



OFFICE OF
LABOR RELATIONS

CITY OF SACRAMENTO
CALIFORNIA

926 J STREET
ROOM 201
SACRAMENTO, CA
95814-2716

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

October 2, 1996

Mr. Gene Burchett, President
Sacramento Police Officers Association
201 Lathrop Way, Suite "I"
Sacramento, CA 95815

Re: Court Overtime

Dear Mr. Burchett:

This letter confirms the agreement reached during the 1994-96 negotiations between the City of Sacramento and Sacramento Police Officers Association covering employees in the Police Department Unit. The parties agree to a General Order covering court overtime to read as follows:

A. Subpoenas

1. Witness fees should be collected prior to acceptance of the subpoena for all employees who are subpoenaed by any party other than the City for civil cases.
2. When an employee is subpoenaed personally in a civil case, the employee shall send a copy of the subpoena to the Court Liaison unit (CLU) for processing.

B. Criminal cases

1. Sections 9.2 and 10.2 (a) respectively, of the Agreements with the SPOA and Local 39 require that employees are entitled to court overtime when "subpoenaed to appear in the litigation of a public offense in his/her capacity as..." an employee of the City or Police Officer, as applicable. The benefits of court overtime pay are mandatory as to off-duty appearances in any criminal matter, regardless of who subpoenas the employee.
2. The SPOA Agreement, in addition, precludes the rescheduling of employees to eliminate court overtime. The Local 39 Agreement establishes the same court overtime provisions for payment of an off-duty appearance, however the Agreement only limits the City's right to reschedule the employee during the same workweek.

Mr. Gene Burchett
Re: Court Overtime
Page 2

3. The minimum pay provisions of Sections 9.2 or 10.2(a), as applicable, must be met in criminal cases.

C. Civil cases

1. The requirement regarding court overtime is limited to criminal actions, and therefore the City has flexibility in exercising its discretion regarding the schedule of employees who are appearing in civil cases. Section 10.1 (g) of the Local 39 Agreement limits the City's ability to reschedule an employee during the same workweek to avoid overtime, and Sections 9.1(c) and (d) of the SPOA Agreement preclude the rescheduling of employees due to court overtime and require payment of an overtime penalty for a change of shift with less than a five (5) day notice.
2. Section 9.6(a) of the SPOA Agreement specifies that the standard of pay for civil cases when an employee is subpoenaed and not scheduled on duty shall be court overtime pay. Since a civil matter is not covered by the limitation of Section 9.1(c) employees may be rescheduled for civil case appearances.
3. Employees subpoenaed in their capacity as a Sacramento Police Officer who are not appearing on behalf of the City may be rescheduled with appropriate notice to avoid the payment of overtime.
4. The City's attorneys will be advised to notify Labor Relations as well as the Court Liaison Unit (CLU) when their civil subpoena is served or appearance is required.
5. Personnel Services Division will confirm with Labor Relations to insure that the employees are properly rescheduled pursuant to this policy and the requirements of the Agreement.
6. When the employee is a co-defendant with the City, or will be appearing in a trial for more than one day, the employee's shift will be flexed pursuant to Section 8.3 of the SPOA Agreement, if applicable, or rescheduled to Monday through Friday, 8:00 AM to 5:00 PM.
7. When the employee's appearance is anticipated to last for less than one day, the employee may be rescheduled at the discretion of the division manager.
8. A five (5) day notice will be provided to the employee whenever possible. If the five (5) day notice is not possible, the decision on rescheduling the employee will be made based on the cost of overtime or the shift transfer penalty, as applicable.

Mr. Gene Burchett
Re: Court Overtime
Page 3

D. Juvenile court and traffic court

1. CLU will approve overtime for appearances at juvenile or traffic court. The employee may fax or deliver the documents to CLU for overtime approval.
2. The District Attorney or Court Clerk will sign the employee in and out of the court appearance. If approved prior to the appearance, CLU will review and confirm or adjust the authorized overtime.

E. Civil Service hearings

1. Section 9.6(b) of the SPOA Agreement requires that when the City requests an employee who is off-duty to appear at a formal disciplinary appeal the employee is compensated at time and one-half (1½) for a two hour minimum, or the actual time, whichever is greater.
2. There is no limitation in the SPOA Agreement on the City's ability to reschedule the employee for such an appearance.
3. Overtime is not authorized for the appearance of an employee who is called to testify by someone other than the City.
4. The Local 39 Agreement does not require payment of an overtime minimum for employees who appear for either party while off-duty.
5. Employees covered by the Local 39 Agreement who are requested to appear by the City should be rescheduled to appear on-duty or be compensated at the overtime rate for time actually spent testifying at the hearing.

F. Administrative hearings

1. Section 9.6 (a) of the SPOA Agreement establishes the standard of payment for hearing boards on off-duty time. The provisions applicable to civil cases are applicable here.
2. There is no similar requirement in the Local 39 Agreement. Off-duty employees who are requested to appear by the City should be rescheduled to appear on-duty or be compensated at the overtime rate for time actually spent testifying at the hearing.
3. Telephone testimony for administrative hearings while off-duty shall be compensated at time and one-half (1½) with a minimum of two (2) hours.

Mr. Gene Burchett
Re: Court Overtime
Page 4

G. Extended trials

1. General Order 240.01 subsection K covers Court Appearance and specifically addresses the procedures to be utilized for extended trials during scheduled time off. Such subpoenas shall generally be limited to twenty (20) days.
2. Subsection K allows an employee subject to an extended subpoena to leave the Sacramento area by contacting the Court Liaison Unit. The employee can call CLU between Monday and Friday between 7:00 AM and 5:00 PM to notify them of their telephone number while out of the area, or establish a collect call phone contact time between 7:00 AM and 5:00 PM with CLU, or make the same arrangement by phone to the CLU recording telephone line to verify the status of the trial and their need to appear the following day.
3. The employee may elect to arrange a specific time for his/her appearance by contacting the District Attorney directly. The employee must notify CLU of the scheduled appearance date and time. In such case, the employee is relieved of the twenty-four (24) hour notice requirement to appear.

H. Applicable minimum periods

1. On-duty employees are to be released from work at the time they are actually expected to testify. The party calling the employee to testify is responsible for making these arrangements with the City. If the employee is off-duty but will be paid for the time testifying, the overtime commences at the time the employee appears to testify.
2. Generally when an employee is scheduled for a court appearance during off-duty hours, he/she is entitled to court overtime at time and one-half (1½) pay for the four (4) hour minimum, or actual duration whichever is greater.
3. There is an exception when the appearance is scheduled within two (2) hours prior to the start or after the end of the employee's shift, and the minimum is then two (2) hours.
4. If the appearance after the end of the shift exceeds the two (2) hour minimum, then the four (4) hour minimum or actual duration applies, whichever is greater. If the appearance prior to the start of the shift exceeds the two (2) hour minimum, then the employee is on his/her regular shift and court overtime no longer applies.

Mr. Gene Burchett
Re: Court Overtime
Page 5

5. If an appearance commences during the regular shift and continues beyond the end of the shift, it is regular overtime, not court overtime, and no minimum duration applies.
6. The limitation of Section 9.4(g) of the SPOA Agreement applies only to multiple calls on the same case or to court overtime and telephone overtime on the same case. Multiple calls for separate cases, or court and telephone overtime for one case at separate, non-overlapping times, or for two separate cases at non-overlapping times may be paid for the same day.
7. In no circumstances is the employee entitled to more than one payment for the same hours.

I. Cancellation payment

1. Section 9.5 of the SPOA Agreement and 10.2(c) of the Local 39 Agreement require notice of cancellation three (3) hours prior to court or at the end of the last shift prior to court. If notice is not provided before the three-hour limit, the employee receives two (2) hours of overtime pay at time and one-half (1½). Every effort must be made to meet these timelines.
2. When a voice mail system is implemented by the City, allowing each employee access to an individual mail messaging system, the CLU will forward scheduling information to the employee's voice mailbox. The employee will be responsible for reviewing messages to his/her mailbox.

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

Sincerely,



Dee Contreras
Labor Relations Director

AGREED TO:



Gene Burchett, President
Sacramento Police Officers Association

cc: Arturo Venegas, Police Chief
Steve Segura, Personnel and Training
Lt. Lupe Rangel, IAS
Court Liaison