



OFFICE OF  
LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

921 10TH STREET  
ROOM 601  
SACRAMENTO, CA  
95814-2711

PH 916-808-5424  
FAX 916-808-8110

July 2, 2004

Mr. David Topaz, President  
Sacramento Police Officers Association  
2620 - 21<sup>st</sup> Street  
Sacramento, CA 95818

Re: **Revision-** Part-Time Trial for Police Officers and Community Service Officers

Dear Dave:

This is to confirm the revised agreement of the City of Sacramento and the Sacramento Police Officers Association ("SPOA") regarding the Part-Time Trial for Police Officers and Community Service Officers in the Police Department. Specifically, it is agreed as follows:

1. **General**

This trial program will be effective January 1, 2004 and will conclude no later than June 24, 2005. Employee participation is voluntary and subject to the Department's approval.

2. **Personnel Policy**

This program will be administered in accordance with City of Sacramento Personnel Policy Instruction II-83-1, Permanent Part-Time and Job Sharing Employment, dated May 12, 1983. Exceptions to this policy are noted below:

- a. **Scope**. Section 2.1. This policy will apply to eligible employees in the Police Department Unit, (unit 02), as outlined in the Program Participation section of this agreement.
- b. **Holidays**. Section 5.1.b. Holidays will be accrued in accordance with the labor agreement on a pro-rated basis. Subsections 5.1.b.2-3 will not apply as Police Officers do not observe City Holidays.

3. **SPOA Agreement Applicability**

Except as provided herein, nothing in the Part-Time Agreement or Program shall be deemed to override any of the provisions of the City's Agreement with the Sacramento Police Officers Association.

4. **Program Participation**

A. During the trial period, the Part-Time arrangement will be available to employees assigned to

David Topaz

Part-Time Trial for Police Officers and Community Service Officers

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assigned to Patrol, and to employees assigned to other positions outside of Patrol, as determined by management, as follows:

- Permanent employee;
- Active in the classification of Police Officer or Community Service Officer;
- Three (3) years classification seniority;
- Lateral candidates must have completed probation.

- B. Participation will be limited to a maximum of ten participants. This program will be evaluated during the trial period to determine the feasibility of future expansion of the program to other divisions, classifications and inclusion of more positions.
- C. Management will identify positions that do not require investigative caseloads.
- D. Management will notify all active participants of any openings outside of Patrol.
- E. Selection for positions outside of Patrol will be in accordance with current transfer selection practices.
- F. Employees working outside of Patrol will normally work half time with a regularly defined schedule of forty (40) hours per two-week pay period. Daily work hours will normally be consistent with full-time employees performing like work.

**5. Sign-ups**

Management will identify the patrol cars designated as part-time. Sign ups for those cars will be on the basis of classification seniority.

**6. Hours of Work**

Each Part-Time employee will normally work half time, with a regular, defined work schedule of twenty (20) hours per week. They may elect to work additional hours, subject to supervisory approval. Part-Time employees will not be permitted to work overtime without supervisory approval, defined as working more than ten (10) hours in a day or forty (40) hours in one work week.

**7. Court Overtime**

If an Officer, on his/her scheduled day off, is subpoenaed to appear in court, upon reporting to the court, the Officer will receive a minimum of four (4) hours pay at the applicable rate, or the actual amount of time spent in court, whichever is greater. If an Officer is scheduled to work, and is subpoenaed to appear in court before or after his/her shift, upon reporting to the court, the Officer will receive a minimum of two (2) hours pay at the applicable rate, or the actual amount of time spent in court, whichever is greater.

**8. Call-Back**

If an officer, on his/her scheduled day off, is called back to work, the officer will receive a minimum of four (4) hours pay at the applicable rate. If an officer is called back to work prior to the start of his/her next regularly scheduled shift, the officer will be compensated for the actual

time worked or a minimum of two (2) hours, whichever is greater, at the applicable rate of pay.

**9. Continuing Professional Training (CPT)**

Officers will revert to a forty (40) hour work week when scheduled to attend CPT or other Department mandated training. Such training will be paid at the straight time rate.

**10. Supplemental Benefits**

Career employees working on a Part-Time basis, are not eligible to receive the following supplemental City benefits:

- Supplemental and Dependent Life Insurance
- Short Term Disability Insurance
- Vision Plan Insurance

**11. Retirement Service Credits**

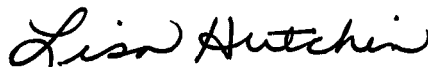
Eligible employees who work less than 1,720 hours during a fiscal year will accrue PERS service credits on a pro-rated basis.

**12. Termination**

A Part-Time Agreement may be terminated by the City for cause or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the Part-Time arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of the written notice, whichever occurs first. In the event of an emergency or other service impairment, management reserves the right to revert a part-time employee's schedule to full-time.

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.

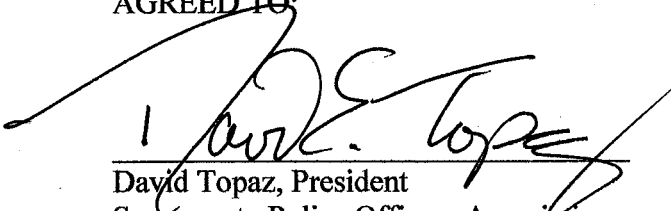
Sincerely,



Lisa Hutchin  
Labor Relations Officer

AGREED TO:

DATE:



David Topaz, President  
Sacramento Police Officers Association

7/8/04

cc: Albert Nájera, Chief of Police



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November 4, 2003

Mr. David Topaz, President  
Sacramento Police Officers Association  
201 Lathrop Way Suite I  
Sacramento, CA 95815

Re: Part-Time Trial for Police Officers and Community Service Officers

Dear Dave:

This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association ("SPOA") regarding the Part-Time Trial for Police Officers and Community Service Officers in the Police Department. Specifically, it is agreed as follows:

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- a. Scope. Section 2.1. This policy will apply to eligible employees in the Police Department Unit, (unit 02), as outlined in the Program Participation section of this agreement.
- b. Holidays. Section 5.1.b. Holidays will be accrued in accordance with the labor agreement on a pro-rated basis. Subsections 5.1.b.2-3 will not apply as Police Officers do not observe City Holidays.

**3. SPOA Agreement Applicability**

Except as provided herein, nothing in the Part-Time Agreement or Program shall be deemed to override any of the provisions of the City's Agreement with the Sacramento Police Officers Association.

David Topaz

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**4. Program Participation**

During the trial period, the Part-Time arrangement will only be available to employees assigned to Patrol as follows:

- Permanent employee;
- Active in the classification of Police Officer or Community Service Officer;
- Three (3) years classification seniority;
- Lateral candidates must have completed probation.

Participation will be limited to a maximum of ten participants. This program will be evaluated during the trial period to determine the feasibility of future expansion of the program to other divisions, classifications and inclusion of more positions.

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Page 3

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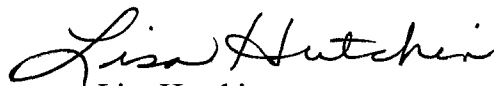
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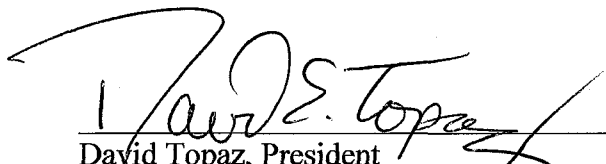
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Lisa Hutchin  
Labor Relations Officer

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David Topaz, President  
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cc: Albert Najera, Chief of Police