

RESOLUTION NO. 2764

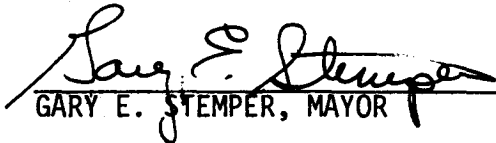
A RESOLUTION OF AGREEMENT REACHED BY THE REPRESENTATIVES OF THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES POLICE OFFICER ASSOCIATION, THE RECOGNIZED EMPLOYEE ORGANIZATION FOR THE POLICE DEPARTMENT UNIT, STATING IN WRITING A MEMORANDUM OF UNDERSTANDING

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


WHEREAS, City Code Section 2.44.020 and 2.44.040 provide for adoption of salaries and wages by resolution.

NOW, THEREFORE, BE IT RESOLVED that those employees of the City of El Paso de Robles within the Police Department Unit, as defined by Resolution No. 2008, as amended by Resolution No. 2026, shall be subject to the following wages, hours and other terms and conditions of employment as provided for in the Memorandum of Understanding attached hereto and marked Exhibit "A".

PASSED AND ADOPTED this 20th day of July, 1982.

  
GARY E. STEMPER, MAYOR

ATTEST:

  
DONALD B. KEEFER, CITY CLERK

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO )ss.  
CITY OF EL PASO DE ROBLES )

I, DONALD B. KEEFER, City Clerk of the City of El Paso de Robles, California, do hereby certify that the foregoing Resolution No. 2764 was duly and regularly adopted, passed and approved by the City Council of the City of El Paso de Robles, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the 20th day of July, 1982 by the following roll call vote:

AYES: Councilmen Monroe, Ovitt, Parish, Thorndyke and Stemper

NOES: None

ABSENT: None

Dated this 20th day of July, 1982

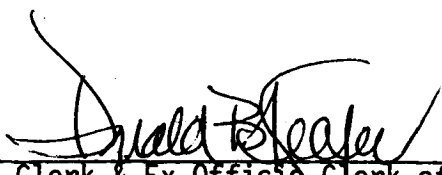
  
City Clerk & Ex-Officio Clerk of the City Council  
City of El Paso de Robles.

EXHIBIT "A"

A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
REPRESENTATIVES OF THE CITY OF EL PASO DE  
ROBLES AND THE PASO ROBLES POLICE OFFICERS  
ASSOCIATION FOR THE EMPLOYEES COMPRISING  
THE RECOGNIZED ORGANIZATION FOR THE POLICE  
DEPARTMENT UNIT, STATING IN WRITING A  
MEMORANDUM OF UNDERSTANDING

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6       1. Recognition. As provided in the City of Paso Robles'  
7 (hereinafter "City") Resolution No. 2030 dated April 5, 1976,  
8 City recognizes the Paso Robles Police Officers Association (here-  
9 inafter "Association") as the representative of the employees in  
10 the Law Enforcement Unit (hereinafter "Unit") on classifications  
11 as listed in the P.E.R.S. Contribution article.

12       2. Term. The term of this Agreement shall be one (1) year  
13 commencing July 1, 1982, and shall remain in effect until June 30,  
14 1983 and also from year to year thereafter unless and until one  
15 of the parties fulfills the conditions of Section 3, Renegotia-  
16 tions.

17       3. In the event either party to this Agreement desires to  
18 negotiate a successor agreement, such party shall serve upon the  
19 other its written request to begin negotiations as well as its  
20 full and entire written proposals for a new agreement by March 15,  
21 1983 or any year thereafter, in which event meeting and conferring  
22 shall commence no later than April 15.

23       4. Paydays. Employees shall be paid twice each month for  
24 regular hours of work on the 5th and 20th of each month or on  
25 the Friday preceding the 5th or 20th in the event that either  
26 falls on a Saturday or Sunday, or on the following Tuesday, if  
27 Monday is a designated holiday and falls on the 5th or 20th.

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1           5. P.E.R.S. Contribution. The parties agree to implement  
2 the following increases for the Police Officer, Police Sergeant,  
3 and Dispatcher classifications as indicated:

4           A. The City shall pay five percent (5%) of the seven  
5 percent (7%) Public Employee Retirement System  
6 (P.E.R.S.) contribution. The fund contribution  
7 shall continue to be considered the employee's  
8 contribution under P.E.R.S. reporting regulations.

9           B. Salary ranges in effect as of June 1982 will continue  
10 in effect for the term of the agreement.

11           6. Shooting Pay. Shooting pay shall be in conformance with  
12 current City practice as follows:

<u>SCORE</u>	<u>PAY</u>
0-254	\$ 5.00
255-268	10.00
269-284	15.00
285-300	20.00

16           7. Educational Incentive. See Appendix A.

17           8. Overtime. All authorized time worked in excess of forty  
18 (40) hours per calendar week shall be compensated at the rate of  
19 one and one-half times the employee's regular base hourly rate  
20 of pay. Overtime of less than twenty (20) minutes in any work-  
21 day shall not be included in determining the total number of hours  
22 worked. Thereafter, overtime shall be computed to the nearest  
23 half hour. At the request of any employee eligible for overtime  
24 pay, the Chief of Police may provide that, in lieu of cash pay-  
25 ment for any overtime, he/she may be allowed time off with pay  
26 at the rate of one hour for each hour of overtime worked. Any  
27 such time off shall be taken at a time mutually agreed upon by  
28 the employee and the Chief of Police within thirty (30) days in

1 which the overtime was worked. In the event that such time off  
2 is not taken by the employee within the time limit, he/she shall  
3 be given cash payment for the overtime hours worked at the time  
4 and one-half overtime rate based on his/her salary at the time  
5 the overtime was worked.

6 9. Uniforms. The uniform allowance shall be \$360.00 per  
7 year for the Police Department Unit as defined by Resolution  
8 No. 2008, Section 9, which is for the complete maintenance and  
9 replacement of pants, shirts, hat and jacket. If said employees,  
10 during the normal course of their duties, are involved in an in-  
11 cident within their scope of employment wherein their personal  
12 property or equipment is damaged, destroyed or taken as a direct  
13 result of the incident, the employee may request the Chief of  
14 Police to investigate the facts surrounding the incident. If  
15 the Chief of Police is satisfied that the facts of the incident  
16 occurred within the scope of employment of the employee, and the  
17 employee was exercising good judgment at the time of the incident,  
18 he shall forward to the City Manager a report recommending just  
19 compensation and upon approval of the report by the City Manager  
20 he shall order payment.

21 10. Holidays. Employees shall receive credit for holidays  
22 at the rate of one (1) 8-hour day per month for a total of twelve  
23 (12) holidays a year. Said holidays shall not be accumulated,  
24 but should holiday not be used because of workload and upon  
25 approval of the Chief of Police, an employee shall be paid for  
26 said unused holiday.

27 11. Sick Leave. All eligible employees shall accrue one work-  
28 ing day of sick leave with pay for each month of service with

1 unlimited accumulation. No employee shall be entitled to receive  
2 any sick leave with pay until he/she has been continuously em-  
3 ployed for a period of six (6) months. Upon completion of this  
4 six (6) month period, the employee shall be credited with six (6)  
5 days of sick leave.

6       A. Absence Requirements. Sick leave with pay shall only  
7 be granted upon the recommendation of the Chief of  
8 Police in case of bona fide illness or disability,  
9 or in the event of illness or death of a relative  
10 (meaning spouse, parent, child, sister, brother,  
11 grandparent or grandchild and the corresponding  
12 relative by marriage). In the latter case, allowable  
13 sick leave shall not exceed three (3) days but may  
14 be granted five (5) days where out-of-state travel  
15 is necessary.

16       B. Absence Procedure. Sick leave may be used only for  
17 the reasons described above. If an employee uses  
18 sick leave, he/she must follow the absence procedures  
19 determined by the Chief of Police.

20       12. Vacation. Vacation leave with pay shall be in accordance  
21 with the following schedule:

22	<u>Years of Service</u>	<u>Rate Earned</u>	<u>Annual Earned</u>
23	0-3 yrs.*	10/12 per mo.	80 hrs. (10 days)
24	4-5 yrs.**	12/12 per mo.	96 hrs. (12 days)
25	6-7 yrs.	14/12 per mo.	112 hrs. (14 days)
26	8-9 yrs.	16/12 per mo.	128 hrs. (16 days)
27	10-12 yrs.	18/12 per mo.	144 hrs. (18 days)
28	12 & over	20/12 per mo.	160 hrs. (20 days)

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

4 \*\*From the anniversary date concluding the third full year of  
5 employment to the anniversary date of the conclusion of the  
6 fifth year of employment, twelve-twelfths (12/12) of a day vaca-  
7 tion per month shall be accrued and so forth.

8 13. Insurance.

9 A. Life Insurance. The City shall pay to the insurance  
10 carrier 100% of all premiums payable, and all em-  
11 ployees shall be covered by a basic \$10,000 coverage.

12 B. Current Major Medical and Hospitalization Insurance.  
13 For the term of this Agreement, the City agrees to  
14 pay the following amounts toward health care coverage:

15 Employee only	\$ 64.58
16 Employee + 1 dependent	105.51
17 Employee + 2 or more dependents	125.22

18 C. Dental Coverage. For the term of this Agreement,  
19 the City agrees to pay a maximum of \$19.38 per month  
20 toward the existing dental coverage.

21 D. Vision Coverage. For the term of this Agreement,  
22 the City agrees to pay a maximum of \$9.70 per month  
23 toward the existing vision coverage.

24 14. Retirement.

25 A. The employees of the City of Paso Robles are current-  
26 ly under the Public Employees Retirement System of  
27 the State of California. The contract with P.E.R.S.  
28 as approved by the City Council is for Safety

1 Employees, the 2/55 formula.

2 B. Effective April 1, 1983, the City will add the 1959  
3 Survivor's Benefits to the existing retirement pro-  
4 gram.

5 15. Probationary Period. The probationary period for the  
6 Police Department Unit, as defined by Resolution No. 2008, Sec-  
7 tion 9, shall be a twelve (12) month period. This shall include  
8 new employees and promotions.

9 16. Hours of Work. All employees in the Police Department  
10 Unit will work forty (40) hours per week as scheduled by manage-  
11 ment, included in such hours, one-half (1/2) hour per shift for  
12 the purpose of eating shall be permitted, except as otherwise  
13 provided by law, all employees in the city shall be entitled to  
14 one (1) fifteen (15) minute rest period for each four (4) hours  
15 worked. Nothing contained herein shall be construed to prevent  
16 the City Council or Chief of Police from scheduling individual  
17 employees rest breaks so as to provide for the proper and effi-  
18 cient administration of the departments and functions.

19 17. Dues Deductions. The City agrees to deduct Association  
20 dues for employees covered by this Agreement when authorized in  
21 writing by the individual employee concerned on forms acceptable  
22 to the City. It is further understood and agreed that the City  
23 shall not be required to deduct said dues or remit same to Asso-  
24 ciation when any employee covered by this Agreement requests in  
25 writing that City cease such deductions.

26 It is also agreed that the Association shall indemnify and  
27 save the City harmless against any and all claims, demands, suits,  
28 or other forms of liability that shall arise out of or by reason

1 of action taken or not taken by the City for the purpose of com-  
2 plying with the provisions of this Article. It is further agreed  
3 and understood by the parties that dues deduction privileges as  
4 set forth in this Article may be revoked by the City if the pro-  
5 visions of Article 24, Peaceful Performance, are violated by the  
6 Association.

7 18. Use of City Space. Subject to prior approval of the  
8 City, the Association may utilize city meeting room space to  
9 conduct Association meetings. Such meetings shall not disrupt  
10 the operation of any City department or activity.

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

19 20. Association Leave. Effective July 1, 1982, unit members  
20 will be allowed to contribute accumulated compensatory time off  
21 to a special account for the use of Association executive officers.  
22 Association officers may, subject to all normal approvals and re-  
23 strictions for time off requirements, receive up to twenty-four  
24 (24) hours per fiscal year off for attendance at meetings,  
25 seminars, etc. on behalf of the Association.

26 At no time may the Association Compensatory Time account con-  
27 tain more than a total of eighty (80) accrued hours.

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1       21. Classification and Pay Study. The City agrees to under-  
2 take a classification and pay study for the individuals working  
3 in the Dispatcher class. The study shall be completed by  
4 November 30, 1982. Upon completion, the City shall consult with  
5 the Association regarding results of the study. No pay adjust-  
6 ments shall be considered until negotiations for the period  
7 beginning July 1, 1983.

8       22. Joint Studies. The City and Association agree to conduct  
9 a joint study on the Field Training Officer program and Activity  
10 Watch Commander assignments. The extent to which the officers  
11 are performing duties, if any, beyond their normal scope, will  
12 be considered along with more general observations and recommenda-  
13 tions. The study will be conducted by four (4) member teams with  
14 two (2) members of the Association and two (2) by the Chief of  
15 Police. A final report shall be completed by January 1, 1983  
16 to allow its consideration during negotiations for period begin-  
17 ning July 1, 1983.

18       23. On Call Pay - Court Assignments. Effective July 1, 1982,  
19 officers may be assigned on call for court appearances by their  
20 supervisor. When assigned, the officers: 1) must be immediately  
21 available by telephone; 2) must be able to respond to Court  
22 within thirty (30) minutes; 3) will receive two (2) hours pay  
23 at straight time.

24           A. If called to court, the officer will work the first  
25 hour, including travel time, without pay. The  
26 officer will receive normal compensation for time  
27 worked in excess of one (1) hour.

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1           24. Peaceful Performance.

2           A. Apart from and in addition to existing legal restric-  
3           tions upon work stoppages, the Association hereby  
4           agrees that neither it nor its officers, agents or  
5           representatives shall incite, encourage, or partici-  
6           pate in any strike, walkout, slowdown, speedup, or  
7           other work stoppage during the life of this Agreement  
8           for any cause or dispute whatsoever, either with the  
9           Association or with any other person or organization.  
10          In the event of work stoppage as enumerated above,  
11          the Association, its officers, agents and represen-  
12          tatives shall do everything within their power to end  
13          or avert the same. Violation hereof will subject  
14          violation to legal and equitable judicial relief.

15          B. Any employee engaging in or assisting any work  
16          stoppage as enumerated above, or refusing to per-  
17          form duly assigned services in violation of this  
18          Article, shall be subject to discipline up to and  
19          including termination. The City reserves the right  
20          to selectively discipline employees hereunder.

21          25. Management Functions. All management rights and func-  
22          tions except those which are clearly and expressly limited in  
23          this Memorandum of Understanding shall remain vested exclusively  
24          in the employer. It is expressly recognized merely by way of  
25          illustration and not by way of limitation that such rights and  
26          functions include, but are not limited to:

- 27                 1. Manage the city.  
28                 2. Schedule working hours.

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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 alyout 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.

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- 1 16. Determine policy affecting the selection of new
- 2 employees.
- 3 17. Determine the establishment of qualify and quantity
- 4 standards and the judgment of qualify and quantity
- 5 of work required.
- 6 18. Determine administration of discipline.
- 7 19. Determine control and use of city property, materials
- 8 and equipment.
- 9 20. Schedule work periods and determine the number and
- 10 duration of work periods.
- 11 21. Establish, modify, eliminate or enforce fules and
- 12 regulations.
- 13 22. Place work with outside firms.
- 14 23. Determine the kinds of numbers of personnel necessary.
- 15 24. Determine the methods and means by which such opera-
- 16 tions are to be conducted.
- 17 25. Require employees, where necessary, to take in-service
- 18 training courses during working hours.
- 19 26. Determine duties to be included in any job classifi-
- 20 cation.
- 21 27. Determine the necessity of overtime and the amount
- 22 of overtime required.
- 23 28. Take any necessary action to carry out the mission
- 24 of the department in cases of an emergency.
- 25 29. Prescribe a uniform dress to be worn by designated
- 26 employees.

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

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

8       27. Provisions of Law. It is understood and agreed that  
9 this Agreement is subject to all current and future applicable  
10 federal, state and county laws. If any part of this Agreement  
11 is in conflict with or inconsistent with the above applicable  
12 laws or is otherwise held to be invalid or unenforceable by any  
13 court of competent jurisdiction, such part shall be suspended  
14 or superseded by such applicable law and the remainder of this  
15 Agreement shall not be affected.

16       28. State Funding Reopener. Should the State of California  
17 reduce subvention payments to the City below the level provided  
18 for in the State Budget adopted June 1982, the City reserves  
19 the right to reopen negotiations on those sections of the agree-  
20 ment dealing with employee wages, PERS contributions, and insur-  
21 ance coverage.

22       29. Full Understanding.

23       A. It is intended that this Agreement set forth the  
24 full and entire understanding of the parties re-  
25 garding the matters set forth herein and all other  
26 topics subject to meet and confer, and therefore  
27 any other prior or existing understanding or agree-  
28 ment by the parties, whether formal or informal,

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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.

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## APPENDIX A

### EDUCATIONAL INCENTIVE PROGRAM

#### A. PURPOSE:

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

#### B. OBJECTIVES

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

#### C. SCOPE

Employees who have completed their first probationary period with the Paso Robles Police Department and who are occupying permanent full-time



positions in the classifications of Police Sergeant, Police Detective, Police Juvenile Officer, and Police Officer are eligible to participate in the Educational Incentive Program.

D. EDUCATIONAL INCENTIVE ALLOWANCE:

1. Employees found eligible for participation in this program and possessing the Peace Officers Standards and Training Intermediate Certificate or an Associate of Arts or Associate of Science degree from an accredited two-year college in a field approved by the Educational Incentive Committee will be eligible to receive an additional Fifty Dollars (\$50.00) per month compensation beyond their regular base salary as set forth in the Salary Resolution, passed by the City Council for the current fiscal year.
2. Employees found eligible for participation in this program and possessing a Bachelor of Arts or Bachelor of Science degree from an accredited four-year college in a field approved by the Educational Incentive Committee or the Peace Officers Standards and Training Advanced Certificate will be eligible to receive an additional One-Hundred Dollars (\$100.00) per month compensation beyond their regular base salary as set forth in the Salary Resolution for the current fiscal year.
3. At such time as the Intermediate or Advanced Peace Officers Standards and Training Certificate or an Associate of Arts or Associate of Science degree or a Bachelor of Arts or Bachelor of Science degree is included in the minimum qualifications for one or more of the eligible classes, employees in those classes shall no longer be eligible for the additional compensation, provided that said employees shall be entitled to the Educational

Incentive Allowance set forth in Section D, paragraph 1 and 2 herein during such time or times as they shall meet the continuing eligibility requirements set forth in Section F herein, and further provided that said employees were permanent full-time sworn employees of the Paso Robles Police Department and held positions in the affected class or classes on or before July 1, 1981.

E. PROCEDURE FOR ESTABLISHING INITIAL ELIGIBILITY:

1. Law enforcement officers who possessed the (appropriate) Peace Officers Standards and Training Advanced Certificate on July 1, 1976, and submit such certificate to the Chief of Police and Educational Incentive Committee for verification shall be deemed to have established initial eligibility for an Educational Incentive Allowance as of July 1, 1976.
2. Law enforcement officers who possessed or have satisfactory evidence of completion of the requirements for an Associate of Arts or Associate of Science degree or a Bachelor of Arts or Bachelor of Science degree on July 1, 1976, and who submit such degrees or a letter from the educational institution evidencing satisfactory completion of the requirements leading to such degrees in the Chief of Police and Education Incentive Committee for verification shall be deemed to have established initial eligibility for an Educational Incentive Allowance as of July 1, 1976.
3. Employees qualifying for an initial or increased allowance because of changes in the program effective July 1, 1981, shall follow the procedures in E1 or E2 as appropriate to establish initial eligibility.

4. If an employee possesses a valid California State Commission on Peace Officers Standards and Training Advanced or Intermediate Certificate and possesses an Associate of Arts or Associate of Science degree or a Bachelor of Arts or Bachelor of Science degree, he shall be entitled to receive compensation for only one of those achievements.
5. After July 1, 1976 (or July 1, 1981 due to program revisions), law enforcement officers who attain the requisite Peace Officers Standards and Training Certificates or requisite educational degrees or who have satisfactory evidence of completion of the requirements leading to the degrees shall submit satisfactory completion of the requirements leading to the degree to the Chief of Police and Educational Incentive Committee, which shall meet in the last month of each quarter of each fiscal year to approve payment of the Educational Incentive Allowance and review policies and procedures. Establishment of initial eligibility for an Educational Incentive Allowance entitles the employee to receive the Educational Incentive Allowance through June 30th of the subsequent year. In no event shall initial eligibility continue for more than two years.
6. After July 1, 1976 (or July 1, 1981), employees who intend to establish initial eligibility for any of the Educational Incentive Allowance payments shall notify the Chief of Police and Educational Incentive Committee of their intention to establish initial eligibility no later than June 15th of the fiscal year preceding the fiscal year in which the initial eligibility shall be established.

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

F. PROCEDURE FOR ESTABLISHING CONTINUING ELIGIBILITY:

1. Employees must present evidence of successful completion of the annual approved education or approved training requirement by June 15th of each year to be entitled to receive an Educational Incentive Allowance during the next 2-year requalification period. The education and training requirements to be completed within the 2-year period are: Completion of six (6) semester units or nine (9) quarter units of college-level work or equivalent training (with 20 training hours equaling one (1) semester unit) approved by the Educational Incentive Committee. To forestall any problems of disapproval of courses or training, employees who are pursuing continuing eligibility should submit a list of the college courses and/or training to be undertaken along with a brief description thereof to the Educational Incentive Committee so that approval of the courses or training may be given prior to its undertaking along with a brief description thereof to the Educational Incentive Committee so that approval of the courses or training may be given prior to its undertaking or completion. In addition, all courses used to establish continuing eligibility shall represent a logical progression of the employee's educational goals and shall not be a repetition of any course used to establish initial eligibility or previous continuing eligibility. Service as a qualified instructor for any of the above college courses or approved training may be substituted on a unit-for-unit or hour-for-hour basis.

2. Satisfactory completion of college-level courses shall mean that the employee must receive at least a grade of "C" or better for the course when the course is graded with differential grades.
3. Satisfactory completion of training shall mean certificate of completion by the instructor.
4. All courses and training that are applied to this program shall have been taken on the employee's own time and not at City expense. The City will, however, provide City cars, when available, for travel to local classes. If cars are not available, mileage reimbursement will be paid.
5. Employees who become eligible for an increase in the amount of their Educational Incentive Allowance by reason of increased educational level or an additional Peace Officers Standards and Training Certificate shall notify the Chief of Police and Educational Incentive Allowance by June 15th of each 2-year requalification period. Failure to notify the Chief of Police and Educational Incentive Committee shall preclude that employee from receiving the increased amount of the Educational Incentive Allowance during the next fiscal year.

G. EDUCATIONAL INCENTIVE COMMITTEE:

1. The composition of the Educational Incentive Committee shall be as follows: Chief of Police or his designated management representative, an employee selected by the Paso Robles Police Association, City Manager or his designated representative, and the Personnel Officer or his designated representative.
2. The Educational Incentive Committee shall meet in the last month of each quarter of each fiscal year to approve payment of the

Educational Incentive Allowances and to review policies and procedures. At least three members must be present to conduct business, and any decision must have the concurrence of three members. For the purpose of approving or disapproving payment of an Educational Incentive Allowance, the Educational Incentive Committee shall review all applications using the criteria set forth in this Program. In addition, the Educational Incentive Committee shall approve specific degrees, degree fields, undergraduate courses, graduate courses and training only upon finding that they are law enforcement related or of benefit to the employee, the Police Department, the law enforcement profession, and the City of Paso Robles. In the last month of each quarter of the fiscal year, the Educational Incentive Committee shall forward to the City Manager with its recommendation, all applications for an Educational Incentive Allowance. The City Manager shall have final authority for approving or disapproving payments under this Program, subject to appeal to the City Council. The City Manager shall have mailed a written notice of disapproval to any applicant, who may appeal the decision to the City Council. The request for a hearing on the appeal must be in writing and must be received by the City Council within 15 days of service of the notice of disapproval.

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

3. The Educational Incentive Committee shall develop such request, reporting and notification procedures as are necessary for the successful functioning of this Program. These procedures may

include the pre-notification of possible eligibility for an Educational Incentive Allowance and requests for tentative approval of courses and degree fields for both initial eligibility and continuing eligibility, provided that failure to give such notice or tentative approval shall not operate to establish eligibility for any person who has not complied with the substantive and procedural requirements of the City Ordinance and Resolutions of the City Council.

H. EDUCATIONAL INCENTIVE ALLOWANCE PAYMENTS:

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

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