

RESOLUTION NO. 87-77

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL PASO DE ROBLES  
APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF EL PASO DE ROBLES AND  
THE PASO ROBLES POLICE ASSOCIATION

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 of El Paso de Robles has met and conferred in good faith with the Paso Robles Police Association for the purpose of discussing wages, benefits, and other conditions of employment; and

WHEREAS, the City of El Paso de Robles and the Paso Robles Police Association have reached an agreement regarding said wages, benefits, and other conditions of employment for a term of not less than 27 months, commencing July 1987; and

NOW, THEREFORE, BE IT RESOLVED that the Paso Robles City Council hereby approves Exhibit A to this Resolution, a Memorandum of Understanding between the City and the Paso Robles Police Association for the above stated term, and authorizes the City Manager, as Employee Relations Officer, to enter into said agreement on behalf of the City; and

BE IT FURTHER RESOLVED that the City adopt the compensation plan for classifications represented by the Police Association, attached as Appendix I to the Memorandum of Understanding.

On motion by Councilperson Dolan and seconded by Councilperson Ovitt, the foregoing resolution is hereby adopted in its entirety on the following vote:

AYES: Cousins, Ovitt, Dolan, Martin and Russell  
NOES: None  
ABSENT: None

CITY OF EL PASO DE ROBLES

BY: Nick Russell  
NICK RUSSELL, Mayor

ATTEST:

Jerry Bankston  
JERRY BANKSTON, City Clerk

a maximum increase payment of \$15.00 in July, 1988, and an additional \$15.00 in July, 1989.

C. **Dental Coverage.** The City agrees to pay a maximum of \$27.89 per month toward the existing dental coverage.

D. **Vision Coverage.** For the term of this Agreement, the City agrees to pay a maximum of \$14.35 per month toward the existing vision coverage.

#### 14. RETIREMENT.

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

Effective November 1, 1988, the City shall amend its contract with the Public Employees Retirement System (PERS) to provide the 2% at 50 retirement program with existing options. Concurrently, the City shall assume payment of an additional 2% of the employees retirement contribution.

#### 15. PROBATIONARY PERIOD.

The probationary period for the 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 on

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 of 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. ACTING WATCH COMMANDER.**

Effectively immediately, individuals assigned as Acting Watch Commander shall be paid five dollars (\$5.00) 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.

**22. FIELD TRAINING OFFICER.**

Effective immediately, individuals assigned as a Field Training Officer shall be paid five dollars (\$5.00) per shift. Payment will be made only upon the specific assignment by the Chief of Police or his designee. Payment shall be only while the individual is actually serving as a Field Training Officer.

**23. DETECTIVES.**

It is mutually understood and agreed that the detective assignment is made by the Chief of Police on a rotational basis. Reassignment from detective duty to Police Officer duty, shall result in an appropriate reduction in pay consistent with the schedule outlined in Article 5, subparagraph B of this agreement. Reassignment of an individual from detective to patrol or other assignments shall not be considered disciplinary.

**24. 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.

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.

**25. MAXIMUM VACATION ACCRUAL.**

As soon as practicable, the City will modify its Personnel Rules and Regulations to allow maximum vacation accrual of 1.75 times the employee's annual vacation accrual rate. Concurrently, the sixty (60) day notice requirement prior to employees at the maximum allowable vacation accrual losing vacation shall be eliminated.

**26. 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 of 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 Section, shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

## **27. 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.

28. **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.

29. **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.

30. **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.

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

Nick Russell

Allen Russell

Patricia Prober

Edward [unclear]

DATE October 20, 1987

October 14, 1987  
DATE

POLICE DEPARTMENT  
SALARY RANGES

APPENDIX I  
To PRPA MOU

Effective July 1, 1987

POSITION	RANGE	STEP I	STEP II	STEP III
Police Sergeant	I	\$2,033	\$2,221	\$2,576
Police Detective	II	\$1,889	\$2,123	\$2,369
Police Officer	III	\$1,764	\$1,973	\$2,214
Dispatcher	IV	\$1,294	\$1,466	\$1,670

Effective July 1, 1988

POSITION	RANGE	STEP I	STEP II	STEP III
Dispatcher	IV	\$1,320	\$1,495	\$1,703

Effective July 1, 1989

POSITION	RANGE	STEP I	STEP II	STEP III
Police Sergeant	I	\$2,104	\$2,298	\$2,666
Police Detective	II	\$1,955	\$2,198	\$2,452
Police Officer	III	\$1,826	\$2,042	\$2,291
Dispatcher	IV	\$1,393	\$1,577	\$1,797



**EXHIBIT A:**

As adopted by Resolution No. 87-77, October 20, 1987

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

**July 1, 1987 - September 30, 1989**

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As adopted by Resolution No. 87-77, October 20, 1987

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

July 1, 1987 - September 30, 1989

**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 twenty-seven (27) months, commencing July 1, 1987, and shall remain in effect until September 30, 1989 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 June 15, 1989 or any year thereafter, in which event meeting and conferring shall commence no later than July 15.

**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 paycheck errors as soon as possible. When paychecks are issued on a Friday, employees shall be given the opportunity to see or be told of the amount of their paycheck 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 I, consistent with increases stated below.

A. Salary ranges in effect as of June 30, 1987 shall be increased by 4.5 %, effective the first full payroll period in July 1987. Salary ranges in effect as of June 30, 1989, shall be increased by 3.5 %, effective the first full payroll period in July 1989.

B. For the Dispatcher classification only, salary ranges in effect as of June 30, 1988, shall be increased by 2% effective the first full payroll period in July 1988. Salary ranges in effect as of June 30, 1989, shall be increased by two 2% effective the first full payroll period in July 1989. This increase is in addition but not compounded with the 3.5% increase called for in Section A above.

**6. SHOOTING PAY.**

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

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

As soon as practicable, but no later than the end of November, 1987, shooting pay shall be eliminated. The City shall calculate the amount paid in shooting pay, determine an equivalent percentage increase for all unit classifications, including fringe benefit costs, and add the amount to the salary schedule.

**7. EDUCATION.**

A. **Education Incentive.** Effective immediately, educational incentive payments shall be made for POST certificates only. Amounts payable shall remain unchanged. Individuals currently receiving educational incentive payments for college degrees shall continue to receive the amounts paid until such time as they qualify for equal or greater payments for POST certificates.

B. **Education Reimbursement Policy.** The City shall submit a draft educational reimbursement policy to the Police Association by July 1, 1988. Upon request, the City will meet and confer on the policy.

## 8. OVERTIME.

A. All authorized time worked in excess of forty (40) hours per calendar week shall be compensated at the rate of time and one-half. All paid time off shall be considered time worked for overtime compensation purposes. Overtime of less than 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, 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 16 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 two and one half (2-1/2) hours of overtime for each week of canine duty. Payment shall be made on a straight time basis. This payment is in recognition of the additional duties and responsibilities involved in being a canine officer. Employees shall not spend more than two and one half (2-1/2) hours per week of overtime on canine responsibilities without the express direction of the Chief of Police or his designee.

## 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.

Effectively immediately, 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.

Effectively, immediately, individuals shall not be allowed to borrow against uniform allowance payments.

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 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:

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

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 \$10,000 coverage plan with double indemnity. Effective July 1, 1988, coverage shall be increased to Twenty Thousand (\$20,000) Dollars with double indemnity.

B. **Current Major Medical and Hospitalization Insurance.** Effective October 1, 1987, the City agrees to pay the following amount towards health insurance coverage: Employee only, \$94.12; Employee and dependent, \$221.69. Effective July 1, 1988, and July 1, 1989, the City agrees to pay increases in health care coverage costs subject to