

44 A 1

RESOLUTION NO. 80-402

Adopted by The Sacramento City Council on date of

JUNE 24, 1980

RESOLUTION ADOPTING AGREEMENT WITH
SACRAMENTO POLICE OFFICERS' ASSOCIATION
DATED JUNE 24, 1980

WHEREAS, this Council pursuant to California Government Code Section 3500 et. seq., enacted an employer-employee relations policy; and

WHEREAS, under the terms of that policy, the representatives of the City Manager have met and conferred in good faith with representatives of the Sacramento Police Officers' Association

the recognized employee organization for employees in the
-----Police Department Unit-----
designated in the said Resolution; and

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of these said employees, as reflected by the written Agreement signed by them on June 24, 1980, which Agreement is attached hereto and made a part hereof; and

WHEREAS, this Council finds that the provisions contained in this Agreement are fair and proper and in the best interests of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO, that it adopts the terms and conditions contained in the said Agreement.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

JUN 24 1980

OFFICE OF THE
CITY CLERK



CITY OF SACRAMENTO

DEPARTMENT OF EMPLOYEE RELATIONS
801 NINTH STREET, ROOM 105
SACRAMENTO, CALIFORNIA 95814
TELEPHONE (916) 449-5424

STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

June 24, 1980

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Tentative Agreement in Police Department Unit

SUMMARY

The City of Sacramento and the Sacramento Police Officers' Association reached tentative settlement on a two-year agreement covering approximately 500 employees in the Police Department Unit for the period June 28, 1980 to June 25, 1982. The major features of the tentative agreement are:

1. Effective June 28, 1980, a 10% salary increase for all employees. Also, the City contribution rate for insurance benefits will increase from \$126.58 to \$132.40 per employee per month. Employees will have full use of various insurance plans rather than be limited to health and dental coverage only.
2. Effective June 27, 1981, salaries will increase a minimum 5% to a maximum 10%. Any variance between 5%-10% will be tied directly to the Consumer Price Index. Also, the City's contribution rate for insurance benefits will increase from \$132.40 to \$139.40 per employee per month.
3. An actuarial study will be conducted to determine the cost impact of additional health insurance for future retirees. The cost of the actuarial study will be equally shared between the parties.
4. Minimum call-back pay will be increased from two to four hours.
5. Compensating time off for overtime worked will be permitted at the City's discretion.
6. Officers assigned to field training will receive 5% out-of-class pay rather than one-half hour extra overtime pay.

APPROVED
BY THE CITY COUNCIL

JUN 24 1980

OFFICE OF THE
CITY CLERK

7. The parties will establish an Alternative Layoff Committee to make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the unit.
8. Uniform allowance remains at \$460 per year but payment will be made in two equal installments in July and January of each calendar year.
9. Eliminated the possible automatic granting of grievances in favor of the Association if no timely answer is given by the City at Step 3. The Association will have the right to process the grievance to the next step if City does not answer.
10. A "no strike" and "no lockout" provision has been added to the new agreement.

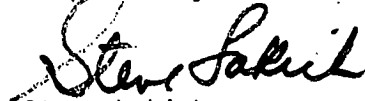
FINANCIAL IMPACT

The first-year cost increase is estimated at \$1,652,000. The second-year cost increase is estimated at a low of \$872,000 to a high of \$1,702,000 with any variance tied to the rate of change in the Consumer Price Index.

RECOMMENDATION

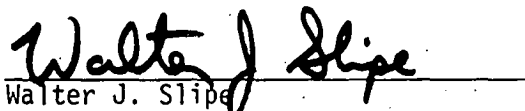
It is recommended that the City Council approve the attached tentative agreement in the Police Department Unit.

Respectfully submitted,



Steve Lakich
Employee Relations Director

Recommendation Approved:


Walter J. Slipe
City Manager

AGREEMENT
BETWEEN
SACRAMENTO POLICE OFFICERS ASSOCIATION
AND
CITY OF SACRAMENTO
1980-1982

TABLE OF CONTENTS

<u>Section</u>		<u>Page</u>
	PREAMBLE	
	ARTICLE I RECOGNITION	
1.	Recognition	1
	ARTICLE II CITY RIGHTS	
2.	City Rights	1
	ARTICLE III SPOA RIGHTS	
3.	Payroll Deductions	1
4.	Employee Rights	2
5.	SPOA Time	3
	ARTICLE IV GRIEVANCE PROCEDURE	
6.	Purpose	4
7.	Definitions	4
8.	Step One	4
9.	Step Two	5
10.	Step Three	5
11.	Arbitration	5
12.	Time Limits	6
13.	Witnesses	6
	ARTICLE V PAY RATES	
14.	1980 - 81 Salaries	7
15.	1981 - 82 Salaries	7

Section

Page

ARTICLE VI
INSURANCE

16.	Insurance Benefits	7
17.	Insurance Benefit Increase 1981-82	8
18.	Actuarial Study	8

ARTICLE VII
HOURS OF WORK

19.	Hours of Work	9
20.	4-10 Plan	9

ARTICLE VIII
OVERTIME

21.	Overtime Compensation	10
22.	Court Overtime	11
23.	Telephone Standby Time	12
24.	Telephone Overtime	
25.	Cancellation of Appearances	13
26.	Miscellaneous Appearances	13
27.	Calculation of Hourly Rate for Premium Pay	14

ARTICLE IX
SPECIAL ALLOWANCES

28.	Uniforms	14
29.	Standby Pay - Homicide Section and SERT	14
30.	Emergency Ordnance Demolition Squad	14
31.	Out-of-Classification Pay	14

ARTICLE X
POLICE PROFESSIONAL ACHIEVEMENT PROGRAM

32.	Police Professional Achievement Program	15
-----	---	----

ARTICLE XI
HOLIDAY BENEFIT

33.	Holiday Benefit	16
-----	---------------------------	----

ARTICLE XII
DEPARTMENTAL SENIORITY

34.	Departmental Seniority	18
-----	----------------------------------	----

ARTICLE XIII
TRANSFERS AND ASSIGNMENTS

35.	Transfer Policy	19
36.	Annual Patrol Division Sign-Up	19
37.	Posting	19

Section Page

ARTICLE XIV
LAYOFF

38.	Purpose	20
39.	Definitions	20
40.	Procedure	21
41.	Fringe Benefits	21
42.	Recall	22
43.	Police Related Off-Duty Employment	22
44.	Recall and Appointment	22
45.	Alternative Layoff Committee	23

ARTICLE XV
POLICE-RELATED OFF-DUTY EMPLOYMENT

46.	Policy	23
47.	Procedure	25
48.	Departmental Responsibility	26
49.	Violation and Penalties	26

ARTICLE XVI
COMMUNITY SERVICE OFFICER

50.	Agreement Inapplicability	27
51.	Court Appearances	27
52.	Miscellaneous Appearances	27

ARTICLE XVII
MISCELLANEOUS

53.	Safety Equipment	28
54.	Repair or Replacement of Damaged Uniform Items and Personal Property	28
55.	Light Duty Policy	28
56.	Medical Examinations	28
57.	Incorporation of Previous Agreements	29
58.	Savings Clause	29
59.	Strikes and Lockouts	29
60.	Term	29

EXHIBIT "A"

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 I RECOGNITION

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 II CITY RIGHTS

2. 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 III SPOA RIGHTS

3. 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 Association and open to all its members, and (3) any 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 charges or notifications shall be agreed upon between the City and Association.
2. Such deductions shall be made only upon submission to the Payroll Section, Department of Finance, 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 Payroll 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.

4. EMPLOYEE RIGHTS

a. The parties mutually agree to recognize the following paragraphs as statements of employees' rights and incorporate them into the appropriate General Order of the Sacramento Police Department. That General Order currently being the order pertaining to Officer Misconduct and Citizens Complaint Procedures:

"The employee shall be informed if he so desires of the nature of the investigation and whether he is a witness or a principal before any interrogation commences. If alleged misconduct could result in a criminal prosecution, the employee shall be afforded the opportunity to contact an attorney and have him 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 Investigations Section.

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

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

b. No employee shall have any comment adverse to his interest entered in his City or Bureau departmental personnel file without the employee having first read and signed the instrument containing the adverse comment indicating he is aware that such comment is being placed in his 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.

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

d. Documented disciplinary actions, or other related adverse documented comments entered in the employee's Bureau file, shall be removed from the Bureau file after one (1) year from the date of documentation.

5. SPOA TIME

a. Hours Allowed and Credited The City shall allow a maximum of 200 hours per month effective July 1, 1978, to the SPOA representation unit for the purpose of conducting SPOA activity during this Agreement. 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. Hours not used during a monthly period may be banked and will be permitted to be carried forward, but the total allowable hours used will not exceed the banked 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 a SPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable SPOA activity hours.

A carry-over of any surplus hours will not be continued through the expiration of each year of this Agreement.

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

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 supervising captain, with 24-hour advance notice.

b. Overexpenditure 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 overexpenditure occurs. The payment to the City will be calculated on the basis of 1.30 times the hourly rate of pay of the officer(s) who exceeds the allowable expenditure of hours as of the end of the month in which the overexpenditure of 8131 Cost Center hours occurred. Such payment shall be directed to the Finance Director, made payable to the City of Sacramento. (Hourly rate of pay is defined as base rate plus incentives).

ARTICLE IV
GRIEVANCE PROCEDURE

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

6. 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.

7. 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.

8. STEP ONE

An employee who believes he has cause for grievance may contact his supervisor alone. An employee who believes he has cause for grievance may contact his supervisor with his 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 Bureau Deputy Chief.

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

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

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

9. 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 working days of the second step appeal. The Association representative and designated Department representative will meet in an effort to settle the matter. The City's answer will be made 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.

10. STEP THREE

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

11. 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 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 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 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.

12. 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.

13. 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 V
PAY RATES

14. 1980-81 SALARIES

Effective June 28, 1980, the City shall adopt a salary ordinance that shall provide salary ranges in terms of bi-weekly rates of pay for the classes in the Police Department Unit as follows (equivalent monthly rates of pay are indicated in parentheses for information purposes only):

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Community Services Officer	--	--	495.20 (1073)	520.16 (1127)	546.40 (1184)
Police Officer	697.20 (1511)	732.32 (1587)	769.28 (1667)	808.08 (1751)	848.80 (1839)
Sergeant	813.44 (1762)	854.24 (1851)	897.28 (1944)	942.56 (2042)	990.08 (2145)
Lieutenant	942.16 (2041)	989.60 (2144)	1039.52 (2252)	1091.92 (2366)	1146.96 (2485)

15. 1981-82 SALARIES

Effective June 27, 1981, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of San Francisco/Oakland metropolitan area for the twelve month period between April 1980 and April 1981; provided, however, said increase shall not be less than five percent (5%) nor more than ten percent (10%).

ARTICLE VI
INSURANCE

16. INSURANCE BENEFITS

a. The City agrees to make contributions up to \$132.40 per month per eligible career employee toward the premiums in application preference of medical, dental, disability, and/or life insurance available from the City or the Association for eligible employees and qualified dependents, if any. Such contributions will be made to eligible employees on each of the first two paydays in a calendar month for insurance coverage the first and second halves of that month, respectively. An employee shall be eligible for a City contribution on each such applicable payday if the employee is paid for one or more hours of salary. The City further agrees to provide basic life insurance in an amount of \$1,000 to each eligible employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as above. Employees who are paid less than one hour salary per payday may continue any City sponsored insurance in effect, for up to six months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued. 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.

b. For non-career employees, including Community Service Officers, the City agrees to make contributions up to \$132.40 per month toward the premiums for City-sponsored medical and dental insurance for each eligible employee and qualified dependents, if any. To be eligible for the City contribution under this section, the non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If a non-career employee fails to meet this criterion the City shall deduct from the employee's paycheck the amount equal to the City contribution, in addition to any other employee deductions for health and dental insurance. If this deduction from the non-career 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 health and dental insurance program until the next open enrollment period.

c. The Association agrees to furnish to the City, on request, information on each employee's enrollment in medical, dental, disability, and life insurance plans sponsored by the Association to which the City contribution under section (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 applications for coverage, premium rate schedules, and/or copies of itemized premium billings.

17. INSURANCE BENEFIT INCREASE 1981-82

Effective June 27, 1981, the City agrees to make contribution up to \$139.40 per month medical, dental, disability, and/or life insurance for each eligible employee.

18. ACTUARIAL STUDY

a. The City and the Association hereby agree to jointly select and hire a professional consultant to conduct an actuarial study as to the costs of providing increased health care benefits for employees in the Police Department Unit who retire on or after June 27, 1981. The costs of the professional consultant shall be equally shared between the parties. The consultant shall provide copies of the study to each party no later than January 1, 1981.

b. After receipt of this study, but no later than April 1, 1981, either party may reopen this Agreement for the purpose of negotiating an increase in health care benefits to employees who retire on or after June 27, 1981. The costs to provide any increased health care benefits to future retired employees shall be deducted from the cost-of-living wage increase effective June 27, 1981, as set forth in Article V, Section 15. The amount deducted from the cost-of-living wage increase shall be utilized to increase the City's health insurance contribution as set forth in this Article, with the portion increased due to this provision to be utilized solely to fund the increased health care benefits for future retired employees.

c. If the parties fail to reach agreement, the present insurance benefits and cost-of-living wage increase shall remain in full force and effect.

ARTICLE VII
HOURS OF WORK

19. HOURS OF WORK

a. The workday for uniformed employees in the Office of Operations shall be eight (8) consecutive hours, except for those uniformed officers in the Patrol Division which shall be ten (10) consecutive hours.

b. The workday for employees in the Office of Investigation and the "Hit and Run" detail in the Office of Operations, shall be eight and one-half (8½) consecutive hours which shall include a one-half (½) hour unpaid lunch period.

c. The workday for all other employees, except for Community Service Officers, shall be nine (9) consecutive hours, which shall include a one (1) hour unpaid lunch period.

d. 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.

e. The workweek, except for Community Service Officers, shall consist of forty (40) hours.

f. The workweek for Community Service Officer will normally consist of twenty (20) hours.

20. 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 officer units.
4. Geographic boundaries of districts and sectors.

c. During the first year of 4-10 Plan implementation an evaluation program will be started. The evaluation program will involve and consist of the following:

1. Response time to calls.
2. Arrest rates (includes misdemeanor, felony and traffic citations).
3. Overtime (regular and court).
4. Sick Leave.
5. Employee, employee spouse and management survey of attitude and opinion.
6. Injuries on duty.
7. Auto accident on duty.
8. Citizen complaints.

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

e. If, after the 4-10 Plan has been in effect for two years and the Association requests to discontinue the 4-10 Plan the City will revert to a 5-8 Plan.

f. 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.

ARTICLE VIII OVERTIME

21. 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 at the employer's option. The determination of additional pay or time off for overtime compensation shall be at the discretion of the Department Head. Any compensating time off must be approved by the employee's Department Head.

Employees may accrue up to 80 hours of compensating time off up to the pay period in which June 30 falls each year. All compensating time off not used by June 30 will be paid. This payment will be included in the paycheck received by the employee following the pay period in which June 30 occurs.

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

c. The City can temporarily reschedule employees for work for any police service the employee performs, except court overtime

d. The City shall pay overtime at the rate of time and one-half for the first rescheduled shift the employee works with less than a five (5) day notice. This Section shall not apply to employees in the class of Community Service Officer, and to employees assigned to the following:

Office of the Chief

Personnel & Training Section,
Office of Administration

Vice Unit,
Office of Investigations

Flex Team,
Office of Investigations

Narcotics Section,
Office of Investigations

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

f. No Community Service Officer shall receive overtime compensation for hours worked if a regular sworn employee would not be entitled to such overtime compensation.

g. When an employee is called back to work from off the police facility by phone the employee shall be compensated for a minimum of four (4) hours pay at the overtime rate.

22. 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. 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 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 (1) 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 Office of the scheduled vacation/court appearance conflict.

23. 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 officer 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 times his/her regular rate of pay for only those hours that the court is actually in session.

24. TELEPHONE OVERTIME

a. It is the responsibility of all employees to make all requested court, District Attorney, and Court Liaison Office 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 Office to call the court or District Attorney on his/her off-duty time on a scheduled work day, the employee 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 Office to call the court or District Attorney on a scheduled day off, or at a specific time while not scheduled to be on duty, the employee shall receive two (2) hours pay at the rate of time and one-half 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 officer calls the District Attorney and the call is incomplete the officer need only make one call.

e. When an employee is directed by the Court Liaison Office 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 Office that he/she will not be required to appear in court as scheduled. If the employee is advised by the Court Liaison Office 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 Office.

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

g. In no case will an employee be compensated in the same day for 1) more than one telephone call, or 2) both court overtime and telephonic overtime. In the latter case the employee will receive the court overtime pay as provided in Section 21 of this Article.

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 office, or the Court Liaison Office at his/her own discretion. However, these calls will not be compensated.

25. 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.

26. 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 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 22 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.

27. CALCULATION OF HOURLY RATE FOR PREMIUM PAY

The annual hourly factor used to calculate the hourly rate for premium pay will be 2,080 hours.

ARTICLE IX
SPECIAL ALLOWANCES

28. UNIFORMS

The City agrees to reimburse employees in the amount of \$460.00 annually for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment. This amount shall be payable in two equal installments in July and January of each calendar year. However, new Police Officers hired between January 1 and June 30 shall receive the amount at time of hire while new Police Officers hired between July 1 and December 31, shall not be eligible or be reimbursed until the following January. Community Service Officers shall be supplied uniforms by the Police Department at the completion of the Police Academy, and are not eligible for the annual reimbursement stated above.

29. STANDBY PAY-HOMICIDE SECTION AND SERT

Standby pay in the amount of \$10.00 per day shall be paid to employees in the Homicide Section and the Special Emergency Response Team (SERT), who are designated as "on-call" by their respective Deputy Chief of Police.

30. EMERGENCY ORDNANCE DEMOLITION SQUAD

a. The City agrees to provide term life insurance in the principal amount of \$50,000 to officers while they are assigned to the E.O.D. Squad. This shall be in addition to the \$1,000 basic life insurance benefit provided to eligible employees in the Unit.

b. An employee assigned to the Emergency Ordnance Demolition standby unit shall be paid \$75.00 per week.

31. OUT-OF-CLASSIFICATION PAY

a. When a vacancy arises above the grade of police officer, or when an employee above the grade of police officer is absent or unavailable for his/her regularly assigned duties, an employee 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 employee returns or the vacancy is filled. The employee so temporarily assigned shall be compensated for the duration of the out-of-class assignment, by the payment of five (5) percent of the regular salary he/she received prior to the out-of-class assignment, or the salary provided for in step "A" of the higher equivalent class, whichever is greater, but not to exceed step "E" of the higher equivalent classification.

b. The highest ranking Police Officer within the sector and shift within the Patrol Division or section in the remainder of the department on the current or most recent Sergeant's eligible list, or the highest ranking Sergeant within the Watch or Division on the current, or most recent, Lieutenant's eligible list, shall be the first designee for assignment for out-of-classification work. In instances where there is no employee on a current, or most recent eligible list as stated above, designees for 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 c.

c. Section a) of this Article shall apply to any officer, outside the Academy, who is training a Police Cadet or police recruit who has not completed their twelve month probationary period, or Community Service Officer, shall be paid the agreed upon rate for such out-of-classification assignment for each shift he/she is actually training.

d. Substantially performs means, actively engaged in the supervisory functions of the Sergeant or Lieutenant (disciplinary action, employee counselling 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.

ARTICLE X
POLICE PROFESSIONAL ACHIEVEMENT PROGRAM

32. POLICE PROFESSIONAL ACHIEVEMENT PROGRAM

Effective July 2, 1977, the Career Development Program shall be abolished and the Police Professional Achievement Program shall be implemented as follows:

a. Police Officers, Sergeants, and Lieutenants shall receive the following incentive compensation for P.O.S.T. certificates:

Intermediate P.O.S.T. certificate. 7½% above base rate

Advanced P.O.S.T. certificate. 15% above base rate

Police Officers, Sergeants, and Lieutenants shall also receive 5% additional compensation when possessing a four (4) year college degree (BA).

b. Police Officers, Sergeants, and Lieutenants with less than sixty (60) college semester units shall receive compensation for the Intermediate or Advanced P.O.S.T certificate if said Police Officer, Sergeant, and Lieutenant meet the following requirements:

Intermediate P.O.S.T. certificate - Four (4) years of law enforcement experience with the City of Sacramento.

Advanced P.O.S.T. certificate - Nine (9) years of law enforcement experience with the City of Sacramento.

This provision is applicable only to Police Officers, Sergeants, and Lieutenants employed by the City of Sacramento on July 2, 1977.

c. The 1980 P.O.S.T. standards for the Intermediate and Advanced P.O.S.T. certificates shall be applicable to the Police Professional Achievement Program during the term of the Agreement.

d. Employees who serve a probationary period pursuant to Civil Service Board Rule 10.7, Re-Employment After Resignation, shall be eligible to receive incentive pay. All other probationary employees in the class of Police Officer shall not be eligible to incentive pay until such time as they have passed probation and attained permanent status in their classification.

e. The Police Professional Achievement Program as described herein shall not be amended, altered, deleted, or terminated without the mutual consent of the City of Sacramento and the SPOA.

f. Police Officers shall not receive less compensation under the Police Professional Achievement Program than received under the Police Career Development Program.

ARTICLE XI HOLIDAY BENEFIT

33. HOLIDAY BENEFIT

a. The number of recognized holidays shall be 12½ per calendar year. The hour value of one (1) holiday shall be eight (8) hours.

b. Except for Community Service Officer, credits for holidays shall accrue on the basis that employees shall be credited with one holiday on the first day of each month, except the month of January, in which they shall be credited with one and one-half days irrespective of when particular holidays may occur on the calendar. Community Service Officers shall accrue holiday credit bi-weekly on a pro-rata basis.

c. At the option of the City, the employee shall either be given one day off with pay for accrued holiday credit on a one-day for one-day basis, or in lieu thereof shall have his pay adjusted on the basis on an additional half day per holiday credit.

d. Holiday accumulations shall be limited to a total of ten (10) days.

e. No more than (10) days of accumulated holiday time shall be used in conjunction with any regularly scheduled vacation.

f. In the event that an employee's previously scheduled holiday is cancelled with less than five (5) days notice, the employee 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 employee requests a holiday with less than five (5) days notice, no above premium payment shall be made if cancellation is made.

g. In the event an employee accumulates more than ten (10) days the employee shall not be forced to take off any days over ten (10) days if the employee can show that he requested to take the day or days over ten (10) at his/her choice and was denied that request by the department. Holiday request slip will be proof of intent.

h. In the event an employee accumulates in excess of ten (10) holidays in accordance with this policy and thereafter reduces his/her holiday accumulation to ten (10) or less, those rejection slips used for holiday accumulation to ten (10) or more would no longer be applicable to this policy. However, nothing in this paragraph shall be deemed to prevent the employee from then accumulating ten (10) or more holidays if those holidays are accumulated pursuant to the above stated policy.

ARTICLE XII
DEPARTMENTAL SENIORITY

34. DEPARTMENTAL SENIORITY

a. Employees shall be placed on the classification seniority list in accordance with the date they were first placed on the payroll of the Police Department as full-time sworn officers, except that academy time may be added if it is a part of prior continuous service. When two or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on the relative standing on the Police Officer or Community Service Officer eligibility list. Community Service Officers and Cadets academy time shall be counted toward their departmental seniority status.

b. Seniority list placement for Police Sergeants and Police Lieutenants shall be based on the date of rank. Where two 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 injured-on-duty time where such medical disability was incurred in the course and scope of the employee's duties.

d. Seniority list placement qualifies an employee within his Bureau, Division and Watch (and shift (with 4-10 Plan) for:

1. Vacation preference
2. Days off preference

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

1. Shift assignment preference (or watch assignment preference within the 4-10 Plan).
2. Job (or car) assignment on shift preference.
3. Intra-department transfers consideration.

The criteria that is 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.

f. 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 injury on duty, 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.

ARTICLE XIII
TRANSFERS AND ASSIGNMENTS

35. TRANSFER POLICY

Any member of the unit shall have a minimum of two years service with the Sacramento Police Department prior to being eligible for consideration for any intra-departmental transfer from uniform police work to any non-uniform police position. This policy shall not apply to any members of the unit who are assigned to any "undercover" investigation.

36. ANNUAL PATROL DIVISION SIGN-UP

a. There will be an annual watch and job sign-up in the Patrol Division which shall be implemented the first Saturday in February. Additionally, all known vacancies on October 1, which the Department plans to fill, shall have an effective date of transfer to coincide with this Patrol Division implementation date.

b. All employees assigned to the Patrol Division, and all employees who have submitted transfer requests by October 1 to transfer to the Patrol Division, shall be given watch preference cards in October. These cards shall be turned in by November 1. This procedure shall not apply to the Sergeant to be assigned as staff assistant to the Inspector.

c. The watch assignments will be posted by December 1 for review. Adjustments shall be allowed until December 20, at which time the watch assignments shall be final. The employees as assigned to each watch shall then begin individual job assignment sign-ups. These job assignment sign-ups shall be completed and finalized by January 10.

d. If vacancies occur after this implementation within the Patrol Division when there are no replacements immediately available, management shall have the right to fill said vacancies, on a priority basis, consistent with the provisions of Article XII, Sections e (1) and e (2).

e. Employees who submit transfer requests after October 1 to transfer to the Patrol Division shall be assigned to a watch and job assignment where a vacancy exists.

37. POSTING

a. When a permanent vacancy arises in the Police Department, due to retirement, death, removal, resignation, promotion, or where an employee is absent from a position for a period of six (6) consecutive months due to leave of absence, or twelve (12) consecutive months due to injury on duty, 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 at least fifteen (15) days prior to the regular filling of the vacancy or vacancies.

b. This Section shall not apply to any position in the Office of the Chief. Further, this Article shall not apply to those vacancies which occur during the annual Patrol Division sign-up period, from October 1 to December 20, the date the sign-up becomes final. It is the obligation of each employee to submit all desired transfer requests prior to October 1 to be considered for those vacancies which occur during the annual sign-up period.

c. A vacancy or vacancies resulting from the filling of the original posted opening shall not be subject to this procedure during a 90-day period. If a resulting vacancy or vacancies is not filled within the 90-day period, that vacancy will be posted as described above.

ARTICLE XIV
LAYOFF

38. PURPOSE

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

39. DEFINITIONS

a. Layoff: A layoff shall be defined as the dismissal of at least one (1) employee due to lack of work, lack of funds, abolishment of position.

b. Seniority: Seniority shall be as defined in Article XII, Sections a, b and c.

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

e. Downgrade: A downgrade shall be defined as a change in job classification of which the top salary is less than the top salary of the employee's present classification, due to a layoff. A downgrade shall only be allowed 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 City Code Section 2.91. 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.

40. 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 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 may accept a layoff in lieu of a downgrade under Section 40 b of this Article, by written notification to the Department of Employee Relations within 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.

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

e. 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 injury on duty 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.

41. 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 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 Employee Services Division on the request of laid off employees.

42. 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 earliest date of rank in that classification. Employee shall be entitled to recall rights for a period of five (5) consecutive years from the date of the layoff/displacement. 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 (1) 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.

43. POLICE RELATED OFF-DUTY EMPLOYMENT

During the period of any layoffs, Article XV, 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. This will amend Section 47 d of Article XV so that all laid off Officers will not be on a rotating list but will be first called for any job. If there is not sufficient laid off Officers to fill the needs of a job requirement then Section 47 d will apply.

44. RECALL AND APPOINTMENT

After all eligible laid off employees have been offered recall to the class of Police Officer, then Community Service Officers who have successfully completed the Sacramento Police Department recruit school will be eligible for consideration for appointment as regular Police Officers, providing that they meet the necessary medical and background investigation standards which prevail at that time and are recommended for appointment by the Chief of Police according to the special procedure used for such appointments.

45. ALTERNATIVE LAYOFF COMMITTEE

a. The parties will establish an Alternative Layoff Committee to study possible different layoff procedures as a substitute for the seniority system set forth in this Agreement. The Committee will make a good faith effort to study alternative layoff procedures as possible and feasible corrections to any adverse impact a proposed layoff would have on minorities and women employees in the unit.

b. The Committee shall consist of four members. The City and the Association will each appoint two representatives. The Committee shall meet at reasonable times but at least once every three months. The time spent shall not be more than eight hours for each member of the Committee in a three-month period. The Committee will submit its findings and recommendations to the parties by no later than June 1, 1981.

c. After receiving the Committee's findings and recommendations, the parties may reopen this Agreement for the purpose of negotiating a change to the seniority system. Either party may refuse to reopen this Agreement if the other party requests to reopen. Furthermore, if both parties agree to reopen but fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE XV
POLICE-RELATED OFF-DUTY EMPLOYMENT

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

46. POLICY

a. General The general policy of the Sacramento Police Department is to allow members to engage in approved off-duty law enforcement employment in order to provide special police services within the City of Sacramento. The specific intent of this policy is to provide sworn officers to meet extraordinary needs when there are an insufficient number of qualified private security personnel available. No member of this Department will be allowed off-duty police employment that is detrimental to the department goals or will impair the efficiency of an employee in the performance of his duties. Each employee is held strictly responsible for ensuring that he is fully fit to perform his duties when reporting to work for the Department. Employees will not engage in activities of any nature where they would be hindered in performing their departmental duties.

The policy of the Department is to allow officers off-duty employment within the City limits at the following types of events: sporting events, dances, commercial shows or exhibits, school functions, political rallies, commercial establishments with crime or crowd problems, and any other activities believed to be in the best interests of the community and the Department.

b. The Chief of Police or his designated representative may approve the employment of off-duty officers to perform police-related tasks subject to guidelines established in this policy. Police-related tasks mean the fundamental law enforcement philosophy of maintaining the community peace and the protection of life and property.

c. Police-related off-duty employment falls into two basic categories: uniformed officers and plain clothes assignments. Both categories of employment are governed by the following conditions:

- (1) The purpose of an officer's presence.
- (2) The qualifications and experience required of police officers for the particular private employment.
- (3) Use of police equipment or information.
- (4) The best interests of the City and the Department.

d. Officers may accept outside employment only upon assignment through the office of the Chief of Police or his designated representative. Off-duty policing activity will be considered to be regular police work insofar as conduct, performance of duty and compliance with General Orders and Rules and Regulations are concerned. All officers performing such duties will be subject to the direction of the supervising officers then on duty, who shall in turn assure that the officers act in a manner consistent with departmental policy and professional police work.

The Department will furnish the necessary equipment, information and logistic support to insure a compatible and professional method of operation.

The number and rank of officers assigned to any event will be determined by the Chief of Police or his designated representative. Such determination will be based on the circumstances of the event. When five or more officers are required at any event, one of the officers must be a Sergeant, or, in lieu thereof as the Chief of Police may in his discretion determine a Patrolman who possess the requirement of the advanced Post Certificate will be designated as the Supervisor in charge of policing the event. Whenever fifteen or more officers are required at any event, the Department may require additional supervisors as well as higher ranking officers.

A police officer shall at all times take proper action on any offense or condition which normally would require police action. The primary duty, obligation and responsibility of an officer is at all times to the Department.

e. Officers shall not work:

- (1) In any employment or in any location which will tend to bring the Department in disrepute or to reduce his efficiency or usefulness as a member or employee thereof.
- (2) In any employment requiring any affiliations, membership or allegiance tending to influence his conduct in a manner inconsistent with the proper discharge of his duties as a police officer, or with his responsibility to the Department or the public interest.
- (3) In any business where the manufacture, transportation, sale or serving of liquor is a principal commercial basis of the business.
- (4) In any employment requiring the services of civil process or the collection of debts.

(5) On investigations or other work in which he may avail himself of his access to police information, records, files or correspondence.

(6) For any other municipality or political subdivision of the State or Federal government, except by the express permission of the City Manager.

(7) In excess of twenty (20) hours per week excepting while on vacation or other approved and credited time off.

(8) In any off-duty position while on sick leave or injured on duty status.

No officer should agree to follow rules set by a private person as to how he will perform his police duties if it would cause the officer to deviate from proper police procedure. Should he so deviate, he may be subject to appropriate disciplinary action.

The Chief's decision to grant or deny a permit to work is final except for the formal grievance procedure now in effect.

f. The rates of pay for officers under this policy shall be set by mutual agreement between the Chief of Police and the SPOA.

An officer will receive a minimum of three hours off-duty assignment pay for each day's event regardless of the actual time worked. Employment on any event of more than three hours will be paid to the nearest half-hour of the actual time worked.

The City may in its discretion require an accounting from and/or audit the business records of the private employers paying the officers.

To assure uniform interpretation and conformance with this order, no officer shall accept any off-duty police employment without the express permission in advance of the Chief of Police or his designated representative.

g. Qualifications for Off-Duty Law Enforcement Activity

Officers who desire off-duty employment that requires police-related activity in either uniform or "plain clothes" must have completed their probationary period and be approved for employment by the Chief of Police. Officers on sick leave, injured on duty leave, "light duty" or when disciplinary action is in effect, are not eligible. Also, no officer will be assigned off-duty employment within 24 hours of the end of the shift of a day taken as sick leave.

47. PROCEDURE

a. All officers who desire off-duty assignments will complete a written request form stating name, address, telephone number, rank, present duty assignment, normal working hours and days off. This request form will be forwarded to the office of the Chief of Police or his designated representative.

b. Those officers who have requested off-duty employment will have their names entered on a rotating list maintained by the Bureau of Field Operations. Each individual officer will be responsible for updating the information obtained during the initial sign-up period.

c. No officer shall perform off-duty police work without the express permission of the Chief of Police or his designated representative. Requests by employers for off-duty officers must be approved prior to the time of the event.

d. The rotating list will be the basis for all assignments of off-duty officers. The department will promote a fair and impartial system for assignment of officers and at the same time attempt to satisfy the requirements of each employer. Employers may request the same officer(s) at a series of events. In those cases the officer(s) name(s) will be removed from the normal rotation list until the number of hours worked by all officers is approximately the same.

e. Each time an officer is called upon to fill a job request by an employer he will be expected to honor the request. The criteria for excusing an officer from an assignment will be the same as the criteria used for excusing from duty, i.e., sick, vacation, etc. Any officer who fails to accept three assignments without a valid excuse will be terminated from the rotating list. As a result, any officer who is terminated from the rotation list is not eligible for reinstatement for off-duty employment for a period of one year from termination date.

f. The department will maintain statistical information which will be open to inspection. This information will include the number of assignments, the number of officers assigned, the average number of hours per officer and whatever additional information is deemed appropriate.

g. Whenever an officer has a change in assignment, telephone number, or any other information on his off-duty assignment card he must submit the updated information directly to the Bureau of Field Operations. Any new request for off-duty employment after the annual initial sign-up period must be submitted to the Chief or his designated representative through the appropriate vehicles. The new applicant will be placed in alphabetical order in the rotation list. The annual sign-up period must permit all eligible officers, including those not represented by the SPOA, to apply for off-duty employment.

h. The President of the SPOA will be notified when an employer's request for off-duty employment has been denied. The SPOA will be advised of the reasons for the denial.

48. DEPARTMENTAL RESPONSIBILITY

The Chief of Police and Division Heads shall publicize this policy; they shall maintain a continuous check on the outside employment activities of all of their employees, and shall enforce this order.

49. VIOLATION AND PENALTIES

Employees now engaged in unauthorized off-duty employment shall make immediate arrangements to cease such activity unless, after notice of this policy and order, they immediately request and receive approval for such activity.

Violations of this policy and order shall be subject to appropriate disciplinary action.

ARTICLE XVI
COMMUNITY SERVICE OFFICER

50. AGREEMENT INAPPLICABILITY

The following articles of this Agreement shall not apply to employees in the class of Community Service Officer:

<u>Article</u>	<u>Section</u>	<u>Subject</u>
VII	20	4-10 Plan
VIII	22	Court Overtime
	23	Telephone Standby Time
	24	Telephone Overtime
	25	Cancellation of Appearances
	26	Miscellaneous Appearances
IX	30	Emergency Ordnance Demolition Squad
	31	Out-of-Classification Pay
X	A11	Police Professional Achievement Program
XIII	A11	Transfers and Assignments
XV	A11	Police-related Off-Duty Employment
XVII	53	Safety Equipment
	54	Light Duty Policy

51. COURT APPEARANCES

a. When a Community Service Officer is subpoenaed to appear in the litigation of a public offense in his/her capacity as an employee of the City of Sacramento, and is not scheduled to be on duty during the time of his/her appearance, upon reporting to the court the Community Service Officer will receive a minimum of four (4) hours pay, or the actual amount of time spent in court, whichever is greater.

b. For the purposes of this Article, "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.

52. MISCELLANEOUS APPEARANCES

When a Community Service Officer 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, or the actual amount of time spent, whichever is greater, for such appearance:

ARTICLE XVII
MISCELLANEOUS

53. SAFETY EQUIPMENT

a. Officers in the detective division, and other office personnel not assigned to full time field duty may carry the Smith and Wesson Model 19 or Model 66 revolver on an optional basis at no cost to the City, providing: (1) they will also furnish their own holsters at no cost to the City; (2) they must use City-issued ammunition only; and (3) they must qualify with such optional weapon at departmental shoots, or use the City-issue 4" revolver until able to so qualify.

b. Officers who so desire may wear the Hoyt frontdraw holster. Purchase of the Hoyt holster will be at the expense of the individual officer.

54. REPAIR OR REPLACEMENT OF DAMAGED UNIFORM ITEMS AND PERSONAL PROPERTY

The City agrees to reimburse employees 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 "A".

55. LIGHT DUTY POLICY

In the event an employee is unable to perform his duties as a police officer as a result of an injury, he 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 shall have the right to have an examination by another physician of the employee's choice.

In the event that the two 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.

56. 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 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.

57. 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.

58. 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.

59. 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.

60. TERM

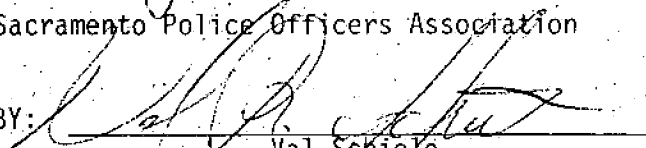
a. This Agreement shall remain in full force and effect from June 28, 1980 to and including June 25, 1982.

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

DATED: June 29, 1980

Sacramento Police Officers Association

City of Sacramento

BY: 
Val Schiele
President


BY: 
Steve Lakich
Director of Employee
Relations

EXHIBIT "A"

1. POLICY

a. Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment while performing their assigned duties.

b. The City shall either repair or replace damaged or lost items. The choice to either replace or repair damaged or lost items shall rest with the City. The City may return the replaced property to the employee if the City so desires.

c. The intent of the policy is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches, personal professional equipment or articles of clothing if necessarily worn or carried by the employee in the course of his employment. Reimbursement shall be authorized only when the damage is caused by circumstances which arise out of employment, and not from ordinary wear and tear or damage. This policy extends to both field and office personnel.

2. EXCLUSIONS: This Policy shall not apply to:

a. Losses of precious or semi-precious stones, or losses to pieces of personal jewelry.

b. Losses to any automobile, vehicle, trailer, motorcycle or any equipment thereto, except in the course of employment and or performance of assigned duties when properly authorized.

c. Losses of money.

d. Losses resulting from acts of negligence or deliberate destructive acts on the part of the employee.

e. Losses resulting from ordinary wear and tear incidental to normal use and employment.

f. Any item which is mutually agreed to in writing between the City and the SPOA.

3. MISREPRESENTATION

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

4. VALUATION

Upon acceptance of a claim, the City shall not be liable beyond the actual cash value of the employee's property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed

EXHIBIT "A"

what it would then cost to repair or replace the same with material of like kind or quality. Deduction for depreciation will be calculated at the rate of 10% per year from date of purchase of damaged item.

5. RECOVERY

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

6. LIABILITY LIMITS

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