

November 30, 2021

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

**Re: Letter of Understanding – Police Department, Communications Center Dispatchers  
Alternative Work Schedule in the Communication Center, Continuation of 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 the continuance of the modified alternative work schedule trial program for the classifications of Dispatcher I and II in the Police Department’s Communication Center. Specifically, it is agreed as follows:

1. The normal Fair Labor Standards Act (FLSA) workweek for employees in the classifications of Police Dispatcher I and Police Dispatcher II (“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 classification who are assigned to an alternative work schedule as specified in paragraph 2, below. The normal FLSA workweek shall consist of forty (40) hours of work during the 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 Communication Center may implement a third, alternative, 12-hour work schedule. Employees electing to be assigned to this work schedule shall have an FLSA workweek of seven (7) consecutive days consisting of three (3) consecutive workdays of twelve (12) hours each workweek, and one (1) eight (8) hour workday every other workweek. The designated eight (8) hour workday that alternates every other workweek is fixed, and that day of the week and hours or work scheduled on that day cannot be modified by the employee without the approval of Labor Relations.
3. The FLSA workweek for employees on the alternative work schedule described in paragraph 2, above, 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 FLSA workweek.
4. Employee participation in this alternative work schedule shall be voluntary. Employees who participate in this trial alternative work schedule shall be provided their FLSA workweek during their annual shift bidding process.

5. All shift trades must be approved in advanced by management and shall not result in overtime for either employee. Employees participating in the trial alternative work schedule shall only be permitted to shift trade full work shifts with Communication Center employees who are participating in the trial alternative work schedule and who also have the same seven (7) day FLSA workweek.
6. Overtime shall be compensated in accordance with the applicable Overtime provisions of the MOU.
7. Employees participating in the trial alternative work schedule may request to revert back to the 4/10 work schedule by providing written notice to Communication Center management at least thirty (30) calendar days prior to reverting back to a 4/10 schedule.
8. Either party may terminate this Agreement in its entirety by providing the other party with sixty (60) calendar days' written notice.
9. At the request of either party, the City and SPOA will meet and discuss the impacts of either party's decision to terminate this Agreement. The obligation to meet and discuss shall not delay termination of this Agreement, nor delay employees reverting back to a 4/10 schedule. Management will make a reasonable effort to honor any previously approved vacation(s)/time off request(s) made prior to the decision to terminate the Agreement.
10. Unless terminated pursuant to Paragraph 8, this alternative work schedule shall continue for one (1) year, beginning on Saturday, January 15, 2022, and will automatically terminate on Friday, January 13, 2023.
11. This agreement does not establish 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 polices and procedures of the Sacramento Police Department or the City of Sacramento except as expressly stated herein.

This Agreement memorializes and constitutes the entire understanding between the parties as to all matters referred to or included herein and supersedes and replaces all prior negotiations, proposed discussions, whether written or oral.

If this is your understanding of the agreement reached, please sign and date as indicated below.


Sincerely,




Christen Snyder  
Labor Relations Officer

FOR THE CITY:


AGREED TO:

  
Howard Chan (Jan 5, 2022 20:37 PST)  
Howard Chan  
City Manager

AGREED TO:


  
Shelley Banks-Robinson  
Human Resources Director

AGREED TO:

  
Aaron A. Donato (Jan 5, 2022 18:10 PST)  
Aaron Donato  
Labor Relations Manager

FOR THE ASSOCIATION:

AGREED TO:

  
Timothy Davis (Jan 6, 2022 09:33 PST)  
Timothy Davis  
President, SPOA

APPROVED AS TO FORM:

  
Brett M. Witter (Jan 2, 2022 15:55 PST)  
Brett M. Witter  
Assistant City Attorney