daytime hours of operation for Internal Affairs Section (IAS).

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

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

- (2) After IAS has received a complaint against an officer, such officer shall be advised of his/her rights, per California Government Code Section 3300 et seq. (Public Safety Officers Procedural Bill of Rights), prior to any statement or interview being taken pertaining to such investigation.
- (3) No employee shall have any comment adverse to his/her interest entered in his/her City or Office departmental personnel file without the employee having first read and signed the instrument containing the adverse comment indicating he/she is aware that such comment is being placed in his/her personnel file. Concurrence or an admission of guilt of the employee is not to be implied from the signing of the document by the employee.
- (4) In no event shall an officer be brought to IAS, for questioning, or be required to answer allegations regarding minor complaints received anonymously without independent corroborating information.
- (5) Documented disciplinary actions, or other related adverse documented comments entered in the employee's Office file, shall be removed from the Office file after one year from the date of

documentation.

b. Civilian Employees

- (1) Civilian employees shall have all representation rights provided under applicable laws and court decisions.

- (2) No adverse comment shall be placed in an employee's City or departmental personnel file unless the employee has read the document containing the adverse comment and he/she is aware that such comment is being placed in the personnel file. The signing of the document by the employee acknowledges receipt only and does not imply concurrence or an admission of guilt.

3.3 SPOA TIME

a. Hours Allowed and Credited The City shall allow a maximum of four hundred (400) hours per month to the SPOA representation unit for the purpose of conducting grievance representation and activities within the scope of its duties and responsibilities as bargaining representative of the subject Unit. It is further agreed that the hours allowed are maximum hours and the SPOA agrees they will use their total efficiently in an effort to prevent attaining such maximum hours. The City will provide a monthly accounting of these hours.

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

The following SPOA representatives will charge their downtime for the purpose of conducting SPOA activity to Cost Center 8131: President, Board members, officers, and committee chairperson.

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

b. Over-Expenditure of Hours In the event the SPOA incurs over-expended total allowable 8131 Cost Center hours, the SPOA will make payment to the City effective the first pay period of the month following the month in which over-expenditure occurs. The payment to the City will be calculated on the basis of 1.30 times the hourly rate of pay of the top step of the classification of Police Officer (ADV/BA). Such payment shall be directed to the Accounting Division, Department of Finance, made payable to the City of Sacramento.

3.4 ACCESS TO NEW EMPLOYEES

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

ARTICLE 4 GRIEVANCE PROCEDURE

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

4.1 PURPOSE

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

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

c. The purposes of this procedure are:

(1) to resolve grievances informally at the lowest possible level;

(2) to provide an orderly procedure for reviewing and resolving grievances promptly.

4.2 DEFINITIONS

a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this Agreement.

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

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

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

4.3 STEP ONE

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

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- b. The remedy or correction requested of the City.
- c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's Deputy Chief.

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

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

4.4 STEP TWO

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

4.5 STEP THREE

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

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

4.6 ARBITRATION

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

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

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

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

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

h. If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step. However, in the event the City fails to respond to a third step grievance within ten (10) workdays after the grievance hearing and the time limits have not been extended by mutual written consent, and if the Association appeals to arbitration, the City's position at the second step shall be the City's position at the arbitration.

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

4.7 TIME LIMITS

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

4.8 WITNESSES

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

ARTICLE 5 SALARY ADJUSTMENTS

5.1 2005-2006 SALARIES

Except as provided herein, effective June 25, 2005, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A.

5.2 EQUITIES

a. Effective June 25, 2005, the salary for the classifications listed below shall be adjusted as follows:

Police Sergeant	4.5%
Dispatcher II	4.5%
Dispatcher III	6%

b. Effective June 24, 2006, the salary the classifications listed below shall be adjusted as follows:

Police Sergeant	2%
Dispatcher II	3%
Dispatcher III	5%

c. Effective June 23, 2007, the salary the classifications listed below shall be adjusted as follows:

Police Sergeant	2%
Dispatcher II	3%
Dispatcher III	4%

5.3 2006-2007 SALARIES

Effective June 24, 2006, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A-1.

5.4 2007-2008 SALARIES

Effective June 23, 2007, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A-2.

5.5 2008-2009 SALARIES

Effective June 21, 2008, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A-3.

5.6 2009-2010 SALARIES

Effective June 20, 2009, salary ranges in terms of bi-weekly rates shall be adjusted by five percent (5%), and are set forth in Exhibit A-4.

ARTICLE 6
SALARY ADMINISTRATION

6.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step "A/6". However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

6.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

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

b. Denial of Step Increase and Reduction in Grade

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

c. Effective Date of Payroll Changes

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

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

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

- (5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

6.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step A/6 of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

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

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

c. Movement to a Lower Classification

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

6.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

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

6.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

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

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade

adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

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

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

6.7 LONGEVITY PAY

a. Employee Eligibility

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

- (1) Where beginning employment may be intermittent with separate periods of employment in relief, seasonal, limited-term, temporary or part-time positions, only that period of intermittent employment (but excluding employment in part-time positions) immediately preceding the date of regular full-time continuous employment and without loss of time shall be considered.
- (2) Leaves of absence without pay shall not constitute a break in service, except such time on leave without pay, when it exceeds twenty (20) working days in a calendar year, shall be deducted in determining the year for an employee's eligibility. Leaves of absence granted for military service shall be considered as full-time continuous service.
- (3) Time taken off without pay, where formal leave of absence is not required, aggregating twenty (20) or fewer days in a calendar year shall not constitute a break in service and shall be disregarded in computing the year for an employee's eligibility. However, if such time taken off without pay exceeds twenty (20) days in any calendar year, the total amount of time so taken off without pay shall be deducted in determining the year for an employee's eligibility, but shall not constitute a break in service.
- (4) Where employment is terminated by resignation or discharge and the employee is subsequently reemployed, such time accumulated prior to resignation or discharge shall be forfeited, unless the

employee is reinstated, in which case the time absent from City service shall not be considered as a break in service, but shall be deducted in determining the year for an employee's eligibility.

- (5) A layoff shall not constitute a break in service and the time accumulated prior to the layoff shall be added to the time after reinstatement for determining the year for an employee's eligibility.
- (6) Persons who become City employees pursuant to the provisions of City Charter Section 93 shall receive credit for time accumulated in the employment of the district, for purposes of determining the year for employee eligibility.

b. Payment After Eligibility

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

- (1) When authorized leave of absence or time off aggregating twenty (20) or more working days is taken during any employment year, longevity payment in the July following shall be made on a pro rata basis.
- (2) Upon entrance of an employee into military service, or where an employee is granted a leave of absence following expiration of sick leave credits, such employee shall be paid, in the month of July following the date such leave begins, such longevity pay earned from his/her anniversary date of employment to the date such leave begins, on a pro rata basis, but not to exceed the maximum yearly allowance. Such employee shall not thereafter receive longevity pay until his/her return to City service, when he/she shall receive, in the month of July first following his/her return, the pro rata portion of longevity pay from the date of return.
- (3) Upon death or retirement of an employee, such employee shall be entitled to receive the pro rata portion of longevity earned on the date of death or retirement, but not to exceed the maximum yearly allowance; in all other cases of termination, longevity pay which would have been paid in the July following had employment continued, shall be forfeited, and there shall be no pro rata payment for longevity.
- (4) The longevity pay granted in July of any year shall be considered to have been earned during the preceding employment year ending on or prior to July 1 of each year.
- (5) All payments for longevity shall be made on the payday covering the first full pay period in July of each year, except as provided under (3) of this Section.

ARTICLE 7
HEALTH AND WELFARE

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

a. The City agrees to make contributions (City dollars) as defined below. Except as provided herein, the City dollars shall be applied first to the employee contribution to retirement, and then through the IRS Section 125 Plan toward premiums for City-sponsored medical, dental, disability, and/or life insurance covering the eligible employee; and Association-sponsored short-term disability, long-term disability and cancer intensive care insurance. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month for insurance coverage the first and second halves of that month, respectively.

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

c. 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. Eligible career employees may apply the City contribution for the City's disability plan or the Association-sponsored disability income protection plan, but not both.

7.2 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical and dental insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

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

7.3 AMOUNT OF CONTRIBUTION

a. For full-time employees hired prior to June 30, 2001, enrolled in a City sponsored health plan for employee only, the City shall contribute as follows:

- (1) Effective January 1, 2005, the City contribution shall be \$460 per month.
- (2) Effective January 1, 2008, the City contribution shall be \$460 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

b. For full-time employees hired after June 30, 2001, enrolled in a City-sponsored health plan for employee only, effective January 1, 2005, the City contribution shall be \$300 per month or a contribution equal to lowest cost City health and dental rate, whichever is greater.

c. For a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent, the City contribution shall be as follows:

- (1) Effective January 1, 2005, the City contribution shall be \$600 per month.
- (2) Effective January 1, 2006, the City contribution shall be \$640 per month.
- (3) Effective January 1, 2007, the City contribution shall be \$680 per month.
- (4) Effective January 1, 2008, the City contribution shall be \$730 per month.
- (5) Effective January 1, 2009, the City contribution shall be \$750 per month.
- (6) Effective January 1, 2010, the City contribution shall be \$800 per month.

d. For a full-time employee enrolled in a City-sponsored health plan for employee plus two dependents, the City contribution shall be as follows:

- (1) Effective January 1, 2005, the City contribution shall be \$790 per month.
- (2) Effective January 1, 2006, the City contribution shall be \$830 per month.
- (3) Effective January 1, 2007, the City contribution shall be \$880 per month.
- (4) Effective January 1, 2008, the City contribution shall be \$920 per month.
- (5) Effective January 1, 2009, the City contribution shall be \$1,000 per month
- (6) Effective January 1, 2010, the City contribution shall be \$1,125 per month.

e. Part-time employees shall be prorated as indicated in 7.2(a).

7.4 COVERED DEPENDENTS

a. An employee who has a domestic partner, and is registered with the City Clerk, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.

b. The definition of dependent child for purposes of health and dental insurance shall be an unmarried dependent child from birth to age 24 if the child qualifies as an exemption under Internal Revenue Service (IRS) rules and regulations. Dependent child includes a grandchild living in the employee grandparent's home, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

7.5 CASH-BACK LIMITS

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

a. Effective July 1, 2005, for employees hired before June 22, 2002, who waive City-sponsored health insurance, the cash-back limit shall be \$435 per month, and for employees hired on or after June 30, 2002, who waive City-sponsored health insurance, the cash-back shall be \$300 per month.

b. Effective January 1, 2006, for employees hired before June 22, 2002, who waive City-sponsored health insurance, the cash-back limit shall be \$350 per month, and for employees hired on or after June 30, 2002, who waive City-sponsored health insurance, the cash-back shall be \$300 per month.

c. Effective January 1, 2007, employees enrolled in a health plan for employee only, will receive a maximum of \$460 per month after retirement and IRS Section 125 benefits are deducted from that amount, and for employees who waive City-sponsored health insurance, the cash-back shall be \$275 per month.

d. Effective January 1, 2008, the cash-back for employees who waive City-sponsored health insurance shall be \$200 per month.

e. Effective January 1, 2006, employees enrolled in a health plan for employee only, will receive a maximum of \$460 per month after retirement and IRS Section 125 benefits are deducted from that amount.

f. Effective January 1, 2006, the cash-back for new hires who waive City-sponsored health insurance shall be limited to \$200 per month.

g. Part-time employees shall be prorated as indicated in 7.2(a).

7.6 LIFE INSURANCE

The City will provide basic life insurance in an amount of \$4,000 to each eligible career employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as in subsection 8.1(b). The use of the City contribution for the purchase of additional life insurance shall not exceed a total of \$46,000 City-sponsored term life insurance.

7.7 ASSOCIATION REPORTING

The Association agrees to furnish to the City, on request, information on each employee's enrollment in Association-sponsored insurance to which the City contribution under subsection 7.1(a) of this Article may be applied. This information shall be furnished so that the proper amounts of City contribution and employee contribution toward insurance premiums can be clearly distinguished. Such information may include, but not limited to, types of coverage, individual premiums, copies of enrollment cards or application for coverage, premium rate schedules, and/or copies of itemized premium billings.

7.8 FLEXIBLE SPENDING ACCOUNTS

The City shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:

a. Out-of-pocket costs for City-sponsored health and dental insurance premiums;

b. Unreimbursed health care expenses up to \$4,800 per plan year effective each January 1; and

c. Dependent care reimbursement.

Administrative costs shall be paid by the employees participating in Sections 7.8(b) and (c).

7.9 RETIREES OR SURVIVOR DEPENDENTS

Eligible City retirees or survivor dependents shall receive City-paid health insurance contributions and dental insurance benefits under the following provisions:

a. Retiree Health Insurance Contribution Rates and Dental Insurance Benefits

Effective January 1, 2006, the maximum monthly City-paid health insurance contribution for eligible retirees shall be \$300 per month for the retiree only and \$365 per month for the retiree with dependents.

b. Employees Retiring On or After July 1, 1992

- (1) Except as provided below, to be eligible for the City contribution to health insurance and for the City-paid dental benefit for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and age 50.
- (2) Employees retiring with thirty (30) or more years of service shall be eligible for the City's health insurance contribution and dental benefit effective with the date of retirement without regard to age.
- (3) The City's contribution for health insurance shall be as follows:
 - (a) Employees with a minimum ten (10) full years of service but less than fifteen (15) full years of service shall be eligible to a maximum of fifty percent (50%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (b) Employees with a minimum fifteen (15) full years of service but less than twenty (20) full years of service shall be eligible to a maximum of seventy-five percent (75%) of the City's maximum health insurance contribution identified in subsection (a) above.
 - (c) Employees with a minimum of twenty (20) full years of service shall be eligible for up to one hundred percent

(100%) of the City's maximum health insurance contribution identified in (a) above.

- (4) There shall be no eligibility for the City's health insurance contribution or dental benefit if the employee elects to take a deferred retirement.
- (5) There shall be no City-paid health insurance contribution or dental benefit for retirees with less than ten (10) full years of City retirement service.

c. Persons in Deferred Retirement Status As of January 1, 1991

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

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

d. Industrial Disabled 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-paid health insurance contribution and dental benefit for retirees regardless of years of service.

e. Survivor Dependents Benefits

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

f. Medicare Supplement

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

g. Limitation Clause

No employee or retiree shall have any rights provided by this Section 7.3 after the expiration of this Agreement.

ARTICLE 8
SWORN HOURS OF WORK

8.1 HOURS OF WORK

a. The workday for uniformed employees in the Office of Operations 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 and Reserves/Special Events.

b. The workday for employees in the "Hit and Run" detail 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. Employees on the 4/10 shall have a thirty (30) minute unpaid lunch, except that employees in the Office of Investigations whose shift begins after 2:00 p.m. shall work a consecutive eight (8) or ten (10) hour day. Nothing herein prevents the Department from assigning days off throughout the week, or from establishing alternative hours or days off schedules.

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

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

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

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

8.2 4/10 PLAN

a. The City and the Association agree on the implementation of a 4/10 work

schedule to officers assigned to the Patrol Division within the Office of Operations, on July 1, 1979.

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

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

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

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

8.3 FLEXIBLE HOURS

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

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

8.4 FURLOUGH/REDUCED WORKWEEK

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

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

ARTICLE 9 OVERTIME

9.1 SWORN OVERTIME COMPENSATION

a. Overtime shall be compensated at the rate of time and one-half. Employees shall be entitled to overtime compensation by payment or compensating time off (CTO) at the employee's option. Use of CTO must be approved by the Department Head or designee. Use of CTO may be denied based on the need for backfill or emergency needs.

b. Employees may accrue up to eighty (80) hours of CTO.

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

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

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

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

9.2 COURT OVERTIME

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

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

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

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

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

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

g. When an employee is on vacation more than two hundred (200) miles from Sacramento and the vacation is interrupted by a court appearance, the employee shall be paid a minimum of four (4) hours pay at the rate of double time for such court appearance, and shall be given an additional vacation day for each day of court appearance and travel time if such travel time is at least one full day. (Travel time is

defined as seven (7) hours.) However, for an employee to be eligible for compensation under this subsection the employee must, upon receiving the subpoena, notify both his/her Division Commander and the Court Liaison Unit of the scheduled vacation/court appearance conflict.

9.3 TELEPHONE STANDBY TIME

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

9.4 TELEPHONE OVERTIME

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

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

c. When an employee is directed by the Court Liaison Unit to call the court or District Attorney on a scheduled day off, or at a specific time while not scheduled to be on duty, he/she shall receive two (2) hours pay at the rate of time and one-half for completing the requested telephone call.

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

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

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

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

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

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

9.5 CANCELLATION OF APPEARANCES

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

9.6 MISCELLANEOUS APPEARANCES

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

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

9.7 CALL-BACK

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

9.8 SHIFT CHANGE NOTICE

The City shall pay overtime at the rate of time and one-half for the first rescheduled shift the officer works with less than a five (5) day notice. This Section shall not apply to employees in the classification of Dispatcher I/II/III, employees on administrative leave, IOD or modified/light duty, and to officers assigned to the following:

Office of the Chief
Personnel Services Division
Special Investigations Division
Gang Unit
Neighborhood Abatement Program
Career Criminal Apprehension Team

ARTICLE 10
SWORN SPECIAL ALLOWANCES

10.1 UNIFORMS

Effective June 25, 2005, the City agrees to reimburse sworn employees in the amount of \$35.00 bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

10.2 ON-CALL

a. Effective the pay period following approval of the contract by the City Council, sworn employees in the following assignments who are designated as “on-call” by their respective Deputy Chief of Police shall be paid \$175.00 per week in addition to regular compensation:

Homicide Section
Sexual Assault/Child Abuse Section
Emergency Ordinance Demolition Unit
Special Weapons and Tactics (SWAT)
Special Investigations Division (Limited to supervisory employees and their alternates assigned to the rotation list)
Traffic Section
Internal Affairs Section
Professional Standards Unit
Hostage Negotiators
Career Criminal Apprehension Team (CCAT)
Gang Unit
Robbery Unit
Burglary Unit
Night Investigations/Felony Assault

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

10.3 AD & D INSURANCE

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

10.4 SWORN OUT-OF-CLASSIFICATION PAY

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

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

c. Eligibility for out-of-classification assignment, other than in the Patrol Division, shall be limited to an officer on a promotional list who has been assigned for six (6) months to the Section where the vacancy arises, unless the Police management determines the officer to be sufficiently familiar with the new assignment.

d. Out-of-classification work shall be assigned as follows:

- (1) Acting Sergeant - rotation among the Police Officers within the team (Sergeant's command) within the Office of Operations, or Unit in the remainder of the Department on the current or most recent Sergeant's eligible list or a certified FTO assigned to the shift.
- (2) Acting Lieutenant - rotation among the Sergeants within the Watch in the Patrol Division or Section in the remainder of the Department on the current or most recent Lieutenant's eligible list.

In instances where there is no officer on a current eligible list as stated above, out-of-classification assignments shall be made at the discretion of Police management. This Section shall not apply to out-of-classification assignments under Section 10.6.

10.5 DETECTIVE PAY

a. Police Officers who are permanently assigned to the Office of Investigations, Special Investigations Section, Internal Affairs Section, Warrants Unit, and Hit and Run Detail shall receive detective pay in the amount of five percent (5%) of pay bi-weekly during the term of such assignment. Officers assigned as School Resource Officers will not receive this additional pay. When such assignment is terminated pursuant to Articles 14 or 15, and the officer is no longer entitled to detective pay, such loss of detective pay shall not be considered a "punitive action" under Government Code Section 3303.

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

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

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

10.6 TRAINING OFFICER PAY

a. Any Police Officer who is assigned as a Training Officer (TO) shall be paid eight and one-half percent (8½ %) rate for such assignment.

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

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

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

10.7 CANINE OFFICER COMPENSATION

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

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

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

d. To the extent required by law, dog care time shall be included in

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

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

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

g. Canine officers will execute the Canine Handler Agreement (Attachment C).

ARTICLE 11 SPECIAL POLICE PROGRAMS

11.1 POLICE PROFESSIONAL ACHIEVEMENT PROGRAM

The Police Professional Achievement Program shall be implemented as follows:

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

Bachelors Degree	5% above base rate
Intermediate P.O.S.T. certificate	5% above base rate
Advanced P.O.S.T. certificate	5% above base rate

b. Incentives shall be additive but shall not be compounded.

c. Officers who serve a probationary period upon reemployment after resignation, and new Police Officers hired under the lateral entry program, shall be eligible to receive incentive pay. All other probationary officers in the classification of Police Officer shall not be eligible to receive incentive pay until such time as they have passed probation and attained permanent status in their classification.

ARTICLE 12 PHYSICAL PERFORMANCE PROGRAM

12.1 PHYSICAL PERFORMANCE PROGRAM

Sworn officers hired on or after July 1, 1984, shall be required, as a condition of continued employment, to pass on an annual basis a physical performance test. Refusal to take the required testing or failure to pass the physical performance test shall subject such officer to disciplinary action, up to and including termination. The City shall

validate the test as to gender and age.

ARTICLE 13 LEAVES

13.1 HOLIDAY BENEFIT

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

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

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

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

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

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

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

13.2 SICK LEAVE

a. A full-time employee shall accumulate sick leave credits at the rate of one day per month (4 per bi-weekly pay period) on each of the first two (2) paydays in a calendar month of employment which may be used at the discretion of the employee in the event of illness or injury which is not job-related; however, in accordance with 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. Such usage shall not exceed the maximum amount of the employee's accumulation. A non-career (+1,040) employee shall earn sick leave on a pro rata basis.

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

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

d. For employees hired on or before June 30, 2005, upon retirement of an employee eligible to accumulate sick leave credits after service for a period of not less than twenty (20) years, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement or application of the sick leave accrual toward PERS service credit. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of twenty (20) years service, shall be eligible for payment of any portion of accumulated sick leave credits.

e. Employees hired on or after July 1, 2005, shall not be eligible for sick leave cash-out, regardless of years of service.

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

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

accrued after the date of recall.

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

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

13.3 VACATION ADMINISTRATION

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

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

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

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

e. Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one 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 addition to receiving workers' compensation payments. The employee must take a full day's vacation pay for each day off work. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work, so that the employee is off the City payroll at the earliest possible date. This provision also applies to holiday pay accrued and vested.

13.4 PREGNANCY DISABILITY LEAVE

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

a. Full-time career employees who are pregnant shall be eligible for a maximum City-paid pregnancy disability leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off. Part-time career employees who are pregnant shall be eligible for up to eighty (80) hours of continuous City-paid time off

during the four (4) week pregnancy disability leave. Unused pregnancy disability leave shall have no cash value. Non-career employees are not eligible for the four (4) weeks of City-paid pregnancy disability leave.

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

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

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

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

13.5 CATASTROPHIC LEAVE PLAN

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

b. All donations shall be made and accepted in writing using City-provided forms.

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

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

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

f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any

exception to this paragraph must be approved by the City Manager or designee.

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

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

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

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

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

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

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

l. The City shall promulgate a policy and procedure to implement and administer catastrophic leave.

13.6 COURT LEAVE

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

be responsible to insure that the employee is available. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all witness fees or jury remuneration received, less transportation allowance, to the City.

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

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

d. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such purposes, the date or dates of attendance, the time released from attendance and the compensation paid exclusive of any transportation and subsistence allowance.

e. This Section shall not apply to appearances arising out of the employees course and scope of employment which are covered by the Court Overtime provisions of Section 9.2 of this Agreement.

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

13.7 PERSONAL LEAVE

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

b. Personal leave shall be posted each fiscal year until the employee has reached fifteen (15) years of service and vacation accrual of one hundred sixty (160) hours after which time it shall no longer be posted.

c. Use of the personal leave shall not cause overtime.

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

ARTICLE 14 SENIORITY

14.1 SENIORITY DEFINED

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

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

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

14.2 SENIORITY APPLICATION

a. Seniority list placement qualifies an employee for:

(1) Vacation preference pursuant to written procedures in each Office of the Police Department. An employee will be permitted to exchange previously scheduled vacation time with another employee in the same classification and same vacation seniority unit. The employee requesting the exchange must receive signatory approval of all affected senior employees and submit such approval to his/her supervisor prior to the effective date of the vacation exchange. The vacation exchange may be denied for reasonable cause by the Division Commander. Grievances on vacation exchange denial may be initiated at Step 2 of the Grievance Procedure.

(2) Days off preference based on the following work units:

(a) by team in the Narcotics Division;

(b) by team in Special Enforcement Section, including Crime Suppression Unit and Special Weapons and Tactics, and Traffic Section, except Hit and Run Unit;

(c) Patrol Division, except preference is determined by specialty within specialized assignments such as Canine; and

(d) by section in all other assignments.

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

(1) Shift assignment preference;

(2) Specialized assignments in the Patrol Division; or

(3) Intra-department transfers.

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

c. If an employee is absent from his/her position for a period of six (6)

consecutive months due to a leave of absence, or twelve (12) consecutive months due to IOD, the Department may, at that time, fill that position on a permanent basis in accordance with the provisions of this Agreement. When the absent employee returns to full duty, he/she will be assigned to an available opening; and if said opening is other than in the Patrol Division, the assignment(s) will be on a temporary basis until such time as the employee can return to the Patrol Division or receive a permanent assignment through the intra-department transfer process.

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

ARTICLE 15 SWORN TRANSFERS AND ASSIGNMENTS

15.1 TRANSFER POLICY

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

15.2 ANNUAL PATROL DIVISION SIGN-UP

a. There will be an annual watch and job sign-up in the Patrol Division, which shall be implemented on the first Saturday of the first pay period in January. Officers shall sign-up based on seniority in accordance with Section 15.2(e). In filling positions, management may deviate from seniority for just cause. Additionally, all known vacancies on November 1, which the Department plans to fill, shall have an effective date of transfer to coincide with this Patrol Division implementation date.

b. The sign-up process shall include all positions in patrol, and FTO cars, excluding specialized assignments such as K-9, Special Weapons and Tactics, Traffic, Problem-Oriented Policing, Bicycle Beats, Mounted Unit and Air Ops.

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

d. All officers assigned to the Patrol Division on the last Friday in October shall be included in the sign-up. Officer(s) who have submitted a transfer request to available positions in the Patrol Division by the first Friday in October shall be included in the sign-up based on seniority if a vacancy exists.

e. Sign-up shall be conducted in person, by proxy, or by telephone at the time assigned to each officer based on descending seniority. At the time of sign-up the officer shall select the watch, days off, car, team for assignment, and vacation. Once the sign up is completed the final listing by watch shall be posted. An officer's sworn seniority will be used for the purpose of determining primary district seniority on overlap days. The "junior" officer may be moved for the needs of the Department in the event the two primary district officers work on the same day. This assignment will be decided at shift sign-ups and will not change over the course of the patrol year.

f. At the time of sign-ups, an FTO may choose an FTO car or elect to drop out of the program and choose an available patrol spot based on their seniority.

15.3 FILLING VACANCIES IN PATROL

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

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

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

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

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

f. In the event there is no response to the posting, management may fill the vacancy based upon transfer requests or reassignment of probationary officers or those with less than six (6) months off 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.

15.4 POSTING OUTSIDE OF PATROL AND SPECIALTY ASSIGNMENTS IN PATROL

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

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

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

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

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

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

15.5 ROTATION IN OFFICE OF INVESTIGATIONS AND SPECIALTY UNITS

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

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

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

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

ARTICLE 16 LAYOFF

16.1 PURPOSE

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

16.2 DEFINITIONS

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

b. Seniority:

(1) Sworn seniority shall be as defined in Section 14.1, subsections (a), (b) and (c).

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

When two (2) or more employees have the same classification seniority ties shall be broken by the City service seniority. City service seniority is defined as the effective date of appointment to the employee's first career classification, or the effective date of appointment to the employee's first full-time classification(s) which immediately preceded a career appointment, whichever is greater.

For employees appointed to the classifications of Community Service Officer and Dispatcher I, in the event of a tie, seniority ranking shall be based on the Academy test ranking. In the event of a tie in such scores, seniority shall be determined by lot.

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

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

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

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

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

16.3 PROCEDURE

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

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

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

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

d. An employee may accept a layoff in lieu of a downgrade under Section 16.3(b) or (c) of this Article, by written notification to the Office of Labor Relations within forty-eight (48) hours of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

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

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

16.4 FRINGE BENEFITS

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

b. Employees enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans for a period up to six (6) months 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 Personnel Services Division, Department of Human Resources, on the request of laid off employees.

16.5 RECALL

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

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

16.6 POLICE-RELATED OFF-DUTY EMPLOYMENT

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

ARTICLE 17 POLICE-RELATED OFF-DUTY EMPLOYMENT

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

17.1 SUPPLEMENTAL OUTSIDE EMPLOYMENT

a. General

The Sacramento Police Department shall allow citizens and governmental agencies to contract with the City for additional police service in the form of uniformed Police Officers providing foot patrol of an event or a piece of property. The Chief of Police or designated representative shall determine which events officers will be allowed to work pursuant to this Article. The City, by virtue of this Article, shall not be limited in its use of private security. Use of reserve officers shall be in accordance with the letter of understanding dated October 7, 2004.

b. Officer Assignment

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

c. Rate of Pay

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

d. Procedure

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

17.2 OFF-DUTY POLICE OFFICERS ASSIGNED TO PARK PATROL AND OTHER CITY-SPONSORED EVENTS

a. Off-duty Police Officers may volunteer to work as foot patrol security at City parks and other City-sponsored events. Police Officers will be selected from the supplemental outside employment availability/rotation list. If there are not sufficient volunteers to fully staff the Park Patrol Program or the City-sponsored events, the City may exercise its right to use Reserve Police Officers to supplement the staffing.

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

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

d. The hours worked and pay received in Park Ranger or City-sponsored events employment shall not be credited towards years of service or counted in the

highest year(s) average for retirement benefits.

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

ARTICLE 18 DISPATCHERS

18.1 AGREEMENT APPLICABILITY

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

<u>Article</u>	<u>Section</u>	<u>Subject</u>
1	1.1	Recognition
2	2.1	City Rights
3	3.1	Payroll Deductions
	3.2b	Civilian Employees
	3.3	SPOA Time
	3.4	Access to New Employees
4	All	Grievance Procedure
5	All	Salary Adjustments
6	All	Salary Administration
7	All	Health and Welfare
8	8.3	Flexible Hours
	8.4	Furlough/Reduced Workweek
9	9.2	Court Overtime
	9.3	Telephone Standby Time
	9.5	Cancellation of Appearances
	9.6	Miscellaneous Appearances
13	13.1a-f	Holiday Benefit
	13.2	Sick Leave
	13.3	Vacation Administration
	13.4	Pregnancy Disability Leave
	13.5	Catastrophic Leave Plan
	13.6	Court Leave
	13.7	Personal Leave
<u>Article</u>	<u>Section</u>	<u>Subject</u>

16	16.1	Purpose
	16.2	Definitions
	16.3	Procedure
	16.4	Fringe Benefits
	16.5	Recall
18	All	Dispatchers
20	20.1	Driver License Policy
	20.3	Regional Transit Monthly Pass
	20.4	Employee Parking
	20.5	Discounted Parking Rates
	20.6	Downtown Parking Subsidy
21	All	Discipline
22	22.1	Civilian PERS Retirement Plan and Contribution
23	23.1	Non-Discrimination
	23.4	Light Duty Policy
	23.5	Medical Examinations
	23.6	Incorporation of Previous Agreements
	23.7	Savings Clause
	23.8	Strikes and Lockouts
	23.9	Payroll Errors
	23.10	Tuition Reimbursement
	23.11	Bilingual Pay
	23.12	Safety Advisory Committee
	23.13	Time Off for Examinations
	23.14	Employee Performance Evaluations
	23.15	Term

18.2 OVERTIME DEFINED

a. Employees required to work in excess of eight (8) hours per workday or forty (40) hours per workweek shall be compensated for such work at one and one-half (1½) times their regular rate of pay.

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

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

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

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

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

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

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

18.3 4/10 WORK SCHEDULE

Effective with sign-ups for 2002, on a one-year pilot basis, the City will establish 4/10 work schedules in the Communications Division where feasible. Such schedule shall be reviewed every six (6) months for effectiveness and efficiency, including productivity, use of sick leave and overtime.

18.4 REST PERIODS

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

18.5 CALL-BACK

a. When an employee is called back to work from off the communications facility prior to the start of his/her next regularly scheduled shift, the employee shall be compensated as follows:

(1) for shift work, consisting of police dispatch positions or complaint desk, a minimum of four (4) hours pay at the overtime rate.

(2) for all other assignment purposes, a minimum of two (2) hours pay at the overtime rate.

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

18.6 OUT-OF-CLASSIFICATION PAY

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

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

c. Out-of-classification assignment(s) shall be 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) employee(s) on the eligible list for the classification without regard to placement;
 - (b) Department-authorized Certified Training Officer(s) not assigned to a trainee for the shift;
 - (c) volunteer(s) on the affected shift; or
 - (d) employees not presently training.
- (3) Within each category of preference, when training, skill and ability are equal, seniority shall be used to determine the out-of-classification assignment.

18.7 SHIFT BIDS AND ASSIGNMENTS

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

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

c. When a vacancy arises for a Dispatcher II or III position, the decision to fill such vacancy shall be at management's discretion. If the position is to be filled, a notice shall be posted on Department bulletin boards for seven (7) calendar days prior to the filling of the vacancy. The posting shall indicate the anticipated date upon which the vacancy will be filled. The position shall be filled by classification seniority from among the applicants in that classification, except that management may deviate from seniority for team integrity for Dispatchers III, availability and distribution of shift composition and/or just cause. A vacancy or vacancies resulting from the filling of the original posted opening shall not be subject to this procedure.

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

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

18.8 UNIFORMS

Effective June 25, 2005, the City agrees to reimburse career employees in the amount of \$22.00 bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

18.9 DAMAGE TO PRESCRIPTION GLASSES

a. The City agrees to repair or replace prescription glasses damaged or destroyed while the employee is actively at work provided that the employee furnishes satisfactory proof to the City of such loss.

b. 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 employee.

18.10 CONTRACTING OUT

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

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

18.11 COMMUNICATIONS TRAINING OFFICER PAY

A Dispatcher II who is certified and assigned as a Communications Training Officer (CTO) shall be paid the eight and one-half percent (8½%) rate for such out-of-classification assignment. Employees who are designated by management to perform CTO functions will be paid eight and one-half percent (8½%) for each hour of that assignment.

18.12 NIGHT-SHIFT PREMIUM PAY

a. Effective June 25, 2005, career and non-career (+1,040) dispatchers who work five-eighths (5/8) or six-tenths (6/10), as applicable, or more of their regular shift in the period extending from 6:00 p.m. to 12:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional two and one-half percent (2.5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) or six-tenths (6/10), as applicable, of their work shift in the period extending from 6:00 p.m. to 12:00 a.m., shall be compensated for those hours worked (to the nearest one-half) within this period by payment of an additional two and one-half percent (2.5%) of their base pay for such hours.

b. Effective June 25, 2005, career and non-career (+1,040) dispatchers who work five-eighths (5/8) or six-tenths (6/10), as applicable, or more of their regular shift in the period extending from 12:00 a.m. to 7:00 a.m., shall be compensated therefore, by payment for the entire shift of an additional five percent (5%) of their base pay for that shift. Said employees who work less than five-eighths (5/8) or six-tenths (6/10), as applicable, of their regular work shift in the period extending from 12:00 a.m. to 7:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) 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.

c. Effective June 24, 2006, the premium pay referenced in 18.12(a) above, will be reduced to one and one-quarter percent (1.25%), and the premium pay referenced in 18.12(b) above, will be reduced to two and one-half percent (2.5%).

d. Effective June 23, 2007, the night-shift premium pay will be eliminated.

18.13 INCENTIVES

a. Effective June 25, 2005, a Dispatcher II or III with a bachelors degree (BA or BS) or higher from an accredited college or university shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 25, 2005, a Dispatcher II or III with an associates degree (AA or AS) from an accredited college or university shall receive an educational incentive of two and one-half percent (2½%) above base salary.

c. A Dispatcher I with a bachelors degree (BA or BS) or higher from an accredited college or university, and five (5) years of City service, shall receive an educational incentive of five percent (5%) above base salary.

d. A Dispatcher I with an associates degree (AA or AS) from an accredited college or university, and seven (7) years of City service, shall receive an educational incentive of two and one-half percent (2½%) above base salary.

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

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

ARTICLE 19 COMMUNITY SERVICE OFFICER

19.1 AGREEMENT APPLICABILITY

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

<u>Article</u>	<u>Section</u>	<u>Subject</u>
1	1.1	Recognition
2	2.1	City Rights
3	3.1	Payroll Deductions
	3.2b	Civilian Employees
	3.3	SPOA Time
	3.4	Access to New Employees

<u>Article</u>	<u>Section</u>	<u>Subject</u>
4	All	Grievance Procedure
5	All	Salary Adjustments
6	All	Salary Administration
7	All	Health and Welfare
8	8.1(b)	Hours of Work (in Investigations)
	8.2	4/10 Plan (in Patrol)
	8.3	Flexible Hours
	8.4	Furlough/Reduced Workweek
9	9.2	Court Overtime
	9.3	Telephone Standby Time
	9.4	Telephone Overtime
	9.5	Cancellation of Appearances
	9.6	Miscellaneous Appearances
	9.8	Shift Change Notice (in Patrol)
10	10.5	Detective Pay (in Investigations)
13	13.1a-f	Holiday Benefit
	13.2	Sick Leave
	13.3	Vacation Administration
	13.4	Pregnancy Disability Leave
	13.5	Catastrophic Leave Plan
	13.6	Court Leave
	13.7	Personal Leave
16	16.1	Purpose
	16.2	Definitions
	16.3	Procedure
	16.4	Fringe Benefits
	16.5	Recall
19	All	Community Service Officer
20	All	Driver License, Regional Transit Monthly Pass, Parking
21	All	Discipline
22	22.1	Civilian PERS Retirement Plan and Contribution

and

	<u>Article</u>	<u>Section</u>	<u>Subject</u>
Items	23	23.1	Non-Discrimination
		23.2a	Safety Equipment
		23.3	Repair or Replacement of Damaged Uniform and Personal Property
		23.4	Light Duty Policy
		23.5	Medical Examinations
		23.6	Incorporation of Previous Agreements
		23.7	Savings Clause
		23.8	Strikes and Lockouts
		23.9	Payroll Errors
		23.10	Tuition Reimbursement
		23.11	Bilingual Pay
		23.12	Safety Advisory Committee
		23.13	Time Off for Examinations
		23.14	Employee Performance Evaluations
		23.15	Term

19.2 OVERTIME DEFINED

a. Employees required to work in excess of eight (8), nine (9) or ten (10) hours per workday or forty (40) hours per workweek shall be compensated for such work at one and one-half (1½) times their regular rate of pay.

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

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

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

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

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

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

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

19.3 LUNCH PERIOD

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

19.4 SHIFT BID AND ASSIGNMENT

a. CSO assignments, except for the Office of the Chief and Patrol, shall be posted for fourteen (14) days prior to filling a position. Career employees in the classification of CSO who have completed the probationary period may request transfer. The announcement shall include the nature and duration of the assignment, shift and days off, and criteria to be used in filling the position. The selection shall consider skill, ability, training, experience, education, performance, and all other things being equal, seniority shall prevail.

b. Career employees in the classification of CSO who desire assignment in Patrol, and who have completed their probationary period by the Saturday of the first pay period in January, shall bid for Patrol work shift preference, station, days off and vacation based on classification seniority. Management may deviate from seniority for just cause. The annual shift bid shall be scheduled during the month of November. Assignments may be moved based on operational need.

19.5 VACATION SCHEDULING

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

19.6 UNIFORMS

Effective June 25, 2005, the City agrees to reimburse career employees in the amount of \$30.00 bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

19.7 CALL-BACK

a. When an employee is called back to work after leaving his/her assignment at the end of the day and prior to the start of his/her next regularly scheduled shift, the employee shall be compensated as follows:

- (1) for additional work, consisting of normal CSO activities, a minimum of four (4) hours pay at the overtime rate.
- (2) for all other assignment purposes, a minimum of two (2) hours pay at the overtime rate.

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

19.8 INCENTIVES

a. Effective June 25, 2005, a CSO who has successfully completed probation, with a bachelors degree (BA or BS) or higher from an accredited college or university shall receive an educational incentive of five percent (5%) above base salary.

b. Effective June 25, 2005, a CSO who has successfully completed probation, with an associates degree (AA or AS) from an accredited college or university shall receive an educational incentive of two and one-half percent (2½%) above base salary.

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

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

ARTICLE 20

DRIVER LICENSE, REGIONAL TRANSIT MONTHLY PASS, AND PARKING

20.1 DRIVER LICENSE POLICY

The Association is in agreement with the Driver License Policy as presented by the City in negotiations on July 24, 1984.

20.2 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 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.

20.3 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 (\$100) dollars.

20.4 EMPLOYEE PARKING

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

20.5 DISCOUNTED PARKING RATE

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces on the fifth and sixth floors of Lot "I" at seventy percent (70%) of the regular monthly Lot "I" rate. This means that the employee discounted rate is thirty percent (30%) off the full monthly rate. This provision will remain in effect until further notice by the City.

20.6 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 forty-five (\$45.00) dollars per month, to be paid the first two pay checks of each month. Part-time career employees shall receive twenty-five (\$25.00) dollars per month. The downtown area shall be as designated in Attachment D.

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 Director of Labor Relations. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. Such letter will be withdrawn from an employee's official personnel file two (2) years from the date of issue provided there has not been additional formal discipline imposed during the two-year period.

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 of the two following processes, at the employee's discretion.

a. Expedited Arbitration Hearing

- (1) A mutually agreed upon arbitrator will serve a one (1) year term. Either party may request a change in arbitrator by giving sixty (60) calendar days notice in writing to the other party. Each party may only request a change of arbitrator once in a one-year period.
- (2) The expedited arbitrations will be held one day a month to resolve cases which have been referred for hearing. The hearing will be held at a mutually agreed upon location.
- (3) Each party will have two and one half (2-1/2) hours to present its

case, including whatever time it takes to reserve for rebuttal. The presentation of evidence will be made by submitting a statement of facts stipulated by the parties and/or the presentation of witness and documentary evidence. A court reporter will transcribe the proceedings, but a transcript will only be prepared at the request of either party. After presentation of the evidence, each party will have thirty (30) minutes to make an oral argument before the arbitrator. No briefs will be submitted.

- (4) Prior to the decision, the parties may agree to mediation. At the conclusion of the case presentation, the arbitrator will announce the decision orally to all parties. The decision of the arbitrator shall be reduced to writing in order to be presented as the joint recommendation of the parties and shall be advisory to the Civil Service Board, however the decision of the arbitrator will not be used as precedent in any other case.

b. Formal Arbitration Hearing

- (1) The City and the Association agree to a hearing process which utilizes a third party neutral arbitrator. The parties may agree upon the selection of a third party neutral arbitrator. If the parties are unable to agree upon the selection of a third party neutral arbitrator, the arbitrator shall be chosen by striking names from a panel provided by the State Mediation and Conciliation Service.
- (2) The City and the Association shall agree upon the parameters of the request to the State Mediation and Conciliation Service for a list of arbitrators.
- (3) The arbitrator shall attempt to mediate the appeal if the mediation is jointly requested by the parties.
- (4) The decision of the arbitrator, which shall be presented as the joint recommendation of the parties, shall be advisory to the Civil Service Board.

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

- (1) The hearings will be conducted pursuant to Rule 12.1 through 12.8 of the Rules and Regulations of the Civil Service Board. The arbitrator may only sustain, modify or deny the discipline that is being appealed.
- (2) The arbitrator's decision becomes the jointly recommended

proposed decision or the parties may agree to enter into a settlement agreement which adopts the arbitrator's decision.

- (3) The parties will equally share the expenses of the arbitrator, court reporter, and transcript, if requested.
- (4) City employees will not suffer a loss of pay for time spent participating in an arbitration.

21.4 DOCUMENTED COUNSELING

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

ARTICLE 22 RETIREMENT

22.1 CIVILIAN PERS RETIREMENT PLAN AND CONTRIBUTION

a. Miscellaneous employees in the Police Department Unit are covered by the following PERS plan:

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

b. The City will pay three percent (3%) of the miscellaneous member contribution to the PERS retirement plan, and in lieu of such contribution for Sacramento City Employees Retirement System (SCERS) members, one hundred dollars (\$100.00) monthly as an add-on to the City's health and welfare contribution (City dollars).

22.2 SWORN PERS RETIREMENT PLAN

Police safety employees are covered by the following PERS plans:

Tier I (SCERS Safety to PERS)

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

Tier II (PERS hired on or after 1977)

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

22.3 SWORN CITY-PAID PERS RETIREMENT CONTRIBUTION

The City shall pay nine percent (9%) of the member's contribution to the PERS Retirement Plan.

ARTICLE 23
MISCELLANEOUS

23.1 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.

23.2 SAFETY EQUIPMENT

- a. The City will issue safety equipment to all sworn personnel and CSOs.

b. Sworn personnel will be required to carry the Department-issued or a personally owned SIG-Sauer P-225 (9mm), P-226 (9 mm), P-230 (.380 caliber), P-232 (.380 caliber), or P-239 (9 mm).

Personnel assigned to only administrative tasks with no enforcement duties may be authorized to carry the SIG-Sauer P-232 (.380 caliber) on a case-by-case basis provided the officer submits a written request to the Chief of Police through the chain of command.

c. The following conditions shall apply to sworn personnel who choose to carry an optional weapon:

- (1) No cost to the City, including the annual safety certificate for the Colt Python;
- (2) City-issued ammunition shall be used; and
- (3) Qualification at Departmental shoots.

Sworn employees also have the option to carry a personally owned SIG-Sauer P-220 (.45 caliber), P-226 (.40 caliber), P-228 (9 mm), P-229 (.40 caliber or 9 mm), P-234 (.40 caliber), or P-245 (.45 caliber).

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

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

23.3 REPAIR OR REPLACEMENT OF DAMAGED UNIFORM ITEMS AND PERSONAL PROPERTY

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

23.4 LIGHT DUTY POLICY

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

by the City physician.

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

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

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

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

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

23.5 MEDICAL EXAMINATIONS

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

23.6 INCORPORATION OF PREVIOUS AGREEMENTS

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

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

23.7 SAVINGS CLAUSE

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

23.8 STRIKES AND LOCKOUTS

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

23.9 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

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

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

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

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

23.10 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of \$750.00 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.

23.11 BILINGUAL PAY

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

b. Bilingual pay shall be paid at the rate of \$20 bi-weekly for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

23.12 SAFETY ADVISORY COMMITTEE

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

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

23.13 TIME OFF FOR EXAMINATIONS

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

23.14 EMPLOYEE PERFORMANCE EVALUATIONS

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

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

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

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

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

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

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

23.15 TECHNOLOGY ALLOWANCE

a. Effective June 25, 2005, Police Sergeants shall be authorized a monthly technology allowance of \$50. The technology allowance will be approved for a Police Sergeant in-lieu-of using a City-provided cellular telephone. Use of City-provided cellular telephones will be discontinued upon receipt of the technology allowance by the Police Sergeant.

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

management.

23.16 TERM

a. This Agreement shall remain in full force and effect from June 24, 2005, to and including June 18, 2010.

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

DATED: May 14, 2005

SACRAMENTO POLICE OFFICERS ASSOCIATION

CITY OF SACRAMENTO

BY: _____

BY:

Dave French
Co-Lead Negotiator

Dee Contreras
Director of Labor Relations

David Topaz
President/Co-Lead Negotiator

Lisa Hutchin
Chief Negotiator

SPOA BOARD OF DIRECTORS:

SPOA NEGOTIATIONS TEAM:

Brent J. Meyer
Timothy Davis
E. Paul Brown
Aaron Donato
Mark Tyndale
George Whitcomb
Don Graham
Don Gilbertson
Judy Kovanda
Darryl Gould
Dustin A. Smith

Dave French
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Michael Cooper
Judy Kovanda
Janeane Ramirez
Aaron Donato
Timothy Davis
Brent J. Meyer
Mark Tyndale