

August 23, 2024

Dustin Smith
Sacramento Police Officers Association
550 Bercut Drive
Sacramento, California 95811

Re: Letter of Understanding – Benefits for Rehire of Employees

Dear Mr. Smith:

This letter is to confirm the agreement reached between the City of Sacramento (“City”) and the Sacramento Police Officers Association (“SPOA”), regarding the above referenced matter.

Specifically, the agreement is as follows:

1. Article 14.10 of the Memorandum of Understanding (MOU) between the City and SPOA is amended to read as follows:

14.10 BENEFITS FOR REHIRE OF EMPLOYEES

- a. An employee who is rehired or reemployed within twelve (12) months of leaving the City may return to their city service seniority and classification seniority from the previous time spent in the classification of Police Officer or Dispatcher while employed by the City.
- b. Employees rehired or reemployed will be credited with the number of sick leave hours they had upon separation minus any hours that were cashed out or used to purchase service recredit at separation.
- c. Employees rehired or reemployed will be allowed to return to the same salary step they held when they left City service. Rehired employees shall receive salary step advancements in accordance with Section 7.2 (Advancement in Rate of Compensation), with no prior city service time counting towards step advancements. Employees who return at a salary step greater than Step 1 shall receive their first salary step advancement on the pay period following their completion of fifty-two (52) weeks of employment after being rehired.
- d. Upon rehire or reemployment, the City may make a one-time or annual award of Supplemental Administrative Time Off (Supplemental ATO). The purpose of the award of Supplemental ATO pursuant to this Section is intended to provide the candidate with the amount of leave that they would be accruing had the candidate not left City employment as a police officer. As such, the amount of Supplemental ATO awarded in any year shall not, when aggregated with the amount of vacation

accrued by the employee in that year, exceed the vacation accruals described in City Charter Section 107 and Civil Service Board Rule 15.3. In addition, the employee's aggregate total balance of vacation and Supplemental ATO shall not, in any year, exceed 480 hours. Supplemental ATO awarded pursuant to this Section shall have no cash value.


- e. The probationary period for any rehire or reemployment shall be twelve (12) months.

This Agreement does not establish a 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 policies and procedures of 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 discussion, whether written or oral.


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

Sincerely,


 08/23/2024
Christen Snyder
Labor Relations Officer

FOR THE CITY


AGREED TO:


Howard Chan (Aug 30, 2024 11:22 PDT) 08/30/2024
Howard Chan
City Manager

AGREED TO:


Shelley Banks-Robinson (Aug 23, 2024 12:07 PDT) 08/23/2024
Shelley Banks-Robinson
Human Resources Director

AGREED TO:


Aaron Donato (Aug 27, 2024 14:12 PDT) 08/27/2024
Aaron Donato
Labor Relations Manager

FOR THE ASSOCIATION

AGREED TO:



Dustin Smith (Sep 6, 2024 10:37 PDT) 09/06/2024

Dustin Smith
President, SPOA

APPROVED AS TO FORM:



Brett Witter (Aug 28, 2024 13:33 PDT) 08/28/2024

Brett M. Witter
Assistant City Attorney