

RESOLUTION NO. 3038

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

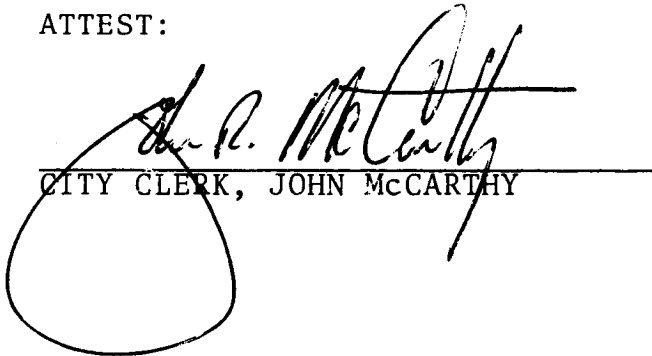
WHEREAS, the City Code Section 2.44.020 and 4.22.040 provide for adoption of salaries and wages by resolution.

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 6th day of August, 1985.


MAYOR GARY E. STEMPEP

ATTEST:


CITY CLERK, JOHN McCARTHY

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
CITY OF EL PASO DE ROBLES } SS.

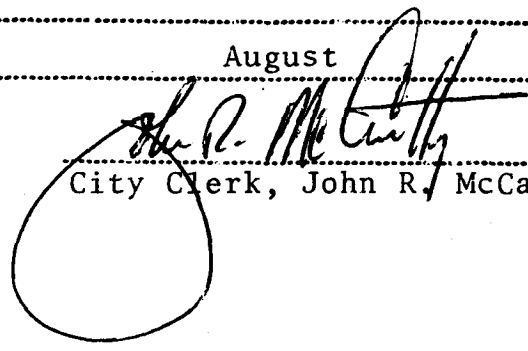
I, John R. McCarthy, City Clerk of the City of El Paso de Robles, California, do hereby certify that the foregoing Resolution No. 3038 was duly and regularly adopted, passed, and approved by the City Council of the City of El Paso de Robles, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the 6th day, of August 19 85, by the following vote:

AYES: Councilmen Cousins, Ovitt, Russell, Thorndyke and Stemper

NOES: Councilmen None

ABSENT: Councilmen None

Dated this 6th day of August, 19 85


City Clerk, John R. McCarthy

City of El Paso de Robles

July 25, 1985

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

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 Officers Association (hereinafter "Association") as the representative of the employees in the Law Enforcement Unit (hereinafter "Unit") on classifications as listed in the Salary article.

2. Term. The term of this Agreement shall be one (1) year commencing July 1, 1985, and shall remain in effect until June 30, 1986 and also from year to year thereafter unless and until one of the parties fulfills the conditions of Section 3, Renegotiations.

3. Renegotiations. In the event either party to this Agreement desires to negotiate a successor agreement, such party shall serve upon the other its written request to begin negotiations as well as its full and entire written proposals for a new agreement by January 15, 1986 or any year thereafter, in which event meeting and conferring shall commence no later than February 15.

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

5. Salaries. The parties agree to implement the following increases for the Police Officer, Police Sergeant, and Dispatcher classifications as indicated:

A. Salary ranges in effect as of June 30, 1985 shall be increased by five percent (5%).

B. <u>Position</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 11</u>	<u>Step 111</u>
Police Sergeant	1	1746	1908	2213
Police Detective	11	1656	1861	2076
Police Officer	111	1546	1729	1941
Dispatcher	1V	1087	1231	1403

Salary ranges in effect as of December 31, 1985 shall be increased by four percent (4%) effective January 1, 1986. Effective January 1, 1986 a special adjustment equivalent to a 4.5% increase shall be made for the classification of Police Dispatcher.

City of El Paso de Robles

<u>C. Position</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 11</u>	<u>Step 111</u>
Police Sergeant	1	1816	1984	2302
Police Detective	11	1722	1935	2159
Police Officer	111	1608	1798	2108
Dispatcher	1V	1179	1336	1522

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

<u>SCORE</u>	<u>PAY</u>
0-254	\$ 5.00
225-268	10.00
269-284	15.00
285-300	20.00

7. Educational Incentive. Effective July 1, 1985 all requalification requirements for the Educational Incentive Program shall be eliminated. Payments under the program shall continue unchanged.

8. Overtime. All authorized time worked in excess of forty (40) hours per calendar week shall be compensated at the rate of one and one-half times the employee's regular base hourly rate of pay. Overtime of less than twenty (20) 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. 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, he/she may be allowed time off with pay at the rate of one hour 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 within the pay period in which the overtime was worked. In the event that such time off is not taken by the employee within the time limit, he/she shall be given cash payment for the overtime hours worked at the time and one-half overtime rate based on his/her salary at the time the overtime was worked.

9. Uniforms. The uniform allowance shall be paid at the annual rate of \$420.00 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 of the employee, 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.

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.

City of El Paso de Robles

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 on an hour for hour basis.

11. Sick Leave. All eligible employees shall accrue one working day of sick leave with pay for each month of service with unlimited accumulation. No employee shall be entitled to receive any sick leave with pay until he/she has been continuously employed for a period of six (6) months. Upon completion of this six (6) month period, the employee shall be credited with six (6) days of sick leave.

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 procedures determined by the Chief of Police.

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

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

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

13. Insurance.

A. Life Insurance. During the term of this Memorandum of

City of El Paso de Robles

Understanding, the City shall pay to the insurance carrier 100% of all employees' premiums payable. All eligible employees shall be covered by a \$10,000 coverage plan with double indemnity.

B. Current Major Medical and Hospitalization Insurance. Effective July, 1985, the City shall implement the New England Life Mutual Insurance Company Medical Insurance Program. The \$100-\$300 deductible levels shall be used. the program shall include the hospitalization pre-admission review and the well baby care options. For the term of this agreement, the City agrees to pay the following amounts towards health care coverage: Employee only, \$54.25; Employee and dependent, \$130.00.

C. Dental Coverage. The City agrees to pay a maximum of \$23.84 per month toward the existing dental coverage.

D. Vision Coverage. For the term of this Agreement, the City agrees to pay a maximum of \$13.55 per month toward the existing vision coverage.

14. Retirement.

A. The employees of the City of Paso Robles are currently under the Public Employees Retirement System of the State of California. The contract with P.E.R.S. as approved by the City Council is for Safety Employees, the 2/55 formula.

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

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

City of El Paso de Robles

as set forth in this Article may be revoked by the City if the provisions of Article 24, Peaceful Performance, are violated by the Association.

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

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

20. Association Leave. Unit members will be allowed to contribute accumulated compensatory time off to a special account for the use of Association executive officers. Association officers may, subject to all normal approvals and restrictions for time off requirements, receive up to twenty-four (24) 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 eighty (80) accrued hours.

21. Fair Labor Standards Act. The Union and the City understand the pendency of the issuance of Fair Labor Standards Act Regulations. It is agreed that the lack of accurate information makes it impossible for the City to implement Fair Labor Standards Act Regulations at this time. The City reserves the right to take all steps necessary to implement the Fair Labor Standards Act when information is available. Upon request, the city will meet with the Union to discuss the implementation.

22. Acting Watch Commander. Individuals assigned as Acting Watch Commander shall be paid an additional Four Dollars (\$4.00) 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 a full shift or longer.

23. 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 with thirty (30) minutes; 3) will receive two (2) hours pay at straight time.

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

City of El Paso de Robles

24. 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 incite, encourage, or participate in any strike, walkout, slowdown, speedup, 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 violator to legal and equitable judicial relief.

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

25. 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, buildings, departments, divisions, or subdivisions 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.

City of El Paso de Robles

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.

26. 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 workweek for response in time of emergency, civil disorder or a disaster, and to be compensated for the extra work.

27. 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 unenforceable 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.

28. 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 all 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.

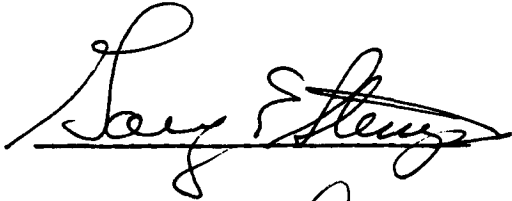
City of El Paso de Robles

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.

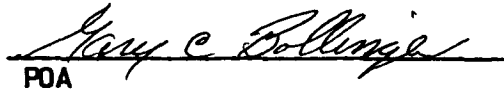
C. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the City Council.

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.

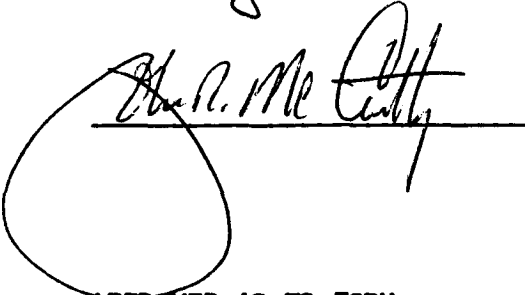
REPRESENTATIVES OF THE CITY
OF PASO ROBLES MANAGEMENT
COMMITTEE:

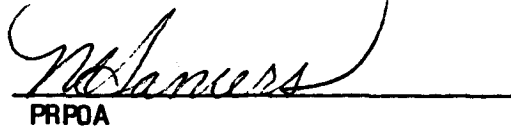


REPRESENTATIVES OF THE PASO
ROBLES POLICE ASSOCIATION
COMMITTEE:



POA





PRPOA

APPROVED AS TO FORM:



CITY ATTORNEY

DATE