



OFFICE OF LABOR RELATIONS

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October 7, 2004
Rev. May 5, 2005
Rev. June 11, 2007
Rev. July 23, 2008

Mr. Brent J. Meyer, President
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, CA 95811

Re: Revision - Agreement Regarding Reserve Officers

Dear Brent:

This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association (SPOA) regarding the assignment of Reserve Officers, and the establishment of a new Reserve Officer program. Specifically, it is agreed as follows:

1. The Police Department will establish a Reserve Officer program consisting of the following criteria:
 - a. Employees will be hired into the Reserve Officer program based on their qualifications and experience. Seniority will be the tie-breaker among candidates determined by Management to be equally qualified.
 - b. Post Level I employees will be hired into Tier 1, 2 or 3 in the Reserve Officer program. Tier 1 Reserve Officers must be able to perform the full functions of the Police Officer classification. Candidates who have retired from the Sacramento Police Department, or from other comparable agencies, as full-time Police Officers, and who have completed both Advanced POST and the

Field Training program, would normally be hired into Tier 1. Candidates who have completed Intermediate POST will normally be hired into Tier 2. Candidates who have completed Basic POST or Level I equivalent, and who have limited experience and training will normally be hired into Tier 3. Tier 3 Reserve Officers will perform limited support duties, e.g., special events, traffic control, prisoner watch, and jail bookings. They can also be utilized as a second officer in a patrol car.

- c. Post Level II employees will be hired into the Reserve Officer program to perform limited support duties, e.g., prisoner transport, special events, and traffic control. Post Level II Reserve Officers can perform general law-enforcement duties when supervised by a peace officer who has completed the POST Basic Course and SPD Field Training Program. Post Level II employees carry firearms.
- d. Post Level III employees will be hired into the Reserve Officer program to perform specified limited support duties, e.g., special events and traffic control. Post Level III employees can transport prisoners only with Post Level II Officer or above. Post Level III employees must have a supervisor in the accessible vicinity. Departmental policy prohibits the carrying of firearms by Level III Officers. (The Penal Code and Post permit Level III reserves to carry firearms.)
- e. Reserve Officers will be hired as non-career, non-benefit qualified, at-will employees.
- f. Normally, Reserve Officers will work a maximum of 960 hours per fiscal year. The City will provide quarterly and annual reports of total hours worked by each Reserve Officer.
- g. Reserve Officers may be assigned to work in assignments other than Patrol, but it is agreed that such assignment will be to address a short term need (short term is defined as six months or less), and will not replace regular career employees. If more than 5,000 hours of Reserve Officer time is spent in Detectives during a calendar year, the Chief will request two (2) additional full-time Detective positions in the next regular budget.
- h. Reserve Officers may be assigned to work vacation, holiday, CTO, and other backfill, as necessary. If more than 20,000 hours of Reserve Officer time is used in Patrol or Metro in a calendar year,

the Chief will ask for five (5) new full-time officer positions in Operations

- i. Reserve Officers may be hired into the following classifications:

Reserve Police Officer
Reserve Police Sergeant

Reserve Officers will normally be hired into the "Reserve Police Officer" classification. Occasionally, the Department may need to hire a qualified candidate into one of the other classifications. Using an Officer in a classification other than Reserve Police Officer is not intended to block or delay promotions.

2. Pay Treatment:

- a. Reserve Officers will be paid an hourly rate as follows:

	Tier 1 Advanced Certificate	Tier 2 Intermediate Certificate	Tier 3 Basic Certificate
Reserve Police Sergeant	41.50	n/a	n/a
Res. Police Officer Post Level I	36.00	32.50	28.00

Advanced, Intermediate and Basic Certificates do not apply to below classifications.

Res. Police Officer Post Level II	26.00
Res. Police Officer Post Level III	25.00

Future rates of pay in this Letter of Understanding will be negotiated in accordance with bargaining the Memorandum of Understanding between the Parties.

- b. Overtime hours will be paid at the rate of time and one-half, and will be for any hours worked in excess of ten (10) hours in a day or forty (40) hours in a work week.

- c. Court Overtime will be paid at the straight time rate of pay. Court overtime will be paid at the rate of time and one-half if those hours worked are in excess of ten (10) hours in a day or forty (40) hours in a work week.
3. **Supplemental** Employment:
 - a. Career Police Officers will be given first priority in the selection of off-duty assignments.
 - b. **Supplemental** employment will be paid in accordance with Article 17 of the MOU
4. Training/Continuing Education
 - a. Reserve Officers who were not previously "grandfathered" will be required to participate in Physical Agility testing, as is required of career Police Officers.
 - b. Reserve Officers will be required to attend Continuing Professional Training, as determined by Management.
5. The primary purpose of using Reserve Officers in Patrol is to fill in for vacancies created by career officers who are off work due to sickness, vacation, holiday, training, or job related injuries. The use of Reserve Officers will not count toward minimum staffing, levels.
6. Employees hired into the classification of Reserve Police Officer and Reserve Police Sergeant will be represented by the SPOA and pay dues or an agency fee, as applicable. The City will provide SPOA time to meet with all new Reserve Officers hired under this program.
7. The provisions of Section 3.2a of the MOU will apply to Reserve Officers.
8. In the event that a Reserve Officer is released for cause from his/her non-career employment with the City, he/she may have an administrative review of the release by submitting a request in writing, within seven (7) calendar days, to the Director of Labor Relations.
9. The assignment provision of this agreement may be canceled by either party with ninety (90) calendar days' written notice. In that event, the assignment of Reserve Officers will be limited to such functions at they normally perform as of the date of this agreement.

10. This agreement memorializes and constitutes the entire agreement and understanding of the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or oral.

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.

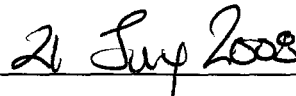
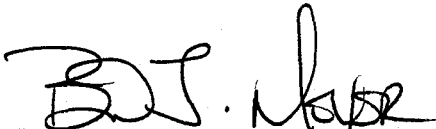
Sincerely,



Lisa Hutchin
Labor Relations Officer

AGREED TO:

DATE:



Brent J. Meyer, President
Sacramento Police Officers Association