

TO: James L. App, City Manager

FROM: Meg Williamson, Assistant to the City Manager

SUBJECT: Wage and Benefit Agreements for S.E.I.U., P.O.A., Unrepresented Confidential, Professional and Management, and Part Time Employees

DATE: July 5, 2006

NEEDS: For the City Council to consider new wage and benefit agreements with workers represented by the Service Employees International Union (S.E.I.U.), the Paso Robles Police Association (P.O.A.), Unrepresented, Confidential, Professional and Management, and Part Time employees.

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 with the employee bargaining groups.
3. Two of the City's three organized labor groups (S.E.I.U. and P.O.A.) have ratified tentative agreements to establish 4-year contracts effective April 1, 2006. The Unrepresented Confidential, Professional and Management Employees have also accepted a four year tentative labor agreement.
4. The S.E.I.U. agreement includes an annual salary adjustment each of the four years, along with market equity adjustment for certain job classifications, a provision for limited City participation in employee initiated deferred compensation retirement program, and minor clarifications to several areas of existing language.
5. The City conducted a Classification Study of all non-safety personnel. That study was accepted by S.E.I.U.
6. The Classification Study establishes a framework for how work is organized. The S.E.I.U. pay structure is framed around the Classification Study; therefore, the adoption of that Classification Study is presented in conjunction with the labor contract.
7. The P.O.A. agreement includes semiannual salary adjustments for each of the four years, along with modification of the pay structure for educational certifications.

8. The Unrepresented Confidential, Professional and Management agreement includes annual salary adjustments only.
9. Part Time employees are not subject to the meet and confer process. The Part Time employee salary schedule is also presented at this time to reflect an appropriate relationship with modifications in the SEIU contract.
10. The contract terms for PERS retirement, health coverage, dental and vision remain the same in the subject labor agreements.

ANALYSIS &

CONCLUSION: The S.E.I.U. and P.O.A. bargaining groups have ratified tentative agreements, and the Unrepresented Confidential, Professional and Management Employees have accepted an agreement that will establish pay and benefits comparable to the City's existing and changing labor market, and that will internally align the pay relationships within the City work force.

POLICY

REFERENCE: California Government Code, Municipal Code Sec. 2.40.030(c), and Resolution 02-140 (S.E.I.U.), Resolution 02-157 (P.O.A.), Resolution 02-175 (Unrepresented Confidential, Professional and Management Employees), and Resolution 02-190 (Part Time Workers).

FISCAL

IMPACT: Costs of the contract are within established negotiating parameters established by City Council.

OPTIONS:

- a.** For the City Council to adopt Resolution No. 06-XX
 1. Approving the Classification Study prepared by Koff & Associates dated April 2006; and
 2. Amending the Compensation and Benefit Plans for S.E.I.U., P.O.A., the Unrepresented Confidential, Professional & Management employees, and the Part Time employees, effective April 1, 2006 to March 31, 2010.
- b.** Amend, modify or reject above option.

Attachment:

1. Resolution approving the Koff Classification Study and amendments to Compensation and Benefit Plans for S.E.I.U., P.O.A., Unrepresented Confidential, Professional & Management Employees, and Part Time Employees

RESOLUTION NO. 06 –

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPROVING THE CLASSIFICATION AND COMPENSATION STUDY FOR NON-
SAFETY PERSONNEL AND AMENDING THE COMPENSATION AND BENEFIT
PLANS FOR S.E.I.U., P.O.A., UNREPRESENTED CONFIDENTIAL,
PROFESSIONAL AND MANAGEMENT EMPLOYEES
AND PART TIME WORKERS
EFFECTIVE APRIL 1, 2006 – MARCH 31, 2010

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 received such compensation as may be fixed by resolution of the City Council; and

WHEREAS, Resolution 02-140 did establish and set forth salaries and benefits for the Service Employee International Union Local 620 (S.E.I.U) represented workers; and

WHEREAS, Resolution 02-140 required the completion of Classification and Compensation Study of all non-safety positions; and

WHEREAS, Resolution 02-157 did establish and set forth salaries and benefits for the Paso Robles Police Association (P.O.A.) represented workers; and

WHEREAS, Resolution 02-175 did establish and set forth salaries and benefits for Non-represented Confidential, Professional and Management workers; and

WHEREAS, Resolution 02-190 did establish and set forth salaries for part time workers; and

WHEREAS, the workers in the respective groups of S.E.I.U. , P.O.A. and the Unrepresented Confidential, Professional and Management group, did meet and confer with representatives of the City and reached tentative agreement concerning amendments to the compensation and benefit plan; and

WHEREAS, the City endeavors to properly organize its work, effectively deploy its workforce, and fairly compensate City workers;

NOW, THEREFORE, LET IT BE RESOLVED by the City Council of the City of El Paso de Robles that the Classification Study prepared by Koff & Associates dated April, 2006 is approved herein and attached as Exhibit A; and

NOW, THEREFORE, LET IT BE FURTHER 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 Service Employees International Union (SEIU) represented workers effective April 1, 2006 through March 31, 2010 attached hereto as Exhibit B and included herein by reference; and

NOW, THEREFORE, LET IT BE FURTHER 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 Paso Robles Police Association (POA) represented workers effective April 1, 2006 through March 31, 2010 attached hereto as Exhibit C and included herein by reference; and

NOW, THEREFORE, LET IT BE FURTHER RESOLVED by the City Council of the City of El Paso de Robles that the Unrepresented Confidential, Professional and Management Employees Compensation and Benefit Plan is hereby amended as provided in Exhibit D, attached hereto, and included herein by reference, effective April 1, 2006 through March 31, 2010; and

NOW, THEREFORE, LET IT BE FURTHER RESOLVED by the City Council of the City of El Paso de Robles that the Part Time Workers Classification and Compensation Plan is hereby amended as provided in Exhibit E, attached hereto, and included herein by reference, effective April 1, 2006 through March 31, 2010.

PASSED AND ADOPTED by the City Council of the City of el Paso de Robles this 5th day of July, 2006 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor Frank R. Mecham

ATTEST:

Deborah D. Robinson, Deputy City Clerk

Exhibit A

Classification Study
prepared by Koff & Associates
April, 2006

**FINAL REPORT
Of The
CLASSIFICATION
AND
TOTAL COMPENSATION STUDY
For The
CITY OF PASO ROBLES**

**VOLUME I
CLASSIFICATION**

April 2006

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**FINAL REPORT
Of The
CLASSIFICATION AND TOTAL COMPENSATION STUDY
For The
CITY OF PASO ROBLES**

**VOLUME I
CLASSIFICATION**

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**FINAL REPORT
Of The
CLASSIFICATION AND TOTAL COMPENSATION STUDY
For The
CITY OF PASO ROBLES**

**VOLUME I
CLASSIFICATION**

BACKGROUND

In the Spring of 2005, the City of Paso Robles contracted with Koff & Associates, Inc. to conduct a classification and total compensation study for all City staff. This study was precipitated by several factors:

- The concern of management and the City Council that employees should be recognized for the level and scope of work performed and that they are paid on a fair and competitive basis that allows the City to recruit and retain a high-quality staff;
- The fact that class descriptions had not been systematically reviewed and updated and did not necessarily reflect current programs, responsibilities and technology;
- The desire to evaluate and potentially expand a broad-band classification system; a salary structure that combines many pay ranges into fewer, wider ranges, or “pay bands.” Within these pay bands are expanded, more generally defined job classifications. Bands group jobs with similar duties, responsibilities, and levels of accountability.
- The desire to have a classification and compensation plan that can meet the needs of this entrepreneurial City;
- The desire to ensure that internal relationships of salaries are based upon objective, non-quantitative evaluation factors, resulting in equity across all City departments.

A total of 104 full-time positions were studied in 29 classes.

CLASSIFICATION STUDY GOALS

The goals and objectives of the classification portion of the study were to:

- Obtain detailed information regarding each position through a variety of techniques, including written Position Description Questionnaires and interviews with employees, supervisors and management;
- Prepare an updated classification plan, including recommended class descriptions, position allocations, and broad-band classes, that recognizes the scope and level of the various classes and positions, allows for organizational change to increase customer service levels and cost effectiveness and is perceived equitable by management and employees alike;
- Provide class descriptions and other documentation that includes information required for compliance with the Americans with Disabilities Act (ADA), Fair Labor Standards Act (FLSA) and appropriate qualifications, including knowledge, skills and other requirements that are job-related and meet other legal guidelines; and
- Provide sufficient documentation to allow the City to maintain the classification system on a regular basis.

CLASSIFICATION STUDY PROCESS

The classification study procedures were as follows:

- An initial meeting was held with the project team, including City management to clarify study scope, objectives, processes and deliverables.
- An orientation meeting was held to which all employees were invited, to meet consultant staff involved with the project, clarify study objectives and procedures, answer questions and distribute the Position Description Questionnaires.
- After the Position Description Questionnaires were completed and reviewed by supervisors and consultant staff, interviews were conducted with all employees.
- Following the analysis of the classification information gathered, draft class concepts, specifications and position allocations were developed for management, supervisory and employee review.

- As organizational changes have occurred during the study, such changes were included in all draft material.
- After resolution of issues, wherever possible, including additional contacts to gain details and clarification, appropriate modifications were made to the draft specifications and allocations and this final report was prepared.

In order to understand our classification recommendations, it is important to understand titling conventions, classification concepts and how the class descriptions are structured. In preparing the class descriptions, we developed a consistent format that is somewhat different than that currently used by the City. This format has additional information relating to specific class characteristics, supervisory relationships, knowledge, abilities, skills and other types of requirements, including those required by the ADA.

CLASSIFICATION CONCEPTS

The Difference between Positions and Classifications

“Position” and “Classification” are two terms that are often used interchangeably, but have very different meanings. As used in this report:

- A *position* is an assigned group of duties and responsibilities performed by one person. A position can be full-time, part-time, regular or temporary, filled or vacant. Often the word “job” is used in place of the word “position.”
- A *classification* or *class* may contain only one position, or may consist of a number of positions. When you have several positions assigned to one class, it means that the same title is appropriate for each position; that the scope, level, duties and responsibilities of each position assigned to the class are sufficiently similar (but not identical); that the same core knowledge, skills and other requirements are appropriate for all positions; and that the same salary range is equitable for all positions in the class.

A description of a position often appears as a working desk manual, going into detail regarding work process steps, while a class description emphasizes the general scope and level of responsibilities, plus the knowledge, skill and other requirements for successful performance.

When positions are classified, the focus is on assigned job duties and the job related requirements for successful performance, not on individual employee capabilities or amount of work performed. Positions are thus evaluated and classified on the basis of such factors as knowledge and skill required to perform the work, the complexity of the work, the authority delegated to make decisions and take action, the responsibility for the

work of others and/or for budget expenditures, contacts with others (both inside and outside of the organization), and the impact of the position on the organization and working conditions.

In the case of the City of Paso Robles, Koff & Associates synthesized the existing classifications into a comprehensive broadband system. This process created generally defined classification levels distinguished by similar duties, responsibility, and accountability. Broadbanding classifications allows for flexibility in assignments, negates the need for reclassification for marginal changes in duty, and establishes equal inter-departmental levels within the City.

The Relationship of Classification and Compensation

Classification and the description of the work and the requirements to perform the work are separate and distinct from determining the worth of that work in the labor market and to the organization. While recommending the appropriate compensation for the work of a class depends upon an understanding of what that work is and what it requires (as noted above), compensation levels are often influenced by two factors:

- The external labor market; and
- Internal relationships within the organization.

Compensation findings and recommendations for the City are covered in Volume II of this report.

The Purpose of Having a Classification Plan

A position classification plan provides an appropriate basis for making a variety of human resources decisions such as the:

- Design of an equitable salary structure;
- Development of job-related recruitment and selection procedures;
- Objective appraisal of employee performance;
- Development of training plans and succession planning;
- Organizational development and the management of change; and
- Provision of an equitable basis for discipline and other employee actions.

In addition to providing this basis for various human resources management and process decisions, a position classification plan can also effectively support systems of administrative and fiscal control. Grouping of positions into an orderly classification system supports planning, budget analysis and preparation, and various other administrative functions.

Within a position classification plan, job classifications can either be broad (containing a number of positions) or narrow (emphasizing individual job characteristics). Broad job classifications are indicated when:

- Employees can be hired with a broad spectrum of knowledge, skill and/or academic preparation and can readily learn the details of the City, the department and the position on-the-job; or
- There is a need for flexibility of the assignment within a department or an organization due to changing programs, technologies or workload.

Individualized job classifications are indicated when:

- There is an immediate need to recruit for specialty knowledge and skills;
- There is a minimum of time or capability for on-the-job training; or
- There is an organizational need to provide for specific job recognition and to highlight the differences between jobs.

Most classification plans are a combination of these two sets of factors, however Paso Robles has determined that a broader classification system works to accomplish their workforce goals of flexibility, teamwork and strong customer service. This approach resulted in recommendations to reclassify certain positions to reflect the broader category of work, experience, and responsibility level (such as Equipment Mechanic and Plant Operator II to the Technician II class) and to consolidate and/or retitle classes (such as Librarian and Assistant Planner to Supv/Prof/Coord class). Detailed allocation recommendations are found in Appendix II of the report.

Using a broad classification system does require maintenance of more specific class descriptions for recruiting and salary surveying purposes. Broadbands streamline the compensation administration process, but for recruiting and salary surveying purposes it is still important to maintain specific descriptions to detail the body of knowledge required to fulfill the responsibilities of the job.

Class Descriptions

In developing the new and revised classification descriptions for all positions, the basic concepts outlined in the previous pages were utilized. The recommended class descriptions are included in Appendix I of this report. Please refer to the Table of Contents for this appendix to locate specific classes.

As mentioned earlier, the class descriptions are based upon the information from the written Position Description Questionnaires completed by each employee, the individual job audit interviews and from information provided by employees, supervisors and managers during the multiple review processes. These descriptions provide:

- A written summary documenting the work performed and/or proposed by the incumbents of these classifications;
- Distinctions among the classes; and
- Documentation of requirements and qualifications to assist in the recruitment and selection process.

Just as there is a difference between a position and a class, there is also a difference between a position description and a class description. A position description, that is often known as a “desk manual”, generally lists each duty an employee performs and may also have information about how to perform that duty. A class description normally reflects several positions and is a summary document that does not list each duty performed by every employee. The class description, which is intended to be broader, more general and informational, is intended to indicate the general scope and level of responsibility and requirements of the class, not detail-specific position responsibilities. A broadband classification description provides a greater focus on the general scope and level of responsibility of the class and ignores the functional differences within an organization.

The sections of each class description are as follows:

Title: This should be brief and descriptive of the class and consistent with other titles in the classification plan and the occupational area.

- The title of a classification is normally used for organization, classification and compensation purposes within the City. Often working titles are used within a department to differentiate an individual (for example, a City title of Administrative Assistant that designates a departmental office administrative support class may have a working title of Engineering Department Technical Assistant). All positions have a similar level of scope and responsibility; however, the working titles may give assurance to a member of the public that they are dealing with an appropriate individual. Working titles should be authorized by Human Resources to ensure consistency within the City and across departmental lines.

Definition: This provides a capsule description of the job and should give an indication of the type of supervision received, the scope and level of the work and any unusual or unique factors. The phrase “performs related work as required” is not meant to unfairly expand the scope of the work performed, but to acknowledge that jobs change and that not all duties are included in the class specification.

Supervision Received and Exercised: This section specifies which class or classes provide supervision to the class being described and the type and level of work direction or supervision provided to this class. The section also specifies

what type and level of work direction or supervision the class provides to other classes. This assists the reader in defining where the class “fits” in the organization and alludes to possible career advancement opportunities.

Class Characteristics: This can be considered the “editorial” section of the specification, slightly expanding the Definition, clarifying the most important aspects of the class and distinguishing this class from the next higher-level in a class series or from a similar class in a different occupational series.

Examples of Duties: This section provides a list of the major and essential duties, intended to define the scope and level of the class and to support the Qualifications, including Knowledge and Skills. This list is meant to be illustrative only. It should be emphasized that the description is a summary document, and that duties change, depending upon program requirements, technology and organizational needs.

Qualifications: This element of the description has several sections:

- A listing of the job-related knowledge and skills required to successfully perform the work. They must be related to the duties and responsibilities of the work and capable of being validated under the Equal Employment Opportunity Commission’s Uniform Guidelines on Selection Procedures. Knowledge (intellectual comprehension) and Skills (acquired proficiency) should be sufficiently detailed to provide the basis for selection of qualified employees.
- A listing of educational and experience requirements that outline minimum and alternative ways of gaining the knowledge and skills required for entrance into the selection process. These elements are used as the basic screening technique for job applicants.
- Licenses (and/or certifications) identify those specifically required in order to perform the work. Note that a California driver’s license is not routinely included unless it is documented in the description that such a license is regularly used in the performance of the work. Examples of other required certifications include registration as a Professional Civil Engineer for specific Engineering classes or I.C.B.O. certificates for Building Inspectors. These certifications are often required by an agency of higher authority than the City (i.e., the State), and can therefore be appropriately included as requirements.
- Physical Demands identify the basic physical abilities required for performance of the work. These are not presented in great detail (although they are more specifically covered for documentation purposes in the Position Description Questionnaires) but are designed to indicate the type of pre-

employment physical examination (lifting requirements and other unusual characteristics are included, such as “maintaining attention to detail for extended periods of time”) and to provide an initial basis for determining reasonable accommodation for ADA purposes.

- Other Requirements outline off-hours or shift work, regular overtime, required travel and exposure to unusual conditions, outdoor work in all weather conditions, hazardous conditions or other job conditions that may not be immediately apparent to a job applicant or to an employee.
- Typical Working Titles included in the classification was a section added due to the consolidation of individual class descriptions into the broadband class description. This section simply indicates the various specific classes which collectively comprise the broadband class.

CLASSIFICATION FINDINGS AND RECOMMENDATIONS

All class descriptions were updated or newly created in order to ensure that the format is consistent, and that the duties and responsibilities are current and properly reflect the required knowledge, abilities and skills.

Retitling of Classifications

A number of classes were re-titled to accurately reflect the level of job responsibilities and duties performed by those in the class and accordingly group them into a broadband classification.

Five are recommended for title changes:

| Current Class | Proposed Class |
|------------------------|-------------------------------------|
| Confidential Assistant | Administrative Assistant III (Conf) |
| Executive Manager III | Executive Manager |
| Coordinator | Supv/Prof/Coord |
| Librarian | Supv/Prof/Coord |
| Maintenance Supervisor | Supv/Prof/Coord |

These title changes are recommended to more clearly reflect the level and scope being performed by each class, as well as establish consistency with the labor market. Any compensation recommendations (detailed in Volume II) are not dependent upon a new title, but upon the market value as defined by job scope, level and responsibilities and the qualifications required for successful job performance. All class descriptions are included in Appendix I of this report and recommended position allocations in Appendix II.

Reclassification of Classifications

A significant number of the City’s current classifications were reclassified primarily due to the creation of a Technical job series. All of the City’s technical classifications were grouped according to general technical skill, experience, and level of responsibility, and placed into one of four newly created technical classifications.

Other reclassifications occurred after thorough evaluation revealed that the scope and level of responsibility of the work of a classification or a specific position were more appropriately categorized within another broader classification. An example of a specific position reclassification was the administrative assistants. There were a few that were classified as Administrative Assistant III’s but were clearly performing similar work with the same level of responsibility as Administrative Assistant II’s requiring a reclassification and a class series that more clearly distinguished the essential duties, levels of responsibility and experience.

The following fourteen (14) classes (or specific positions) are recommended for reclassification:

| Current Class | Proposed Class |
|--------------------------------|-----------------------------|
| Administrative Assistant III | Administrative Assistant II |
| Auto Service Worker | Maintenance Specialist II |
| Assistant Planner | Supv/Prof/Coord |
| WW Superintendent PM II | Supv/Prof/Coord |
| Engineering Technician I | Technician I |
| Planning Technician | Technician I |
| Plant Operator I (WW) | Technician I |
| Equipment Mechanic | Technician II |
| Equipment Technician II | Technician II |
| Plant Operator II (WW) | Technician II |
| Inspector | Technician III |
| Engineering Technician III | Technician III |
| Information Systems Technician | Technician IV |
| Senior Inspector | Technician IV |

Class Series

The City had already developed class series throughout the organization however during the interview process we found that there was confusion amongst the employees as to what distinguished a ‘II’ level from a ‘III’ level. When developing the class series we placed emphasis on more clearly distinguishing the levels to provide the incumbents with an understanding of the career path within the organization. It is important to note that

many of the classification levels have no incumbents at this point in time, however they are available to utilize as the City continues to grow.

A classification study is usually a “snapshot in time”, identifying the organization of work and requirements to perform this work through questionnaires and interviews in a finite period of time. By creating class series, the City used a more forward-thinking approach to create another means of attracting and retaining the most highly qualified workforce, apart from compensation and monetary rewards.

MAINTAINING THE CLASSIFICATION PLAN

A classification plan is not a stable, unchanging entity. Positions may grow and change depending upon technology, service delivery requirements and a number of other factors. As mentioned above, a “snapshot in time” may become outdated quickly in some areas.

We are therefore including this final section to this report, which will assist the City in identifying appropriate placement of new and/or realigned positions within the recommended classification structure. By utilizing this process, the City will be able to change and grow the organization while maintaining a structure that has been created within this study.

In considering whether a position should be placed in a higher/lower classification or where a new classification should be placed within the plan, the following factors should be considered. Although they are not quantified, as requests for reclassification occur, each of the following factors should be addressed. These will provide guidance for maintenance of the classification and compensation plans.

1. Type and Level of Knowledge and Skill Required

This factor defines the level of job knowledge and skill, including those attained by formal education, technical training, on-the job experience and required certification or professional registration. The varying levels are as follows:

A. The basic or entry-level into any occupational field

This entry-level knowledge may be attained by obtaining a high school diploma, completing specific technical course work or obtaining a four-year or advanced college or university degree.

B. The experienced or journey-level in any occupational field

This knowledge and skill level recognizes a class that is expected to perform the day-to-day functions of the work independently, but with guidelines (written or oral) and supervisory assistance available. This level of knowledge is sufficient to provide on-the-job instruction to a fellow employee or an assistant when functioning in a lead capacity. Certifications, such as found in the City’s

Maintenance class series, may be required for demonstrating possession of the required knowledge and skills.

C. The advanced level in any occupational field

This knowledge and skill level is applied in situations where an employee is required to perform or deal with virtually any job situation that may be encountered. Guidelines may be limited and creative problem solving may be involved. Supervisory knowledge and skills are considered in a separate factor and should not influence any assessment of this factor.

D. Total mastery of one or more occupational fields

This level normally requires an advanced level of college or university education and is normally found in a research, educational or product development situation.

2. Supervisory/Management Responsibility

This factor defines the supervisory and managerial responsibility, including short and long-range planning, budget development and administration, resource allocation, policy and procedure development and direction of staff.

A. No ongoing direction of programs or staff

The employee is responsible for the performance of his or her own work and may provide side-by-side instruction to a co-worker.

B. Lead direction of staff or program coordination

The employee plans, assigns, directs and reviews the work of staff performing similar work to that performed by the employee on a day-to-day basis. Training in work procedures is normally involved. If staff direction is not involved, the employee must have responsibility for independently coordinating one or more programs or projects on a regular basis.

C. Full first-line supervisor

The employee performs the supervisory duties listed above, and, in addition, makes effective recommendation and/or carries out selection, performance evaluation and disciplinary procedures. If staff supervision is not involved, the employee must have programmatic responsibility, including development and implementing goals, objectives, policies and procedures and budget development and administration.

D. First full managerial level

The employee is considered mid-management, often supervising through subordinate levels of supervision. In addition to the responsibilities outlined above, responsibilities include allocating staff and budget resources among

competing demands and performing program and service delivery planning and evaluation. Normally, this level would be titled a program or division manager.

E. Second managerial level

This employee performs at an advanced managerial level. In addition to the responsibilities outlined above, responsibilities include managing multiple programs or divisions and significant involvement in developing programs and service delivery planning.

E. Department managerial level

The employee is the director of a specified department, normally reporting to the Chief Executive Officer (i.e. General Manager) or to the governing body (i.e. Board of Directors).

F. Chief Executive Officer level

The employee has total administrative responsibility for the City.

3. Problem Solving

This factor involves analyzing, evaluating, reasoning and creative thinking requirements. In a work environment, not only the breadth and variety of problems are considered, but also guidelines, such as supervision, policies, procedures, laws, regulations and standards available to the employee.

A. Structured problem solving

Work situations normally involve making choices among a limited number of alternatives that are clearly defined by policies and procedures. Supervision, either on-site or through a radio or telephone, is readily available.

B. Independent, guided problem solving

Work situations require making decisions among a variety of alternatives; however, policies, procedures, standards and regulations guide the majority of the work. Supervision is generally available in unusual situations.

C. Application of discriminating choices

Work situations require searching for solutions and independently making choices among a wide variety of policies, procedures, laws, regulations and standards. Interpretation and evaluation of the situation and available guidelines are required.

D. Creative, evaluative or analytical thinking

Work situations require the analysis and application of organizational policies and goals, complex laws and/or general business or ethical considerations.

4. Authority for Making Decisions and Taking Action

This factor describes the degree to which employees have the freedom to take action within their job. The variety and frequency of action and decisions, the availability of policies, procedures, laws and supervisory or managerial guidance, and the consequence or impact of such decisions are considered within this factor.

A. Direct, limited work responsibility

The employee is responsible for the successful performance of his or her own work with little latitude for discretion or decision-making. Direct supervision is readily available.

B. Decision-making within guidelines

The employee is responsible for the successful performance of their own work, but able to prioritize and determine methods of work performance within general guidelines. Supervision is available, although the employee is expected to perform independently on a day-to-day basis. Emergency or unusual situations may occur, but are handled within procedures and rules. Impact of decisions is normally limited to the department or function to which assigned.

C. Independent action with focus on work achieved

The employee receives assignments in terms of long-term objectives, rather than day-to-day or weekly timeframes. Broad policies and procedures are provided, but the employee has latitude for choosing techniques and deploying staff and material resources. Impact of decisions may have significant department or Citywide service delivery and/or budgetary impact.

D. Decisions made within general policy or elected official guidance

The employee is subject only to the policy guidance of elected officials and/or broad regulatory or legal constraints. The ultimate authority for achieving the goals and objectives of the City are with this employee.

5. Interaction with Others

This factor includes the nature and purpose of contacts with others, from simple exchanges of factual information to the negotiation of difficult issues. It also considers with whom the contacts are made, from co-workers and the public to elected or appointed public officials.

A. Exchange of factual information

The employee is expected to use ordinary business courtesy to exchange factual information with co-workers and the public. Strained situations may occasionally occur, but the responsibilities are normally not confrontational.

B. Interpretation and explanation of policies and procedures

The employee is required to interpret policies and procedures, apply and explain them and influence the public or others to abide by them. Problems may need to be defined and clarified and individuals contacted may be upset or unreasonable. Contacts may also be made with individuals at all levels throughout the City.

C. Influencing individuals or groups

The employee is required to interpret laws, policies and procedures to individuals who may be confrontational or to deal with members of professional, business, community or other groups or regulatory agencies as a representative of the City.

D. Negotiation with organizations from a position of authority

The employee often deals with public officials, members of boards, councils, commissions and others to provide policy direction, explain agency missions and/or negotiate solutions to difficult problems.

6. Working Conditions/Physical Demands

This factor includes specific physical, situational and other factors that influence the employee's working situation.

A. Normal office or similar setting

The work is performed in a normal office or similar setting during regular office hours (occasional overtime may be required, but compensated for). Responsibilities include meeting standard deadlines, using office and related equipment, lifting materials weighing to 25 pounds and communicating with others in a generally non-stressful manner.

B. Varied working conditions with some physical or emotional demands

The work is normally performed indoors, but may have some exposure to noise, heat, weather or other uncomfortable conditions. Stand-by, call back or regular overtime may be required. The employee may have to meet frequent deadlines, work extended hours and maintain attention to detail at a computer or other machinery, deal with difficult people or regularly perform moderate physical activity.

C. Difficult working conditions and/or physical demands

The work has distinct and regular difficult demands. Shift work (24-7 or rotating) may be required; there may be exposure to hazardous materials or conditions; the employee may be subject to regular emergency callback and extended shifts; and/or the work may require extraordinary physical demands.

Based on the above factors, in the maintenance of the classification plan when an employee is assigned an additional duty or responsibility and requests a change in classification, it is reasonable to ask:

- What additional knowledge and skills are required to perform the duty?
- How does one gain this additional knowledge and skills – through extended training, through a short-term seminar, through on-the-job experience?
- Does this duty or responsibility require new or additional supervisory responsibilities?
- Are there are a greater variety of or more complex problems that need to be solved as a result of the new duty?
- Does the employee have to make a greater variety of or more difficult decisions as a result of this new duty?
- Are the impacts of decisions greater because of this new duty (effects on staff, budget, department or City-wide activities, relations with other agencies)?
- Are guidelines, policies, procedures provided to the employee for the performance of this new duty?
- Is the employee interacting with City workers, the public or others differently as a result of this new assignment?
- Have the working or physical conditions of the job changed as a result of this new assignment?

Application of these factors by asking the appropriate questions will enable the City to maintain the classification and compensation system in a timely and consistent manner.

Again, we want to thank the City for its time and cooperation in bringing this study to a successful conclusion. It has been a pleasure working with the City on this critical project. Please do not hesitate to contact us if we can provide any additional information or clarification regarding this report.

Respectfully Submitted,
Koff & Associates, Inc.

Katie Kaneko
President

Appendix I

Recommended Class Descriptions

Appendix I
Recommended Job Classifications

Administrative Assistant I

Administrative Assistant II

Administrative Assistant III

Maintenance Specialist I

Maintenance Specialist II

Maintenance Specialist III

Supervisor/Professional/Coordinator

Technician I

Technician II

Technician III

Technician IV

Executive Secretary

Professional Manager II

Professional Manager III

Executive Manager

Exhibit B

Service Employee International Union
Memorandum of Understanding for
April 1, 2006 through March 31, 2010

Resolution No. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES CITY EMPLOYEES' ASSOCIATION,
LOCAL 620, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

April 1, 2006 – March 31, 2010

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As adopted by Resolution No. _____, _____.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES CITY EMPLOYEES' ASSOCIATION,
LOCAL 620, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**

April 1, 2006 – March 31, 2010

1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be for 48 months commencing April 1, 2006, and expiring on March 31, 2010. Meet and confer shall commence no later than January 15, 2010.

2. SALARY SCHEDULES

Unit classifications shall be assigned to salary ranges and receive salary increases as presented in the Salary Range Table.

3. PERS RETIREMENT BENEFITS

The City of Paso Robles shall continue to provide the Public Employees Retirement System (PERS.) of the State of California to unit employees. The contract with PERS. as approved by the City Council is the 2.5% @ 55 formula for General Services Unit Employees. The City shall pay the employee's eight percent (8%) Public Employees Retirement System (PERS) contribution. The funds contributed shall continue to be considered the employee's contribution under PERS reporting regulations.

The City shall report its payment of the eight (8%) percent contribution as special compensation pursuant to Section 20636(C)(4). Accordingly, the eight (8%) percent will be considered compensation for retirement purposes.

The City shall continue to provide the "twelve highest consecutive months" benefit calculation for unit employees (Single Highest Year) and the credit for unused sick leave option.

4. PAYCHECKS

During the term of this 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 of 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. HOURS OF WORK AND OVERTIME

The normal working schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week. This shall not be construed to mean that an employee is guaranteed eight hours per day or forty hours per week. One (1) hour off for lunch shall not be considered duty time. At the discretion of the Department Head, those employees under his/her assignment may have a thirty (30) minute lunch period. The duration of the lunch period shall begin when work stops at the work site and ends when work resumes at the work site. All authorized time worked in excess of forty (40) hours per week, or on a holiday recognized in this Memorandum of Understanding shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular base hourly rate of pay. "Time worked" shall include holidays, jury duty, sick leave, bereavement leave, and previously-scheduled vacation and compensatory time off for purposes of this paragraph. Overtime of less than Seven (7) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour. For the purpose of computing overtime payments under the Fair Labor Standards Act, the work week for non-exempt positions shall be a seven (7) day period beginning at 12:01 A.M., Sunday and ending at 12:00 midnight Saturday.

At the request of any employee eligible for overtime pay, his/her supervisor may provide that, in lieu of any cash payment for any overtime, he/she may be allowed compensatory time off with pay at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Any such time shall be taken at a time mutually agreed upon by the employee and his/her supervisor. The maximum accrual of compensatory time off shall be eighty (80) hours. In the event that such time off is not taken by the employee, he/she shall be given cash payment for the overtime worked at the overtime rate based on his/her salary at the time the overtime is paid.

6. MEAL & REST PERIODS

Except for personnel assigned to continuous operations, a meal period shall be provided all employees to be scheduled approximately midway through the regular workday. This period shall not constitute paid time and shall be no less than 30 minutes. Two (2) paid rest periods of ten (10) minutes each may be provided all employees during each half of their regular eight-hour workday. Whenever possible, breaks will be taken at the work site. If breaks are not taken at the work site, any travel time will be included in the ten (10) minute break period.

7. INSURANCE

Benefits shall be those in effect on the ratification date of this agreement or as subsequently modified by written agreement of the parties.

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 life insurance plan with double indemnity. Effective July 1, 2006 or as soon as possible thereafter, coverage will be increased from \$ \$35,000 to \$75,000. Employee will be taxed on the cost of the premium exceeding \$50,000 of coverage.

B. MEDICAL AND DENTAL INSURANCE

HEALTH

The Blue Cross PPO One Plan will be offered to all unit employees. City and employee contributions will be as follows:

| | |
|------------------|---|
| Employee Only | City pays 100% |
| Emp+ 1 Dependent | City pays \$602.33; Employee pays \$43.68 |
| Family | City pays \$851.03; Employee pays \$71.83 |

DENTAL

The Principal Dental Plan will be offered to all units. City and employee contributions will be as follows

| | |
|---------------|---|
| Employee Only | City pays 100% |
| Family | City pays \$79.82; Employee pays \$2.32 |

For the term of this agreement, for both health and dental insurance, the City will modify its maximum dollar contribution by an amount equal to 100% of the employee only premium and three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

BENEFITS

Benefits shall be those in effect on the ratification date of this side letter agreement or as subsequently agreed to by the parties.

C. VISION INSURANCE

During the term of this Memorandum of Understanding the City shall provide a vision insurance plan for all unit employees. City and employee contribution will be as follows:

City pays \$16.06

Employee pays: \$0.00

For the term of this agreement the City will modify its maximum dollar contribution by an amount equal to three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

D. RETIREE MEDICAL INSURANCE

The City agrees to provide the following Retiree Health Benefits provided that retirees have retired from the City of Paso Robles under established PERS Benefit package, and have a minimum of Ten (10) years City service. This provision applies to all regular, full-time City employees.

The City agrees to reimburse the retiree for retiree and/or retiree's dependent health (medical/dental/ vision) insurance premiums, disability insurance, long-term health care or life insurance premiums, provided that retiree has retired under established P.E.R.S. benefit package, up to \$500 per month maximum.

8. UNIFORMS

- A. The City agrees to furnish one (1) clean uniform per day for employees in the classifications below:

Auto Service Workers
Equipment Mechanic
Maintenance Specialist I, II, III
Wastewater Plant Operator I, II, III
Sr. Engineering Insp.
Engineering Inspector*
Building Inspector*

*Upon Request

Employees hired to fill newly-created classifications will also receive uniforms under this section, if the wearing of a uniform is required. Uniforms for the above-listed field personnel are to be worn during work and may be worn to and from work. Employees failing to report in uniforms as required or drinking alcohol while in uniform are subject to all normal disciplinary actions.

- B. The City shall provide one winter jacket for all employees working in the classifications in 8A above. Jackets shall be "wash and wear" and shall be replaced on an as needed basis as determined by the department head. However, jacket replacement shall not exceed one jacket per year. The employee is

responsible for laundering, minor repairs and any repairs necessitated by employee negligence. The jacket shall be considered City property.

9. SAFETY SHOES

During the term of this Agreement, the City shall pay to all unit employees regularly engaged in physical labor One-hundred Sixty Dollars (\$160.00) per fiscal year toward each pair of safety shoes purchased. Proof of purchase is required. The safety shoes must then be worn during all working hours where there is a need for safety shoes. Amounts not spent in any fiscal year may be carried forward to the next fiscal year.

Effective July 1, 2006, with the approval of the supervisor, employees may be authorized to obtain a second pair at the same value if damaged in the line of duty.

10. TOOL ALLOWANCE

Effective July 1, 2006, the City will provide \$400 per fiscal year as a tool allowance for shop employees who are required to use their tools on the job. The City's policy of paying (upon the authorization of the Department Head) for the replacement of broken and/or worn out tools will continue.

11. VACATION LEAVE

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

| Years of Service | Rate Earned | Vacation Accrual |
|------------------|---------------|--------------------|
| 0-3 yrs. | 10/12 per mo. | 80 hrs. (10 days) |
| 4-5 | 12/12 per mo. | 96 hrs. (12 days) |
| 6-7 | 14/12 per mo. | 112 hrs. (14 days) |
| 8-9 | 16/12 per mo. | 128 hrs. (16 days) |
| 10-11 | 18/12 per mo. | 144 hrs. (18 days) |
| 12 & over | 20/12 per mo. | 160 hrs. (20 days) |

Employees requesting vacation shall do so at least two weeks in advance. Vacation leaves requested less than two weeks in advance will be considered only when a bona fide need can be demonstrated, involving a situation which could not have reasonably been foreseen.

12. VACATION BUY BACK

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 two weeks off during the year. Payment shall be made at straight time.

13. HOLIDAYS

The following days shall be paid holidays for employees:

| | |
|--|---|
| Memorial Day | Labor Day |
| Independence Day | Veteran's Day |
| Thanksgiving | Day after Thanksgiving |
| Christmas | New Year's Day |
| Martin Luther King's Birthday (third Monday in January) | President's Day (third Monday in February) |
| Employee's Birthday | |

Employees may also request the day before or after the Christmas holiday (day observed) or the day after the New Year's holiday (day observed) in lieu of the day before one of the holidays. Employees shall be limited to a total of one holiday either before or after the holidays designated above and it is understood that final determination as to which holiday is allowed shall be made by management.

When any of the above-listed holidays falls on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly work on Saturday and/or Sunday, then the holiday will be specified by the above-listed dates.

Employee's Birthday: An employee is entitled to the observance of his/her birthday as a holiday. The holiday may be taken after the birthday only if work requirements of the department permit. When his/her birthday falls on another holiday to which he/she is entitled, or a regularly scheduled day off, the birthday holiday shall be observed, if possible, on the day immediately preceding or following the day of his/her birthday. If he/she is required to work on his/her birthday, the employee shall be given a substitute day off with pay at straight time on a day designated by the Department Head. Under no circumstances shall holiday pay be allowed for work performed on a birthday.

14. BEREAVEMENT LEAVE

Up to a three (3) day paid leave, where the death and service are within the State of California, and up to a five (5) day paid leave where the death or service is outside the State, shall be available to employees who suffer the death of a relative (defined as spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage) for the purpose of attending the funeral and making other arrangements at the time the loss occurs. This leave provision is available once per calendar year only.

15. STANDBY PAY

Water and Wastewater Division personnel will perform assigned tasks on Saturdays, Sundays and holidays. Employees shall be paid normal overtime rates for assigned tasks for the hours of work actually performed. Employees will be on call for the remainder of the following week. Effective April 1, 2006, standby compensation, employees shall receive One Dollar Fifty cents (\$1.50) per hour for each hour of standby time. Effective April 1, 2007 compensation will increase to One Dollar Seventy Five cents (\$1.75) per hour. Employees will be paid at the time and one half rate for time actually worked if called out with a two (2) hour minimum for each call out.

16. SICK LEAVE

All eligible employees shall accrue one (1) working day of sick leave with pay for each month of service. Effective immediately, accumulation of sick leave shall be unlimited.

Absence Requirements: Sick leave with pay shall only be granted upon the recommendation of the Department Head in case of bona fide illness or disability, including pregnancy of the employee, or in the event of illness or death (for approved time in excess of that provided by bereavement leave) of a relative (meaning spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage.) Sick leave may also be used for medical and dental appointments.

An employee is expected not to absent himself/herself from work without making prior arrangement with his/her supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must make a sincere effort to immediately notify his/her supervisor, but in any event no later than one (1) hour from the employee's starting time, of his/her reason for being absent. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his/her supervisor. Evidence may be required by the Department Head or Personnel Director in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is or was requested. In proper cases exceptions may be made by the City.

Evidence may be required either in advance or at the time an employee calls in sick. The above, however, shall not preclude the City from conducting any necessary investigation, including requiring of doctors' certificates, at anytime, in cases where evidence of possible sick leave abuse develops.

Any unauthorized absence may be grounds for disciplinary action by the Department Head. Any employee who absents himself/herself for three (3) days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed by the City.

17. FAMILY LEAVE

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of 12 months and have worked at least 1250 hours during the 12 month period preceding Leave:

1. Up to 4 months (88 workdays) unpaid leave in a 24 month period. Intermittent leave is allowed.
2. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
3. The employee's insurance including medical, dental, vision, LTD, and life insurance will be maintained under the same conditions as if the employee were still working.
4. Request for leave must be made 30 days prior to leave, if foreseeable.
5. Employee may use accrued vacation, holiday, personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
6. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the State FCLA and Federal FMLA apply.

18. PERSONAL LEAVE

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) days in any one calendar year. Personal leave days shall not be counted against an employee's sick time usage for evaluation purposes.

19. DUES DEDUCTION

The City and Union agree that requests for, changes in, and cancellations of Union dues and other deductions referenced in this Article, shall be promptly processed through the Union and put into effect at the employee's, or in the case of authorized changes pursuant to the Union's bylaws at the Union's request. Deductions may vary by employee. Changes will be processed as soon as practical. Deductions shall be made from each pay check and remitted to the Union biweekly.

The City agrees to promptly provide to the Union a list of employees hired or transferred into the unit including; at a minimum, the name, class title, department, and division location.

The Union agrees to indemnify and hold the City harmless from any liabilities which may arise as a result of the application of this Article. Requests for deductions shall be made on Union Authorized cards in accordance with applicable State law. Changes to the Union authorized card shall require approval by the City in advance.

20. UNION SECURITY

A) "Maintenance of Membership"

All unit employees who, on the effective date of this Memorandum, are members of SEIU, Local 620, and all such employees who thereafter voluntarily become members of Local 620, shall maintain their membership in Local 620; subject to the right to resign membership during the period commencing thirty (30) days prior to the expiration of this MOU and ending on the effective date of the expiration of this MOU.

B) Agency Shop

Pursuant to legislation enacted by SB 739 and amendment to the Meyers-Milias-Brown Act, the City and the Union agree to abide by the following provisions as they relate to an agency shop and an agency shop election.

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization." The City and the Union agree that an agency shop arrangement between the City and Union has been placed in effect pursuant to an employee election:
2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list approved by the City for the purpose of payroll deductions. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.

- (a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the City, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The City will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.
3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the City shall deduct the agency fee from the employees pay check. The City agrees to promptly remit to the union all monies deducted accompanied by a "Bi-weekly Agency Fee Deduction report" to include the names, social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.
4. The agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:
 - (a) A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining unit;
 - (b) The vote is by secret ballot;
 - (c) The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during the term.
5. An agency shop arrangement shall not apply to management or confidential employees.
6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.
7. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

21. UNION STEWARDS

- A. The City authorizes the Paso Robles SEIU Services Employees Union to appoint five (5) "union stewards" and one chief steward, any of which may represent an employee subject to the City's grievance procedure.

- B. The Union shall provide the Municipal Employee Relations Officer with a list of all authorized union stewards, and the list shall be kept current.
- C. An employee and/or his/her "union steward" representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance as provided for in Article 21, upon notification and approval of the Municipal Employee Relations Officer or his designee.
- D. The Municipal Employees Relations Officer will approve employee and/or union steward taking official City time to investigate and process a grievance when and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City.
- E. It is understood that the employee and/or union steward shall make every reasonable effort to perform any of the above activities on off-duty time.
- F. The Union shall reasonably distribute workload among stewards so as to avoid excessive time off for any one individual(s).

Negotiations Release Time

The City agrees to release no more than six (6) union members to participate in the formal meet and confer sessions with the City representatives. No other release time is authorized for negotiations purposes.

22. UNION ACCESS TO WORK LOCATIONS

- A. The City agrees that an authorized union staff member shall be granted access to work locations to participate in the investigation and processing of grievances per the grievance procedure (Article 21), or to observe working conditions, when and to the extent necessary, and only if it will in no event adversely affect the operational, security or safety requirements of the City, upon the approval of the Municipal Employees Relations Officer or his designee.
- B. The Union shall provide a Municipal Employee Relations Officer with a list of all authorized staff representatives, and the list shall be kept current by the Union.
- C. When and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City and upon notification and approval of the Municipal Employee Relations Officer or his designee, an authorized union staff member is permitted to communicate with employee(s) without loss of compensation. It is not the intent of this section to allow general union meeting on City time; but rather to allow investigation and discussion of working conditions, grievances and safety issues.

- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.
- E. The City will allow the use of existing bulletin board space at the following locations: 1) Street Department; 2) Water Department; 3) Wastewater Department; 4) Employee Lounge; 5) Library; 6) City Hall. Bulletin Board space shall be used only for the following subjects: 1) Local 620 recreational information, social and related news bulletins; 2) Scheduled meetings; 3) Information concerning elections or results thereof; and 4) reports of official business of Local 620.

Prior to posting under numbers 1 through 4 above, it shall be initialled by an authorized representative of the Union and the City. All outdated materials must be removed by the Union.

23. ADVANCEMENT IN SALARY

The salary range as set forth for each classification is divided into five (5) steps, subject to the provisions of Flexible Staffing policies, which shall be interpreted and applied as follows:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of six (6) full calendar months of satisfactory service in a classification, only if granted by the Department Head and subject to the approval of the City Manager or his designee.
- C. The third, fourth and fifth steps shall be granted to an employee who has proven himself fully qualified and rated satisfactory or above in a given classification for one full additional year from the granting of previous step increases, only if granted by the Department Head and subject to the approval of the City Manager or his designee.

An employee must always continue to maintain an acceptable level of performance and shall be evaluated by his/her Department Head annually. If the written evaluation by the Department Head does not support a continued acceptable effort, an individual may be reduced by the Department Head with the approval of the City Manager or his designee.

24. JURY DUTY

Employees shall be granted leave with full pay when called for jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor

advised as to the anticipated length of service, and return to work on the first day following the end of jury duty service.

25. 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 or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations, or resolutions, or ordinances governing personnel practices or terms and conditions of employment 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 City management 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 City Manager or his designated representative. The employee may be represented by a representative of his/her choice.
- B. The City Manager or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the City Manager 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.

26. ALTERNATIVE DISPUTE RESOLUTION PROCESS

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

Hearing Officer

- 1. 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.

Advisory decisions of the Hearing Officer involving appeals of termination actions may be reheard by the City Council within 60 days of the decision if the Council finds by simple majority vote, that the Hearing Officer exceeded their authority or, the decision does not properly interpret the MOU or the submissions of the parties.

- 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 not involving an appeal from discipline requiring a City expenditure of more than \$ 15,000 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.

27. HEALTH CARE COMMITTEE

A Health Insurance Review Committee composed of representatives of the City, all bargaining units and unrepresented employees shall be established to regularly review the City Health Plan and to study health insurance issues, cost containment, etc., and make recommendations to the City Manager.

The Committee shall meet regularly to review experience reports and other pertinent information and may make recommendations on plan administration and/or structure to the City Manager. The Committee will also review and make recommendations to the City Manager for the resolution of any claims disputes.

The Committee shall develop a means of informing and educating all City employees about health care problems, issues and developments.

28. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to establish and maintain in effect for the term of this agreement an Employee Assistance Program as recommended by the City Health Committee.

29. CALLBACK

Employees called back to work after completion of their normal working hours shall receive a minimum of two (2) hours pay at the appropriate rate of pay. Employees called back to work between the hours of 11:00pm and 6:00am shall receive a minimum of three (3) hours pay at the appropriate rate of pay.

30. CONTRACTING OUT

The City will notify the Union thirty (30) days in advance of City Council action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the City will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the City Council to contract outside work in its sole discretion.

31. MANAGEMENT RIGHTS

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, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services 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 and characteristics of the work force.
11. Determine financial policy including accounting procedure.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the allocation and assignment of work to employees.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
17. Determine administration of discipline.
18. Determine control and use of City property, materials and equipment.
19. Schedule work periods and determine the number and duration of work periods.
20. Establish, modify, eliminate or enforce rules and regulations.
21. Place work with outside firms.
22. Determine the kinds and numbers of personnel necessary.
23. Determine the methods and means by which such operations are to be conducted.
24. Required employees, where necessary, to take in service training courses during working hours.
25. Determine duties to be included in any job classification.
26. Determine the necessity of overtime and the amount of overtime required.
27. Take any necessary action to carry out the mission of the department in cases of an emergency.
28. Prescribe a uniform dress to be worn by designated employees.

32. NO-STRIKE

The Union agrees that during the term of this Memorandum of Understanding neither it or the employees it represents will engage in, encourage, sanction, support, or suggest

any: (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the department or other City departments, or (6) any other similar actions which would involve suspension of or interference with the normal work of the department or other City Departments.

33. MILEAGE

The City will pay that amount specified by the Internal Revenue Service as the appropriate mileage reimbursement rate.

34. STOLEN PROPERTY

Employees required by the City to use personal property in the course of the performance of their duties shall be reimbursed by the City for the loss of such property if stolen from City premises. Employees wishing to be reimbursed for stolen property shall file standard claims with the City. Reimbursement shall not be made if the property is stolen due to the negligence of the employee.

35. VIDEO DISPLAY TERMINALS

Affected employees shall, upon request, receive a glare screen for usage with their Video Display Terminals ("VDT's"). New Equipment specifications for VDT's shall be provided to the Union for review and comment. The City Safety Committee shall review available studies on VDT usage and make further recommendations as appropriate.

36. PERFORMANCE RATING SYSTEM AND DENIAL OF STEP INCREASE

Personnel language on the performance rating system and denials of step increases shall be as follows:

PERFORMANCE RATING SYSTEM:

A uniform system of appraisal shall apply to all performance evaluation reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work; initiative and judgment demonstrated; conduct; and attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall be made on each evaluation report which shall represent an aggregate overall rating of the employee's performance during the rating period.

All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher-level supervisor and approved by the department head or as otherwise determined by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him by the immediate supervisor and such other manager whose participation would be appropriate

and beneficial to the discussion. Upon review with the employee, the final report shall be submitted to the appointing authority, with the original to be retained in the employee's personnel file. Employees disagreeing with the evaluation have the right to submit a reasonable amount of relevant rebuttal material to be filed with the evaluation.

The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assessment of the individual's development. These performance ratings shall also be utilized for:

- a. Determining the fitness for appointment to regular status.
- b. Determining advancement to higher steps in the salary range.
- c. As a guide in awarding promotions.
- d. As a record in matters involving disciplinary action.
- e. As the determining factor in effecting layoffs where seniority is equal among two or more employees.
- f. Determining eligibility for reinstatement.

DENIAL OF STEP INCREASE:

If a written evaluation does not support a continued acceptable effort, an individual may be denied a step increase by the department head with the approval of the City Manager or his designee. At that time, a specific program of progress shall be developed to bring the employee's performance to acceptable levels.

An employee whose step increase has been denied because of substandard performance shall be re-evaluated quarterly until an acceptable level of performance is achieved or the employee is otherwise disciplined or terminated pursuant to the personnel rules. If the employee's performance reaches an acceptable level, his/her step increase shall then be granted.

37. EDUCATION REIMBURSEMENT POLICY

The parties have amended the City's Educational Reimbursement Program by providing for a maximum annual reimbursement of \$3000.00. The City and Union also agree that for Union represented employees, courses not related to an employee's work may be approved, if they represent core or required elective units toward an approved degree or relate to the employee's promotional advancement goals within the City.

The City will continue its practice of reimbursing employees for the cost of obtaining required job certifications. Reimbursement shall be made for both the cost of certifications and required continuing education coursework.

38. PERSONNEL RULES

During the term of this agreement, the City may submit revised Personnel Rule language to the Union. Upon request the City shall meet and confer with the Union on any aspects of the rules falling within the scope of representation pursuant to Government Code Section 3504.

The parties agree that the MOU supercedes the Personnel Rules in the event of a conflict between their provisions.

39. MEDICAL REIMBURSEMENT

The City shall maintain in effect the program of reimbursing employees up to Three Hundred Dollars (\$300.00) towards un-reimbursed medical expenses every year. Employees requesting reimbursement shall utilize the form already developed for City management employees.

40. ORGANIZATIONAL DEVELOPMENT & CAREER ENRICHMENT PROGRAM

Unit members shall continue their voluntary participation in the organizational development and career enrichment program.

41. LAYOFF PREVENTION PLAN

The layoff prevention plan is an established personnel policy, as approved by City Resolution #92-66. If in conflict with this Memorandum of Understanding; the layoff prevention plan shall govern.

42. SAFETY

The City and Union agree that the City's safety program and related training issues shall be governed by the provisions of SB198.

43. PROBATIONARY PERIOD

The probationary period shall be twelve (12) months for newly hired personnel. There shall be no change in the probationary period for promotions. The maximum extension period for probationary periods shall be six (6) months.

44. FLEXIBLE STAFFING (UPDATE)

The City shall maintain flexible staffing in the classifications of : Maintenance Specialist I/II; Administrative Assistant I/II and Technician I/II. In each series, the City shall: 1) Create a new trainee classification; 2) Provide for advancement from trainee to the current II level on the following basis: a minimum of six (6) months at the trainee level; and a minimum of twelve (12) months at the I level and completion of all requirements for the higher level classification.

45. BILINGUAL PAY

The City agrees to pay One Hundred (\$100) Dollars 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.

46. DEFERRED COMPENSATION

All unit employees shall be eligible to participate in the deferred compensation program(s). Effective January _1_, 2007 the City will match employee contributions to a maximum of Twenty (\$20.00) Dollars per pay period. The City will arrange for an employee orientation meeting on the available deferred compensation programs by the end of November 2006.

47. CHILD CARE

The City shall maintain in effect the existing discount child care program for the term of this agreement.

48. WORKING OUT OF CLASS PAY

When an employee covered by the provisions of this agreement is temporarily assigned in writing to and performs all of the duties of a higher vacant position in a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification, that employee shall be compensated at the lowest step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be over 15 consecutive working days. Such additional compensation shall begin on the sixteenth (16th) working day after the assignment to the duties of the higher vacant position.

49. MILITARY LEAVE

Military Leave is governed by City Personnel Rules and Regulations (ref. 16.07).

50. RECLASSIFICATION STUDIES

Reclassification requests will be handled in accordance with existing City Policy. Employees will be notified of the results of reclassification studies.

51. PERSONNEL FILES

There shall be only one official personnel file for each employee in the service of the City and this file shall be maintained in the personnel office. These records will be retained in accordance with legal requirements and appropriate administrative policy. An employee shall have access to his/her personnel file during normal office hours providing the request is reasonable and is made at a time previously approved by the employee's immediate supervisor. No adverse material will be placed in an employees personnel file without prior notice and a copy given to the employee. Employees may attach their response to any adverse material inserted in their personnel files.

52. ALTERNATE WORK SCHEDULES

The City and Union agree that under some circumstances, alternate work schedules may be beneficial to both employees and the City. Accordingly, employees may request to work an alternative work schedule. Such requests shall be subject to approval by City management. City management reserves the right to remove employees from alternative work schedules.

53. CLASSIFICATION/COMPENSATION STUDY

The City and Union have met and conferred upon and agreed to implement a comprehensive classification/compensation study.

54. CERTIFICATION PAY

The City will review job classifications which have their mandatory State certification requirements change.

55. FULL UNDERSTANDING

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

--ooOoo--

CITY OF EL PASO DE ROBLES

Service Employees International
Union, LOCAL 620, SEIU

James L. App
City Manager

Bruce Corsaw
Field Representative

Walter Kuhn

Phyllis Pascale

Aaron Borden

Dan Arebalo

Chad Dawson

Laurie Engstrom

Resolution No. _____

EXHIBIT A

SEIU MOU 4/2006 TO 3/2010

| Classification | 4/06 | Range | 4/07 | Range | 4/08 | Range | 4/09 | Range |
|-----------------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| Admin Asst I | 5.14% | 207 | 5.68% | 218 | 4.60% | 227 | 4.58% | 236 |
| Admin Asst II | 5.08% | 231 | 5.65% | 242 | 4.60% | 251 | 4.59% | 260 |
| Admin Asst III | 5.11% | 256 | 5.63% | 267 | 4.60% | 276 | 4.58% | 285 |
| Maint. Specialist I | 5.14% | 207 | 5.68% | 218 | 4.60% | 227 | 4.58% | 236 |
| Maint. Specialist II | 5.08% | 231 | 5.65% | 242 | 4.60% | 251 | 4.59% | 260 |
| Maint. Specialist III | 5.11% | 256 | 5.63% | 267 | 4.60% | 276 | 4.58% | 285 |
| Technician I | | | | | | | | |
| Plnt Oper I (WW) | 8.28% | 244 | 7.81% | 259 | 6.15% | 271 | 7.23% | 285 |
| Eng. Tech I | 5.11% | 256 | 5.63% | 267 | 4.60% | 276 | 4.58% | 285 |
| Planning Tech. | 5.11% | 256 | 5.63% | 267 | 4.60% | 276 | 4.58% | 285 |
| Technician II | | | | | | | | |
| Plnt Oper II (WW) | 4.08% | 273 | 4.58% | 282 | 4.58% | 291 | 4.60% | 300 |
| Eng. Tech II | 4.08% | 273 | 4.58% | 282 | 4.58% | 291 | 4.60% | 300 |
| Equip. Mech. | 8.30% | 262 | 8.86% | 279 | 5.09% | 289 | 5.65% | 300 |
| Technician III | | | | | | | | |
| Plnt Oper III(WW) | 5.66% | 299 | 6.16% | 311 | 4.57% | 320 | 4.60% | 329 |
| Eng. Tech III | 5.66% | 299 | 6.16% | 311 | 4.57% | 320 | 4.60% | 329 |
| Asst. Planner | 5.66% | 299 | 6.16% | 311 | 4.57% | 320 | 4.60% | 329 |
| Bldg/Eng.Inspec. | 5.66% | 299 | 6.16% | 311 | 4.57% | 320 | 4.60% | 329 |
| Supv/Prof/Coord | 5.66% | 299 | 6.16% | 311 | 4.57% | 320 | 4.60% | 329 |
| Tech IV | | | | | | | | |
| Info Sys. Tech | 4.04% | 321 | 4.59% | 330 | 4.59% | 339 | 4.59% | 348 |
| Web Analyst | 4.04% | 321 | 4.59% | 330 | 4.59% | 339 | 4.59% | 348 |
| Sr. Bldg/Eng.Ins. | 4.04% | 321 | 4.59% | 330 | 4.59% | 339 | 4.59% | 348 |

Exhibit C

Paso Robles Police Association
Memorandum of Understanding for
April 1, 2006 through March 31, 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF EL PASO DE ROBLES

AND

THE PASO ROBLES POLICE ASSOCIATION

April 1, 2006 - March 31, 2010

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 forty-eight (48) months, commencing April 1, 2006 and shall remain in effect until March 31, 2010; and also from year to year thereafter unless and until one of the parties fulfils the conditions of Section 3, Renegotiations.

3. **RENEGOTIATIONS**

The Association shall present its request for a new agreement by December 15, 2009. Meeting and conferring shall commence no later than January 15, 2010.

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. Salary increases for the term of this agreement shall be as follows:

Police Officer Classifications

| | Across the Board | Market | |
|---------------|------------------|-----------------|------|
| April 1, 2006 | 3.5% retroactive | October 1, 2006 | 3.5% |
| April 1, 2007 | 3.5% | October 1, 2007 | 3.5% |
| April 1, 2008 | 3.0% | October 1, 2008 | 3.0% |
| April 1, 2009 | 3.0% | October 1, 2009 | 3.0% |

Dispatch Classifications

| | Across the Board | Market | Total |
|---------------|------------------|-----------------------|-------|
| April 1, 2006 | 4% retroactive | 8% retroactive | 12% |
| April 1, 2007 | 4% | 4% | 8% |
| April 1, 2008 | 4% | 4% | 8% |
| April 1, 2009 | 4% | 2% | 6% |

- A. Pay rate changes effective with this agreement shall be made to each employees pay check on or before the second pay date following Council adoption of this agreement.
- B. Retroactive compensation to the April 1, 2006 date shall be made in a separate check to each employee at or before the third pay date following Council adoption of this agreement.
- C. 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 be one hundred (\$100) dollars a month for an intermediate certificate and fifty (\$50) dollars a month for an advanced certificate, for a combined maximum of \$150. Effective July 1, 2006, the amounts payable will be modified to two and a half (2.5%) percent of base pay for an intermediate certificate and one (1.0%) percent for an advanced certificate, for a combined maximum of three and a half (3.5%) percent.

- B. Education Incentive for Dispatchers. Dispatchers who obtain and maintain an Emergency Medical Dispatcher (EMD) and CPR certifications will receive an additional stipend of \$100 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 \$3000.00. Other provisions of the Educational Reimbursement Policy shall remain unchanged for the term of the agreement.

7. **OVERTIME**

A. Non-Sworn Employees

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.

Sworn Employees

All authorized time worked in excess of eighty (80) hours biweekly 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 shall accrue 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 Forty Thousand (\$40,000) Dollar coverage plan with double indemnity.

B. **Medical and Dental Insurance.**

Health

The Blue Cross PPO One Plan will be offered to all unit employees. City and employee contributions will be as follows:

| | |
|-------------------|--|
| Employee Only | City pays 100% |
| Emp + 1 Dependent | City pays \$570.70; Employee pays \$75.31 |
| Family | City pays \$803.03; Employee pays \$119.83 |

DENTAL

The Principal Dental Plan will be offered to all units. City and employee contributions will be as follows

| | |
|---------------|---|
| Employee Only | City pays 100% |
| Family | City pays \$79.82; Employee pays \$2.32 |

For the term of this agreement, for both health and dental insurance, the City will modify its maximum dollar contribution by an amount equal to 100% of the employee only premium and three quarters (3/4) of premium increases for employee and dependent(s). Employees shall be responsible for the remaining one quarter (1/4) of any increases.

Benefits

Benefits shall be those in effect on the ratification date of this side letter agreement or as subsequently agreed to by the parties.

- C. Vision Coverage. For the term of this Agreement, the City agrees to pay a maximum of Twenty five an 65/100 Dollars \$25.65 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 3% @ 50 formula. The formula for miscellaneous employees is the 2.5% @ 55 formula.

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

The City agrees to provide the following Retiree Health Benefits provided that retirees have retired from the City of Paso Robles under established PERS Benefit package, and have a minimum of Ten (10) years City service. This provision applies to all regular, full-time City employees.

The City agrees to reimburse the retiree for retiree and/or retiree's dependent health (medical/dental/vision) insurance premiums, disability insurance, long-term health care or life insurance premiums, provided that retiree has retired under established P.E.R.S. benefit package up to \$500 per month maximum.

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

Non-Sworn Employees

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.

Sworn Employees

All Sworn employees in the Police Department Unit will work eighty (80) hours biweekly 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/her 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

1. 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. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

CITY OF EL PASO DE ROBLES

PASO ROBLES POLICE ASSOCIATION

James L. App, City Manager

Ty Lewis

Date

Tod Rehner

Nicki Woods

Rochelle Ross

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 4/1/06

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 362 | \$5,193 | \$5,514 | \$5,854 | \$6,215 | \$6,598 |
| Officer | 302 | \$3,851 | \$4,089 | \$4,341 | \$4,608 | \$4,893 |
| Dispatcher | 256 | \$3,061 | \$3,250 | \$3,450 | \$3,663 | \$3,890 |

Effective Date 10/1/06

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 369 | \$5,378 | \$5,709 | \$6,062 | \$6,435 | \$6,832 |
| Officer | 309 | \$3,988 | \$4,234 | \$4,995 | \$4,772 | \$5,067 |
| Dispatcher | 256 | \$3,061 | \$3,250 | \$3,450 | \$3,663 | \$3,890 |

Effective Date 4/1/07

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 376 | \$5,569 | \$5,912 | \$6,277 | \$6,664 | \$7,077 |
| Officer | 316 | \$4,129 | \$4,385 | \$4,654 | \$4,942 | \$5,245 |
| Dispatcher | 272 | \$3,316 | \$3,520 | \$3,737 | \$3,968 | \$4,213 |

Effective Date 10/1/07

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 383 | \$5,767 | \$6,122 | \$6,500 | \$6,901 | \$7,329 |
| Officer | 323 | \$4,275 | \$4,540 | \$4,820 | \$5,117 | \$5,432 |
| Dispatcher | 272 | \$3,316 | \$3,520 | \$3,737 | \$3,968 | \$4,213 |

APPENDIX I (Page2)
PASO ROBLES POLICE ASSOCIATION
BASE SALARY RANGE

Effective Date 4/1/08

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 389 | \$5,942 | \$6,308 | \$6,697 | \$7,113 | \$7,551 |
| Officer | 329 | \$4,406 | \$4,677 | \$4,966 | \$5,272 | \$5,597 |
| Dispatcher | 288 | \$3,591 | \$3,813 | \$4,048 | \$4,298 | \$4,562 |

Effective Date 10/1/08

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 395 | \$6,122 | \$6,500 | \$6,901 | \$7,329 | \$7,781 |
| Officer | 335 | \$4,540 | \$4,820 | \$5,117 | \$5,432 | \$5,767 |
| Dispatcher | 288 | \$3,591 | \$3,813 | \$4,048 | \$4,298 | \$4,562 |

Effective Date 4/1/09

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 401 | \$6,308 | \$6,697 | \$7,113 | \$7,551 | \$8,018 |
| Officer | 341 | \$4,677 | \$4,966 | \$5,272 | \$5,597 | \$5,942 |
| Dispatcher | 300 | \$3,813 | \$4,048 | \$4,298 | \$4,562 | \$4,844 |

Effective Date 10/1/09

| <u>Classification</u> | <u>Range</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Sergeant | 407 | \$6,500 | \$6,901 | \$7,329 | \$7,781 | \$8,262 |
| Officer | 347 | \$4,820 | \$5,117 | \$5,432 | \$5,767 | \$6,122 |
| Dispatcher | 300 | \$3,813 | \$4,048 | \$4,298 | \$4,562 | \$4,844 |

Exhibit D

Unrepresented Confidential,
Professional and Management
Salary and Benefit Plan for
April 1, 2006 through March 31, 2010

COMPENSATION & BENEFIT PLAN SALARY AMENDMENTS

Confidential, Professional & Management Employees

April 1, 2006 – March 31, 2010

| <u>CLASSIFICATION</u> | Current salary Range | ~~~~~Amended Salary Ranges~~~~~ | | | |
|--------------------------|----------------------|---------------------------------|---------------------|---------------------|---------------------|
| | <u>4/05-3/06</u> | <u>4/06-3/07</u> | <u>4/07-3/08</u> | <u>4/08-3/09</u> | <u>4/09-3/10</u> |
| Confidential Assistant | \$35,652 - 45,300 | \$37,104 - 47,148 | \$38,808 - 49,308 | \$40,596 - 51,576 | \$42,456 - 53,940 |
| Executive Assistant | \$43,092 - 54,744 | \$45,756 - 58,128 | \$48,576 - 61,716 | \$51,576 - 65,508 | \$55,020 - 69,900 |
| Professional Manager II | \$59,304 - 75,324 | \$62,940 - 79,968 | \$66,828 - 84,924 | \$70,944 - 90,168 | \$75,696 - 96,216 |
| Professional Manager III | \$75,696 - 96,216 | \$80,364 - 102,156 | \$85,356 - 108,456 | \$90,612 - 115,164 | \$96,684 - 122,868 |
| Executive Manager | \$94,776 - 120,444 | \$100,620 - 127,860 | \$106,824 - 135,744 | \$113,424 - 144,120 | \$121,008 - 153,768 |

NOTE 1: Position classifications are general categories of job types that include many different technical fields. Prof/Mgr II includes the positions of Associate Planner, Deputy Building Official, GIS Analyst, Housing Manager, Human Resources Manager & Recreation Services Manager. Prof/Mgr III includes Fire Battalion Chief, Building Official, Capitol Projects Engineer, City Engineer, City Librarian, City Planner, Finance Manager, Information Systems Manager, Maintenance Superintendent, Police Lieutenant & Water Resources Manager. Executive Manager includes all department heads.

Exhibit E

Part Time Workers
Salary and Benefit Plan for
April 1, 2006 through March 31, 2010

WAGE RATE AMENDMENTS
Part-Time/Hourly Employees
April 1, 2006 – March 31, 2010

| <u>CLASSIFICATION</u> | Current Hourly Wage Range <u>4/05-3/06</u> | ~~~~~Amended Hourly Wage Ranges~~~~~ | | | |
|-----------------------|---|--------------------------------------|-------------------|-------------------|-------------------|
| | | <u>4/06-3/07</u> | <u>4/07-3/08</u> | <u>4/08-3/09</u> | <u>4/09-3/10</u> |
| Staff Aide | \$8.50-9.50/hr. | \$9.00-10.00/hr. | \$9.50-10.50/hr. | \$10.00-11.00/hr. | \$10.50-11.50/hr. |
| Staff Assistant I | \$10.00-11.50/hr. | \$10.55-12.00/hr. | \$11.00-12.50/hr. | \$11.50-13.00/hr. | \$12.00-13.50/hr. |
| Staff Assistant II | \$12.00-13.50/hr. | \$12.50-14.00/hr. | \$13.25-14.75/hr. | \$14.00-15.50/hr. | \$14.75-16.25/hr. |
| Staff Assistant III | \$14.50-16.00/hr. | \$15.25-16.75/hr. | \$16.00-17.50/hr. | \$16.75-18.25/hr. | \$17.50-19.00/hr. |
| Staff Assistant IV | \$18.00-19.50/hr. | \$18.75-21.00/hr. | \$19.75-22.00/hr. | \$20.50-22.75/hr. | \$21.25-23.50/hr. |

NOTE 1: Position classifications are general categories of job types that include many different types of work. Examples would include, but not be limited to:

- Staff Aide – Recreation; Maintenance; Clerical, &/or Customer Service Aide.
- Staff Asst. I – Lifeguard; Recreation Leader I; Library Assistant I; Unskilled Labor/Maintenance.
- Staff Asst. II – Water Safety Instructor; Police Cadet; Administrative Assistant I; Recreation Leader II; Library Assistant II; General Labor/Maintenance.
- Staff Asst. III – Asst. Pool Manager; Planning Intern; Administrative Assistant II; Library Assistant III; Skilled Labor/Maintenance; Security, Asst. Police Dispatcher.
- Staff Asst. IV – Pool Manager; Recreation or Library Coordinator; Police Officer Trainee.

NOTE 2: Staff Aide and Staff Assistant I/II/III - Individual hourly wage rates may be adjusted in increments of \$.50 per hour within established wage ranges.
Staff Assistant IV: Individual hourly may be adjusted in increments of \$.75 cents per hour within established ranges.

NOTE 3: Continuously employed, year-round staff may become eligible for wage rate adjustment (in increments of \$.50/hr.or \$.75/hr) upon successful completion of each 12 months continuous service provided they have worked at least 600 hours and their performance for the period is rated at least "satisfactory." Temporary or seasonal staff may become eligible for wage adjustment once they have worked 600 hours and their performance is rated at least satisfactory.