



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
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Meeting Date: 3/15/2011

Report Type: Consent

Title: Tentative Agreement with Sacramento Police Officers Association regarding Park Safety Ranger Classifications

Report ID: 2011-00256

Location: Citywide

Recommendation: Adopt a Resolution approving the Letter of Understanding covering the new classifications of Park Safety Ranger Supervisor, Park Safety Ranger, and Park Safety Ranger Assistant represented by the Sacramento Police Officers Association (SPOA).

Contact: Geri Hamby, Director, (916) 808-7173; John Green, Labor Relations Manager, (916) 808-5095; Shelley Banks-Robinson, Labor Relations Analyst, (916) 808-5541, Department of Human Resources

Presenter: Geri Hamby, Director, (916) 808-7173, Department of Human Resources

Department: Human Resources / Parks and Recreation and Finance

Division: Labor Relations

Dept ID: 08001511

Attachments:

- 1-Description/Analysis
- 2 Park Ranger Reso
- 3 Park Ranger LOU

City Attorney Review

Approved as to Form
Brett Witter
3/10/2011 10:00:20 AM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
2/23/2011 12:48:17 PM

Approvals/Acknowledgements

Department Director or Designee: Geri Hamby - 3/9/2011 9:12:24 AM

Assistant City Manager: Patti Bisharat - 3/9/2011 4:39:24 PM



Description/Analysis

Issue: The Department of Parks and Recreation (Parks) received approval from City Council in June 2009 via resolution #2009-406, for the Department of Human Resources to study positions in Parks performing park safety duties. At the conclusion of the classification study the positions of Park Safety Ranger Supervisor, Park Safety Ranger and Park Safety Ranger Assistant (Park Ranger Series) were created and adopted by the Civil Service Board on October 19, 2010. It was determined that Representation Unit 02, represented by the Sacramento Police Officers Association, was the most appropriate bargaining unit in which to place the newly classified positions. Eight budgeted full-time career positions are being reallocated to the Park Ranger Series. Of the eight positions being reallocated, the Department currently has three of those positions filled with full-time career employees. The remaining five positions will be filled through the normal approval and hiring process as the budget allows for additional expenditures. The City has reached a tentative agreement with SPOA to include the Park Ranger Series in the existing collective bargaining agreement.

Policy Considerations: Adoption of the Resolution by the City Council fulfills the City's legal obligation under the Meyers-Milias-Brown Act and adheres to the City's positive labor-management relations concept.

Environmental Considerations: Not applicable.

Rationale for Recommendation: The City and SPOA met to negotiate inclusion of the Park Ranger Series into the existing Agreement by Letter of Understanding. The tentative agreement with SPOA is consistent with the current labor agreements and is a fair, reasonable, and appropriate transfer of these employees into the represented unit.

Financial Considerations: The tentative agreement reached with SPOA will result in a maximum additional General Fund cost of \$47,000 for the Department of Parks and Recreation in FY2010/11 with a total maximum impact to the General Fund of \$330,000 through the end of the agreement (June 28, 2013). The maximum dollar expenditures include the cost of reallocating eight full-time positions. The City and SPOA negotiated to reallocate the positions and leave them at the negotiated salary until the current agreement expires. There will be no scheduled classification salary increases and no individual salary step increases during the term of the agreement. The Department of Parks and Recreation will absorb current year costs through salary savings and make appropriate adjustments in the budget process for the upcoming fiscal year.

Emerging Small Business Development (ESBD):Not applicable.



RESOLUTION NO. _____

Adopted by the Sacramento City Council

Amendment to the Memorandum of Understanding with the Sacramento Police Officers Association to Include the Park Ranger Supervisor, Park Ranger, and Park Ranger Assistant Classifications (FY2011-2013)

BACKGROUND

- A. Consistent with the Meyers-Milias-Brown Act governing public sector collective bargaining, the City has met and conferred with the Sacramento Police Officers Association regarding the inclusion of the Park Safety Ranger Supervisor, Park Safety Ranger, and Park Safety Ranger Assistant classifications (Park Ranger Series) into Rep Unit 02.
- B. The parties have reached an agreement on the terms and conditions of employment, including salary, for the Park Ranger Series effective March 26, 2011, which is attached as Exhibit A.
- C. The terms of the Agreement are consistent with the obligations of the City to bargain in good faith, are in line with the City's strategic goals and serve the interests of the City and the community by continuing positive labor relations. The Department of Parks and Recreation will absorb current year costs through salary savings and make appropriate adjustments in the budget process for the upcoming fiscal year.

BASED ON THE FACTS SET FORTH IN THE APPENDICES, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- 1. The City Manager is authorized to execute an amendment to the Memorandum of Understanding with the Sacramento Police Officers Association to include the Park Safety Ranger Supervisor, Park Safety Ranger and Park Safety Ranger Assistant classifications into Rep Unit 02.
- 2. The amendment referenced in Section 1 is attached hereto as Exhibit A, and is a part of this resolution.

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EXHIBIT A – Park Rangers Series Letter of Understanding



March 15, 2011

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

Re: Park Safety Ranger Series

Dear Mr. Meyer:

This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association ("SPOA") regarding the accretion of the Park Ranger Classification series into the existing memorandum of Understanding. Specifically, it is agreed as follows:

Add new article to current Memorandum of Understanding (MOU) entitled "PARK SAFETY RANGER".

1. AGREEMENT APPLICABILITY

Unless specifically provided for elsewhere in this Agreement, only the following provisions will be applicable to Park Safety Ranger Assistants, Park Safety Rangers, and Park Safety Ranger Supervisors ("Rangers"):

<u>Article</u>	<u>Section</u>	<u>Subject</u>
1	1.1	Recognition
2	2.1	City Rights
3	3.1	Payroll Deductions
	3.2a.	Sworn Employees
	3.4	Access to New Employees
4	All	Grievance Procedure
6*	All	Salary Administration
7+	All	Health and Welfare
8	8.3	Flexible Hours
	8.4	Furlough/Reduced Workweek
9	9.2a.,c.-g.	Court Overtime
	9.5	Cancellation of Appearances
	9.6	Miscellaneous Appearances
	9.8	Shift Change Notice

10	10.4a, b	Sworn Out-of-Classification Pay
13	13.1a-d	Holiday Benefit
	13.2	Sick Leave
	13.3	Vacation Administration
	13.4	Pregnancy Disability Leave
	13.5	Catastrophic Leave Plant
	13.6	Court Leave
	13.7	Personal Leave
15	15.4d./e.	Posting Outside of Patrol and Specialty Assignments in Patrol
16	16.1	Layoffs - Purpose
	16.2	Definitions
	16.3	Procedure
	16.4	Fringe Benefits
	16.5	Recall
20	20.1	Driver License Policy
	20.2	Driver License Requirements
	20.3	Regional Transit Monthly Pass
21	21.1	In-Lieu Discipline
	21.2#	Letter of Reprimand
	21.3a.,b.,c.	Appeals of Formal Discipline
	(2), (3), (4)	Above a Letter of Reprimand
	21.4	Documented Counseling
22	22.1	Civilian PERS Retirement Plan and Contribution
23	23.1	Non-Discrimination
	23.2a.	Safety Equipment
	23.5	Medical Examinations
	23.6	Incorporation of Previous Agreements
	23.7	Savings Clause
	23.8	Strikes and Lockouts
	23.9	Payroll Errors
	23.10	Tuition Reimbursement
	23.11	Bilingual Pay
	23.13	Time Off for Examinations
	23.14	Employee Performance Evaluations
	23.16&	Term

* As modified by Letter of Understanding, **Step Increases, dated May 12, 2009 with the exception of the granting of eighty hours of paid time off.**

+ The effective dates for City Contributions to health plans outlined in Article 7.3, Cash-Back Limits outlined in Article 7.5 and Retiree Benefits outlined in Article 7.9 will be applied to the Park Ranger classifications on a prospective basis only. Those portions of Articles 7.3 and 7.5 pertaining to time periods that pre-date this agreement shall have no application to these job classifications. In addition, Article 7.9 does not apply to individuals in these, or similar, job classifications that have retired prior to the execution of this agreement.

**# As modified by Letter of Understanding, Discipline Retention, dated May 12, 2009.
 & As modified by Letter of Understanding, Term of Agreement, dated May 12, 2009.**

2. SALARY ADJUSTMENTS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Park Safety Ranger Assistant	Yearly	42741.59	44878.67	47122.61	49478.74	51952.67	54550.31	57277.82	60141.71
	Bi-weekly	1643.91	1726.10	1812.41	1903.03	1998.18	2098.09	2202.99	2313.14
	Hourly	20.548843	21.576285	22.655099	23.787854	24.977247	26.226109	27.537415	28.914286
Park Safety Ranger	Yearly	44878.67	47122.61	49478.74	51952.67	54550.31	57277.82	60141.71	63148.80
	Bi-weekly	1726.10	1812.41	1903.03	1998.18	2098.09	2202.99	2313.14	2428.80
	Hourly	21.576285	22.655099	23.787854	24.977247	26.226109	27.537415	28.914286	30.360000
Park Safety Ranger Supervisor	Yearly	49366.54	51834.87	54426.61	57147.94	60005.34	63005.61	66155.89	69463.68
	Bi-weekly	1898.71	1993.65	2093.33	2198.00	2307.90	2423.29	2544.46	2671.68
	Hourly	23.733914	24.920609	26.166640	27.474972	28.848720	30.291156	31.805714	33.396000

3. OVERTIME

a. Employees required to work in excess of eight (8), nine (9) or ten (10) hours per workday or forty (40) hours per workweek shall be compensated for such work at one and one-half (1-1/2) times their regular rate of pay.

b. Regular overtime is time worked adjacent to and immediately before or after the employee's regular shift, and is compensated at the overtime rate for all time actually worked.

c. Scheduled overtime is work required to be performed outside of the employee's regular shift with twenty-four (24) hours notice or more. Scheduled overtime shall be compensated for a minimum of one (1) hour at the overtime rate for days which are included in the employee's regular shift, and two (2) hours at the overtime rate for days on which the employee is not otherwise regularly scheduled to work.

d. Voluntary overtime is at the request of and with the consent of the employee and is compensated at the overtime rate for all time actually worked.

e. Overtime compensation shall be paid by cash payment or with compensating time off (CTO), as determined by the appointing authority or designee. The scheduling of CTO must be approved in advance by the appointing authority or designee and may be denied based on the need for backfill or emergency needs.

f. Employees may accumulate up to eighty (80) hours of CTO.

g. Employees may request a cash-out of forty (40) hours of accrued CTO time at the regular rate of pay to be paid on or before the first paycheck in November. Employees must request the cash-out on or before September 10th.

h. The City shall not adjust a regular workweek schedule during said workweek to avoid payment of overtime.

4. HOURS OF WORK

a. The workweek for career Park Safety Ranger Assistants, Park Safety Rangers and Park Safety Ranger Supervisors ("employees") will begin at 12:01 a.m. Saturday, and end at 12:00 midnight the following Friday. The employees' workweek will consist of forty (40) working hours during that seven (7) day period.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays (four/ten) or five (5) eight (8) hour workdays, or a 9-80 workweek consisting of eight (8) nine (9) hour work days, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. Every effort will be made to schedule such workdays consecutively and avoid back-to-back workweeks.

c. Employees, except those on a straight ten (10) hour workday, will take an unpaid meal period of thirty (30) minutes which may be scheduled generally in the middle of the work shift. Employees who are scheduled to work a four/ten will have a forty (40) minute paid meal period.

5. SHIFT AND VACATION BID AND ASSIGNMENT

a. Rangers who have completed their probationary period will bid for shift, days off and vacation based on classification seniority. Management may deviate from seniority for just cause. Annual shift, days off and vacations bids will be scheduled during the month of October preceding the effective year of the bid. Assignments may be moved based on operational need.

b. Assignments will be posted fourteen (14) days prior to filling a position. Rangers who have completed their probationary period may request a transfer. The announcement of an assignment to be filled will include the nature and duration of the assignment, shift and days off, and criteria to be used in filling the position. The selection will consider skill, ability, training, experience, work performance, and all other things being equal, seniority will prevail.

6. UNIFORMS

Effective Month Day, 2011, the City agrees to reimburse Rangers in the amount of thirty dollars (\$30.00) bi-weekly for regulations items of uniform and personal equipment that the City requires to be worn as a condition of employment.

7. CALL-BACK

a. When an employee is called back to work after leaving his/her assignment at the end of the day and prior to the start of his/her next regularly scheduled shift, the employee shall be compensated as follows:

- (1) for additional work, consisting of normal Ranger activities, a minimum of four (4) hours pay at the overtime rate.
- (2) for all other assignment purposes, a minimum of two (2) hours pay at the overtime rate.

b. Call-back pay is not applicable to scheduled overtime.

8. INCENTIVES

a. Effective Month Day, 2011, an employee in the classification of Park Safety Ranger or Park Safety Ranger Supervisor with a bachelors degree (BA or BS) or higher from a college or university accredited by one or more of the accreditation entities approved by the City of Sacramento Department of Human Resources shall receive an educational incentive of five percent (5%) above base salary.

b. Effective Month Day, 2011, an employee in the classification of Park Safety Ranger or Park Safety Ranger Supervisor with an associate's degree (AA or AS) or higher from a college or university accredited by one or more of the accreditation entities approved by the City of Sacramento Department of Human Resources shall receive an educational incentive of two and one-half percent (2.5%) above base salary.

c. An employee is eligible for only one of the above educational incentives.

d. The educational incentive shall be effective in the pay period following presentation of the certificate of degree from the institution to the Senior Personnel Transactions Coordinator in the Parks and Recreation Department.

e. Educational Incentives are additive, and therefore not compounded with any other type of pay.

f. Employees must have completed probation before receiving an educational incentive.

9. ON-CALL

a. Effective the pay period following approval of the agreement by the City Council, Rangers who are designated as "on-call" by their supervisor shall be paid a daily rate of thirty dollars (\$30.00) in addition to regular compensation.

b. In exceptional circumstances, with the approval of the supervisor of the employee to be contacted, the City will pay the on-call daily rate to employees who are called when off-duty (but not designated as "on-call") and who are required to spend more than thirty (30) minutes providing advice to an on-duty employee.

10. OUT-OF-CLASSIFICATION PAY

a. When a vacancy arises above the level of Park Safety Ranger, or when an employee above the level of Park Safety Ranger is absent or unavailable for his/her regularly assigned duties, an employee may be temporarily assigned in writing by management to perform substantially all the duties of the higher classification until such time as the absent or unavailable employee returns or the vacancy is filled. The employee so temporarily assigned shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary he/she received prior to the out-of-classification assignment.

b. Substantially performs means actively engaged in the supervisory functions of the Park Safety Ranger Supervisor or higher (**e.g.**, disciplinary action, employee counseling and review, managing and directing employees, laying out and planning work activity). In and of itself, performing any one of the above tasks does not lend itself to **qualifying for** out-of-classification pay.

c. Eligibility for out-of-classification assignment shall be limited to a Park Safety Ranger on a promotional list. In instances where there is no one on a current eligible list, out-of-classification assignments shall be made at the discretion of management.

11. TRAINING OFFICER PAY

a. Rangers who are designated by management to perform Training Officer (TO) functions will be paid seven percent (7%) for each hour of that assignment.

- b. TO pay is additive and is not compounded with any other type of pay or educational incentive.

12. COURT OVERTIME

When a Ranger is subpoenaed to appear in court and is not scheduled to be on duty during the time of his/her appearance, upon reporting to the court the Ranger will receive a minimum of two (2) hours pay at time and one-half, or the actual time spent in court, whichever is greater.

13. VEST VOUCHERS

- a. Effective as soon as practicable, Rangers will be authorized, as necessary, to purchase a bullet proof vest.

- b. Effective August 23, 2010 employees authorized to purchase new vests will be provided with a voucher that has a maximum value of \$729.00, including tax.

- c. Employees must purchase a vest using the following criteria:

- (1) Vests may only be purchased from Department-approved vendors.
- (2) Vests must meet, or exceed the specifications of a IIIA vest, as established by the National Institute of Justice.
- (3) Vest costs that exceed the maximum amount of the voucher will be the responsibility of the employee.
- (4) Vouchers have no cash value.

- d. Vouchers will be issued under the following circumstances:

- (1) When a vest needs to be replaced due to work related damage (e.g., gunfire, knife, etc.).
- (2) When the vest reaches its replacement timeframe (normally every five years).
- (3) For new employees.

- e. Vests purchased with a voucher become the responsibility of the employee (e.g., proper sizing, theft or loss, non-work related damage, etc.).

- f. All vests must be returned to the Department when they are no longer being used by the employee (e.g., employee retires, vest needs replacement, etc.). Employees may not keep damaged vests or those that have been replaced due to their five-year expiration.

- g. The Department reserves the right to adjust the value of the voucher on an annual basis within its discretion should the price of approved vests decrease.

- h. This section of this Letter of Understanding may be canceled by either party with thirty (30) calendar days notice. If either party cancels this section, the remainder of this Letter of Understanding shall remain in full force and effect.

14. BEREAVEMENT LEAVE

An employee may receive up to three (3) days of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as authorized by Civil Service Rule 16, Sick Leave, for additional time off to attend to other death, bereavement or funeral needs.

15. LAYOFFS, RECALL and SENIORITY

a. Procedure

In the event of a layoff, an employee who is displaced from the classification of Park Safety Ranger Supervisor shall be entitled to downgrade to Park Safety Ranger, provided that the downgrading employee has greater City service seniority. The displaced employee shall then be laid off.

b. Non-Career Employees

- (1) When a layoff is to occur within the Ranger classifications, all non-career employees shall be laid off first.
- (2) Non-career employees will be laid off in the order provided by established Parks and Recreation department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees will be laid off in such order as the Department Head will provide. In no event will a career employee suffer a layoff until all non-career employees have been laid off.

c. Recall of Non-Career Employees

A non-career employee (+1040) laid off as described above will have recall rights back to the job classification from which he/she was laid off for a period of two (2) years. The order of recall will be as provided in established Parks and Recreation department procedures. If such procedures have not been established on the effective date of this Agreement, non-career employees will be recalled in such order as determined by the Department Head. No such non-career employees will be hired or recalled to a position until such time as all career employees have exhausted or lost their recall rights back to that position. Non-career employees (-1040) will have no recall rights.

d. Seniority

- (1) If two or more employees have an equal amount of classification seniority, the senior employee will be determined on the basis of greater City service seniority. If two or more employees have an equal amount of City service seniority, the senior employee will be determined on the basis of greater hire date seniority, or by lowest random number in the event of a tie.
- (2) A seniority list will be made available to the Association on the first working day in September of each year, and after review with the Association, said list will be posted by the Parks and Recreation Department.

16. APPEAL OF FORMAL DISCIPLINE ABOVE A LETTER OR REPRIMAND

The hearings will be conducted pursuant to Rule 12 of the Rules and Regulations of the Civil Service Board. The arbitrator may only sustain, modify or deny the discipline that is being appealed.

17. PART-TIME OPTION FOR RANGERS

a. General

Employee participation is voluntary and subject to the Department's approval.

b. 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:

- (1) Scope. Section 2.1. This policy will apply to eligible employees in the Rep Unit 02, as outlined in the Program Participation section of this agreement.
- (2) Holidays. Section 5.2.b. Holidays will be accrued in accordance with the labor agreement on a pro-rated basis. Subsections 5.2.b.2-3 will not apply as Rangers do not observe City Holidays.
- (3) Seniority. Section 8.1. Calculation: Permanent part-time employees receive 100% classification seniority. City seniority is still calculated at 50%.

c. 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.

d. Program Participation

- (1) A Part-Time assignment will be available to employees assigned to Patrol, and to employees assigned to other positions outside of Patrol, as determined by management, if the employee is:
 - Permanent;
 - Active in the classification of Park Safety Ranger Assistant or Park Safety Ranger;
 - Has three (3) years classification seniority. However, approval of the Director of Parks and Recreation can be substituted for classification seniority.
- (2) Management will determine the number of part-time positions on an annual basis.
- (3) Management will notify all active participants of any available part-time assignments outside of Patrol.
- (4) Selection for part-time assignments outside of Patrol will be in accordance with current transfer selection practices.
- (5) Employees working a part-time assignment 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.

e. Sign-ups

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

f. 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.

g. Court Overtime

If an employee, on his/her scheduled day off, is subpoenaed to appear in court, upon reporting to the court, the employee 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. If an employee is scheduled to work, and is subpoenaed to appear in court before or after his/her shift, upon reporting to the court, the employee 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.

h. Call-Back

If an employee, on his/her scheduled day off, is called back to work, the employee will receive a minimum of four (4) hours pay at the applicable rate. If an employee is called back to work prior to the start of his/her next regularly scheduled shift, the employee will be compensated for the actual time worked or a minimum of two (2) hours, whichever is greater, at the applicable rate of pay.

i. Continuing Professional Training (CPT)

Employees 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.

j. 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

k. 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.

l. Termination

A part-time assignment 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 assignment 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 immediately revert a part-time employee's schedule to full-time.

Employees who elect to vacate a part time assignment during the year will be placed in a full time assignment at management's discretion based on the needs of the division. Placement will be permanent until the next sign up opportunity.

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,

Gus Vina
Interim City Manager

AGREED TO:

Brent J. Meyer, President
Sacramento Police Officers Association

Approved as to form
Dated: February 1, 2011

Brett M. Witter
Supervising Deputy City Attorney