



CITY OF SACRAMENTO

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DEPARTMENT OF EMPLOYEE RELATIONS
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STEVE LAKICH
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August 31, 1984

APPROVED
BY THE CITY COUNCIL

City Council
Sacramento, California

AUG 31 1984

Honorable Members in Session:

OFFICE OF THE
CITY CLERK

AC 84043

SUBJECT: Tentative Agreement in Police Management Unit

SUMMARY

The City of Sacramento and the Sacramento Police Deputy Chiefs and Captains Association reached tentative settlement on a three-year agreement covering 11 employees in the Police Management Unit for the period August 31, 1984 to July 3, 1987. The tentative agreement has been ratified by the Association membership. It is recommended that the City Council approve the attached tentative agreement. The major features of the tentative agreement are:

1. First Year

- a) Effective June 23, 1984, a 5.6% salary increase for all employees.
- b) Effective July 1, 1984, the City's monthly insurance contribution will increase by \$30.58, changing the City contribution from \$198.10 to \$228.68 monthly per eligible employee.
- c) The number of recognized holidays will increase by two and one-half days from 11-1/2 to 14 days. Eliminated as recognized holidays are Admissions Day, Columbus Day, and the four-hour holiday on Good Friday. Added as a recognized holiday is Martin Luther King's Birthday, plus three floating holidays.
- d) Uniform allowance will increase from \$510 to \$600 annually.
- e) The City retains the right to determine overnight vehicle assignments and the right to abolish overnight City vehicle retention. Additionally, the City Manager may offer either general mileage reimbursement or a monthly vehicle allowance to individual employees who agree to use their personal vehicles for City business.

The monthly vehicle allowance rates based on estimated City business mileage are:

<u>Estimated Mileage Per Month</u>	<u>Monthly Vehicle Allowance</u>
600	\$200
400	150

Employees who use their personal vehicles for home-to-work transportation will be given uncovered parking at no cost.

2. Second Year

- a) Effective July 6, 1985, salaries will increase a minimum 4% to a maximum 6%. Any variance between 4% and 6% will be determined by the Consumer Price Index.
- b) Effective July 1, 1985, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" health plan and the dental plan. The City will have the option of replacing the City's dental plan by no later than October 1, 1985.
- c) Uniform allowance will increase from \$600 to \$650 annually.

3. Third Year

- a) Effective July 5, 1986, salaries will increase a minimum 4% to a maximum 6%. Any variance between 4% and 6% will be determined by the Consumer Price Index.
- b) Effective July 1, 1986, the City's monthly contribution for insurance benefits will increase by the amount of increase in the full family premium rates for the City-sponsored Kaiser "S" health plan and the dental plan.

FINANCIAL IMPACT

The cost increase for Fiscal Year 1984-85 is estimated at \$58,269. The cost increase for Fiscal Year 1985-86 is estimated at a low of \$38,700 to a high of \$55,700 with any variance tied to the Consumer Price Index. The cost increase for Fiscal Year 1986-87 is estimated at a low of \$39,500 to a high of \$58,200 with any variance tied to the Consumer Price Index. All of the cost projections cover the increased City expenditures to the retirement systems, including the unfunded liability.

RECOMMENDATION

It is recommended that the City Council approve the attached tentative agreement in the Police Department Unit.

Respectfully submitted,



Steve Lakich
Director of Employee Relations

RECOMMENDATION APPROVED:



Walter J. Slife
City Manager

August 31, 1984
All Districts

Attachment

RESOLUTION NO. 84-755

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

AUGUST 31, 1984

**A RESOLUTION ADOPTING AGREEMENT WITH
SACRAMENTO POLICE DEPUTY CHIEFS
AND CAPTAINS ASSOCIATION
DATED AUGUST 31, 1984**

WHEREAS, this Council pursuant to California Government Code Section 3500, et. seq., enacted by resolution on employer-employee relations policy; and,

WHEREAS, under the terms of that policy, the representatives of the City Manager have met and conferred with representatives of the Sacramento Police Deputy Chiefs and Captains Association, the recognized employee organization for employees in the Police Management Unit as designated in said policy; and,

WHEREAS, these parties have reached agreement on matters relating to the employment conditions of the employees in said unit, as reflected by the written Agreement entered into by them on August 31, 1984, which Agreement is attached hereto and made a part hereof; and,

WHEREAS, this Council finds that the provisions and agreements contained in this Agreement are fair and proper and in the best interests of the City of Sacramento;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO, that it adopt in full the terms and conditions contained in the said Agreement.

MAYOR

ATTEST:

CITY CLERK

APPROVED
BY THE CITY COUNCIL

AUG 31 1984

OFFICE OF THE
CITY CLERK

AGREEMENT

BETWEEN

SACRAMENTO POLICE DEPUTY CHIEFS AND CAPTAINS ASSOCIATION

AND

CITY OF SACRAMENTO

1984-87

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and SACRAMENTO POLICE DEPUTY CHIEFS AND CAPTAINS ASSOCIATION, hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between the City and the Association, establishment of an equitable and peaceful procedure for the resolution of the differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I RECOGNITION

1. RECOGNITION

The City hereby confirms its prior certification of the Association as the recognized employee organization for the employees in the Police Management Unit, as defined in the City's Employer-Employee Relations Policy. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation pertaining to the said employees as provided under the City's Employer-Employee Relations Policy and authorized by law.

ARTICLE II ENTIRE AGREEMENT

2. ENTIRE AGREEMENT

a. This Agreement, upon ratification by the City Council, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes negotiations for its term.

b. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of representation and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate with respect to any subject or matter, whether or not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

c. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE III CITY RIGHTS

3. CITY RIGHTS

The City retains the exclusive right, among others, in accordance with and subject to the City Charter, applicable laws, and other regulations, and the provisions of this Agreement, (a) to direct employees of the Police Department; (b) to hire, promote, transfer and assign employees in positions within the Department consistent with applicable classification specifications; (c) to reprimand, demote, suspend or discharge employees; (d) to determine the mission of the Department, its budget, its organization, the number of employees, and the methods and technology of performing its work; and (e) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE IV ASSOCIATION RIGHTS

4. PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions under plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the Association for (1) the normal and regular monthly Association membership dues, and (2) monthly insurance premiums for plans sponsored by the Association and open to all its members.

b. All the above payroll deductions shall be subject to the following conditions:

- (1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City.
- (2) Such deductions shall be made only upon submission to the Payroll Section, Department of Finance, of the said authorization form duly completed and executed by the employee and the Association.

- (3) Any changes, additions and/or deletions of any payroll deductions or any deductions for employees shall be made only upon submission to the Payroll Section, Department of Finance, on or before the fifteenth (15) day of the month preceding the month for which such changes, additions and/or deletions are to be executed on the form designated by the City and duly completed by the Treasurer of the Association or his/her designated agent.
- (4) The Association agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance sponsored by the Association.
- (5) The City will remit to the Association a check for all of the deductions.

5. ASSOCIATION TIME

When it is required by the City that an employee respond in behalf of the Association, such time spent while on duty shall be at City expense.

ARTICLE V GRIEVANCE PROCEDURE

The City and the Association agree to implement the following grievance procedure:

6. PURPOSE

- a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.
- b. The purposes of this procedure are:
 - (1) to resolve grievances informally at the lowest possible level;
 - (2) to provide an orderly procedure for reviewing and resolving grievances promptly.

7. DEFINITIONS

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this Agreement.
- b. As used in this procedure the term "party" means an employee, the Association, the City, or their authorized representatives.

c. The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Civil Service Rules and Regulations of the City unless waived by such employee.

8. STEP ONE

a. An employee who believes he/she has cause for grievance shall reduce the grievance to writing, on a form provided by the City. The grievance statement will include the following:

- (1) a statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.
- (2) the remedy or correction requested of the City.
- (3) the grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the Chief of Police.

b. The Chief of Police shall give his answer to the grievance in writing within five (5) standard workdays from the time he receives the grievance in writing. This answer shall include the following:

- (1) a complete statement of the Department's position and the facts upon which it is based.
- (2) the remedy or correction which has been offered, if any.

9. STEP TWO

The appeal to the second step will be made within ten (10) standard workdays after receipt of the Chief's decision. The hearing of the grievance will be held within ten (10) standard workdays after receipt of the appeal to the second step. The Association Representative and the City Manager, or his designated representative, will meet in an effort to settle the matter. The City's answer will be made in ten (10) standard workdays after the hearing is held.

10. ARBITRATION

a. If the second step answer is not satisfactory to the employee, the Association may appeal the grievance to arbitration. The request for arbitration must be given in writing to the City Manager or his designated representative by the Association within ten (10) standard workdays from the date of the second step answer.

b. An arbitrator may be selected by mutual agreement between the Association Representative and the City Manager, or his designated representative.

c. Should the representatives fail to mutually agree on an arbitrator they shall make a joint request to the State of California Conciliation Service for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

d. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the Association and employee.

e. The fees of the arbitrator and the court reporter, if used, will be borne by the losing party.

f. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

g. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance was based. With the consent of the City's second step representative the thirty (30) day time limit for filing grievances may be extended.

h. If the City does not meet time limits, the Association may process the grievance to the next step of the grievance procedure. Time limits may be waived at any step with the mutual agreement of the Association and the City.

i. An Association representative shall have the authority to settle grievances for the Association or employees at the respective steps of the grievance procedure.

11. WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE VI DISCIPLINE

12. DISCIPLINE

a. The City Manager shall retain full authority to discipline employees pursuant to the provisions of the Charter of the City of Sacramento. However, employees shall have the right to appeal disciplinary action. Discipline shall be defined as dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of corrective

disciplinary action. Prior to disciplinary action being taken the employee will be given a written notice of the proposed action, which will include a reasonable period of time to appeal the proposed disciplinary action to the Chief of Police.

b. An employee who has been disciplined may appeal such action as follows:

- (1) Within ten (10) workdays from written notification of disciplinary action, the employee may file a written formal request for disciplinary review with the City Manager, Room 109, City Hall, Sacramento, California 95814. The written request for review must set forth the specific complaint, all related facts and state the requested remedy.
- (2) The City Manager shall conduct an informal hearing on the appeal within ten (10) days after receipt of the written request for disciplinary review. The City Manager shall then render a decision in writing within ten (10) workdays of the hearing.
- (3) If the employee is not satisfied with the decision of the City Manager, the employee may appeal the matter to an independent hearing officer. The request for a hearing must be submitted to the City Manager within ten (10) workdays from the date of the City Manager's written decision.
- (4) The decision of the hearing officer shall only be advisory to the City Manager and in no way shall it be deemed final and binding. The jurisdiction of the independent hearing officer shall be limited to determining whether or not the disciplinary action was appropriate based on a complete review of the facts and imposed for just cause. The employee may exercise all of his/her rights to freedom of expression under the First Amendment and will not be disciplined due to race, color, religion, sex or national origin.

c. All fees and cost of the hearing officer shall be borne equally by the City and the Association.

d. The time limits as stated in this Article shall be mandatory and if not met by the employee, the City shall have the right to refuse the appeal in its entirety. If the City Manager does not render a decision in writing within ten (10) working days of the informal hearing by the City Manager, the Association will give written request to the City Manager of the no response. In the event the City Manager does not respond with a written decision within ten (10) workdays of receipt of the written request, the employee will have the disciplinary action declared null and void and be reimbursed for any monetary loss suffered.

e. The parties agree that the hearing officer shall hold the hearing in private, and as a result shall not be open to members of the public. The hearing officer will render his/her advisory decision to the City Manager and the appellant only.

f. All investigations of employees covered by this Agreement that could result in disciplinary action shall be conducted by the Captain of Inspections and Standards, Assistant Chief of Police, or a Deputy Chief of Police only.

ARTICLE VII PAY RATES

13. 1984-85 SALARIES

Effective June 23, 1984, salary ranges in terms of bi-weekly rates of pay for classes represented by this Agreement, shall receive a 5.6% increase. The salary ranges to become effective June 23, 1984, are set forth in Exhibit A.

14. 1985-86 SALARIES

Effective July 6, 1985, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of the San Francisco/Oakland metropolitan area for the twelve (12) month period between April 1984 and April 1985; provided, however, said increase shall not be less than four percent (4%) nor more than six percent (6%).

15. 1986-87 SALARIES

Effective July 5, 1986, salary ranges in terms of bi-weekly rates of pay for the classes represented by this Agreement, shall receive a salary adjustment as predicated by the percentage increase in the Consumer Price Index (all urban consumers) of the San Francisco/Oakland metropolitan area for the twelve (12) month period between April 1985 and April 1986; provided, however, said increase shall not be less than four percent (4%) nor more than six percent (6%).

ARTICLE VIII INSURANCE BENEFITS

16. INSURANCE BENEFITS

a. Effective July 1, 1984, the City agrees to make contributions up to \$228.68 on a monthly basis toward the premiums for medical, dental, disability, and/or life insurance for each eligible employee and qualified dependents, if any. Such contributions will be made to eligible employees on each of the first two paydays in a calendar month for insurance coverage the first and second halves of that month, respectively. An employee shall be eligible for a City contribution on each such applicable payday if the

employee is paid for one or more hours of salary. The City further agrees to provide basic life insurance in an amount of \$25,000 to each eligible employee at no charge if the employee is paid one or more hours of salary per payday on the same basis as above. Employees who are paid less than one hour salary per payday may continue any City-sponsored insurance in effect, for up to six (6) months, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued. All terms and conditions of medical, dental and basic life insurance will be as outlined in certificates of coverage and related insurance contracts.

b. The City shall have the option of changing the carrier and/or benefit levels, without a benefit reduction, to the City's Dental Plan by no later than October 1, 1985.

c. Effective July 1, 1985, the City will increase the maximum monthly insurance contribution as set forth in subsection (a) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and Dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1984 from the rates to be effective September 1985.

d. Effective July 1, 1986, the City will increase the maximum monthly insurance contribution as set forth in subsection (a) above by a dollar amount equal to the increase in the full family premium rates for the City-sponsored Kaiser "S" and Dental plans. This increase, if any, will be calculated by subtracting the premium rates in effect September 1985 from the rates to be effective September 1986.

e. The City shall have the right to establish a composite rate for each City-sponsored health and dental plan commencing with Fiscal Year 1984-85.

ARTICLE IX SPECIAL ALLOWANCES

17. UNIFORMS

Employees shall be reimbursed \$45.00 for the uniform allowance increase for the first half of Fiscal Year 1984-85. Effective January 19, 1985, the City agrees to reimburse employees in the amount of \$25.00 bi-weekly for regulation items of uniform and personal equipment that the Police Department requires to be worn as a condition of employment.

18. TEMPORARY WORK IN HIGHER CLASSIFICATION

a. When a vacancy arises in the Police Department above the grade of Captain by reason of vacation, illness, injury or absence without pay, an employee of lower rank may be assigned to fill the position until such time as the absent member shall return, in accordance with Section 101 of the City Charter. An employee so assigned shall carry the title and receive compensation in the higher class in the manner described below for the duration of such assignment.

b. When an employee is assigned temporarily to a higher class, and has performed substantially all the functions of the higher class, the employee shall be compensated therefore by payment of five percent (5%) of the base salary he/she received prior to the temporary assignment, or the salary provided for the "A" step in the higher class, whichever is greater, but not to exceed the maximum rate for the higher class. Any temporary assignment which may exceed thirty (30) days duration shall require the approval of the City Manager.

ARTICLE X
LEAVES

19. HOLIDAY BENEFITS

a. Effective June 23, 1984, the recognized holidays shall be the following days:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. If an employee's scheduled days off are Saturday and Sunday during the standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) If the recognized holiday falls on a Saturday the preceding Friday shall be considered the employee's holiday.
- (2) If the recognized holiday falls on a Sunday, the following Monday shall be considered as the employee's holiday.

c. If an employee's scheduled days off are other than Saturday and Sunday during the standard City workweek in which a recognized holiday falls, the following shall apply:

- (1) The actual dates as listed above shall be considered as the employee's holiday.

- (2) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit in accordance with the accrual provisions of this Section.

d. For work performed on a recognized holiday, with the authorization of the Assistant Chief of Police for the Deputy Chiefs, and the Deputy Chiefs for the Captains, the employee shall receive holiday credit for such time worked on a straight-time basis. The maximum holiday credit accrual for an employee shall be eighty (80) hours at any one time.

e. Floating Holidays

(1) Accrual

Effective June 23, 1984, in addition to the recognized holidays provided in Section 19(a) above, each employee shall receive the equivalent of three (3) floating holidays per fiscal year on an accrual basis at the rate of .923 hours per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid one (1) or more hours of salary.

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the Assistant Chief of Police for the Deputy Chiefs and by the Deputy Chiefs for the Captains.

(b) Effective January 1, 1986, and each calendar year thereafter, an employee may carry-over from the preceding calendar year a maximum of four (4) hours of floating holiday accrual. All accumulated floating holiday time not used by December 21, 1985, and the last full pay period in December of each year thereafter will be paid to the employee in cash at the straight-time rate. This cash payment shall be included in the employee's first paycheck in January.

(c) An employee who leaves City employment or who has been granted a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

20. SICK LEAVE

a. An employee shall accumulate sick leave credits at the rate of one day per month of employment, which may be used at the discretion of the employee in the event of illness or injury, but not to exceed the maximum amount of the employee's accumulation.

An employee in active service of the City eligible to accumulate sick leave credits shall on the twenty-fifth day of January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of the year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

b. Notwithstanding the above, an employee, otherwise eligible, may elect not to receive cash payments for accumulated sick leave by notifying the Personnel Department in writing of such election no later than January 1 of each year.

c. Upon termination of any employee eligible to accumulate sick leave credits for reason of retirement, or resignation after service for a period of not less than two years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation or death. No employee whose services are terminated by reason of discharge, or by reason of resignation prior to the completion of two (2) year's service, shall be eligible for payment of any portion of accumulated sick leave credits.

21. MANAGEMENT LEAVE TIME

a. The City and the Association recognize that, under City Code Section 2.98, management employees represented by the Association are required to devote as much time to their employment as may be necessary for the efficient operation of the City government; that frequently the efficient operation of the City government requires that such employees work in excess of forty (40) hours per week; that management employees do not receive and are not entitled to premium compensation for those hours worked in excess of forty (40) hours per week; that, over time, such long hours have a deleterious effect on the ability of such management employees to perform effectively; and that, as management employees are the only City employees required to devote as much time to their employment as may be necessary for the efficient operation of government, it is necessary to devise a unique method of compensating such employees for the unique demands which the City may properly place upon their time.

b. Therefore, the City agrees to grant such employee represented by the Association forty (40) hours of management leave time, with pay, per fiscal year. Management leave time shall accrue and accumulate in accordance with the provisions of paragraph (d) of this Section. Any employee who wishes to take management leave time shall submit a written request, on such form as the Director of Finance may prescribe, to his or her supervisor. The decision of the supervisor to grant, deny or modify a management leave time request shall be final.

c. If for any reason an employee is unable to take all of his or her management leave time by June 30 of any fiscal year, the unused portion of such leave time shall be forfeited.

d. The total number of hours of management leave time to which an employee is entitled under paragraph (b) of this Section shall accrue on July 1, 1980, and on July 1 of each succeeding fiscal year; provided, however, that employees appointed to positions in classifications represented by the Association after July 1 of any fiscal year shall, for that fiscal year, only be entitled to a pro-rata share of forty (40) hours of management leave time based upon the number of full months remaining in that fiscal year, and such pro-rata share shall accrue immediately upon appointment. Management leave time shall be useable immediately upon accrual, subject to the provisions of paragraph (b) of this Section. Management leave time shall not accumulate from fiscal year to fiscal year.

22. TIME OFF REQUESTS

a. Time off requests for hours under holiday and vacation accruals, or management time, shall be by verbal request to the employee's next highest level of supervision, (i.e., Deputy Chief to Chief, Captain to Deputy Chief). The decision to grant the time off request, in all cases, shall be final regardless of the type of time off requested.

b. Holiday hours shall be those hours as defined in Article X, Section 19, Holiday Benefits, of this Agreement.

c. Vacation hours shall be defined as those hours accumulated under current Charter language providing for earned vacation allowance.

ARTICLE XI LAYOFF

23. LAYOFF

a. When it becomes necessary, due to the lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a class covered by this Agreement, the Chief of Police shall evaluate the employees in the affected class to determine the employee eligible for layoff. This evaluation shall be reviewed by the City Manager.

b. Any employee evaluated and selected for layoff shall have a right to immediately demote in the following manner:

(1) Deputy Chief to Captain

(2) Captain to Lieutenant

c. Once an employee demotes to a lower class, and should that class be fully staffed, or employees of that class are also being laid off, the demoted employee shall not be evaluated for layoff again within his/her new class.

d. If an employee is demoted, seniority in the lower class will be determined by the original lower classification seniority and seniority in the higher class.

ARTICLE XII
TRANSPORTATION

24. GENERAL

It is the understanding of the parties that the City retains the right to eliminate, at any time, the overnight retention of City vehicles for employees in the Unit. In those cases where overnight City vehicle retention is authorized, the City Manager retains the right to decide on the type of vehicle to be assigned.

25. MILEAGE REIMBURSEMENT AND MONTHLY VEHICLE ALLOWANCE

a. The City has the right, but is under no obligation, to offer one of the following mileage reimbursements to individual employees who use their personal vehicles for City business:

- (1) The rate established by the City for general mileage reimbursement; or
- (2) Monthly vehicle allowance at one of the following rates:

<u>Estimated Mileage Per Month</u>	<u>Monthly Vehicle Allowance</u>
600	\$200
400	\$150

b. Individual employees have the right to refuse to use their personal vehicles for City business.

c. Those employees who are offered a monthly vehicle allowance have an option to receive general mileage reimbursement for actual City business mileage on a regular monthly basis in-lieu-of the monthly vehicle allowance.

d. The monthly vehicle allowance will be revised in accordance with the mileage rate adjustment formula in the City's mileage reimbursement schedule.

e. With the approval of the City Manager, an employee eligible for the monthly vehicle allowance will also be eligible for reimbursement for long distance out-of-City travel.

f. Employees who lose overnight vehicle retention and need to purchase a private vehicle will be permitted a thirty (30) day grace period. Any additional time will require the approval of the City Manager. The monthly vehicle allowance will not be paid during any grace period.

g. The City Manager retains the right to reevaluate the need for the monthly vehicle allowance for any employees in the Unit.

26. PARKING

Employees who use their personal vehicles for home-to-work transportation are entitled to uncovered parking at no cost.

ARTICLE XIII
MISCELLANEOUS

27. SAFETY EQUIPMENT

The City will provide, at no cost to the employee, the City-issued four inch (4") revolver and the Smith and Wesson Model 19, two-and-one-half inch (2-1/2") revolver, with holsters, provided: (1) only City-issued ammunition shall be used with either revolver; (2) individual employees must qualify with the Smith and Wesson Model 19, two-and-one-half inch (2-1/2") revolver of Departmental shoots to become and remain eligible to carry such revolver; (3) only the City-issued four inch (4") revolver shall be carried while the employee is in uniform, and (4) only the City-issued four inch (4") revolver or the Smith and Wesson Model 19 two-and-one-half inch (2-1/2") revolver shall be worn on duty.

28. REPAIR OR REPLACEMENT OF DAMAGED UNIFORM ITEMS AND PERSONAL PROPERTY

The City agrees to reimburse employees in the Police Department for the repair or replacement of uniform items, and for other personal property damaged, lost or stolen in the course of employment and performance of their assigned duties without fault or negligence on the part of employees, other than normal wear and tear in accordance with the policy provisions attached hereto and incorporated herein as Exhibit B.

29. PERFORMANCE EVALUATION SYSTEM

The Police Department shall conduct performance evaluations for employees in the Police Management Unit pursuant to the agreement referred to in the March 8, 1983 letter from Tom Stark to Jerry Finney.

30. DEFERRED LUMP SUM PAYMENT

An employee who retires from the City may request to defer the lump sum payment on vacation accumulation, holiday credit, and sick leave buy-out until the next calendar year after the date of retirement. Upon such request, the City will defer such lump sum payment to the month selected by the employee in the next calendar year. The amount of lump sum payment shall be the same as the employee would have received upon retirement and with no interest.

31. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

32. TERM

a. This Agreement shall remain in full force and effect from August 31, 1984, to and including July 3, 1987.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

DATED: August 31, 1984.

Sacramento Police Deputy Chiefs
and Captains Association

City of Sacramento

BY: *Lee C. Dohm*
LEE DOHM
CHIEF NEGOTIATOR

BY: *Steve Lakich*
STEVE LAKICH
DIRECTOR OF EMPLOYEE RELATIONS

BY: *Lupe G. Marnach*
LUPE G. MARNACH
EMPLOYEE RELATIONS REPRESENTATIVE

CITY OF SACRAMENTO
PAYROLL/PERSONNEL SYSTEM

REPORT NUMBER Z31R7000-B

1984-85 SALARY SCHEDULE

PROCESSING DATE 08/15/84

SACRAMENTO POLICE DEPUTY CHIEFS AND CAPTAINS ASSOC.

EMPLOYEE CLASSIFICATION CODE	TITLE	REP UNIT	SCHEDULED MONTHLY/BI-WEEKLY/HOURLY RATES				
			STEP A	STEP B	STEP C	STEP D	STEP E
13001	DEP CHIEF OF POLICE	13	4,002.27	4,202.29	4,412.37	4,633.03	4,864.60
			1,847.20	1,939.52	2,036.48	2,138.32	2,245.20
			23.090	24.244	25.456	26.729	28.065
13003	POLICE CAPTAIN	13	3,567.37	3,745.73	3,932.93	4,129.67	4,336.11
			1,646.48	1,728.80	1,815.20	1,906.00	2,001.28
			20.581	21.610	22.690	23.825	25.016

EXHIBIT B

1. POLICY

a. Employees will be reimbursed for the loss, repair or replacement of personal property damaged in the course of employment while performing their assigned duties.

b. The City shall either repair or replace damaged or lost items. The choice to either replace or repair damaged or lost items shall rest with the City. The City may return the replaced property to the employee if the City so desires.

c. The intent of the policy is to permit reimbursement for the repair or replacement of such items as eyeglasses, hearing aids, dentures, watches, personal professional equipment or articles of clothing if necessarily worn or carried by the employee in the course of his/her employment. Reimbursement shall be authorized only when the damage is caused by circumstances which arise out of employment, and not from ordinary wear and tear or damage. This policy extends to both field and office personnel.

2. EXCLUSIONS: This Policy shall not apply to:

a. Losses of precious or semi-precious stones, or losses to pieces of personal jewelry.

b. Losses to any automobile, vehicle, trailer, motorcycle or any equipment thereto, except in the course of employment and/or performance of assigned duties when properly authorized.

c. Losses of money.

d. Losses resulting from acts of negligence or deliberate destructive acts on the part of the employee.

e. Losses resulting from ordinary wear and tear incidental to normal use and employment.

3. MISREPRESENTATION

The provisions of this policy shall not apply if it appears that the employee has concealed or intentionally misrepresented any material fact or circumstance concerning the subject of the loss, his/her interests therein, or in the case of any fraud or false statements by the employee relating thereto.

4. VALUATION

Upon acceptance of a claim, the City shall not be liable beyond the actual cash value of the employee's property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind or quality. Deduction for depreciation will be calculated at the rate of 10% per year from date of purchase of damaged item.

5. RECOVERY

If in the event of any loss or damage, the employee shall acquire any right of action against any individual, firm or corporation for loss or damage to property covered by this policy, the employee assigns and transfers the amount paid, and will permit suit to be brought in the employee's name under the direction of and at the expense of the City.

6. LIABILITY LIMITS

Notwithstanding any of the above, an individual employee shall recover no more than \$200 in any calendar year as a result of this policy. Items of theft, or mysterious disappearance, shall be reported to the Police Department prior to the preparation of any loss claim.