

TO: James L. App, City Manager
FROM: Dennis Fansler, Management Analyst
SUBJECT: Wage & Benefit Agreements
DATE: November 16, 1999

NEEDS: For the City Council to consider new wage and benefit agreements with staff represented by the Police Officers Association (POA)

- FACTS:**
1. The city is obligated under State law to meet and confer with its employee groups to discuss wages, benefits, terms and conditions of employment.
 2. The City Council authorized its bargaining agents to so meet and confer the POA.
 3. The POA has ratified a tentative agreement which would establish a 36 month contract effective April 1, 1999.
 4. The agreement includes annual wage adjustments, each of the three years, for dispatchers, police officers and Sergeants.

**ANALYSIS &
CONCLUSION:**

Labor market studies have shown that the police officer salaries are and have been escalating at a fairly rapid rate. Wage adjustments included in this agreement will bring the POA represented staff to within 3% of the defined labor market. The agreement also addresses and corrects class compaction that has been a challenge for many years.

**POLICY
REFERENCE:**

California Government Code, Municipal Code Sec. 2.40.030(c), and Resolution No. 97-129 Police.

FISCAL IMPACT: FY00 \$112,600, FY01 \$129,700, FY02 \$103,000

- OPTIONS:**
- A. Adopt Resolution 99-xxx Amending Compensation and Benefit Plan for staff represented by the POA effective April 1, 1999 - March 31, 2002
 - B. Direct modifications to the proposal and authorize City Manager to meet and confer with groups regarding changes.
 - C. Amend, modify or reject the options above.

RESOLUTION N0.99-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AMENDING THE COMPENSATION AND BENEFIT PLAN
FOR POLICE OFFICER ASSOCIATION REPRESENTED WORKERS
EFFECTIVE APRIL 1, 1999 - MARCH 31, 2002

WHEREAS, the Government Code of the State of California prescribes a procedure for discussing and resolving matters regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the Paso Robles Municipal Code Section 2.40.030(c) provides that appointive officers and employees shall receive such compensation as may be fixed by resolution of the City Council; and

WHEREAS, Resolution 97-129 did establish and set forth salaries and benefits for P.O.A. represented workers; and

WHEREAS, the workers and City representatives did meet and confer and reach tentative agreements concerning amendments to the compensation and benefit Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that the City Manager is authorized to execute a Memorandum of Understanding with the Police Officers Association represented workers effective April 1, 1999 through March 31, 2002.

AND, BE IT FURTHER RESOLVED that the City Manager is authorized to appropriate FY00 \$112,600, FY01 \$129,700 and FY02 \$103,000 from unappropriated general and enterprise fund revenues.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 16th day of November, 1999, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane J. Picanco, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF EL PASO DE ROBLES
AND
THE PASO ROBLES POLICE ASSOCIATION

April 1, 1999 - March 31, 2002

1. **RECOGNITION**

As provided in the City of Paso Robles (hereinafter "City") Resolution No. 2030, dated April 5, 1976, City recognizes the Paso Robles Police Association (hereinafter "Association") as the representative of the employees in the Law Enforcement Unit (hereinafter "Unit") on classifications as listed in Section 5 (Salaries).

2. **TERM**

The term of this Agreement shall be (36) months, commencing April 1, 1999 and shall remain in effect until March 31, 2002; and also from year to year thereafter unless and until one of the parties fulfills the conditions of Section 3, Renegotiations.

3. **RENEGOTIATIONS**

The Association shall present its request for a new agreement by December 15, 2001. Meeting and conferring shall commence no later than January 15, 2002.

4. **PAYCHECKS**

During the term of the Memorandum of Understanding, the City will pay regular checks on a bi-weekly basis. Regular checks shall be available at the end of each shift, but not before noon, on the Friday one week following the end of each pay period.

The City will make every reasonable effort to correct pay check errors as soon as possible. When pay checks are issued on a Friday, employees shall be given the opportunity to see or be told the amount of their pay check at noon in order to have a reasonable time to have errors corrected. The foregoing shall not be interpreted to allow any disruption of normal work schedules and/or procedures.

5. **SALARIES**

Unit classifications shall be assigned to salary ranges as presented in Appendix A. These salary ranges represent a realignment of unit classifications as well as agreed upon salary increases. Included in Appendix A is a description of the realignment as well as a listing of the revised step placement by name of affected employee. Step advancement for individuals reduced a step due to this salary schedule restructuring shall be eligible for step

advancement as follows:

<u>Years at top step effective 4/99</u>	<u>Eligible for Increase</u>
5 years or more	10/99
3 or more but less than 5	12/99
1 or more but less than 3	2/00
Less than 1	4/00
Step 5 after 4/99	Regular anniversary date

- A. Retroactive compensation to the April, 1999 date shall be made in a separate check to each employee at or before the second pay date following Council adoption of this agreement.
- B. Salary ranges shall be divided into a five (5) step range. Eligibility for step advancement shall be upon six (6) months of satisfactory service between the first and second steps and thereafter twelve (12) months of satisfactory service at the previous step.

6. **EDUCATION**

- A. **Education Incentive.** Educational incentive payments shall be made for POST certificates only. Amounts payable shall remain unchanged. Individuals currently receiving educational incentive payments for college degrees shall continue to receive the amounts paid until such time as they qualify for equal or greater payments for POST certificates. The educational incentive program is attached as Appendix II.
- B. **Education Incentive for Dispatchers.** Dispatchers who obtain and maintain an Emergency Medical Dispatcher (EMD) and CPR certifications will receive an additional stipend of \$50 per month.
- C. **Educational Reimbursement Policy.** The educational reimbursement policy shall be amended to be consistent with the Citywide Policy revision: the maximum annual reimbursement shall be increased to \$500.00. Other provisions of the Educational Reimbursement Policy shall remain unchanged for the term of the agreement.

7. **OVERTIME**

- A. All authorized time worked in excess of forty (40) hours per calendar week shall be compensated at the rate of time-and-one-half. All paid time off shall be considered time worked for overtime compensation purposes. Overtime of less than eight (8) minutes in any workday shall not be included in determining the total number of

hours worked. Thereafter, overtime shall be computed to the nearest fifteen (15) minutes.

At the request of any employee eligible for overtime pay, the Chief of Police may provide that in lieu of cash payment for any overtime, the employee may be allowed time-and one-half off with pay for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and the Chief of Police. Employees may accrue a maximum of one-hundred-twenty (120) hours of compensatory time. In the event that such time off is not taken by the employee, he/she shall be given cash payment for the overtime hours worked at the time-and-one-half overtime rate based on the employee's regular rate of pay.

- B. Individuals assigned as Canine Officers shall receive three (3) hours of overtime for each week of canine duty. This payment is in recognition of the additional duties and responsibilities involved in being a canine officer. Employees shall not spend more than three (3) hours per week of overtime on canine responsibilities without the express direction of the Chief of Police or his designee.

8. **PHYSICAL FITNESS PROGRAM**

The City agrees to provide a \$50 per month incentive for those unit personnel who successfully pass the advanced physical fitness program (based on the 1997/1998 standards) - The standards will be pre-approved by the Chief of Police; there will be semi-annual testing. This program is voluntary and employees will participate on their own time without compensation from the City and no IOD ("injury on duty") claims (injuries incurred) while participating in the program will be honored. Failure to pass semi-annual test will result in discontinuing of monthly incentive pay.

9. **UNIFORMS**

The uniform allowance shall be paid at the annual rate of Eight Hundred Dollars per year for the Police Department Unit as defined by Resolution No. 2008, Section 9, which is for the complete maintenance and replacement of pants, shirts, hat, and jacket. If said employees, during the normal course of their duties, are involved in an incident within their scope of employment wherein their personal property or equipment is damaged, destroyed, or taken as a direct result of the incident, the employee may request the Chief of Police to investigate the facts surrounding the incident. If the Chief of Police is satisfied that the facts of the incident occurred within the scope of employment, and the employee was exercising good judgment at the time of the incident, he shall forward to the City Manager a report recommending just compensation and upon approval of the report by the City Manager, he shall order payment.

Newly hired employees shall be advanced one year's uniform allowance. Annual payments shall commence with the second year of employment. Newly hired employees leaving the City service prior to the completion of their first year shall return all uniform items purchased with the uniform allowance.

Individuals shall not be allowed to borrow against uniform allowance payments.

Uniform payments shall be paid by separate check at the final pay date of each calendar year.

10. **HOLIDAYS**

Employees shall receive credit for holidays at the rate of one (1) 8-hour day per month for a total of twelve (12) holidays a year. Employees may accumulate up to forty (40) hours of holiday time; employees may receive holiday time off at their request subject to the approval of the Department Head. Staffing needs of the department and the efficient operation of the City shall be considered prior to granting holiday time off. Holiday time accrued in excess of forty (40) hours and not taken off by the employee shall be paid off at straight time, on an hour-for-hour basis.

11. **SICK LEAVE**

All eligible employees shall accrue one (1) working day (8 hours) of sick leave with pay for each month of service with unlimited accumulation.

- A. **Absence Requirements.** Sick leave with pay shall only be granted upon the recommendation of the Chief of Police in case of bona fide illness or disability, or in the event of illness or death of a relative (meaning spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage). In the latter case, allowable sick leave shall not exceed three (3) days but may be granted five (5) days where out-of-state travel is necessary.
- B. **Absence Procedure.** Sick leave may be used only for the reasons described above. If an employee uses sick leave, he/she must follow the absence procedure determined by the Chief of Police.
- C. **Bereavement.** Absence for bereavement pursuant to Section 11.A above, shall not be chargeable to sick leave or other paid leave. Paid bereavement leave shall be granted pursuant to Section 11.A. above.
- D. **Personal Leave.** Effective immediately, an employee may use three (3) sick days (24 hours) per year which shall be designated as "personal leave days". In no case shall personal leave days be taken in excess of three (3) in any one calendar year. Personal leave days shall not be counted against an employee's sick time usage for evaluation purposes.

12. **VACATION**

Vacation leave with pay shall be in accordance with the following schedule:

<u>Yrs of Service</u>	<u>Rate Earned</u>	<u>Vacation Accrual</u>
0 to 3 yrs. *	10/12 per mo.	80 hrs.
4 to 5 yrs. **	12/12 per mo.	96 hrs.
6 to 7 yrs.	14/12 per mo.	112 hrs.
8 to 9 yrs.	16/12 per mo.	128 hrs.

10 to 11 yrs.	18/12 per mo.	144 hrs.
12 & over	20/12 per mo.	160 hrs.

* = From the date of initial employment to the anniversary date concluding the third full year of employment, ten-twelfths (10/12) of a (8 hour) day vacation per month shall be accrued.

**= From the anniversary date concluding the third full year of employment to the anniversary date of the conclusion of the fifth year of employment, twelve-twelfths (12/12) of a (8 hour) day vacation per month shall be accrued and so forth.

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks shall have the option of receiving pay in lieu of time off for one week of the accrued time per year, provided that they are taking one consecutive week of vacation and/or compensatory time off, and including the one consecutive week, will have taken at least two weeks off during the year. Payment shall be made at straight time.

13. **INSURANCE**

A. **Life Insurance.** During the term of this Memorandum of Understanding, the City shall pay to the insurance carrier 100% of all employees' premiums payable. All eligible employees shall be covered by a Thirty Thousand (\$30,000) Dollar coverage plan with double indemnity.

B. **Current Major Medical and Hospitalization Insurance.** The City agrees to pay the following amount toward Preferred Provider Organization (PPO) health care coverage:

Employee Only	\$173.35
Employee plus dependent	\$441.19

The City agrees to pay the following amount toward Health Maintenance Organization (HMO) health care coverage:

Employee Only	\$161.15
Employee plus dependent	\$410.18

The City will modify its maximum dollar contributions above by an amount equal to three quarters (3/4) of any medical premium increases becoming effective during the term of this agreement.

Benefits remain the same as in the previous contract with rates updated for July, 1999.

C. **Dental Coverage.** The City agrees to pay a maximum of Fifty-Four and 61/100 Dollars (\$54.61) per month toward the existing dental coverage. The City will modify its maximum dollar contributions above by an amount equal to three (3/4) of any future dental premium increases becoming effective during the term of this agreement.

D. Vision Coverage. For the term of this Agreement, the City agrees to pay a maximum of Twenty-four and 87/100 Dollars (\$24.87) per month toward the existing vision coverage. The City will modify its maximum dollar contributions above by an amount equal to three-quarters (3/4) of any future vision premium increases becoming effective during the term of this agreement.

14. RETIREMENT

The employees of the City of Paso Robles are currently under the Public Employees Retirement System of the State of California. The contract with P.E.R.S., as approved by the City Council, is for Safety Employees, the 2/50 formula.

Employees shall be allowed, at their expense, to purchase retirement credit for military service time.

Additionally, the City agrees to pay Fifty (\$50) Dollars monthly to the retiree for medical insurance premiums provided that retirees have retired under established P.E.R.S. Benefit package, have a minimum of Ten (10) years City service, and this provision applies to all regular, full-time City employees.

15. PROBATIONARY PERIOD

The probationary period for the Unit, as defined by Resolution No. 2008, Section 9, shall be a eighteen (18) months for newly hired employees and twelve (12) months for promoted employees upon date of ratification and signing of this contract.

16. HOURS OF WORK

All employees in the Police Department Unit will work forty (40) hours per week as scheduled by management, included in such hours, one-half (1/2) hour per shift for the purpose of eating shall be permitted, except as otherwise provided by law, all employees in the City shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours worked. Nothing contained herein shall be construed to prevent the City Council or Chief of Police from scheduling individual employees' rest breaks so as to provide for the proper and efficient administration of the department and functions.

17. DUES DEDUCTIONS

The City agrees to deduct Association dues for employees covered by this Agreement, when authorized in writing by the individual employee concerned, on forms acceptable to the City. It is further understood and agreed that the City shall not be required to deduct said dues or remit same to Association when any employee covered by this Agreement requests, in writing, that City cease such deductions.

It is also agreed that the Association shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with the provisions of this Section. It is further agreed and understood by the parties that dues deduction privileges as set forth in this Section may be revoked by the City if the provisions of Section 26, Peaceful

Performance, are violated by the Association.

18. **USE OF CITY SPACE**

Subject to prior approval of the City, the Association may utilize City meeting room space to conduct Association meetings. Such meetings shall not disrupt the operation of any City department or activity.

19. **UNAUTHORIZED ABSENCE**

Any employee absent from his position without leave for three (3) or more working days without written notification or prior permission of his/her Department Head may be considered to have automatically terminated his/her employment with the City. Such termination may be appealed upon the return of the employee and a final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission.

20. **ASSOCIATION LEAVE**

Unit members will be allowed to contribute accumulated compensatory time off to a special account for the use of Association executive officers. Association officers or their designee may, subject to all normal approvals and restrictions for time off requirements, receive up to forty (40) hours per fiscal year off for attendance at meetings, seminars, etc. on behalf of the Association.

At no time may the Association compensatory time account contain more than a total of one hundred (100) accrued hours.

21. **ACTING WATCH COMMANDER**

Effective with the adoption of this agreement, individuals in the Police Officer classification assigned as Acting Watch Commander shall be paid Ten Dollars (\$10.00) per shift. Payment will be made only upon specific assignment by the Chief of Police or his designee and only when the Watch Commander is absent for four (4) hours of a full shift or longer.

22. **TRAINING PAY**

Effective with the adoption of this agreement, individuals in the classification of Police Officer or Dispatcher who are assigned a Trainee as part of a formal training program shall be paid ten (\$10) dollars per shift. Payment will be made only upon specific assignment by the Chief of Police or his/her designee.

23. **DETECTIVES**

It is mutually understood and agreed that the detectives assignment is made by the Chief of Police on a rotational basis. Reassignment of an individual from detective to patrol or other assignment shall not be considered disciplinary; unless the reassignment is done for disciplinary reasons.

24. **ON CALL PAY - MISCELLANEOUS ASSIGNMENTS**

Standby is that circumstance which requires an employee to: 1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication equipment; and 3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that employees on standby as defined above, are "waiting to be engaged". Court standby shall be treated separately as described below:

- A. **Compensation For Standby:** All covered employees placed on standby shall receive one hour's pay at straight time for each eight hours of standby time, with a minimum of three hours of pay when placed on standby.

25. **ON CALL PAY - COURT ASSIGNMENTS**

Officers may be assigned on call for court appearances by their supervisor. When assigned, the officers: 1) must be immediately available by telephone; 2) must be able to respond to court within thirty (30) minutes; 3) will receive two (2) hours pay at straight time for morning court assignments; and if held over an additional two (2) hours pay for afternoon court assignments.

Officers are responsible for calling in to determine if they have been released from court on-call assignment.

If called to Court, the officer will receive normal compensation for time worked.

26. **ON CALL PAY - DETECTIVE ASSIGNMENTS**

Detectives may be assigned on call responsibility. Assignments may vary, as directed by the Chief of Police or his/her designee, with the assigned individual assuming responsibility for being on call during all off duty hours during the assignment period.

Compensation for Detective standby shall be one (1) hour's pay at straight time per standby day assigned.

It is understood that assignment of detectives to on call responsibility shall be at the sole discretion of the Chief of Police.

27. **GRIEVANCE PROCEDURE**

PURPOSE:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below.
- B. The purpose of this procedure is:
 - 1. to resolve grievances informally at the lowest possible level.

2. to provide an orderly procedure for reviewing and resolving grievances promptly.

DEFINITIONS:

- A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- B. As used in this procedure the term "immediate supervisor" means the individual so designated by the Chief of Police who assigns, reviews and directs the work of an employee.

TIME LIMITS:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

STEP 1:

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

STEP 2:

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
 1. Thirty (30) days after the event of circumstances occasioning the grievance; or
 2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.

- E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

STEP 3:

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the Chief of Police or his designated representative. The employee may be represented by a representative of his/her choice.
- B. The Chief of Police or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the Chief of Police or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

STEP 4:

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.
- B. The determination of the City Council shall be the final and binding step of the grievance procedure.

28. ALTERNATIVE DISPUTE RESOLUTION PROCESS

As an alternative of Step 4 of the grievance procedure and disciplinary appeals to the City Council, excluding termination appeals; employees may elect the following dispute resolution procedure. This procedure shall involve use of an outside hearing officer who shall have final and binding authority to settle the dispute as set forth below.

Hearing Officer

Upon election of the hearing officer option; the City and the employee (or the employees representative shall attempt to mutually agree on an impartial hearing officer. Should the parties fail to reach agreement on selection of a hearing officer within fifteen (15) days; they shall jointly request a list of five qualified hearing officers from the California State Mediation and Conciliation Service. If the mutual selection cannot be made from the list received within five (5) days, the parties shall select the hearing officer by alternatively striking names until only one name remains; that person shall serve as the hearing officer. The party which strikes the first name from the list of hearing officers shall be determined by a toss of a coin.

- 2. In cases where the employee elects the hearing officer option; the City shall bear the cost of the hearing officer. Each side shall bear its own cost of representation; including preparation and post hearing briefs, if any.
- 3. Decisions by hearing officers on matters properly before them shall be final and binding on the parties to the extent permitted by law. No hearing officer shall hear, decide, or make recommendations on any dispute unless the dispute involves matters

within the definition of grievances set forth in the Memorandum of Understanding or discipline as defined by the City's Personnel Rules.

4. No hearing officer shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is in the authority of the City Council or other legislative body or to establish any new terms and conditions of employment. Any order of a hearing officer requiring a City expenditure of more than \$10,000 shall require the approval of the City Council and shall have no force and effect until and unless such Council approval is given. If the City Council does not approve an award pursuant to this section; it shall rehear the matter and issue its own decision on the merits.
5. Election of the hearing officer is in lieu of all other City appeals processes.

29. **SENIOR OFFICER**

Effective with the ratification of this agreement, the Senior Officer classification shall be eliminated. Except as provided herein; specialty assignments will be performed as assigned without additional compensation.

30. **BILINGUAL PAY**

The City agrees to pay One Hundred Dollars(\$100.00) per month per qualified employee to provide bilingual services. Employees shall be required to pass qualifying examinations administered by the City to determine the proficiency for bilingual assignments, and be retested for proficiency every five (5) years. Upon the request of an employee, the City will schedule the test on an annual basis. The City will use a standard proficiency test provided by an outside service that is approved by the Chief.

31. **PEACEFUL PERFORMANCE**

- A. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives shall invite, encourage, or participate in any strike, walkout, slowdown, speed up, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever, either with the Association or with any other person or organization. In the event of work stoppage as enumerated above, the Association, its officers, agents, and representatives shall do everything within their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.
- B. Any employee engaging in or assisting any work stoppage as enumerated above, or refusing to perform duty assigned services in violation of this Section, shall be subject to discipline up to and including termination.

32. **MANAGEMENT FUNCTIONS**

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify, or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee.
6. Determine the location of any new facilities, building, department, divisions or subdivision thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions or subdivisions thereof.
7. Determine service to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods and means of performing work.
10. Determine the size, character, and use of inventories.
11. Determine financial policy including accounting procedure.
12. Determine the administrative organization of the system.
13. Determine the selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.

33. **EMERGENCY**

Nothing herein shall be construed to limit the authority of the City to do whatever it decides is necessary to prepare for or to meet an emergency.

All full-time employees are responsible for reporting to work upon call at all times outside their regular work week for response in time of emergency, civil disorder, or a disaster, and to be compensated for the extra work.

34. **PROVISIONS OF LAW**

It is understood and agreed that this Agreement is subject to all current and future applicable federal, state, and county laws. If any part of this Agreement is in conflict with, or inconsistent with, the above applicable laws or is otherwise held to be invalid or enforceable by any court of competent jurisdiction, such part shall be suspended or superseded by such applicable law and the remainder of this Agreement shall not be affected.

35. **PERSONNEL FILES**

The City concurs that employees of the Department may initiate an appeal to the Chief to remove from their personnel files any notice of deficiency or letter of reprimand not involving serious disciplinary matters (i.e., suspensions, demotions and dismissal) two years from the date that the notice of deficiency was placed in the file. Given that there are no similar occurrences of the deficiency which have occurred within the two year period, the Chief may authorize removal of the negative material.

36. **FULL UNDERSTANDING**

A. It is intended that this Agreement set forth the full and entire understanding of the parties regarding the matters set forth herein and other topics subject to meet and confer and, therefore, any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in its entirety.

B. It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to meet and confer and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

C. Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the City Council.

D. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Final

CITY OF EL PASO DE ROBLES

PASO ROBLES POLICE ASSOCIATION

James App, City Manager

Date

Rob D. Lee

James J. Parker

N. Woods

11/10/99

Date

APPENDIX I

PASO ROBLES POLICE ASSOCIATION
BASE SALARY RANGE

Compensation

Effective upon adoption of this amendment wage rates shall be set in accordance with salary ranges as presented below.

Effective Date 4/1/98

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Senior Officer					
Sergeant	\$3,300	\$3,518	\$3,739	\$3,955	\$4,174
Officer	\$2,759	\$2,933	\$3,110	\$3,284	\$3,459 \$3,667
Dispatcher	\$2,088	\$2,239	\$2,392	\$2,542	\$2,693

Effective Date 4/1/99

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant (297)	\$3,756	\$3,988	\$4,234	\$4,495	\$4,772
Officer(255)	\$3,046	\$3,234	\$3,433	\$3,645	\$3,870
Dispatcher(189)	\$2,193	\$2,328	\$2,471	\$2,623	\$2,784

Effective Date 4/1/00

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant(311)	\$4,028	\$4,276	\$4,540	\$4,820	\$5,117
Officer(263)	\$3,170	\$3,366	\$3,573	\$3,794	\$4,028
Dispatcher(195)	\$2,259	\$2,398	\$2,546	\$2,702	\$2,868

Effective Date 4/1/01

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant(331)	\$4,450	\$4,725	\$5,016	\$5,324	\$5,653
Officer(271)	\$3,299	\$3,502	\$3,719	\$3,949	\$4,192
Dispatcher(201)	\$2,328	\$2,471	\$2,623	\$2,784	\$2,956

**Memorandum of Understanding Between the City of Paso Robles
the Paso Robles Police Association**

Initial		Current Pay	Proposed Pay	Proposed Step	Eligible for increase	Reason
<i>GB</i>	Bollinger, Gary	\$4,174	\$4,495	4	10/1/99	Step
<i>RW</i>	Dana-Woods, Niccola	\$3,955	\$4,234	3	5/16/00	Step
<i>M</i>	Larsen, Michael	\$4,174	\$4,495	4	10/1/99	Step
<i>GA</i>	Silveira, Gary	\$4,174	\$4,495	4	4/1/00	Step
<i>CD</i>	Wenter, Clinton	\$4,174	\$4,495	4	2/1/00	Step

1) In addition to "across the board" salary increases, the current first step has been eliminated and a new fifth step added approximately 6% above the current fifth step. This creates a new/additional merit step (additional increase of 6%) available to all Sergeants. 2) Adjustments to the current salary steps to standardize pay range steps has also increased the new pay rate.

<i>MA</i>	Aschle, Martin	\$3,667	\$3,870	5	N/A	Top
<i>CA</i>	Cantalupo, Carmen	\$3,667	\$3,870	5	N/A	Top
<i>ED</i>	Dobrinin, Edward	\$3,667	\$3,870	5	N/A	Top
<i>RI</i>	Ince, Ricky	\$3,667	\$3,870	5	N/A	Top
<i>TJ</i>	Johnson, Terry	\$3,667	\$3,870	5	N/A	Top
<i>JR</i>	Ramirez, Joe	\$3,667	\$3,870	5	N/A	Top
<i>JK</i>	Tatro, Jon	\$3,667	\$3,870	5	N/A	Top
<i>DT</i>	Torres, David	\$3,667	\$3,870	5	N/A	Top
<i>RV</i>	Velasquez, Robert	\$3,667	\$3,870	5	N/A	Top

Adjustment to standardized pay range steps have positively increased/compounded new pay rate.

<i>KA</i>	Allan, Kevin	\$2,759	\$3,046	1	7/10/99	Step
<i>TR</i>	Biller, Treney	\$3,110	\$3,234	2	6/13/00	Step
<i>DB</i>	Bouffard, David	\$3,459	\$3,645	4	3/22/00	Step
<i>RB</i>	Burton, Robert	\$3,284	\$3,433	3	2/26/00	Step
<i>JC</i>	Cathey, Jerry	\$3,459	\$3,645	4	2/1/00	Step
<i>MC</i>	Chesson, Matthew	\$3,284	\$3,433	3	2/10/00	Step
<i>CH</i>	Chitty, Christopher	\$3,110	\$3,234	2	4/7/00	Step
<i>RG</i>	Degnan, Roger	\$3,459	\$3,645	4	4/1/00	Step
<i>HD</i>	Hackett, Daniel	\$3,284	\$3,433	3	11/15/99	Step
<i>DR</i>	Hartman, Daryl	\$3,459	\$3,645	4	4/1/00	Step
<i>NE</i>	Neall, Nelson	\$2,759	\$3,046	1	9/7/99	Step
<i>DO</i>	Opferman, David	\$3,459	\$3,645	4	10/1/99	Step
<i>TR</i>	Rehner, Tod	\$3,284	\$3,433	3	6/1/00	Step
<i>RR</i>	Rogers, Robert	\$3,459	\$3,645	4	4/1/00	Step
<i>RS</i>	Semic, Randy	\$3,459	\$3,645	4	2/1/00	Step
<i>WS</i>	Seymour, William	\$3,459	\$3,645	4	4/1/00	Step

1) In addition to "across the board" salary increases, the current first step has been eliminated.

The new Senior Officer step becomes the new fifth step.

This new/additional merit step (additional increase of 6%) is available to all officers based on merit.

Adjustment to standardized pay range steps have positively increased/compounded new pay rate.

<i>LM</i>	Morgan, Lorita	\$2,693	\$2,784	5	N/A	Top
<i>TS</i>	Smith, Tara	\$2,088	\$2,193	1	11/16/99	Step
<i>PM</i>	Stewart, Pamela	\$2,693	\$2,784	5	N/A	Top
<i>TS</i>	Serna, Theresa	\$2,088	\$2,193	1	04/17/00	Step

Adjustment to standardized pay range steps have positively increased/compounded new pay rate.

Rick Ince *Rick Ince*

Nicki Woods

13-28

APPENDIX II

EDUCATIONAL INCENTIVE PROGRAM

A. PURPOSE

The purpose of the Educational Incentive Program is to provide an incentive plan for career law enforcement personnel to undertake, on their own time and at their own expense, educational efforts which will improve their law enforcement skills and knowledge through accredited educational facilities and to provide a system of recognition for those persons obtaining those educational goals. It is not the intent of the Program to substitute education for performance, rather it is to encourage additional achievement which can be translated into a higher level of performance.

B. OBJECTIVES

1. To upgrade the educational level of law enforcement personnel of the Paso Robles Police Department on a continuing basis to insure high quality law enforcement service.
2. To provide an additional attraction for qualified individuals at the entry level who have an interest in law enforcement as a career.
3. To provide an additional inducement to those qualified personnel to improve themselves throughout their career.
4. To promote better qualified officers to supervisory and administrative positions.

C. SCOPE

Employees who have completed their first probationary period with the Paso Robles Police Department and who are occupying regular full-time positions in the classifications of Police Sergeant, and Police Officer are eligible to participate in the Educational Incentive Program.

D. EDUCATIONAL INCENTIVE ALLOWANCE

1. Employees found eligible for participation in this program and possessing the Peace Officers Standards and Training Intermediate Certificate or an Associate of Arts or Associate of Science degree from an accredited two-year college in a field approved by the Educational Incentive Committee will be eligible to receive an additional Fifty Dollars (\$50.00) per month compensation beyond their regular base salary.
2. Employees found eligible for participation in this program and possessing a Bachelor of Arts or Bachelor of Science degree from an accredited four-year college in a field approved by the Educational Incentive Committee or the Peace Officers

Standards and Training Advanced Certificate will be eligible to receive an additional One Hundred Dollars (\$100.00) per month compensation beyond their regular base

salary.

3. At such time as the Intermediate or Advanced Peace Officers Standards and Training Certificate or an Associate of Arts or Associate of Science degree or a Bachelor of Arts or Bachelor of Science degree is included in the minimum qualifications for one or more of the eligible classes, employees in those classes shall no longer be eligible for the additional compensation, provided that said employees shall be entitled to the Educational Incentive Allowance set forth in Section D, paragraph 1 and 2, herein during such time or times as they shall meet the continuing eligibility requirements set forth in Section F herein, and further provided that said employees were permanent full-time sworn employees of the Paso Robles Police Department and held positions in the affected class or classes on or before July 1, 1981.

E. PROCEDURE FOR ESTABLISHING INITIAL ELIGIBILITY

1. Law enforcement officers who possessed the (appropriate) Peace Officers Standards and Training Advanced Certificate on July 1, 1976, and submit such certificate to the Chief of Police and the Educational Incentive Committee for verification shall be deemed to have established initial eligibility for an Educational Incentive Allowance as of July 1, 1976.
2. Law enforcement officers who possessed or have satisfactory evidence of completion of the requirements for an Associate of Arts or Associate of Science degree or a Bachelor of Arts or Bachelor of Science degree on July 1, 1976, and who submit such degrees or a letter from the educational institution evidencing satisfactory completion of the requirements leading to such degrees to the Chief of Police and Education Incentive Committee for verification shall be deemed to have established initial eligibility for an Educational Incentive Allowance as of July 1, 1976.
3. Employees qualifying for an initial or increased allowance because of changes in the program effective July 1, 1981, shall follow the procedures in E.1. or E.2. as appropriate to establish initial eligibility.
4. If an employee possesses a valid California State Commission on Peace Officers Standards and Training Advanced or Intermediate Certificate and possesses an Associate of Arts or Associate of Science degree or a Bachelor of Arts or Bachelor of Science degree, he shall be entitled to receive compensation for only one of those achievements.
5. After July 1, 1976, (or July 1, 1981 due to program revisions), law enforcement officers who attain the requisite Peace Officers Standards and Training Certificate or requisite educational degrees or who have satisfactory evidence of completion of the requirements leading to the degrees shall submit satisfactory completion of the requirements leading to the degree to the Chief of Police and the Educational Incentive Committee, which shall meet in the last month of each quarter of each fiscal year to approve payment of the Educational Incentive Allowance and review policies and procedures. Establishment of initial eligibility for an Educational

Incentive Allowance entitles the employee to receive the Educational Incentive Allowance through June 30th of that fiscal year. In no event shall initial eligibility continue for more than one year.

6. After July 1, 1976 (or July 1, 1981), employees who intend to establish initial eligibility for any of the Educational Incentive Allowance payments shall notify the Chief of Police and the Educational Incentive Committee of their intention to establish initial eligibility no later than June 15th of the fiscal year preceding the fiscal year in which the initial eligibility shall be established. Failure to notify the Chief of Police and the Educational Incentive Committee shall preclude that employee from receiving an Educational Incentive Allowance during the next fiscal year.

F. **PROCEDURE FOR ESTABLISHING CONTINUING ELIGIBILITY**

1. Employees must present evidence of successful completion of the annual approved education or approved training requirement by June 15th of each year to be entitled to receive an Educational Incentive Allowance during the next fiscal year (July 1 - June 30). The annual education and training requirements are: Completion of three (3) semester units or four and one half (4.5) quarter units of college-level work or equivalent training (with 20 training hours equaling one (1) semester unit) approved by the Educational Incentive Committee. To forestall any problems or disapproval of courses or training, employees who are pursuing continuing eligibility should submit a list of the college courses and/or training to be undertaken along with a brief description thereof to the Educational Incentive Committee so that approval of the courses or training may be given prior to its undertaking or completion. In addition, all courses used to establish continuing eligibility shall represent a logical progression of the employee's educational goals and shall not be a repetition of any course used to establish initial eligibility or previous continuing eligibility. Service as a qualified instructor for any of the above college courses or approved training may be substituted on a unit-for-unit or hour-for-hour basis.
2. Satisfactory completion of college-level courses shall mean that the employee must receive at least a grade of "C" or better for the course when the course is graded with differential grades.
3. Satisfactory completion of training shall mean certificate of completion by the instructor.
4. All courses and training that are applied to this program shall have been taken on the employee's own time and not at the City expense. The City will, however, provide City cars, when available, for travel to local classes. If cars are not available, mileage-reimbursement will be paid.
5. Employees who become eligible for an increase in the amount of their Educational Incentive Allowance by reason of increased educational level or an additional Peace Officers Standards and Training Certificate shall notify the Chief of Police and the Educational Incentive Committee of their intention to apply for an increase in the amount of their Educational Incentive Allowance by June 15th of the fiscal year

preceding the fiscal year in which the increased eligibility will be established.

Failure to notify the Chief of Police and Educational Incentive Committee shall preclude that employee from receiving the increased amount of the Educational Incentive Allowance during the next fiscal year.

G. **EDUCATIONAL INCENTIVE COMMITTEE**

1. The composition of the Educational Incentive Committee shall be as follows: Chief of Police (or his designated management representative), an employee selected by the Paso Robles Police Association, City Manager (or his/her designated representative), and the Personnel Officer (or his/her designated representative).
2. The Educational Incentive Committee shall meet in the last month of each quarter of each fiscal year to approve payment of the Educational Incentive Allowances and to review policies and procedures. At least three members must be present to conduct business, and any decision must have the concurrence of three members. For the purpose of approving or disapproving payment of an Educational Incentive Allowance, the Educational Incentive Committee shall review all applications using the criteria set forth in this Program. In addition, the Educational Incentive Committee shall approve specific degrees, degree fields, undergraduate courses, graduate courses and training only upon finding that they are law enforcement related or of benefit to the employee, the Police Department, the law enforcement profession, and the City of Paso Robles.

In the last month of each quarter of the fiscal year, the Educational Incentive Committee shall forward to the City Manager, with its recommendation(s), all applications for an Educational Incentive Allowance. The City Manager shall have final authority for approving or disapproving payments under this Program, subject to appeal to the City Council. The City Manager shall have mailed a written notice of disapproval to any applicant, who may appeal the decision to the City Council. The City Manager shall have mailed a written notice of disapproval to any applicant, who may appeal the decision to the City Council. The request for a hearing on the appeal must be in writing and must be received by the City Council within 15 days of service of the notice of disapproval.

The Educational Incentive Committee shall advise the City Manager by April 15th of the estimates of the total budget allocation requirement for the next fiscal year.

3. The Educational Incentive Committee shall develop such request, reporting and notification procedures as are necessary for the successful functioning of this Program. These procedures may include the pre-notification of possible eligibility for an Educational Incentive Allowance and requests for tentative approval of courses and degree fields for both initial eligibility and continuing eligibility, provided that failure to give such notice or tentative approval shall not operate to establish eligibility for any person who has not complied with the substantive and

procedural requirements of the City Ordinance and Resolutions of the City Council.

H. **EDUCATIONAL INCENTIVE ALLOWANCE PAYMENTS**

With the exception of those employees who were employed and who were eligible as of July 1, 1976 (July 1, 1981 due to program changes), for an Educational Incentive Allowance, the City Manager shall certify and Educational Incentive Allowance approval to the City Treasurer for payment beginning on the first day of the next pay period following the date of approval by the Educational Incentive Committee of an employee's request for an Educational Incentive Allowance.

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