

November 18, 2019

Timothy Davis
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, California 95811

**RE: Letter of Understanding - Police Department, Communications Center Dispatchers
Modified Shift Changes in the Communications Center, Trial Program**

Dear Mr. Davis:

This letter is to confirm the agreement reached between the City of Sacramento ("City") and the Sacramento Police Officers Association ("SPOA"), regarding a modified shift change trial program for Dispatchers in the Police Department's Communications Center. Specifically, it is agreed as follows:

1. The workweek for employees in the classification of Police Dispatcher I, Police Dispatcher II, and Police Dispatcher III ("employees") shall begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday, except as designated by the City for employees in the same classifications who are assigned to an alternate work schedule as specified in paragraph 2, below. The normal workweek shall consist of forty (40) hours of work during that seven (7) day period.
2. In addition to the 5/8 and 4/10 work schedules provided in section 9.2 of the Memorandum of Understanding (MOU), the Communications Center will implement a third alternative 12-hour work schedule. Employees electing to be assigned to this work schedule shall have a workweek of seven (7) consecutive days consisting of three (3) consecutive workdays of twelve (12) hours each workweek, and one (1) eight (8) hour day on every other workweek. The designated eight (8) hour day that alternates every other week is fixed, and that day of the week and hours of work scheduled on that day cannot be modified by the employee without the approval of the Labor Relations Department.
3. This new alternative schedule will be implemented on a one (1) year trial basis, beginning on Friday, January 3, 2020, and will automatically terminate on Saturday, January 2, 2021. Employee participation in the trial alternative shift shall be voluntary.
4. The FLSA workweek for these employees in the trial alternative schedule shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week which constitutes their alternating regular day off, resulting in forty (40) hours in each workweek.

Communication Center Dispatchers
Modified Shifts Trial Program

5. Employees who participate in this trial alternative schedule shall be provided their FLSA workweek during their annual shift bidding process.
6. All shift trades must be approved in advance by management and shall not result in overtime for either employee. Employees participating in the trial alternative schedule shall only be permitted to shift trade full work shifts with communication center employees who are participating in the trial alternative schedule and also have the same seven (7) day FLSA workweek. Partial shift trades may be made with communication center employees regardless of their schedule.
7. Overtime shall be compensated in accordance with the applicable Overtime provisions of the MOU.
8. Employees participating in the trial schedule may request to revert back to the 4/10 schedule by providing thirty (30) calendar days' written notice to Communications Center management.
9. Either the City or SPOA may terminate this Agreement in its entirety by providing the other party with sixty (60) calendar days' written notice.
10. In the event of a termination of this Agreement, the parties shall meet and confer to discuss impacts. Management will make a reasonable effort to honor any previously approved vacation/time off requests should the agreement terminate.

This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the Labor Agreements, the Rules and Regulations of the Civil Service Board or any applicable policies and procedures of the Police Department or the City of Sacramento except as expressly stated herein.

If this is your understanding of the agreement reached, please sign as indicated below and return one (1) original to Labor Relations. One additional copy with an original signature is enclosed for your files.

Sincerely,



Mary Lota
Labor Relations Officer

Approved:



Aaron Donato
Labor Relations Manager

Approved:



Shelley Banks-Robinson
Director, Labor Relations

Communication Center Dispatchers
Modified Shifts Trial Program

Agreed to:



Timothy Davis, President
Sacramento Police Officers Association

Approved as to form:



Brett M. Witter
Supervising Deputy City Attorney

cc: Shawn Gaynor, SPOA Civilian Vice President
Deborah Grady, Public Safety Communications Manager