RESOLUTION NO. 14-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AUTHORIZING EXECUTION OF MEMORANDUMS OF UNDERSTANDING AND/OR ADMINISTRATIVE AGREEMENTS WITH ALL FULLTIME EMPLOYEE GROUPS AND PART TIME WORKERS THROUGH DECEMBER 31, 2014

---

WHEREAS, labor contracts with all employee groups were set to expire December 2012 (Police) and December 2013 (all others) and the City has been in formal discussions with all groups to meet and confer; and

WHEREAS, since the onset of the recession in 2008, employee groups deferred wage and benefit adjustments for a cumulative total of four (4) Years and nine (9) Months; and

WHEREAS, cost savings measures have been implemented by labor groups, such as: less costly second and third tier retirement plans for all future employees, and agreement to switch to a less costly health plan in January 2015; and

WHEREAS, the City's Winter 2014-18 Financial Forecast projects a modest operating surplus in coming years, much in part due to the continued reduction in employee numbers, and the financial recovery is projected to strengthen through 2018; and

WHEREAS, the City Council authorized negotiation parameters in closed session on December 17, 2013 and all contracts have adhered to the parameters set forth by City Council; and

WHEREAS, labor contracts also contain miscellaneous adjustments relative to: uniform and boot allowances, standby duty for maintenance employees, mandatory direct deposit, implementation of medical cost premium sharing, vacation accrual limits, and POA implementation of State Disability Insurance participation (employee paid); and

WHEREAS, the City Council has recognized the extended wage change deferrals as one of the reasons the City has been successful in its recovery and, as the Paso Robles economy is now showing signs of trending stability, have been able to implement some restoration of City services; and

WHEREAS, the City adhered to State law and engaged in the meet and confer process with its employee groups over these matters that affect wages, benefits, terms and conditions of employment; and

WHEREAS, the negotiated changes to employee contracts can be accommodated within current and projected operating surplus in both General and Enterprise Funds.

NOW, THEREFORE, LET IT BE RESOLVED by the City Council of the City of El Paso de Robles to authorize the City Manager to execute Memorandums of Understanding (MOU) with the SEIU (Exhibit A), POA (Exhibit B) and IAFF (Exhibit C) labor groups, and execute administrative action with those Unrepresented Confidential, Professional and Management (Exhibit D), and Part Time (Exhibit E) employees attached herein.

PASSED AND ADOPTED by the City Council of the City of el Paso de Robles this 1st day of July 2014 by the following vote:

AYES: Martin, Strong, Steinbeck, Picanco
NOES: Hamon
ABSENT:
ABSTAIN:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

**EXHIBIT A**

Resolution No. 14-101

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

**- January 1, 2014 - December 31, 2014**

TABLE OF CONTENTS

SUBJECT PAGE

1. TERM OF MEMORANDUM OF UNDERSTANDING....1
2. SALARY SCHEDULES....1
3. PERS RETIREMENT BENEFITS....1
4. PAYCHECKS....2
5. HOURS OF WORK AND OVERTIME....2
6. MEAL & REST PERIODS....3
7. INSURANCE....3
8. UNIFORMS....5
9. SAFETY SHOES....6
10. TOOL ALLOWANCE....6
11. VACATION LEAVE....6
12. VACATION BUY BACK....7
13. HOLIDAYS....7
14. BEREAVEMENT LEAVE....8
15. STANDBY PAY....8
16. SICK LEAVE....8
17. FAMILY LEAVE....9
18. PERSONAL LEAVE....10
19. DUES DEDUCTION....10
20. UNION SECURITY....10
21. UNION STEWARDS....12
22. UNION ACCESS TO WORK LOCATIONS....13
23. ADVANCEMENT IN SALARY....14
24. JURY DUTY....14
25. GRIEVANCE PROCEDURE....14
26. ALTERNATIVE DISPUTE RESOLUTION PROCESS....16
27. HEALTH CARE COMMITTEE....17
28. EMPLOYEE ASSISTANCE PROGRAM....18
29. CALLBACK....18

TABLE OF CONTENTS (cont)

SUBJECT PAGE

30. CONTRACTING OUT ..... 18
31. MANAGEMENT RIGHTS ..... 18
32. NO–STRIKE ..... 19
33. MILEAGE ..... 19
34. STOLEN PROPERTY ..... 20
35. VIDEO DISPLAY TERMINALS ..... 20
36. PERFORMANCE RATING SYSTEM AND DENIAL OF STEP INCREASE ..... 20
37. EDUCATION REIMBURSEMENT POLICY ..... 21
38. PERSONNEL RULES ..... 21
39. MEDICAL REIMBURSEMENT ..... 22
40. ORGANIZATIONAL DEVELOPMENT & CAREER ENRICHMENT PROGRAM ..... 22
41. LAYOFF PREVENTION PLAN ..... 22
42. SAFETY ..... 22
43. PROBATIONARY PERIOD ..... 22
44. FLEXIBLE STAFFING (UPDATE) ..... 22
45. BILINGUAL PAY ..... 22
46. DEFERRED COMPENSATION ..... 23
47. CHILD CARE ..... 23
48. WORKING OUT OF CLASS PAY ..... 23
49. MILITARY LEAVE ..... 23
50. RECLASSIFICATION STUDIES ..... 23
51. PERSONNEL FILES ..... 23
52. ALTERNATE WORK SCHEDULES ..... 24
53. CERTIFICATION PAY ..... 24
54. FURTHER REDUCTIONS ..... 24
55. FULL UNDERSTANDING ..... 24

As adopted by Resolution No. 14-101, July 1, 2014.

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

**January 1, 2014 - December 31, 2014**

## 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of the Memorandum of Understanding shall be for 12 months commencing January 1, 2014, and expiring on December 31, 2014. Meet and confer shall commence no later than October 15, 2014.

## 2. SALARY SCHEDULES

Salaries shall be increased by 3% effective the pay period commencing January 1, 2014 for the term of this agreement.

## 3. PERS RETIREMENT BENEFITS

The City of Paso Robles shall continue to provide the Public Employees Retirement System (PERS.) of the State of California to unit employees. The contract with PERS. as approved by the City Council is the 2.5% @ 55 formula for General Services Unit Employees. The City shall pay the employee's eight percent (8%) Public Employees Retirement System (PERS) contribution. Effective the first full pay period following ratification of this agreement, employees will begin paying two percent (2%) of the employee retirement contribution and the City will contribute six percent (6%). Concurrently, wages will be increased by two percent (2%). The funds contributed shall continue to be considered the employee's contribution under PERS reporting regulations.

The City shall report its payment towards the employee's retirement contribution as special compensation pursuant to Section 20636(C)(4). Accordingly, the City's contribution will be considered compensation for retirement purposes.

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

Retirement for employees hired on or after May 27, 2012 but before January 1, 2013, and those hired on or after January 1, 2013 who meet the definition of current member pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), shall be as follows:

1. 2%@60
2. 36 highest consecutive months
3. Employees shall pay the 7% employee contribution

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, employees hired who meet the definition of new member under PEPRA, will be covered by the 2% @ 62 retirement formula with the 36 highest months final compensation provision, and shall pay a member contribution rate of fifty (50) percent of the expected normal cost rate, which currently is 6.25%.

Pursuant to IRS Code Section 414(h)(2) employee paid retirement contributions shall be made on a pre-tax basis.

## 4. PAYCHECKS

During the term of this Memorandum of Understanding the City will pay regular checks on a bi–weekly basis. Regular checks shall be available at the end of each shift, but not before noon, on the Friday one week following the end of each pay period.

The City will make every reasonable effort to correct pay check errors as soon as possible. When pay checks are issued on a Friday, employees shall be given the opportunity to see or be told of the amount of their pay check at noon in order to have a reasonable time to have errors corrected. The foregoing shall not be interpreted to allow any disruption of normal work schedules and/or procedures.

As soon as possible but no later than December 1, 2014 direct deposit shall be mandatory for all employees.

## 5. HOURS OF WORK AND OVERTIME

The normal working schedule for full–time employees shall be eight (8) hours per day or forty (40) hours per week. This shall not be construed to mean that an employee is guaranteed eight hours per day or forty hours per week. One (1) hour off for lunch shall not be considered duty time. At the discretion of the Department Head, those employees under his/her assignment may have a thirty (30) minute lunch period. The duration of the lunch period shall begin when work stops at the work site and ends when work resumes at the work site. All authorized time worked in excess of forty (40) hours per week, or on a holiday recognized in this Memorandum of Understanding shall be compensated for at the rate of one and one–half (1 1/2) times the employee's regular base hourly rate of pay. However, represented employees that start work the day prior and work continuously into the next day will continue to receive the rate of pay applicable as if it were the same day. "Time worked" shall include holidays, jury duty, sick leave, bereavement leave, and previously–scheduled vacation and compensatory time off for purposes of this paragraph. Overtime of less than Seven (7) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to

the nearest half hour. For the purpose of computing overtime payments under the Fair Labor Standards Act, the work week for non–exempt positions shall be a seven (7) day period beginning at 12:01 A.M., Sunday and ending at 12:00 midnight Saturday.

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

## 6. MEAL & REST PERIODS

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

## 7. INSURANCE

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

### A. LIFE INSURANCE

During the term of this Memorandum of Understanding, the City shall pay to the insurance carrier 100% of all employees' premiums payable. All eligible employees shall be covered by a life insurance plan with double indemnity. Effective July 1, 2006 or as soon as possible thereafter, coverage will be increased from $ $35,000 to $75,000. Employee will be taxed on the cost of the premium exceeding $50,000 of coverage.

### B. MEDICAL AND DENTAL INSURANCE

MEDICAL

The City will offer a choice between two Anthem Blue Cross PPO plans to all unit employees. City and employee 2014 monthly contributions will be as follows:

Classic $250 PPO Plan

Employee Only City pays 100%

| | | |
|---|---|---|
| Employee +1 Dep | City pays $1134.69 | Employee pays $221.13 |
| Employee +2> Dep | City pays $1611.51 | Employee pays $325.33 |

HDHP/H.S.A. PPO Plan

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Employee +1 Dep | City pays $915.84 | Employee pays $148.18 |
| Employee +2> Dep | City pays $1298.89 | Employee pays $221.12 |

Unit employees participating in the HDHP/H.S.A. PPO Plan will receive the following contribution from the City to their H.S.A. account each month (paid in semi-monthly installments), for 2014 only:

1st Year Participants:

| | |
|---|---|
| Employee Only | $109.94 |
| Employee +1 Dep | $173.16 |
| Employee +2> Dep | $247.36 |

2nd Year Participants:

| | |
|---|---|
| Employee Only | $54.98 |
| Employee +1 Dep | $86.58 |
| Employee +2> Dep | $123.68 |

DENTAL

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

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Family | City pays $98.17; | Employee pays $8.43 |

BENEFITS

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

The City and Association agree to implementation of the PERS Health Care program on January 1, 2015. The City and Association will reopen negotiations on the City contribution towards the plan in June 2014. However, City will contribute not less than:

| | |
|---|---|
| Employee only | $600 |
| Employee +1 | $1,100 |
| Employee +2 | $1,500 |

Inclusive of PERS minimum

$300 opt out.

C. VISION INSURANCE

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

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Family | City pays $15.50; | Employee pays $.00 |

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

D. RETIREE MEDICAL INSURANCE

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

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

Employees with a hire date of 1/1/12 and thereafter with at least twenty (20) years of City service five hundred ($500) dollars per month maximum **only** until Medicare eligible (age 65).

## 8. UNIFORMS

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

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

*Upon Request

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

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

## 9. SAFETY SHOES

During the term of this Agreement, the City shall pay to all unit employees regularly engaged in physical labor two–hundred ($200.00) dollars per fiscal year toward each pair of safety shoes purchased. Proof of purchase is required. The safety shoes must then be worn during all working hours where there is a need for safety shoes. Amounts not spent in any fiscal year may be carried forward to the next fiscal year.

With the approval of the supervisor, employees may be authorized to obtain a second pair at the same value if damaged in the line of duty.

## 10. TOOL ALLOWANCE

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

## 11. VACATION LEAVE

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

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

Effective January 1, 2015 two vacation banks shall be established:

1) A historical bank to include all hours on the books as of January 1, 2015. These hours shall remain in the employee's bank until used or paid off.

2) A new bank to include all newly accrued hours. The maximum accrual shall be two times the employee's annual maximum. Accrual to cease if maximum is reached.

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

## 12. VACATION BUY BACK

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks shall have the option of receiving pay in lieu of time off for one week of the accrued time per year, provided that they are taking one consecutive week of vacation and/or compensatory time off and including the one consecutive week, will have taken two weeks off during the year. Effective July 2015, employees shall have the option of receiving pay in lieu of time off for two weeks of the accrued time per year and effective July 2016, employees shall have the option of receiving pay in lieu of time off for three weeks of the accrued time per year. Payment shall be made at straight time.

## 13. HOLIDAYS

The following days shall be paid holidays for employees:

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

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

When any of the above-listed holidays falls on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly

work on Saturday and/or Sunday, then the holiday will be specified by the above–listed dates.

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

## 14. BEREAVEMENT LEAVE

Up to a three (3) day paid leave, where the death and service are within the State of California, and up to a five (5) day paid leave where the death or service is outside the State, shall be available to employees who suffer the death of a relative (defined as spouse, parent, child, sister, brother, grandparent, or grandchild and the corresponding relative by marriage) for the purpose of attending the funeral and making other arrangements at the time the loss occurs. Bereavement leave shall not be authorized more than two (2) times within a calendar year and shall not be charged against an employee's sick leave or vacation bank.

## 15. STANDBY PAY

Water and Wastewater Division personnel will perform assigned tasks on Saturdays, Sundays and holidays. Employees shall be paid normal overtime rates for assigned tasks for the hours of work actually performed. Employees will be on call for the remainder of the following week.

All unit employees may be assigned standby duty during non-work hours. All maintenance Division MSI/II/III employees (Streets, Parks, Buildings, Fleet) will be put on one general assignment list. Standby will be rotated through the list on a weekly basis. Every reasonable effort will be made to fill standby assignments with volunteers.

Standby compensation pay shall be one dollar seventy five cents ($1.75) per each hour of standby time. Employees will be paid at the time and one half rate for time actually worked if called out with a two (2) hour minimum for each call out.

## 16. SICK LEAVE

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

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

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

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

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

## 17. FAMILY LEAVE

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

1. Up to 4 months (88 workdays) unpaid leave in a 24 month period. Intermittent leave is allowed.

2. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.

3. The employee's insurance including medical, dental, vision, LTD, and life insurance will be maintained under the same conditions as if the employee were still working.

4. Request for leave must be made 30 days prior to leave, if foreseeable.

5. Employee may use accrued vacation, holiday, personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.

6. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

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

## 18. PERSONAL LEAVE

An employee may use three (3) sick days (24 hours) per year which shall be designated as “personal leave days.” In no case shall personal leave days be taken in excess of three (3) days in any one calendar year. Personal leave days shall not be counted against an employee’s sick time usage for evaluation purposes.

## 19. DUES DEDUCTION

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

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

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

## 20. UNION SECURITY

A) “Maintenance of Membership”

All unit employees who, on the effective date of this Memorandum, are members of SEIU, Local 620, and all such employees who thereafter voluntarily become members of

Local 620, shall maintain their membership in Local 620; subject to the right to resign membership during the period commencing thirty (30) days prior to the expiration of this MOU and ending on the effective date of the expiration of this MOU.

B) Agency Shop

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

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization." The City and the Union agree that an agency shop arrangement between the City and Union has been placed in effect pursuant to an employee election:

2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list approved by the City for the purpose of payroll deductions. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.

   (a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the City, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The City will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.

3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the City shall deduct the agency fee from the employees pay check. The City agrees to promptly remit to the union all monies deducted accompanied by a "Bi-weekly Agency Fee Deduction report" to include the names, social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.

4. The agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:

   (a) A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining unit;
   (b) The vote is by secret ballot;
   (c) The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during the term.

5. An agency shop arrangement shall not apply to management or confidential employees.

6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.

7. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

## 21. UNION STEWARDS

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

B. The Union shall provide the Municipal Employee Relations Officer with a list of all authorized union stewards, and the list shall be kept current.

C. An employee and/or his/her "union steward" representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance as provided for in Article 21, upon notification and approval of the Municipal Employee Relations Officer or his designee.

D. The Municipal Employees Relations Officer will approve employee and/or union steward taking official City time to investigate and process a grievance when and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City.

E. It is understood that the employee and/or union steward shall make every reasonable effort to perform any of the above activities on off–duty time.

F. The Union shall reasonably distribute workload among stewards so as to avoid excessive time off for any one individual(s).

Negotiations Release Time

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

## 22. UNION ACCESS TO WORK LOCATIONS

A. The City agrees that an authorized union staff member shall be granted access to work locations to participate in the investigation and processing of grievances per the grievance procedure (Article 21), or to observe working conditions, when and to the extent necessary, and only if it will in no event adversely affect the operational, security or safety requirements of the City, upon the approval of the Municipal Employees Relations Officer or his designee.

B. The Union shall provide a Municipal Employee Relations Officer with a list of all authorized staff representatives, and the list shall be kept current by the Union.

C. When and to the extent necessary and only if it will in no event adversely affect the operational, security or safety requirements of the City and upon notification and approval of the Municipal Employee Relations Officer or his designee, an authorized union staff member is permitted to communicate with employee(s) without loss of compensation. It is not the intent of this section to allow general union meeting on City time; but rather to allow investigation and discussion of working conditions, grievances and safety issues.

D. It is understood that every reasonable effort shall be made to perform the above activities on off–duty time.

E. The City will allow the use of existing bulletin board space at the following locations: 1) Street Department; 2) Water Department; 3) Wastewater Department; 4) Employee Lounge; 5) Library; 6) City Hall. Bulletin Board space shall be used only for the following subjects: 1) Local 620 recreational information, social and related news bulletins; 2) Scheduled meetings: 3) Information concerning elections or results thereof; and 4) reports of official business of Local 620.

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

## 23. ADVANCEMENT IN SALARY

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

A. The first step is the minimum rate and normally shall be the hiring rate.

B. The second step is granted to employees who are eligible for this adjustment after completion of six (6) full calendar months of satisfactory service in a classification, only if granted by the Department Head and subject to the approval of the City Manager or his designee.

C. The third, fourth and fifth steps shall be granted to an employee who has proven himself fully qualified and rated satisfactory or above in a given classification for one full additional year from the granting of previous step increases, only if granted by the Department Head and subject to the approval of the City Manager or his designee.

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

No deferral of merit step increases are in force, nor will there be merit step deferrals for the term of this contract.

## 24. JURY DUTY

Employees shall be granted leave with full pay when called for jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work on the first day following the end of jury duty service.

## 25. GRIEVANCE PROCEDURE

**PURPOSE:**

A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below.

B. The purpose of this procedure is:

1. To resolve grievances informally at the lowest possible level.

2. To provide an orderly procedure for reviewing and resolving grievances promptly.

**DEFINITIONS:**

A. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations, or resolutions, or ordinances governing personnel practices or terms and conditions of employment which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

B. As used in this procedure the term "immediate supervisor" means the individual so designated by City management who assigns, reviews and directs the work of an employee.

**TIME LIMITS:**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

**STEP 1:**

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

**STEP 2:**

A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:

1. Thirty (30) days after the event of circumstances occasioning the grievance; or

2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.

B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.

C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.

D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.

E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

**STEP 3:**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the City Manager or his designated representative. The employee may be represented by a representative of his/her choice.

B. The City Manager or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the City Manager or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

**STEP 4:**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.

B. The determination of the City Council shall be the final and binding step of the grievance procedure.

## 26. ALTERNATIVE DISPUTE RESOLUTION PROCESS

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

Hearing Officer

1. Upon election of the hearing officer option; the City and the employee (or the employees representative shall attempt to mutually agree on an impartial hearing officer. Should the parties fail to reach agreement on selection of a hearing officer within fifteen (15) days; they shall jointly request a list of five qualified hearing officers from the California State Mediation and Conciliation Service. If the mutual selection cannot be made from the list received within five (5) days, the parties shall select the hearing officer by alternatively striking names until only one name remains; that person shall serve as the hearing officer. The party which strikes the first name from the list of hearing officers shall be determined by a toss of a coin.

2. In cases where the employee elects the hearing officer option; the City shall bear the cost of the hearing officer. Each side shall bear its own cost of representation; including preparation and post hearing briefs, if any.

3. Decisions by hearing officers on matters properly before them shall be final and binding on the parties to the extent permitted by law, No hearing officer shall hear, decide, or make recommendations on any dispute unless the dispute involves matters within the definition of grievances set forth in the Memorandum of Understanding or discipline as defined by the City's Personnel Rules.

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

4. No hearing officer shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is in the authority of the City Council or other legislative body or to establish any new terms and conditions of employment. Any order of a hearing officer not involving an appeal from discipline requiring a City expenditure of more than $ 15,000 shall require the approval of the City Council and shall have no force and effect until and unless such Council approval is given. If the City Council does not approve an award pursuant to this section; it shall rehear the matter and issue its own decision on the merits.

5. Election of the hearing officer is in lieu of all other City appeals processes.

## 27. HEALTH CARE COMMITTEE

A Health Insurance Review Committee composed of representatives of the City, all bargaining units and unrepresented employees shall be established to regularly review the

City Health Plan and to study health insurance issues, cost containment, etc., and make recommendations to the City Manager.

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

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

## 28. EMPLOYEE ASSISTANCE PROGRAM

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

## 29. CALLBACK

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

## 30. CONTRACTING OUT

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

## 31. MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.

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

## 32. NO–STRIKE

The Union agrees that during the term of this Memorandum of Understanding neither it or the employees it represents will engage in, encourage, sanction, support, or suggest any: (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the department or other City departments, or (6) any other similar actions which would involve suspension of or interference with the normal work of the department or other City Departments.

## 33. MILEAGE

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

## 34. STOLEN PROPERTY

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

## 35. VIDEO DISPLAY TERMINALS

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

## 36. PERFORMANCE RATING SYSTEM AND DENIAL OF STEP INCREASE

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

**PERFORMANCE RATING SYSTEM**:

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

All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher–level supervisor and approved by the department head or as otherwise determined by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him by the immediate supervisor and such other manager whose participation would be appropriate and beneficial to the discussion. Upon review with the employee, the final report shall be submitted to the appointing authority, with the original to be retained in the employee's personnel file. Employees disagreeing with the evaluation have the right to submit a reasonable amount of relevant rebuttal material to be filed with the evaluation.

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

a. Determining the fitness for appointment to regular status.

b. Determining advancement to higher steps in the salary range.

c. As a guide in awarding promotions.

d. As a record in matters involving disciplinary action.

e. As the determining factor in effecting layoffs where seniority is equal among two or more employees.

f. Determining eligibility for reinstatement.

**DENIAL OF STEP INCREASE:**

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

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

## 37. EDUCATION REIMBURSEMENT POLICY

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

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

## 38. PERSONNEL RULES

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

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

## 39. MEDICAL REIMBURSEMENT

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

## 40. ORGANIZATIONAL DEVELOPMENT & CAREER ENRICHMENT PROGRAM

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

## 41. LAYOFF PREVENTION PLAN

The layoff prevention plan is an established personnel policy, as approved by City Resolutions #92-66 and #93-81. If in conflict with this Memorandum of Understanding; the layoff prevention plan shall govern.

## 42. SAFETY

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

## 43. PROBATIONARY PERIOD

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

## 44. FLEXIBLE STAFFING

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

## 45. BILINGUAL PAY

Employees who 1) are or 2) become certified (or recertify) as bilingual following ratification, will be paid one hundred ($100) Dollars per month for verbal only skills and an additional twenty-five ($25) Dollars per month for written bilingual skills (a combined maximum of $125 per month for both verbal and written). Employees shall be required

to pass qualifying examinations administered by the City to determine proficiency for bilingual assignments, including recertification every 5 years.

## 46. DEFERRED COMPENSATION

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

## 47. CHILD CARE

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

## 48. WORKING OUT OF CLASS PAY

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

## 49. MILITARY LEAVE

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

## 50. RECLASSIFICATION STUDIES

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

## 51. PERSONNEL FILES

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

## 52. ALTERNATE WORK SCHEDULES

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

## 53. CERTIFICATION PAY

The City will provide time and pay for approved certification training above that required for classification based on City need. The City will review job classifications which have their mandatory State certification requirements change.

## 54. FURTHER REDUCTIONS

The City will not layoff, furlough, reduce wages or otherwise involuntarily reduce unit employees hours during the term of this agreement.

## 55. FULL UNDERSTANDING

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

B. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter–proposals with respect to any matter subject to meet and confer and that the understandings and agreement arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

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

D. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

--ooOoo--

CITY OF EL PASO DE ROBLES

James L. App
City Manager

Service Employees International Union, LOCAL 620, SEIU

Darryl Scheck
Field Representative

Laurie Engstrom

Dan Carrigan

Aaron Borden

Vince Gaita

Sharon Williams

Tina Mitchell

Resolution No. 14-101

**EXHIBIT A**

SEIU MOU 1/2014 TO 12/2014

| Classification | **Range Jan 1, 14** | **Range July 6, 14** |
|---|---|---|
| Admin Asst I | 242 | 246 |
| Admin Asst II | 266 | 270 |
| Admin Asst III | 291 | 295 |
| Maint Specialist I | 242 | 246 |
| Maint Specialist II | 266 | 270 |
| Maint Specialist III | 291 | 295 |
| Technician I | 291 | 295 |
| Plnt Oper I (W/WW) | | |
| Eng Tech I | | |
| Planning Tech | | |
| Technician II | 306 | 310 |
| Community Srvc Officer | | |
| Eng Tech II | | |
| Equip Mech | | |
| Plnt Oper II (W/WW) | | |
| Technician III | 335 | 339 |
| Plnt Oper III (W/WW) | | |
| Eng Tech III | | |
| Asst Planner | | |
| Bldg/Eng Inspector | | |
| Info Systems Tech | | |
| Supv/Prof/Coord | 335 | 339 |
| Tech IV | 354 | 358 |
| Sr Bldg/Eng Inspector | | |
| Info Systems Tech | | |
| Web Specialist | | |
| Technical Supv I | 354 | 358 |
| Supervisor (W/WW) | | |
| Technical Supv II | 374 | 378 |
| Chief Plant Oper W/WW) | | |

**EXHIBIT B**

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE PASO ROBLES POLICE ASSOCATION (POA)

As adopted by Resolution No. 14-101, July 1, 2014.

## TABLE OF CONTENTS


| SUBJECT | PAGE |
|---|---|
| 1. RECOGNITION | 1 |
| 2. TERM | 1 |
| 3. RENEGOTIATIONS | 1 |
| 4. PAYCHECKS | 1 |
| 5. SALARIES | 1 |
| 6. EDUCATION | 2 |
| 7. OVERTIME | 2 |
| 8. PHYSICAL FITNESS PROGRAM | 3 |
| 9. UNIFORMS | 3 |
| 10. HOLIDAYS | 4 |
| 11. SICK LEAVE | 4 |
| 12. VACATION | 5 |
| 13. INSURANCE | 5 |
| 14. RETIREMENT | 7 |
| 15. PROBATIONARY PERIOD | 8 |
| 16. HOURS OF WORK | 9 |
| 17. DUES DEDUCTIONS | 9 |
| 18. USE OF CITY SPACE | 9 |
| 19. UNAUTHORIZED ABSENCE | 9 |
| 20. ASSOCIATION LEAVE | 10 |
| 21. ACTING WATCH COMMANDER | 10 |
| 22. TRAINING PAY | 10 |
| 23. DETECTIVES | 10 |
| 24. ON CALL PAY - MISCELLANEOUS ASSIGNMENTS | 10 |
| 25. ON CALL PAY - COURT ASSIGNMENTS | 11 |
| 26. ON CALL PAY - DETECTIVE ASSIGNMENTS | 11 |
| 27. GRIEVANCE PROCEDURE | 11 |
| 28. ALTERNATIVE DISPUTE RESOLUTION PROCESS | 13 |
| 29. BILINGUAL PAY | 14 |

## TABLE OF CONTENTS (Cont)

**SUBJECT** **PAGE**


30. PEACEFUL PERFORMANCE ..... 14
31. MANAGEMENT FUNCTIONS ..... 15
32. EMERGENCY ..... 16
33. PROVISIONS OF LAW ..... 16
34. PERSONNEL FILES ..... 16
35. FURTHER REDUCTIONS ..... 16
36. FULL UNDERSTANDING ..... 16

APPENDIX I - BASE SALARY RANGE ..... 19

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

January 1, 2013 - December 31, 2014

## 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 two (2) years, commencing January 1, 2013 and shall remain in effect until December 31, 2014; 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 request for a new agreement by September 30, 2014. Meeting and conferring shall commence no later than October 15, 2014.

## 4. PAYCHECKS

During the term of the Memorandum of Understanding, the City will pay regular checks on a bi-weekly basis. Regular checks shall be available at the end of each shift, but not before noon, on the Friday one week following the end of each pay period.

The City will make every reasonable effort to correct pay check errors as soon as possible. When pay checks are issued on a Friday, employees shall be given the opportunity to see or be told the amount of their pay check at noon in order to have a reasonable time to have errors corrected. The foregoing shall not be interpreted to allow any disruption of normal work schedules and/or procedures.

## 5. SALARIES

Unit classifications shall be assigned to salary ranges as presented in Appendix A.
Salary increases for the term of this agreement shall be as follows:

Unit Classifications

| | Across the Board |
|---|---|
| January 1, 2014 | 3.0% |

A. Any pay rate changes effective with this agreement shall be made to each employees pay check on or before the first pay date following Council adoption of this agreement.

B. Salary ranges shall be divided into a five (5) step range. Eligibility for step advancement shall be upon six (6) months of satisfactory service between the first and second steps and thereafter twelve (12) months of satisfactory service at the previous step.

## 6. EDUCATION

A. Education Incentive. Educational incentive payments shall be made for POST certificates only. The amounts payable are two and a half (2.5%) percent of base pay for an intermediate certificate and one (1.0%) percent for an advanced certificate, for a combined maximum of three and a half (3.5%) percent.

B. Education Incentive for Dispatchers. Dispatchers who obtain and maintain an Emergency Medical Dispatcher (EMD) and CPR certifications will receive an additional stipend of one hundred ($100) dollars per month.

C. Educational Reimbursement Policy. The educational reimbursement policy shall be consistent with the Citywide Policy revision: the maximum annual reimbursement shall be three thousand ($3000.00) dollars. Other provisions of the Educational Reimbursement Policy shall remain unchanged for the term of the agreement.

## 7. OVERTIME

A. Non-Sworn Employees
All authorized time worked in excess of forty (40) hours per calendar week shall be compensated at the rate of time-and-one-half. All paid time off shall be considered time worked for overtime compensation purposes. Overtime of less than eight (8) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest fifteen (15) minutes.

Sworn Employees
All authorized time worked in excess of eighty (80) hours biweekly shall be compensated at the rate of time-and-one-half. All paid time off shall be considered time worked for overtime compensation purposes. Overtime of less

than eight (8) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest fifteen (15) minutes.

At the request of any employee eligible for overtime pay, the Chief of Police may provide that in lieu of cash payment for any overtime, the employee may be allowed time-and one-half off with pay for each hour of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and the Chief of Police. Employees may accrue a maximum of one hundred eighty (180) hours of compensatory time. In the event that such time off is not taken by the employee, he/she shall be given cash payment for the overtime hours worked at the time-and-one-half overtime rate based on the employee's regular rate of pay.

B. Individuals assigned as Canine Officers shall receive three (3) hours of overtime for each week of canine duty. This payment is in recognition of the additional duties and responsibilities involved in being a canine officer. Employees shall not spend more than three (3) hours per week of overtime on canine responsibilities without the express direction of the Chief of Police or his designee.

## 8. PHYSICAL FITNESS PROGRAM

The City agrees to provide a fifty ($50) dollars per month incentive for those unit personnel who successfully pass the advanced physical fitness program (based on the 1997/1998 standards). The standards will be pre-approved by the Chief of Police; there will be semi-annual testing. This program is voluntary and employees will participate on their own time without compensation from the City and no IOD ("injury on duty") claims (injuries incurred) while participating in the program will be honored. Failure to pass semi-annual test will result in discontinuing of monthly incentive pay.

## 9. UNIFORMS

The uniform allowance shall be paid at the annual rate of one thousand ($1000) 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. An additional two hundred ($200) dollars will be paid on the first pay date following ratification of this agreement and one thousand ($1000) dollars will be paid first pay period in December 2014 and thereafter. If said employees, during the normal course of their duties, are involved in an incident within their scope of employment wherein their personal property or equipment is damaged, destroyed, or taken as a direct result of the incident, the employee may request the Chief of Police to investigate the facts surrounding the incident. If the Chief of Police is satisfied that the facts of the incident occurred within the scope of employment, and the employee was exercising good judgment at the time of the incident, he shall forward to the City Manager a report recommending just compensation and upon approval of the report by the City Manager, he shall order payment.

Newly hired employees shall be advanced one year's uniform allowance. Annual payments shall commence with the second year of employment. Newly hired employees leaving the City service prior to the completion of their first year shall return all uniform items purchased with the uniform allowance.

Individuals shall not be allowed to borrow against uniform allowance payments.

Uniform payments shall be paid by separate check at the first pay period in December of each calendar year.

## 10. HOLIDAYS

Employees shall receive credit for holidays at the rate of one (1) 8-hour day per month for a total of twelve (12) holidays a year. Employees may accumulate up to forty (40) hours of holiday time; employees may receive holiday time off at their request subject to the approval of the Department Head. Staffing needs of the department and the efficient operation of the City shall be considered prior to granting holiday time off. Holiday time accrued in excess of forty (40) hours and not taken off by the employee shall be paid off at straight time, on an hour-for-hour basis.

## 11. SICK LEAVE

All eligible employees shall accrue one (1) working day eight (8) hours of sick leave with pay for each month of service with unlimited accumulation.

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

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

C. Bereavement. Absence for bereavement pursuant to Section 11.A above, shall not be chargeable to sick leave or other paid leave. Paid bereavement leave shall be granted pursuant to Section 11.A. above.

D. Personal Leave. An employee may use three (3) sick days (24-36 hours per year depending upon shift, i.e. 24 hours for an 8 hour shift, 36 hours for a 12 hour shift, etc.) which shall be designated as "personal leave days". In no case shall personal leave days be taken in excess of three (3) in any one calendar year. Personal leave days shall not be counted against an employee's sick time usage

for evaluation purposes. During the term of this agreement only, one additional personal leave day will be provided.

E. State Disability Insurance. Employees will conduct an election on implementation of SDI as soon as practical.

## 12. VACATION

Vacation leave shall accrue in accordance with the following schedule:

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

* = From the date of initial employment to the anniversary date concluding the third full year of employment, ten-twelfths (10/12) of a (8 hour) day vacation per month shall be accrued.

**= From the anniversary date concluding the third full year of employment to the anniversary date of the conclusion of the fifth year of employment, twelve-twelfths (12/12) of a (8 hour) day vacation per month shall be accrued and so forth.

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks shall have the option of receiving pay in lieu of time off for one week of the accrued time per year. Payment shall be made at straight time.

## 13. INSURANCE

A. Life Insurance. During the term of this Memorandum of Understanding, the City shall pay to the insurance carrier 100% of all employees' premiums payable. All eligible employees shall be covered by a forty thousand ($40,000) Dollar coverage plan with double indemnity.

B. Medical and Dental Insurance

Medical
The City will offer a choice between two Anthem Blue Cross PPO plans to all unit employees. City and employee 2013 monthly contributions will be as follows:

Classic $250 PPO Plan

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Employee +1 Dep | City pays $986.06 | Employee pays $213.75 |
| Employee +2> Dep | City pays $1396.36 | Employee pays $317.62 |

HDHP/H.S.A. PPO Plan

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Employee +1 Dep | City pays $792.63 | Employee pays $149.27 |
| Employee +2> Dep | City pays $1120.04 | Employee pays $225.51 |

Unit employees participating in the HDHP/H.S.A. PPO Plan will receive the following contribution from the City to their H.S.A. account each month (paid in semi-monthly installments), for 2013 only:

1st Year Participants:

| | |
|---|---|
| Employee Only | $109.94 |
| Employee +1 Dep | $173.16 |
| Employee +2> Dep | $247.36 |

2nd Year Participants:

| | |
|---|---|
| Employee Only | $54.98 |
| Employee +1 Dep | $86.58 |
| Employee +2> Dep | $123.68 |

For calendar year 2013 only, the City will reimburse the employee monthly premium cost increase as stated below. This reimbursement will be paid the first pay period following ratification of this agreement. Any premium increases incurred on January 1, 2014 shall be calculated from the 2013 premium rates referenced above.

Classic $250 PPO Plan Employee Premium Increase in January 2013

| | |
|---|---|
| Employee +1 Dep | $31.72/mth |
| Employee +2> Dep | $45.31/mth |

HDHP/H.S.A. PPO Plan Employee Premium Increase in January 2013

| | |
|---|---|
| Employee +1 Dep | $24.96/mth |
| Employee +2> Dep | $35.66/mth |

Dental

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

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Family | City pays $98.17; | Employee pays $8.43 |

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

Benefits

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

C. Vision Coverage. For the term of this Agreement, the City agrees to pay a maximum of twenty five and 65/100 dollars ($25.65) per month toward the existing vision coverage. The City will modify its maximum dollar contributions above by an amount equal to three-quarters (3/4) of any future vision premium increases becoming effective during the term of this agreement**.**

D. The City and Association agree to reopen negotiations of possible implementation of the PERS Health Care program no later than June 2014.

## 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 for Safety Employees, for sworn employees hired prior to May 27, 2012 is the 3% @ 50 formula. The formula for miscellaneous employees hired prior to May 27, 2012 is the 2.5% @ 55 formula.

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

Safety

Retirement for safety employees hired on or after May 27, 2012 but before January 1, 2013, and those hired on or after January 1, 2013 who meet the definition of classic member pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA) shall be as follows:

1. 3% @ 55
2. 36 highest consecutive months.
3. Employees shall pay the 9% employee contribution

Retirement for safety employees hired on or after January 1, 2013 who meet the definition of new member pursuant to PEPRA shall be as follows:

1. 2.7% @ 57
2. 36 highest months final compensation provision

3. Employees shall pay a member contribution rate of fifty (50) percent of the expected normal cost rate, which currently is 11.5%.

Miscellaneous (Non-sworn)

Retirement for employees hired on or after May 27, 2012 but before January 1, 2013, and those hired on or after January 1, 2013 who meet the definition of classic member pursuant to PEPRA shall be as follows:

1. 2%@60
2. 36 highest consecutive months
3. Employees shall pay the 7% employee contribution

Retirement for miscellaneous employees hired on or after January 1, 2013 who meet the definition of new member under PEPRA shall be as follows:

1. 2% @ 62
2. 36 highest months final compensation provision
3. Employees shall pay a member contribution rate of fifty (50) percent of the expected normal cost rate, which currently is 6.25%.

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

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

Employees with a hire date of 1/1/12 and thereafter with at least twenty (20) years of City service will receive five hundred ($500) dollars per month maximum **only** until Medicare eligible (age 65).

C. Effective July 1, 2012 the City ceased contributing the nine (9%) percent sworn employee retiree contribution on behalf of the employee. Concurrently, employees commenced making this payment on a tax deferred basis pursuant to IRS Code Section 414 (h)2. All retirement contributions paid by employees shall be made on a tax deferred basis pursuant to IRS Code Section 414 (h)2.

## 15. PROBATIONARY PERIOD

The probationary period for the Unit, as defined by Resolution No. 2008, Section 9, shall be eighteen (18) months for newly hired employees and twelve (12) months for promoted employees upon date of ratification and signing of this contract.

## 16. HOURS OF WORK

Non-Sworn Employees

All Non-Sworn employees in the Police Department Unit will work forty (40) hours per week as scheduled by management, included in such hours, one-half (1/2) hour per shift for the purpose of eating shall be permitted, except as otherwise provided by law, all employees in the City shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours worked. Nothing contained herein shall be construed to prevent the City Council or Chief of Police from scheduling individual employees' rest breaks so as to provide for the proper and efficient administration of the department and functions.

Sworn Employees

All Sworn employees in the Police Department Unit will work eighty (80) hours biweekly as scheduled by management, included in such hours, one-half (1/2) hour per shift for the purpose of eating shall be permitted, except as otherwise provided by law, all employees in the City shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours worked. Nothing contained herein shall be construed to prevent the City Council or Chief of Police from scheduling individual employees' rest breaks so as to provide for the proper and efficient administration of the department and functions.

## 17. DUES DEDUCTIONS

The City agrees to deduct Association dues for employees covered by this Agreement, when authorized in writing by the individual employee concerned, on forms acceptable to the City. It is further understood and agreed that the City shall not be required to deduct said dues or remit same to Association when any employee covered by this Agreement requests, in writing, that City cease such deductions.

It is also agreed that the Association shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City for the purpose of complying with the provisions of this Section. It is further agreed and understood by the parties that dues deduction privileges as set forth in this Section may be revoked by the City if the provisions of Section 26, Peaceful Performance, are violated by the Association.

## 18. USE OF CITY SPACE

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

## 19. UNAUTHORIZED ABSENCE

Any employee absent from his/her position without leave for three (3) or more working days without written notification or prior permission of his/her Department Head may be

considered to have automatically terminated his/her employment with the City. Such termination may be appealed upon the return of the employee and a final determination will be based upon the reasons furnished by the employee to the appointing authority for not having obtained prior permission.

## 20. ASSOCIATION LEAVE

Unit members will be allowed to contribute accumulated compensatory time off to a special account for the use of Association executive officers. Association officers or their designee may, subject to all normal approvals and restrictions for time off requirements, receive up to forty (40) hours per fiscal year off for attendance at meetings, seminars, etc. on behalf of the Association.

At no time may the Association compensatory time account contain more than a total of one hundred (100) accrued hours.

## 21. ACTING WATCH COMMANDER

Individuals in the Police Officer classification assigned as Acting Watch Commander shall be paid 2.5% of base pay per shift. Payment will be made only upon specific assignment by the Chief of Police or his designee and only when the Watch Commander is absent for four (4) hours of a full shift or longer.

## 22. TRAINING PAY

Individuals in the classification of Police Officer or Dispatcher who are assigned as a Trainee as part of a formal training program shall be paid 2.5% of base pay per shift. Payment will be made only upon specific assignment by the Chief of Police or his/her designee.

## 23. DETECTIVES

It is mutually understood and agreed that the detectives' assignment is made by the Chief of Police on a rotational basis. Reassignment of an individual from detective to patrol or other assignment shall not be considered disciplinary; unless the reassignment is done for disciplinary reasons.

## 24. ON CALL PAY - MISCELLANEOUS ASSIGNMENTS

Standby is that circumstance which requires an employee to: 1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication equipment; and 3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that employees on standby as defined above, are "waiting to be engaged". Court standby shall be treated separately as described below:

A. Compensation For Standby: All covered employees placed on standby shall receive one hour's pay at straight time for each eight (8) hours of standby time, with a minimum of three (3) hours of pay when placed on standby.

## 25. ON CALL PAY - COURT ASSIGNMENTS

Officers may be assigned on call for court appearances by their supervisor. When assigned, the officers: 1) must be immediately available by telephone; 2) must be able to respond to court within thirty (30) minutes; 3) will receive two (2) hours pay at straight time for morning court assignments; and if held over an additional two (2) hours pay for afternoon court assignments.

Officers are responsible for calling in to determine if they have been released from court on-call assignment.

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

## 26. ON CALL PAY - DETECTIVE ASSIGNMENTS

Detectives may be assigned on call responsibility. Assignments may vary, as directed by the Chief of Police or his/her designee, with the assigned individual assuming responsibility for being on call during all off duty hours during the assignment period.

Compensation for Detective standby shall be one (1) hour's pay at straight time per standby day assigned.

It is understood that assignment of detectives to on call responsibility shall be at the sole discretion of the Chief of Police.

## 27. GRIEVANCE PROCEDURE

PURPOSE:

A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below.

B. The purpose of this procedure is:

1. to resolve grievances informally at the lowest possible level.

2. to provide an orderly procedure for reviewing and resolving grievances promptly.

DEFINITIONS:

A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Agreement or of rules or regulations

governing personnel practices or conditions which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

B. As used in this procedure the term "immediate supervisor" means the individual so designated by the Chief of Police who assigns, reviews and directs the work of an employee.

TIME LIMITS:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

STEP 1:

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

STEP 2:

A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:

1. Thirty (30) days after the event of circumstances occasioning the grievance; or

2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.

B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.

C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.

D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.

E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

STEP 3:

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the Chief of Police or his designated representative. The employee may be represented by a representative of his/her choice.

B. The Chief of Police or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the Chief of Police or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

STEP 4:

A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.

B. The determination of the City Council shall be the final and binding step of the grievance procedure.

## 28. ALTERNATIVE DISPUTE RESOLUTION PROCESS

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

Hearing Officer

1. Upon election of the hearing officer option; the City and the employee (or the employees representative shall attempt to mutually agree on an impartial hearing officer. Should the parties fail to reach agreement on selection of a hearing officer within fifteen (15) days; they shall jointly request a list of five qualified hearing officers from the California State Mediation and Conciliation Service. If the mutual selection cannot be made from the list received within five (5) days, the parties shall select the hearing officer by alternatively striking names until only one name remains; that person shall serve as the hearing officer. The party which strikes the first name from the list of hearing officers shall be determined by a toss of a coin.

2. In cases where the employee elects the hearing officer option; the City shall bear the cost of the hearing officer. Each side shall bear its own cost of representation; including preparation and post hearing briefs, if any.

3. Decisions by hearing officers on matters properly before them shall be final and binding on the parties to the extent permitted by law. No hearing officer shall hear, decide, or make recommendations on any dispute unless the dispute involves matters within the definition of grievances set forth in the Memorandum of Understanding or discipline as defined by the City's Personnel Rules.

4. No hearing officer shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is in the authority of the City Council or other legislative body or to establish any new terms and conditions of employment. Any order of a hearing officer requiring a City expenditure of more than $10,000 shall require the approval of the City Council and shall have no force and effect until and unless such Council approval is given. If the City Council does not approve an award pursuant to this section; it shall rehear the matter and issue its own decision on the merits.

5. Election of the hearing officer is in lieu of all other City appeals processes.

## 29. BILINGUAL PAY

The City agrees to pay one hundred ($100.00) dollars per month per qualified employee to provide verbal only bilingual services. The City agrees to pay one hundred and twenty-five ($125.00) dollars per month per qualified employee to provide verbal and written bilingual services. Employees shall be required to pass qualifying examinations administered by the City to determine the proficiency for bilingual assignments, and be retested for proficiency every five (5) years. Upon the request of an employee, the City will schedule the test on an annual basis. The City will use a standard proficiency test provided by an outside service that is approved by the Chief.

## 30. PEACEFUL PERFORMANCE

A. Apart from, and in addition to, existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives shall invite, encourage, or participate in any strike, walkout, slowdown, speed up, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever, either with the Association or with any other person or organization. In the event of work stoppage as enumerated above, the Association, its officers, agents, and representatives shall do everything within their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

B. Any employee engaging in or assisting any work stoppage as enumerated above, or refusing to perform duty assigned services in violation of this Section, shall be subject to discipline up to and including termination.

## 31. MANAGEMENT FUNCTIONS

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the employer. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.

2. Schedule working hours.

3. Establish, modify, or change work schedules or standards.

4. Institute changes in procedures.

5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee.

6. Determine the location of any new facilities, building, department, divisions or subdivision thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions or subdivisions thereof.

7. Determine service to be rendered.

8. Determine the layout of buildings and equipment and materials to be used therein.

9. Determine processes, techniques, methods and means of performing work.

10. Determine the size, character, and use of inventories.

11. Determine financial policy including accounting procedure.

12. Determine the administrative organization of the system.

13. Determine the selection, promotion, or transfer of employees.

14. Determine the size and characteristics of the work force.

15. Determine the allocation and assignment of work to employees.

## 32. EMERGENCY

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

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

## 33. PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable federal, state, and county laws. If any part of this Agreement is in conflict with, or inconsistent with, the above applicable laws or is otherwise held to be invalid or enforceable by any court of competent jurisdiction, such part shall be suspended or superseded by such applicable law and the remainder of this Agreement shall not be affected.

## 34. PERSONNEL FILES

The City concurs that employees of the Department may initiate an appeal to the Chief to remove from their personnel files any notice of deficiency or letter of reprimand not involving serious disciplinary matters (i.e., suspensions, demotions and dismissal) two years from the date that the notice of deficiency was placed in the file. Given that there are no similar occurrences of the deficiency which have occurred within the two year period, the Chief may authorize removal of the negative material.

## 35. FURTHER REDUCTIONS

The City will not layoff nor involuntarily reduce unit employees hours during the term of this agreement.

## 36. FULL UNDERSTANDING

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

B. It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter proposals with respect to any matter subject to meet and confer and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.

The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

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

D. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**CITY OF EL PASO DE ROBLES**

James L. App, City Manager

03 JUN 2014
Date

**PASO ROBLES POLICE ASSOCIATION**

Tony Ruiz

Tod Rehner

Kelley Abbas

Joe Leonard

Tony Ruiz for Michael Rickerd
Michael Rickerd

6/19/14
Date

# APPENDIX I
# PASO ROBLES POLICE ASSOCIATION
# BASE SALARY RANGE

## Compensation

Effective upon adoption of this agreement, wage rates shall be set in accordance with salary ranges as presented below.

***Effective Date 1/1/14***

| Classification | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---|---|---|---|---|---|---|
| Sergeant | 421 | $6,972 | $7,402 | $7,859 | $8,345 | $8,860 |
| Officer | 361 | $5,169 | $5,486 | $5,825 | $6,184 | $6,565 |
| Dispatcher | 306 | $3, 929 | $4,171 | $4,428 | $4,701 | $4,991 |

**EXHIBIT C**

# MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF EL PASO DE ROBLES AND THE PASO ROBLES PROFESSIONAL FIREFIGHTERS IAFF, LOCAL 4148

January 1, 2014 to December 31, 2014

**Approved on July 1, 2014 via City Council Resolution 14-101**

## TABLE OF CONTENTS


| ARTICLE | | PAGE |
|---|---|---|
| I | TERM OF MEMORANDUM OF AGREEMENT | 2 |
| II | UNION RIGHTS | 5 |
| III | DEPARTMENT POLICIES AND PROCEDURES | 32 |
| IV | WORK HOURS | 35 |
| V | COMPENSATION | 39 |
| VI | LEAVES | 53 |
| VII | FRINGE BENEFITS | 61 |
| VIII | MISCELLANEOUS | 77 |
| IX | GRIEVANCE PROCEDURE | 88 |
| | EXHIBIT A | 19 |

**MEMORANDUM OF AGREEMENT BETWEEN**
**THE CITY OF EL PASO DE ROBLES**
**AND THE**
**PASO ROBLES PROFESSIONAL FIREFIGHTERS**
**IAFF, LOCAL 4148**

January 1, 2014 to December 31, 2014

## ARTICLE I - TERM OF MEMORANDUM OF AGREEMENT

The term of the Memorandum of Agreement shall be for 12 months commencing on January 1, 2014, and expiring on December 31, 2014. Meet and confer shall commence no later than December 1, 2014.

a) It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to "meet and confer" and that the understandings and agreement arrived at after the exercise of that right are set forth in this Agreement. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject matter, whether referred to or not in this Agreement.

b) Any provisions, 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.

c) 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.

## ARTICLE II – UNION RIGHTS

### 1. AGENCY SHOP

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

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, general assessments of the organization." The City and the Union agree that an agency

shop arrangement between the City and Union has been placed in effect pursuant to a secret ballot election of bargaining unit members:

2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or finally support public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a nonreligious, nonlabor charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from a list approved by the City for the purpose of payroll deductions. Proof of the payments shall be made on a bi-weekly deduction report to the Union as a condition of continued exemption from the requirement of financial support to the Union.

   (a) To qualify for the religious exemption, the employee must provide to the Union, with a copy to the City, a written request for the exemption, along with verifiable evidence of membership in a religious body as described above. The City will implement the religious exemption within thirty (30) days of the written request unless notified by the Union that the requested exemption is not valid.

3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the City shall deduct the agency fee from the employees pay check. The City agrees to promptly remit to the union all monies deducted accompanied by a "Bi-weekly Agency Fee Deduction report" to include the names, social security numbers and amounts of deductions in the same manner and timeframes as the current provision of the dues deduction reports.

4. This agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding, provided that:

   (a) A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining unit;
   (b) The vote is by secret ballot;
   (c) The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during the term.

5. An agency shop arrangement shall not apply to management, confidential, or supervisory employees.

6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.

7. The Union shall indemnify and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

## 2. DUES DEDUCTIONS

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

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

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

## 3. UNION BUSINESS

The City shall allow employees who are members of the Executive Board or their designated representatives of the Paso Robles Professional Firefighters, Local 4148, to conduct business on paid City time for such items as negotiations, grievance resolution, and/or any meetings with either City Administration or the Fire Department Management on matters within the scope of representation. Remaining Union business should be scheduled outside of normal work hours, (i.e. 0800 to 1700 hours), except employee lunch periods and breaks.

The City will allow paid time off for up to forty-eight (48) hours per quarter for officers of Local 4148. This time will be used for official Union business representing Local 4148.

a. Interoffice Mail, E-Mail, Bulletin Boards, and Computers:

The Union shall have access to interoffice mail, existing bulletin boards, e-mail, and computers in the department employee work areas, for the purpose of posting, transmitting, or distributing notices or announcements that pertain to Local 4148 official business. Such permission is given with the understanding that no political inflammatory, or derogative information will be distributed.

b. Use of Meeting Places:

The Union shall have the right to reserve City meeting and conference rooms. Such meeting places will be made available in conformity with the City regulations and subject to the limitations of prior commitment. The Union shall have the right to use Fire Stations for Union meetings with notification made to the Fire Chief or his/her designee at least three (3) days in advance of any regular or special meeting, and at least one (1) day in advance of any emergency meeting conducted within the City facility. There shall be no more than one (1) regular meeting per month. All meetings shall be conducted outside of the normal "work day". The City will allow out-of-district meetings, while remaining in service within the City of Paso Robles for on-duty personnel for up to three (3) hours, unless otherwise approved by a Chief Officer.

## 4. MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public health and safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient service for the citizens of El Paso de Robles, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights set forth in the City's Personnel Rules and Regulations Ordinance and including, but not limited to, the following rights:

a) To manage all City department and determine policies and procedures and the right to manage the affairs of those departments.

b) To determine the existence or non-existence of facts which are the basis of the management decision in compliance with State Law.

c) To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other Government jurisdictions and to expand or diminish municipal services as needed.

d) To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with City Rules, Regulations, and Ordinances.

e) To determine the nature, manner, means, extent, type, times, quantity, technology, standard, and level of municipal services to be provided to the public.

f) To require performance of other health and safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.

g) To lay-off employee of the City because of lack of work or funds or under conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City.

h) To determine and/or change the City facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City operations and services are to be conducted.

i) To determine the method of financing.

j) To plan, determine, and manage the City's budget which includes, but is not limited to, changes in the number of relocations, and types of operations, processes, and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the municipal services.

k) To determine the size and composition of the City's work force, assign work to employees of the City in accordance with requirements determined by the City and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.

l) To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to, quality and quantity, and require compliance therewith.

m) To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications and to reallocate and reclassify employees in accordance with City Rules and Regulations.

n) To determine the issues of public policy and overall goals and objectives of the City and to take necessary action to achieve the goals and objectives of the City.

o) To hire, transfer intra or inter Department/Division, promote, reduce in pay grade, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Department and/or City Rules, Regulations, and Ordinances.

p) To determine policies, procedures, and standard for recruiting, selecting, training, and promoting employees.

q) To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and standards of conduct, safety, health and order, and to require compliance therewith.

r) To maintain order and efficient City facilities and operation.

s) To restrict the activity of an employee organization on City facilities and operations.

t) To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City not specified above.

Should the City's exercise of its rights under this section substantively impact matters within the scope of representation, it will give notice to Local 4148 and upon request meet and confer on the impact of its discussion(s).

## ARTICLE III – DEPARTMENT POLICIES AND PROCEDURES

1. New or revised policies, procedures, and guidelines shall continue to be prepared at the Chief's direction.

2. Each new or revised policy, procedure, or guideline written shall be provided to the Union at least 15 days prior to its scheduled implementation.

3. If a new or revised policy, procedure, or guideline materially impacts any matter within the scope of representation, the parties agree to promptly meet and confer, upon the request of the Union.

4. Notice of the Union's desire to meet and confer shall be made within the 15 day period.

5. During the meet and confer process, the parties will attempt to reach a mutually acceptable resolution of any disputed item.

6. Failure to reach an agreement on any matter within scope shall result in the matter being referred to the City's impasse procedure.

## ARTICLE IV – WORK HOURS

### 1. DEFINITIONS

Fire Platoon Duty Personnel: Fire personnel hired to perform specific duties on a Fire Department Work Schedule.

**2. WORK PERIOD**

Fire platoon duty personnel shall be scheduled for a twenty-four (24) day work period and will be assigned 24 hours shifts (8 in 24 schedule). The schedule shall be a repeating two (2) day on four (4) day off cycle. Shifts will start and end at 0800 hours. Fire platoon duty personnel will work 182 hours per work period and will be paid within the guidelines of the Fair Labor Standards Act (FLSA). At the discretion of the Fire Chief, the work schedule may be revised to provide alternate scheduling of days on/off. If necessary, the FLSA work period may be modified to accommodate this change. Fire Platoon Duty Personnel shall continue to work the equivalent of a 56 hour week. Newly hired personnel may be assigned to a forty (40) hour week for training purposes. Appropriate adjustments will be made to the hourly rate, handling of leaves, etc.

**3. WORK SHIFT**

The work shift shall be twenty-four (24) hours.

**4. PAY DAYS**

During the term of the MOA, the City will pay regular pay checks on a bi-weekly basis. Each pay check will include one twenty-sixty (1/26th) of the assigned yearly salary rate in compensation for 112 standard/straight time hours with appropriate adjustments. Regular checks shall be available after 1200 hours on the designated pay days.

Direct deposit shall be mandatory for all employees.

## ARTICLE V – COMPENSATION

**1. SALARIES**

Salaries shall be increased by 2% effective the pay period commencing January 1, 2014 for the term of this agreement. Unit classifications shall be assigned to salary ranges as presented in Exhibit A.

**2. EDUCATIONAL REIMBURSEMENT POLICY**

The maximum fiscal year reimbursement shall be $3000.00. Other provisions of the Educational Reimbursement Policy shall remain unchanged for the term of the agreement.

## 3. OVERTIME

All authorized overtime in excess of one hundred eighty-two (182) hours over a twenty-four (24) day work period shall be compensated in pay or compensatory time off at the rate of time and one half. Overtime over eight (8) minutes but less than thirty-eight (38) minutes shall be rounded to the thirty (30) minutes.

## 4. COMPENSATORY TIME OFF

Employees shall be allowed to elect compensatory time off to a maximum accrual of 144 hours:

Time off will be scheduled by mutual agreement of the employee and the Fire Chief. It is understood that compensatory time off will not be approved in the absence of qualified replacement personnel, in cases of high fire danger, when personnel are out of area due emergency assistance to other agencies, and as established within Departmental policy parameters. Employees denied requested compensatory time off may, at their option, receive pay in lieu.

## 5. CONSTANT STAFFING

Fire Platoon Duty Personnel may be required to work at the discretion of management to ensure adequate department staffing.

## 6. EMERGENCY RECALL

If Fire Platoon Duty Personnel are called back in an emergency, they shall be compensated with a minimum of two (2) hours at time and one-half.

## 7. BILINGUAL PAY

The City agrees to pay One Hundred ($100) Dollars per month for verbal only bilingual skills and an additional twenty-five ($25) Dollars per month for written bilingual skills (a combined maximum of $125 per month for both verbal and written) per qualified employee to provide bilingual services. Employees shall be required to pass qualifying examinations administered by the City to determine the proficiency for bilingual assignments, including recertification every 5 years.

## 8. COURT PAY

Unit personnel may be assigned on call for court appearances by their supervisor. When assigned, the employee(s): 1) must be immediately available by telephone; 2) must be able to respond to court within thirty (30) minutes; 3) will receive two (2) hours pay at straight time for morning court assignments; and if held over an additional two (2) hours pay for afternoon court assignments.

Employees are responsible for calling in to determine if they have been released from court on-call assignment.

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

## 9. WORKING OUT OF CLASS PAY

When an employee covered by the provisions of this agreement is temporarily assigned in writing to and performs all of the duties of a higher, vacant position in a higher classification whose salary range is at least five (5%) percent higher than the range of the employee's regular classification, that employee shall be compensated at the lowest step in the higher classification that provides an increase to the assigned employee of at least five (5%) percent.

Firefighters selected to and assigned to work as Acting Captains shall be eligible for compensation pursuant to this section effective the first working day of the assignment.

The City will develop a sixteen (16) hour training program which eligible individuals must complete prior to being placed in an acting Fire Captain position.

Concurrent with sixteen (16) hour training program, individual shall complete at least ten (10) emergency calls during which the City will monitor their performance.

The City will conduct a Fire Captain examination every eighteen (18) months.

## 10. INCENTIVE PAYS

Unit employees possessing the certification and assigned to work as Hazardous Materials Specialists shall receive additional compensation of two (2%) percent of base pay.

Effective January 1, 2014 Unit employees possessing certification of a Driver/Operator shall receive additional compensation of three and one quarter (3.25%) percent of base pay. The City and IAFF will explore folding Driver/Operator compensation into base pay.

Unit employees possessing certification as a Fire Officer shall receive additional compensation of Sixty ($60) Dollars or one (1%) percent of base pay.

In a case where the conversion to percentage incentive pay would be less that the static monthly rate already received by an employee, the higher rate shall apply.

## ARTICLE VI – LEAVES

### 1. VACATION LEAVE

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

| YEARS OF SERVICE | VACATION ACCRUALS |
|---|---|
| 0-2 years | 96.00 hours |
| 3-4 years | 120.00 hours |
| 5-6 years | 144.00 hours |
| 7-8 years | 168.00 hours |
| 9-10 years | 192.00 hours |
| 11-12 years | 216.00 hours |
| 13+ years | 240.00 hours |

Employees who have accrued vacation and/or compensatory time off at least equal to three weeks (168 hours) shall have the option of receiving pay in lieu of time off for one week (56 hours) of the accrued time per year, provided that they are taking one consecutive week of vacation and/or compensatory time off, and including the one consecutive week, will have taken two weeks off during the year. Payment shall be made at straight time.

### 2. SICK LEAVE

Fire Platoon Duty Personnel are granted sick leave at the rate of eleven point one seven (11.17) hours per month.

A. Absence Requirements. Sick leave with pay shall be granted by the Fire Chief in case of a bona fide illness or disability or disability of the employee 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).

B. Bereavement. Fire Platoon Duty Personnel shall receive 48 hours per occurrence of Bereavement Leave.

C. Workers Compensation/SDI. Employees receiving temporary payments from either of these programs may use accumulated sick leave, normal vacation and/or CTO in order to maintain, but not exceed, his/her regular base pay.

D. Personal Leave. Fire Platoon Duty Personnel shall be eligible for 36 hours of Personal Leave.

Personal leave may be requested throughout the year to handle matters which cannot reasonably be schedule off duty. Except as determined by the Fire Chief,

personal leave may not be taken if it would require backfill. Personal leave requests shall be made directly to the Duty Chief (on-duty chief officer).

**3. HOLIDAYS**

Fire Platoon Duty Personnel shall be granted eleven (11) hours holiday pay per month. Holiday pay will be paid at the rate of 5.077 hours per pay period. For the 2013 calendar year only, holiday pay will be increased by 11.2 hours (.43 hours per pay period).

**4. FAMILY LEAVE**

Personnel rule language shall be consistent with State and Federal Law.

**5. MILITARY LEAVE**

Military Leave is governed by State and Federal Law.

## ARTICLE VII – FRINGE BENEFITS

**1. INSURANCE**

A. Life Insurance. During the term of the MOA, the City shall pay to the insurance carrier one hundred (100%) percent of all employee's premiums payable. All eligible employees shall be covered by a $40,000 coverage plan with double indemnity.

B. Medical. The City will offer a choice between two Anthem Blue Cross PPO plans to all unit employees. City and employee 2014 monthly contributions will be as follows:

Classic $250 PPO Plan

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Employee +1 Dep | City pays $1103.07 | Employee pays $252.75 |
| Employee +2> Dep | City pays $1563.50 | Employee pays $373.34 |

HDHP/H.S.A. PPO Plan

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Employee +1 Dep | City pays $884.22 | Employee pays $179.80 |
| Employee +2> Dep | City pays $1250.88 | Employee pays $269.13 |

Unit employees participating in the HDHP/H.S.A. PPO Plan will receive the following contribution from the City to their H.S.A. account each month (paid in semi-monthly installments), for 2013 only:

1st Year Participants:

| | |
|---|---|
| Employee Only | $109.94 |
| Employee +1 Dep | $173.16 |
| Employee +2> Dep | $247.36 |

2nd Year Participants:

| | |
|---|---|
| Employee Only | $54.98 |
| Employee +1 Dep | $86.58 |
| Employee +2> Dep | $123.68 |

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

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Family | City pays $98.17; | Employee pays $8.43 |

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

| | | |
|---|---|---|
| Employee Only | City pays 100% | |
| Family | City pays $25.40; | Employee pays $.00 |

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

Benefits

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

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

The City shall maintain and pay for all existing levels of insurance benefits for twelve (12) months for the surviving family of an employee who dies in the line of duty.

E. The City and Association agree to implementation of the PERS Health Care program on January 1, 2015. The City and Association will reopen negotiations on the City contribution towards the plan in June 2014.

## 2. RETIREMENT

A. Fire Platoon Duty Personnel are currently under the Public Employees Retirement System (PERS) of the State of California. The contract for PERS is for Safety Employees, the 3% at 55 single highest year formula.

Retirement for employees hired on or after May 27, 2012 but before January 1, 2013, and those hired on or after January 1, 2013 who meet the definition of current member pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), shall be as follows:

1. 3@55
2. 36 highest consecutive months

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, employees hired who meet the definition of new member under PEPRA, will be covered by the 2.7% @ 57 retirement formula with the 36 highest months final compensation provision, and shall pay a member contribution rate of fifty (50) percent of the expected normal cost rate, which currently is 11.5%,

B. Effective July 1, 2012 the City ceased contributing the nine (9%) percent employee retiree contribution on behalf of the employee. Concurrently, employees commenced making this payment on a tax deferred basis pursuant to IRS Code Section 414 (h)2. In exchange, the City increased salaries by nine (9%) percent.

C. For individuals retiring prior to 4/1/02, the City agrees to pay fifty ($50.00) dollars monthly towards future retiree medical insurance premium provided the retiree completes at least ten (10) years City service and retires under the Public Employee Retirement System.

In addition, the City agrees to reimburse the retiree with at least 10 years City service for retiree and/or retiree's dependent health (medical/dental/vision) insurance premiums, disability insurance, long-term health care or life insurance premiums, provided that retiree has retired under established P.E.R.S. benefit package, in accordance with the following schedule:

Retirement date between 4/1/02 and 3/31/03 $350 per month maximum
Retirement date between 4/1/03 and 3/31/04 $400 per month maximum
Retirement date between 4/1/04 and 3/31/05 $450 per month maximum
Retirement date of 4/1/05 and thereafter $500 per month maximum

Hire date of 1/1/12 and thereafter $500 per month maximum until Medicare eligible (age 65) with at least 20 years of City service.

## ARTICLE VIII – MISCELLANEOUS

### 1. PROBATIONARY PERIOD

Fire Platoon Duty Personnel shall complete a twelve (12) month probationary period prior to being granted regular status.

### 2. UNIFORMS

A. Fire Platoon Duty Personnel shall wear approved uniforms. A uniform allowance shall be paid at the annual rate of One Thousand Two Hundred ($1200.00) Dollars which is for the complete maintenance and replacement of pants, shirts, jackets, belts, and accessories. The City will separately purchase and provide Wildland equipment. Wildland equipment consists of 2 long sleeve shirts, 2 pairs of Nomex pants and One pair Danner Rain Forest boots or equivalent as determined by the Department, or provide $270 towards the cost of more expensive models that comply with all Federal, State and Department safety standards. This equipment will be replaced or repaired on an as needed basis as determined by the Fire Chief.

B. 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 completion of their first year shall return all uniform items purchased with the uniform allowance.

C. The annual payment shall be in one lump sum on the first pay period of December.

D. Class A uniforms may be obtained and maintained by employees on a voluntary basis.

E. The Department shall issue the following additional structural fire response equipment at the time of hire and will repair or replace as needed, as determined by the Battalion Chief:

1. One pair Warrington Pro or equivalent as determined by the Department, or provide $330 towards the cost of more expensive models that comply with all Federal, State and Department safety standards.

F. The Department shall periodically survey boot costs and make adjustments to the allotment allowances.

## 3. EMPLOYEE ASSISTANCE PROGRAM

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

## 4. RECLASSIFICATION STUDIES

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

## 5. STAFFING

It is the City's long-term goal to achieve staffing at a ratio of .8 to 1.0 sworn Fire personnel for every 1,000 residents consistent with the Council's adopted Emergency Services Growth Management Plan; with an initial future goal of staffing Engine companies with at least three (3) Fire Suppression Personnel.

## 6. REOPENER

The City and Union agree to reopen negotiations on the City's draft Personnel Rules.

## 7. PERSONNEL FILES

Employees of the Department may initiate an appeal to the Chief to remove from their personnel files any notice of deficiency or letter of reprimand not involving serious disciplinary matters (i.e., suspensions, demotions and dismissal) two years from the date that the notice of deficiency was placed in the file. Given that there are no similar occurrences of the deficiency which have occurred within the two year period, the Chief may authorize removal of the negative material.

## 8. RESERVE PROGRAM

Local 4148 acknowledges the City's establishment of a Reserve Firefighter Program. The City does not intend to use reserves to replace permanent positions. Permanent employee shifts may temporarily be filled by reserves in extraordinary circumstances.

## 9. COMPARISON AGENCIES

The following agencies will be utilized for compensation comparisons:

a. Santa Maria
b. Salinas
c. San Luis Obispo
d. Atascadero

e. Morro Bay
f. Five Cities (Pismo/AG/Grover)

## ARTICLE IX – GRIEVANCE PROCEDURE

### 1. PURPOSE

A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below.

B. The purpose of this procedure is:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

**DEFINITIONS:**

A. "Grievance" means a complaint by an employee or group of employees concerning the interpretation or application of the provisions of this Agreement or of rules or regulations, or resolutions, or ordinances governing personnel practices or terms and conditions of employment which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.

B. As used in this procedure the term "immediate supervisor" means the individual so designated by City management who assigns, reviews and directs the work of an employee.

**TIME LIMITS:**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action with the time limits contained in the grievance procedure, but with the written consent of all parties the time limitations for any step may be extended.

**STEP 1:**

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within seven (7) days, the immediate supervisor shall give his decision or response.

**STEP 2:**

A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:

1. Thirty (30) days after the event of circumstances occasioning the grievance; or

2. Within seven (7) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.

B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection 1, above, the period in which to bring the grievance shall not be extended by subsection 2 above.

C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the persons designated by the City management as the first level of appeal. The employee may be represented by a representative of his/her choice.

D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.

E. Within seven (7) days after the initiation of the Step 2 grievance, the first level of appeal shall investigate the grievance, and give his decision in writing to the grievant.

**STEP 3:**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within seven (7) days to the City Manager or his designated representative.

The employee may be represented by a representative of his/her choice.

B. The City Manager or his designated representative shall respond in writing within fourteen (14) days to the grievant. If the City Manager or his designated representative determines it is desirable, he/she shall hold conference(s) or otherwise investigate the matter.

**STEP 4:**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within fourteen (14) days to the City Council. The employee may be represented by a representative of his/her choice.

B. The determination of the City Council shall be the final and binding step of the grievance procedure.

**ALTERNATIVE DISPUTE RESOLUTION PROCESS:**

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

**HEARING OFFICER:**

1. Upon election of the hearing officer option; the City and the employee (or the employees representative shall attempt to mutually agree on an impartial hearing officer. Should the parties fail to reach agreement on selection of a hearing officer within fifteen (15) days; they shall jointly request a list of five qualified hearing officers from the California State Mediation and Conciliation Service. If the mutual selection cannot be made from the list received within five (5) days, the parties shall select the hearing officer by alternatively striking names until only one name remains; that person shall serve as the hearing officer. The party which strikes the first name from the list of hearing officers shall be determined by a toss of a coin.

2. In cases where the employee elects the hearing officer option; the City shall bear the cost of the hearing officer. Each side shall bear its own cost of representation; including preparation and post hearing briefs, if any.

3. Decisions by hearing officers on matters properly before them shall be final and binding on the parties to the extent permitted by law. No hearing officer shall hear, decide, or make recommendations on any dispute unless the dispute involves matters within the definition of grievances set forth in the Memorandum of Understanding or discipline as defined by the City's Personnel Rules.

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

4. No hearing officer shall have the power to amend or modify this Memorandum of Understanding or a law, ordinance, resolution, regulation or rule which is in the authority of the City Council or other legislative body or to establish any new terms and conditions of employment. Any order of a hearing officer not involving an appeal from discipline requiring a City expenditure of more than $ 15,000 shall require the approval of the City Council and shall have no force and effect until and unless such Council approval is given. If the City Council does not approve an award pursuant to this section; it shall rehear the matter and issue its own decision on the merits.

CITY OF EL PASO DE ROBLES

James L. App, City Manager

PASO ROBLES CITY FIRE PLATOON DUTY PERSONNEL

Robert Smith

Roger Colombo

John Prickett

**Exhibit A - Paso Robles Professional Firefighters MOU**
**Paso Robles Professional Firefighters**
**(Based on 56 hour work week)**

Compensation
Effective upon adoption of this amendment wage rates shall be set in accordance with salary ranges as presented below.

| **Effective Date** | **1/1/2014** | | | | | |
|---|---|---|---|---|---|---|
| *Classification* | Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Captain/Paramedic | 423 | 7,042 | 7,476 | 7,938 | 8,428 | 8,949 |
| Captain | 403 | 6,372 | 6,765 | 7,184 | 7,627 | 8,098 |
| Firefighter/Paramedic | 363 | 5,219 | 5,541 | 5,883 | 6,246 | 6,631 |
| Firefighter | 344 | 4,748 | 5,041 | 5,351 | 5,681 | 6,031 |

**EXHIBIT D**

June 13, 2014

SUBJECT: Unrepresented Confidential, Professional and Management Group Letter of Understanding with City of Paso Robles

The Paso Robles Unrepresented Confidential, Professional and Management Group (Management Group) met on May 23, 2014 at which time there were a quorum of its members. At that meeting, a city proposal was considered and agreed upon by a majority vote of those present. The terms and conditions of that proposal are as follows:

1. Contract Term – 12 months (through 12/31/14)

2. Wages – Per attached exhibit, 3% across the board effective January 1, 2014, subject to:

   Effective July 6, 2014, employees to be responsible for 2% of employee portion of retirement contribution. Concurrently, wages will be increased by an additional 2%.

3. Health – Convert to PERS Health Plan January 2015. City and Management Group to reopen negotiations on City contribution after new 2015 rates available (anticipated in June).

4. Vacation Leave – Effective January 1, 2015 two vacation banks shall be established:

   a. A historical bank to include all hours on the books as of January 2015. These hours shall remain in the employee's bank until used or paid off.

   b. A new bank to include all newly accrued hours. The maximum accrual shall be two times the employee's annual maximum. Accrual to cease if maximum is reached.

   Increase vacation buyback to:
   2 weeks July 2015
   3 weeks July 2016

5. Direct Deposit to be mandatory for all employees.

Accepted by the City:

James. L. App, City Manager

Accepted by Unrepresented Group:

6/17/14
Robert Burton, Police Chief

6/17/14
Dave McCue, IT Manager

6/17/14
Karen Christiansen, Library Manager

# COMPENSATION & BENEFIT PLAN SALARY AMENDMENTS

## Confidential, Professional & Management Employees[1]

| CLASSIFICATION | Current salary Range Effective 7/1/2012 | Range | ~~~~~~~~~~Amended Salary Ranges~~~~~~~~~~ January 1, 2014 | Range | July 6, 2014[3] | Range |
|---|---|---|---|---|---|---|
| Confidential Assistant | $42,456 - 53,940 | 285 | $43,470 - 55,572 | 291 | $44,628 - 56,700 | 295 |
| Confidential Coordinator | $52,872 - 67,164 | 329 | $54,480 - 69,204 | 335 | $55,572 - 70,596 | 339 |
| Executive Assistant | $55,020 - 69,900 | 337 | $56,700 – 72,012 | 343 | $57,840 - 73,464 | 347 |
| Professional Manager II | $75,696 - 96,216 | 401 | $78,000 - 99,144 | 407 | $79,572 – 101,136 | 411 |
| Professional Manager III | $96,684 - 122,868 | 450 | $99,612 – 126,588 | 456 | $101,628 – 129,144 | 460 |
| Executive Manager | $121,008 - 153,768 | 495 | $124,680 – 158,436 | 501 | $127,188 – 161,628 | 505 |
| Safety Professional Manager III | $100,620 - 127,860[2] Effective 12/1/12 | 458 | $103,680 – 131,748 | 464 | $105,768 – 134,400 | 468 |
| Safety Executive Manager | $125,928 – 160,020[2] Effective 12/1/12 | 503 | $129,756 – 164,880 | 509 | $132,372 – 168,204 | 513 |

---

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

2 *NOTE: On 7/1/12 Safety Employees contribute 9% to PERS employee retirement costs on a tax deferred basis pursuant to IRS Code Section 414 (h)2.*

3 *NOTE: On 7/6/14 Non-Safety Employees contribute 2% to PERS employee retirement costs on a tax deferred basis pursuant to IRS Code Section 414 (h)2.*

EXHIBIT E

# CITY OF EL PASO DE ROBLES

*"The Pass of the Oaks"*

TO: PART TIME EMPLOYEES

SUBJECT: ADMINISTRATIVE MEMO REGARDING COMPENSATION

The City endeavors to properly organize its work, effectively deploy its workforce, and fairly compensate City workers.

Compensation for Part Time employees is benchmarked off of Full Time positions that are within the Service Employee International Union (SEIU) represented labor group.

In alignment with modifications being implemented to SEIU compensation, the Part Time Workers Classification and Compensation Plan is hereby amended as provided in Exhibit A, attached hereto.

James L. App, City Manager

July 2, 2014
Date

# WAGE RATE AMENDMENTS

## Part-Time/Hourly Employees

## January 1, 2014 – December 31, 2014

| CLASSIFICATION | Current Hourly Wage Range~~~~~~~~~~~ Established June 1, 2012 | Amended Hourly Wage Ranges~~~~~~~~~~~ Effective January 1, 2014 |
|---|---|---|
| Staff Aide | $10.50-11.50/hr. | $11.00-12.00/hr. |
| Staff Assistant I | $12.00-13.50/hr. | $12.50-14.00/hr. |
| Staff Assistant II | $14.75-16.25/hr. | $15.25-16.75/hr. |
| Staff Assistant III | $17.50-19.00/hr. | $18.25-19.75/hr. |
| Staff Assistant IV | $21.25-22.50/hr. | $22.00-24.25/hr. |

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

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

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

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

*NOTE 4: Level I Reserve Police Officers shall receive a wage rate commensurate with the entry level (step 1) of the regular Police Officer classification.*

*NOTE 5: Effective July 6, 2014 those part time employees who are PERS members shall begin contributing 2% of the employee retirement contribution.*