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

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

January 1, 2019 - December 31, 2019

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 one (1) year, commencing January 1, 2019 and shall remain in effect until December 31, 2019; and also from year to year thereafter unless and until one of the parties fulfills the conditions of Section 3, Renegotiations.

3. RENEGOTIATIONS

Meet and confer shall commence no later than August 15, 2019 in order for the parties to attempt to reach a timely and multiyear agreement.

4. PAYCHECKS

The City provides employees with electronic bank transfers for regular compensation on Friday, one week following the end of the pay period (bi-weekly). Electronic pay receipts (pay stubs) are available to all employees via the Employee Self Service (ESS) web portal. An employee may request copies of their pay stubs if they are unable to print them from the ESS web portal.

5. SALARIES

Unit classifications shall be assigned to salary ranges as presented in Appendix A.

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.

Ratification Incentive:

On or before the second pay period following ratification and City Council approval of this agreement, employees shall receive a one-time (off schedule) payment of one thousand dollars (\$1,000.00). This payment will be subject to all normal taxes and

withholding. It is the intent of the parties that this one-time payment will not be reportable as special compensation to CalPERS under 2 CCR 571(a). In the event that CalPERS finds the payment as reportable compensation, the parties will reopen this provision of the agreement to ensure the City's payment is no more than the cost of the \$1,000.00 (per employee) non-persable amount.

Employees may elect to defer this one-time \$1,000.00 payment (subject to legally mandated withholdings) to their 457 account.

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. Dispatchers may opt to receive incentive pay pursuant to either A or B above, but not both.
- D. 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. 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 30 hours per year which shall be designated as "personal leave days". In no case shall personal leave days be taken in excess of 30 hours in any one calendar year. Personal leave days shall not be counted against an employee's sick time usage for evaluation purposes. Personal leave time is to provide staff with flexibility in their schedule by allowing paid time away to deal with personal/private and/or unexpected matters which necessitate short-term absences; they are not additional vacation days. Requests for personal leave should be made with as much advance notice as possible.

12. VACATION

Vacation leave shall accrue in accordance with the following schedule:

<u>Yrs of Service</u>	<u>Rate Earned</u>	<u>Vacation Accrual</u>
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.

Effective February 1, 2016 two vacation banks shall be established:

- 1) A historical bank to include all hours on the books as of February 1, 2016. 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.

Effective July 2016, 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 2017, 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.

The City has revised its Vacation Buy Back (Paid Time Off Cash-Out Policy). Twice per year, employees will have the option to declare their intent to cash out accrued vacation and/or compensatory time off under the following conditions:

- Hours cashed out shall be paid at straight time
- In December of each year, employees can declare their intent to cash out the leave (or a portion of the leave) they earn during the period January – June; they will be paid for it in July
- In June of each year, employees can declare their intent to cash out the leave they earn during the period July – December; they will be paid for it in January
- Once an election is made it cannot be rescinded

Employees will be required to complete the City's standardized election form that provides additional Policy details.

13. 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.

14. 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 Effective January 1, 2019

Employees will have the choice of available plans offered by CalPERS. The City will pay up to the following total monthly amounts for selected plans.

Employee only	\$702.24
Employee +1	\$1,167.88
Employee +2	\$1,517.04

These amounts are inclusive of the CalPERS minimum medical insurance contribution. The balance is designated as a cafeteria plan contribution.

Employees providing evidence of other group medical insurance that provides minimum essential coverage for themselves and all family members (for whom they reasonably expect to claim a personal exemption deduction for the taxable year) and opting out of CalPERS medical coverage will qualify to receive a cash payment of \$300 per month. Coverage in the individual market, whether or not from the insurance marketplace (like Covered California) will not qualify the employee for the opt out cash payment. Employees will be required to submit proof of their qualified coverage prior to beginning of each calendar year, and are also required to review and sign the opt-out attestation.

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 \$86.40;	Employee pays \$4.50

Future Premium Rate Changes

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. The PERS Choice plan will be used for calculating the change in medical premiums along with the City’s Delta Dental plan.

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.

15. RETIREMENT

The City shall provide the Public Employees Retirement System of the State of California (CalPERS) to Unit employees. The contract with CalPERS approved by the City Council for Unit employees is as follows:

Non-Safety

Non-Safety Tier 1 -Employees hired prior to May 27, 2012 shall be as follows:

- 2.5% @ 55 benefit formula.
- Effective July 1, 2018, employees began paying the eight percent (8%) CalPERS employee contributions.
- City shall provide the “twelve highest consecutive months” benefit calculation and credit for unused sick leave option.

Non-Safety Tier 2 – 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 (PEPRA) shall be as follows:

- 2% @ 60 benefit formula.
- Employee shall pay the seven percent (7%) CalPERS employee contribution.

- Effective December 17, 2017, employees began contributing an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.
- Effective July 1, 2018, employees began contributing another three percent (3%) pursuant to Section 20516 (for a total of 6%). The increased contributions are credited to each member's account as normal contributions.
- City shall provide "36 highest consecutive months" benefit calculation and credit for unused sick leave option.

Non-Safety Tier 3 - Employees hired on or after January 1, 2013 who meet the definition of new member pursuant to PEPR shall be as follows:

- 2% @ 62 benefit formula.
- Employee shall pay fifty percent (50%) of the expected normal cost rate, which is currently 6.25%.
- Effective December 17, 2017, employees began contributing an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.
- Effective July 1, 2018, employees began contributing another three percent (3%) pursuant to Section 20516 (for a total of 6%). The increased contributions are credited to each member's account as normal contributions.
- City shall provide the "36 highest consecutive months" benefit calculation and credit for unused sick leave option.

Safety

Safety Tier 1 - Employees hired prior to May 27, 2012 shall be as follows:

- Police 3.0% @ 50 benefit formula.
- Employee shall pay the nine (9%) CalPERS employee contribution.
- Effective December 17, 2017, employees began contributing an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.
- Effective July 1, 2018, employees began contributing another three percent (3%) pursuant to Section 20516 (for a total of 6%). The increased contributions are credited to each member's account as normal contributions.
- City shall provide the "twelve highest consecutive months" benefit calculation and credit for unused sick leave option.

Safety Tier 2 – 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 PEPR shall be as follows:

- 3.0% @ 55 benefit formula.
- Employee shall pay the nine percent (9%) CalPERS employee contribution.
- Effective December 17, 2017, employees began contributing an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.

- Effective July 1, 2018, employees began contributing another three percent (3%) pursuant to Section 20516 (for a total of 6%). The increased contributions are credited to each member's account as normal contributions.
- City shall provide "36 highest consecutive months" benefit calculation and credit for unused sick leave option.

Safety Tier 3 - Employees hired on or after January 1, 2013 who meet the definition of new member pursuant to PEPRA shall be as follows:

- 2.7% @ 57 benefit formula.
- Employee shall pay fifty percent (50%) of the expected normal cost rate, which is currently 12.00%.
- Effective December 17, 2017, employees began contributing an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.
- Effective July 1, 2018, employees began contributing another three percent (3%) pursuant to Section 20516 (for a total of 6%). The increased contributions are credited to each member's account as normal contributions.
- City shall provide the "36 highest consecutive months" benefit calculation and credit for unused sick leave option.

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

The City and POA agree to work towards increasing and equalizing employee contributions toward retirement costs.

The interests of the City and POA are aligned in that both seek fair and reasonable changes to ensure long-term sustainability of all retirement systems in order to manage City costs.

Changes that are acceptable to both executive management and City labor groups most likely to be initiated by agencies and labor organizations working collaboratively.

The City and POA hereby jointly commit to:

- Request membership organizations alert and engage members to make this issue a priority and to commit to a set of collaborative solutions
- Encourage, educate and engage peers (e.g., other cities, other labor groups) to make this issue a priority
- Jointly analyze options with an open mind as to potential solutions, and
- Other collaborative efforts as they arise

16. RETIREE MEDICAL INSURANCE

Effective with the January 1, 2015 implementation of CalPERS medical insurance the City began paying toward retiree medical insurance for all retirees an amount eventually

equal to the CalPERS minimum medical insurance contribution. The amount paid will begin at \$1.00 per month then increase by 5% of minimum contribution annually until the full minimum is reached. Eligible employees shall also receive the amounts set forth below, inclusive of the amounts being paid towards the minimum contribution.

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).

As soon as possible the City will provide reimbursement through a Retiree Health Savings account.

17. PROBATIONARY PERIOD

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

18. HOURS OF WORK

Absent unusual circumstances as determined by the Chief of Police, shifts will be scheduled over consecutive days.

Non-Sworn Employees

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

19. ASSOCIATION RIGHTS

A. 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.

B. 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.

C. 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.

D. Association Representatives

The City authorizes the Paso Robles Police Association to appoint five (5) "association representatives" and one chief representative, any of which may represent an employee subject to the City's grievance procedure.

The Association shall provide the Municipal Employee Relations Officer with a list of all authorized association representatives, and the list shall be kept current.

An employee and/or his/her "association representative" 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 7, upon notification and approval of the Municipal Employee Relations Officer or his designee.

The Municipal Employees Relations Officer will approve employee and/or association representative 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.

20. 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.

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 and dispatchers may be assigned on call for court appearances by their supervisor. When assigned, employees: 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 employee 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. COMPARISON CITIES

The City and Association agree that the following agencies will be used for compensation comparison purposes:

Arroyo Grande
Atascadero
Grover Beach
Hollister
Morro Bay
Pismo Beach
Salinas
San Luis Obispo
Santa Maria

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. FURTHER REDUCTIONS

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

37. 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.

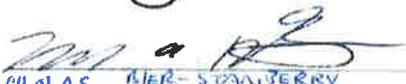
CITY OF EL PASO DE ROBLES

PASO ROBLES POLICE ASSOCIATION


Thomas Frutchey, City Manager


Eric Azarvand

2-8-19
Date


NICHOLAS MER-STANBERRY


STEVEN BUYETT

Date

**APPENDIX A
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.

Classification	Salary Ranges Effective January 1, 2016					
	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	421a	7,112	7,551	8,017	8,512	9,038
Officer	361a	5,273	5,596	5,942	6,308	6,697
Dispatcher	306a	4,087	4,338	4,606	4,890	5,191

Classification	Salary Ranges Effective December 17, 2017 4.5%					
	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	421b	7,433	7,891	8,378	8,896	9,445
Officer	361b	5,511	5,848	6,210	6,592	6,999
Dispatcher	306b	4,271	4,534	4,814	5,111	5,425

Classification	Salary Ranges Effective July 1, 2018 Sworn: 6.5%, Non-Sworn: 4.5%					
	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	421c	7,917	8,404	8,923	9,475	10,059
Officer	361c	5,870	6,229	6,614	7,021	7,454
Dispatcher	306c	4,464	4,739	5,031	5,341	5,670