

RESOLUTION NO. 91- 172

**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 OFFICER'S 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 Officer's 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 Officer's Association have reached an agreement regarding said wages, benefits, and other conditions of employment for a term of not less than 24 months, commencing October 1, 1991;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles to approve the Memorandum of Understanding between the City and the Paso Robles Police Officer's Association, attached as an Exhibit to this Resolution, for the above stated term, and authorizes the Mayor and City Manager to execute said agreement on behalf of the City; and

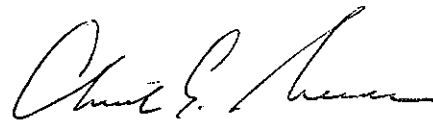
BE IT FURTHER RESOLVED that the City adopt the compensation plan for classifications represented by the Police Officer's Association, attached as Appendix 1 to the Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this 17th day of December, 1991, on the following vote:

AYES: Martin, Russell and Iversen


NOES: Picanco

ABSENT: Reneau



Christian E. Iversen, Mayor

ATTEST:


DEPUTY City Clerk

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

October 1, 1991 - September 30, 1993

TABLE OF CONTENTS

	<u>Page</u>
1. Recognition	1
2. Term	1
3. Renegotiations	1
4. Paychecks	1
5. Salaries	2
6. Education	2
7. Overtime	2
8. Uniforms	3
9. Holidays	4
10. Sick Leave	4
11. Vacation	4
12. Insurance	5
13. Retirement	6
14. Probationary Period	6
15. Hours of Work	6
16. Dues Deductions	6
17. Use of City Space	7
18. Unauthorized Absence	7
19. Association Leave	7
20. Acting Watch Commander	7
21. Detectives	8
22. On Call Pay - Miscellaneous Assignments	8
23. On Call Pay - Court Assignments	8
24. On Call Pay - Detective Assignments	8

TABLE OF CONTENTS

	<u>Page</u>
1. Recognition	1
2. Term	1
3. Renegotiations	1
4. Paychecks	1
5. Salaries	2
6. Education	2
7. Overtime	2
8. Uniforms	3
9. Holidays	4
10. Sick Leave	4
11. Vacation	4
12. Insurance	5
13. Retirement	6
14. Probationary Period	6
15. Hours of Work	6
16. Dues Deductions	6
17. Use of City Space	7
18. Unauthorized Absence	7
19. Association Leave	7
20. Acting Watch Commander	7
21. Detectives	8
22. On Call Pay - Miscellaneous Assignments	8
23. On Call Pay - Court Assignments	8
24. On Call Pay - Detective Assignments	8

	<u>Page</u>
25. Senior Officer	9
26. Physical Fitness Study	9
27. Dispatch Study	9
28. Peaceful Performance	10
29. Management Functions	10
30. Emergency	11
31. Provisions of Law	11
32. Negotiations Reopener	11
33. Full Understanding	12
Signatures	12

EXHIBIT A:

As adopted by Resolution No. _____, November , 1991

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

October 1, 1991 - September 30, 1993

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-four (24) months, commencing October 1, 1991, and shall remain in effect until September 30, 1993 and also from year to year thereafter unless and until one of the parties fulfills the conditions of Section 3, Renegotiations.

3. RENEGOTIATIONS

The Association shall present its written proposals for a new agreement by June 15, 1993. Meeting and conferring shall commence no later than July 15.

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 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 1. consistent with increases stated below.

- A. Salaries in effect as of September 30, 1991 shall be increased by four and one-half (4.5%) percent, effective the first full payroll period in October, 1991. Salary ranges in effect as of September 30, 1992, shall be increased by four (4.0%) percent, effective the first full payroll period in October, 1992.
- B. In addition to the adjustments as stated above, the Sergeants classification shall receive an additional adjustment of two (2%) percent in October, 1991 and two (2%) percent in October, 1992, as special equity adjustments based upon a review of compensation of comparison agencies. These increases shall occur concurrent with but not be compounded with the increases shown in 5.A. above.
- C. Effective October 1, 1991, salaries ranges shall be converted to a five (5) step range. This conversion shall occur by creating additional steps with equal distance between the existing steps 1 and 2 and 2 and 3, respectively. Eligibility for step advancement shall be upon six (6) months of satisfactory service between the first and second steps and thereafter twelve (12) months of satisfactory service at the previous step.

6. EDUCATION

- A. Education Incentive. Educational incentive payments shall be made for POST certificates only. Amounts payable shall remain unchanged. Individuals currently receiving educational incentive payments for college degrees shall continue to receive the amounts paid until such time as they qualify for equal or greater payments for POST certificates. The educational incentive program is attached as Appendix 2.
- B. Educational Reimbursement Policy. The educational reimbursement policy shall continue unchanged for the term of the agreement.

7. OVERTIME

- A. All authorized time worked in excess of forty (40) hours per calendar week shall be compensated at the rate of

time and one-half. All paid time off shall be considered time worked for overtime compensation purposes. Overtime of less than 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 eighty (80) 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. Effective with the ratification of this agreement, 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. UNIFORMS

The uniform allowance shall be paid at the annual rate of Four Hundred Twenty (\$420.00) 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 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.

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.

Effective July 1, 1992, the uniform allowance shall be increased to Five Hundred (\$500.00) Dollars per year.

9. 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.

10. SICK LEAVE

All eligible employees shall accrue one (1) working day 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 bonafide 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. Effective immediately, absence for bereavement pursuant to Section 10.A. above, shall not be chargeable to sick leave or other paid leave for one (1) occurrence per year. Paid bereavement leave shall be granted. Occurrences in excess of one (1) per year may be paid pursuant to Section 10.A. above.

11. VACATION

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

<u>Yrs of Service</u>	<u>Rate Earned</u>	<u>Vacation Accrual</u>	<u>Maximum Allow. Hrs.</u>
0-3 yrs.*	10/12 per/mo	80 hrs (10 days)	140
4-5 yrs.**	12/12 per/mo	96 hrs (12 days)	168
6-7 yrs.	14/12 per/mo	112 hrs (14 days)	196
8-9 yrs.	16/12 per/mo	128 hrs (16 days)	224
10-11 yrs.	18/12 per/mo	144 hrs (18 days)	252
12 & over	20/12 per/mo	160 hrs (20 days)	280

*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.

12. 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 Twenty Thousand (\$20,000) Dollar coverage plan with double indemnity.

Effective, July 1992, the life insurance for all eligible employees shall be increased to a Thirty Thousand (\$30,000) Dollar coverage plan with double indemnity.

B. Current Major Medical and Hospitalization Insurance. The City agrees to pay up to Three Hundred Forty-nine and 18/100 Dollars (\$349.18) per employee per month towards health insurance coverage. Effective July 1, 1992 and July 1, 1993, the City agrees to modify its maximum dollar contribution by an amount equal to three-quarters (3/4) of any medical premium increases becoming effective.

C. Dental Coverage. The City agrees to pay a maximum of Thirty-one and 24/100 Dollars (\$31.24) per month toward the existing dental coverage.

D. Vision Coverage. For the term of this Agreement, the City agrees to pay a maximum of Twenty-one and 63/100 Dollars (\$21.63) per month toward the existing vision coverage.

13. RETIREMENT

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

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

14. 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.

15. 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.

Upon request by the City, the Association agrees to reopen negotiations on possible amendments to the work schedule to provide for paid shift briefings in addition to the regular work day.

16. 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.

17. 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.

18. 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.

19. 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 one hundred (100) accrued hours.

20. ACTING WATCH COMMANDER

Effective with the adoption of this agreement, individuals in the Police Officer classification assigned as Acting Watch Commander shall be paid Seven Dollars (\$7.00) 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. Whenever available and/or at the discretion of the Chief of Police or

his/her designee, a Senior Police Officer shall be assigned the Acting Watch Commander responsibility, without additional compensation.

21. 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.

22. 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 stand by shall receive one hours pay at straight time for each eight hours of stand by time, with a minimum of three hours of pay when placed on stand by.

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

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

24. 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) hours pay at straight time per standby day assigned.

It is understood that after November 15, 1989, assignment of detectives to on call responsibility shall be in the sole discretion of the Chief of Police.

25. SENIOR OFFICER

The Senior Officer position shall be compensated at a rate equivalent to six percent (6%) above the current top step for Police Officer. Individuals shall be advanced to Senior Officer upon meeting all of the following criteria:

1. Two (2) years of satisfactory service at the top step for Patrol Officer.
2. Possession of an Intermediate Post Certificate.
3. Completion of two years in one or a combination of the following special assignments:
 - a. Community Service Officer
 - b. Detective
 - c. Narcotics Officer
 - d. Canine Officer
 - e. Motorcycle Officer
 - f. Rangemaster
 - g. Field Training Officer
(requires three (3) years from date first recruit assigned with proportionate adjustment if combined with another assignment)
 - h. DARE assignments

26. PHYSICAL FITNESS STUDY

During the term of this agreement, the City and Association shall jointly study the development of a physical fitness program. The study shall include consideration of mandatory physical standards, health club memberships, incentive programs, educational programs, physical examinations, etc.

The parties shall make a bona-fide and good faith effort toward developing mutually acceptable physical fitness programs. The study shall be completed prior to commencement of negotiations for the period beginning October 1, 1993.

27. DISPATCH STUDY

The City shall conduct an organizational assessment of the Dispatch function to be completed by October, 1992. Included in the study will be an analysis of the advisability of creating a Senior Dispatch position, and/or creation of a flexibly staffed Dispatch classification.

Any study recommendations within the scope of representation shall be subject to the meet and confer process.

28. 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, 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 duty 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.

29. 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.

30. 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.

31. 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.

32. NEGOTIATIONS REOPENER

Upon request of the City, the Association agrees to reopen negotiations on revised City Personnel Rules and Regulations and language implementing requirements of the Federal Drug Free Workplace Act.

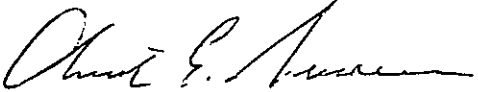
33. FULL UNDERSTANDING

- 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

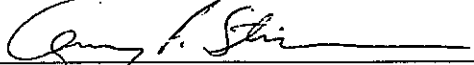


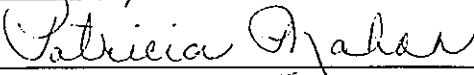
Mayor Christian E. Iversen

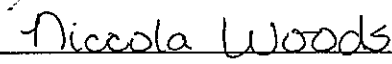
Date 12/19/91

PASO ROBLES POLICE ASSOCIATION









12.19.91

Date

APPENDIX 1

APPENDIX 1

POLICE OFFICER'S ASSOCIATION
SALARY RANGES 10/1/91 - 9/30/93

<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>SENIOR OFFICER</u>
<u>OCTOBER 1991</u>						
Sergeant	\$2,711	\$2,891	\$3,070	\$3,250	\$3,429	N/A
Officer	\$2,310	\$2,457	\$2,603	\$2,749	\$2,896	\$3,068
Dispatcher	\$1,748	\$1,875	\$2,002	\$2,129	\$2,256	N/A
<u>OCTOBER 1992</u>						
Sergeant	\$2,874	\$3,064	\$3,255	\$3,445	\$3,635	N/A
Officer	\$2,403	\$2,555	\$2,707	\$2,859	\$3,012	\$3,191
Dispatcher	\$1,818	\$1,950	\$2,082	\$2,214	\$2,346	N/A

Reflects 4.5% unit increase and additional 2% Sergeant increase effective October 1991;
 And 4.0% unit increase and additional 2% Sergeant increase effective October 1992;
 And conversion from 3 to 5 step range - additional steps within salary parameters established by 3 step ranges
 And first step available following 6 months employment - subsequent steps eligible annually thereafter.

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 that fiscal year. In no event shall initial eligibility continue for more than one year.
6. After July 1, 1976 (or July 1, 1981), employees who intend to establish initial eligibility for any of the Educational Incentive Allowance payments shall notify the Chief of Police and 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 an Educational Incentive Allowance during the next fiscal year.

F. PROCEDURE FOR ESTABLISHING CONTINUING ELIGIBILITY:

1. Employees must present evidence of successful completion of the annual approved education or approved training requirement by June 15th of each year to be entitled to receive an Educational Incentive Allowance during the next fiscal year (July 1 - June 30). The annual education and training requirements are: Completion of three (3) semester units or four and one-half (4.5) quarter units of college-level work or equivalent training (with 20 training hours equalling one (1) semester unit) approved by the Educational Incentive Committee. To forestall any problems or disapproval of courses or training, employees who are pursuing continuing eligibility should submit a list of the college courses and/or training to be undertaken along with a brief description thereof to the Educational Incentive Committee so that approval of the courses or training may be given prior to its undertaking or completion. In addition, all courses used to establish continuing eligibility shall represent a logical progression of the employee's educational goals and shall not be a repetition of any course used to establish initial eligibility or previous continuing eligibility. Service as a qualified instructor for any of the above college courses or approved training may be substituted on a unit-for-unit or hour-for-hour basis.
2. Satisfactory completion of college-level courses shall mean that the employee must receive at least a grade of "C" or better for

- the course when the course is graded with differential grades.
3. Satisfactory completion of training shall mean certificate of completion by the instructor.
 4. All courses and training that are applied to this program shall have been taken on the employee's own time and not at 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 Committee of their intention to apply for an increase in the amount of their Educational Incentive Allowance by June 15th of the fiscal year preceding the fiscal year in which the increased eligibility will be established. Failure to notify the Chief of Police and Educational Incentive Committee shall preclude that employee from receiving the increased amount of the Educational Incentive Allowance during the next fiscal year.

G. EDUCATIONAL INCENTIVE COMMITTEE:

1. The composition of the Educational Incentive Committee shall be as follows: Chief of Police or his designated management representative, an employee selected by the Paso Robles Police Association, City Manager or his 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.

##