RESOLUTION NO. 19-011

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE
PASO ROBLES POLICE OFFICERS ASSOCIATION (POA) AND PASO ROBLES
PROFESSIONAL FIREFIGHTERS (IAFF), AND AUTHORIZING IMPLEMENTATION OF THE
WAGE AND BENEFIT AGREEMENT WITH THE UNREPRESENTED CONFIDENTIAL,
PROFESSIONAL AND MANAGEMENT GROUP (MGMT) THROUGH DECEMBER 31, 2019

WHEREAS, the POA and IAFF Memorandum of Understanding (MOU) and MGMT labor agreement were set to expire December 2018 and discussions with these labor group representatives and the MGMT group to extend their MOU have been occurring in good faith over the last 3 months; and

WHEREAS, since the onset of the recession in 2008, all employee groups deferred wage and benefit adjustments for a cumulative total of three years. The wage adjustment that was due POA in April 2009 and paid in 2012, was part of a reconfigured agreement for additional employee cost sharing (POA wages increased by 10%, but employees began paying 9% towards CalPERS retirement costs for a net 1% change in wages). Wages remained unchanged until January 1, 2014, at which point a 3% wage adjustment was provided. There was no change in wages in 2015, and then in 2016, a 2% wage adjustment was provided to sworn personnel and a 4% adjustment was provided to non-sworn with those employees paying an additional 2% towards their CalPERS retirement costs. In 2017, a 4.5% wage adjustment was provided with the employees picking up 3% additional retirement costs (net 1.5% increase). In 2018, employees received another 4.5% increase with the employees picking up another 3% additional retirement costs (net 1.5% increase), plus a 2% market adjustment for sworn personnel; and

WHEREAS, the wage adjustment that was due IAFF in April 2009 and paid in 2012, was part of a reconfigured agreement for additional employee cost sharing (IAFF wages increased by 9%, but employees began paying 9% towards CalPERS retirement costs). Wages remained unchanged until January 1, 2014, at which point a 3% wage adjustment was provided. There was no change in wages in 2015, and then in 2016, a 2% wage adjustment was provided. In 2017, a 4.5% wage adjustment was provided with the employees picking up 3% additional retirement costs (net 1.5% increase). In 2018, employees received another 4.5% increase with the employees picking up another 3% additional retirement costs (net 1.5% increase), plus a 1.5% market adjustment; and

WHEREAS, The wage adjustment of 6.7% that was due MGMT in April 2009 was paid in 2012. However, safety managers were part of a reconfigured agreement for additional cost sharing and their wages increased by 9%, offset by them paying 9% towards their CalPERS retirement costs. Wages remained unchanged in 2015, and in 2016, a 4% adjustment was provided to the group with CalPERS Tier 1 Miscellaneous members paying 2% of their retirement costs. In 2017, a wage adjustment of 3% was provided, offset by employees picking up 3% additional retirement costs, with a modest increase to their health stipend. In 2018, CalPERS Tier 1 Miscellaneous members received a 3% wage increase, offset by those employees picking up 3% additional retirement costs, Police Commanders received a market adjustment of 7%, confidential non-exempt (hourly) employee’s wages were adjusted to the same as their SEIU counterparts, and the employees received an increase of $800 in City contribution to their 457 plan for 2018.

WHEREAS, at the City Council’s request, an in-depth presentation on employee compensation structure and CalPERS retirement costs was presented at a public workshop on September 28, 2016 where the meeting was well attended by city employees and labor group representatives, with educative presentation sessions conducted later with employee groups at their request; and
WHEREAS, the conclusions of the workshops and subsequent discussions with the POA, IAFF and MGMT employee groups were that the interests of the City and labor groups are aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system; and

WHEREAS, some changes can be achieved at the local level, but the majority of needed changes can be accomplished only at the state level, through changes by the CalPERS Board and the Legislature; and

WHEREAS, consistent with the City Council’s direction, the extended Memorandum of Understanding with POA and IAFF, and the labor agreement with MGMT proposes a 1-year term (from January 1, 2019 to December 31, 2019) with no wage adjustment, but provides a one-time (off wage schedule) payment of one thousand ($1,000) dollars to each employee; and

WHEREAS, all POA, IAFF and MGMT employees are paying 100% of the employee portion of retirement costs, POA, IAFF and safety MGMT employees are paying an additional 6% cost share, and non-safety MGMT employees in benefit Tier 2 and Tier 3 are paying an additional 3% cost-share; and

WHEREAS, the extended labor agreements provide that POA, IAFF and MGMT employee groups will work collaboratively with the City at the State level to implement CalPERS retirement system solutions; and

WHEREAS, the POA and IAFF employee membership have voted to accept the Tentative Agreements reached through the negotiation process; and

WHEREAS, the MGMT group is not formed as or represented under a unionized labor format; they are unrepresented, and the wages and benefits of the MGMT group are formally cited in a single summary document; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby authorizes the City Manager to execute a Memorandum of Understanding (MOU) with the Paso Robles Police Officers Association (POA) and with the Paso Robles Professional Firefighters (IAFF) as attached herein as Exhibit 3 and 5, respectively, and to implement the wage and benefit summary with the Unrepresented Confidential, Professional and Management Group (MGMT), as attached hereto as Exhibit 7, and incorporated herein by reference.

Section 3. That the city-wide pay schedule contained in Exhibit A, attached hereto and incorporated herein by reference, is hereby approved and adopted in accordance with CalPERS requirements (California Code of Regulations, Title 2, Section 570.5).

Section 4. The City Council hereby approves the proposed budget amendment of $100,000 to the FY 2018-19 budget to implement the agreements with proportional distribution of funds between General Fund and Enterprise Funds per existing departmental/employee assignments.
APPROVED this 5th day of February, 2019, by the following vote:

AYES: Strong, Gregory, Hamon, Garcia, Martin
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Steven W. Martin, Mayor
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:

<table>
<thead>
<tr>
<th>Yrs of Service</th>
<th>Rate Earned</th>
<th>Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 yrs. *</td>
<td>10/12 per mo.</td>
<td>80 hrs.</td>
</tr>
<tr>
<td>4 to 5 yrs. **</td>
<td>12/12 per mo.</td>
<td>96 hrs.</td>
</tr>
<tr>
<td>6 to 7 yrs.</td>
<td>14/12 per mo.</td>
<td>112 hrs.</td>
</tr>
<tr>
<td>8 to 9 yrs.</td>
<td>16/12 per mo.</td>
<td>128 hrs.</td>
</tr>
<tr>
<td>10 to 11 yrs.</td>
<td>18/12 per mo.</td>
<td>144 hrs.</td>
</tr>
<tr>
<td>12 &amp; over</td>
<td>20/12 per mo.</td>
<td>160 hrs.</td>
</tr>
</tbody>
</table>

* = 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.

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$702.24</td>
</tr>
<tr>
<td>Employee +1</td>
<td>$1,167.88</td>
</tr>
<tr>
<td>Employee +2</td>
<td>$1,517.04</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Type</th>
<th>City Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>City pays 100%</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>City pays $86.40;</td>
<td>Employee pays $4.50</td>
</tr>
</tbody>
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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 PEPRA 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 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 PEPRA 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.


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 supplanted 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

Thomas Frutchey, City Manager

Date

PASO ROBLES POLICE ASSOCIATION

Eric Azarvandi

Date

NICHOLAS HER-STEINBERG

Date

STEVEN BUETT
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.

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<td>Officer</td>
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<td>Dispatcher</td>
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MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE
PASO ROBLES PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 4148

January 1, 2019 to December 31, 2019

Approved on ____________ via City Council Resolution 19-XXX
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<td>EXHIBIT A</td>
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MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF EL PASO DE ROBLES
AND THE
PASO ROBLES PROFESSIONAL FIREFIGHTERS
IAFF, LOCAL 4148

January 1, 2019 to December 31, 2019

ARTICLE I - TERM OF MEMORANDUM OF AGREEMENT

The term of the Memorandum of Agreement shall be for 12 months commencing on January 1, 2019, and expiring on December 31, 2019. 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.

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

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 or 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. Local 4148 acknowledges the City will subscribe to and implement the Lexipol Policy Management system.
3. Each new or revised policy, procedure, or guideline written shall be provided to the Union at least 15 days prior to its scheduled implementation.

4. 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.

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

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

7. 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


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. Direct deposit shall be mandatory for all employees. 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 out from the ESS web portal.

**ARTICLE V – COMPENSATION**

1. **WAGES**

Wage ranges are provided in Exhibit A.

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.

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.

Unit employees possessing certification as a Fire/Company 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.

On or before the second pay period following City Council approval of this agreement, the following will be implemented:

- Eleven current Firefighter and Firefighter/Paramedics will have their classification changed to Engineer or Engineer/Paramedic. The 3.25% Driver/Operator incentive will be included in the base pay of Engineer and Engineer/Paramedic (see Exhibit A).
- To be eligible for the Engineer and Engineer/Paramedic classification the employee must possess Driver/Operator certification. Possession of EVOC and Driver/Operator 1B is required.
- Currently three probationary Firefighter/Paramedics and all future Firefighter or Firefighter/Paramedics will remain at the Firefighter rank until a vacancy occurs at the Engineer or Engineer/Paramedic level. Firefighter and Firefighter/Paramedics will not receive a 3.25% Driver/Operator incentive.
- If a vacancy occurs at the Engineer or Engineer/Paramedic level, a testing process will take place to determine an eligibility list.
- Fire Captain and Fire Captain/Paramedic’s will have the Driver/Operator incentive of 3.25% included in their base pay (see Exhibit A). It is required that Fire Captain and Fire Captain/Paramedic’s possess Driver/Operator certification.

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

Effective July 1, 2018 two vacation banks shall be established:

1) A historical bank to include all hours on the books as of July 1, 2018. 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.

**Vacation Buy Back (effective 2018 – first election period in December 2017):**

The City has revised its 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:

- Employee must have taken one (1) consecutive week of vacation and/or compensatory time off in the previous 12-month period
- 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.

Weeks shall be interpreted based on the workweek for the affected employee, i.e. 40 or 56 depending upon the assignment.

### 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. 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 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.

Future Premium Rate Changes
For the term of this agreement, for medical 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.

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 $86.40; Employee pays $4.50

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 dental and vision 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.
2. RETIREMENT

Tier 1 - Employees hired prior to May 27, 2012, shall be as follows:
- 3.0%@ 55 benefit formula.
- Employee shall pay the nine (9%) CalPERS employee contribution.
- Effective March 11, 2018, employees began contributing an additional three percent (3%) toward retirement costs pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.
- Effective July 1, 2018, employees began contributing an additional three percent (3%) toward retirement costs 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.

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:
- 3.0%@ 55 benefit formula.
- Employee shall pay the nine (9%) CalPERS employee contribution.
- Effective March 11, 2018, employees began contributing an additional three percent (3%) toward retirement costs pursuant to Section 20516. The increased contributions are credited to each member's account as normal contributions.
- Effective July 1, 2018, employees began contributing an additional 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.

Tier 3 - Employees hired on or after January 1, 2013 who meet the definition of new member pursuant to PEPRA shall be as follows:
- Employee shall pay fifty percent (50%) of the expected normal cost rate, which is currently 12.00%.
- Effective March 11, 2018, employees began contributing an additional three percent (3%) toward retirement costs pursuant to Section 20516. The increased contributions are credited to each members account as normal contributions.
- Effective July 1, 2018, employees began contributing an additional three percent (3%) toward retirement costs 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 interests of the City and IAFF are aligned in that both seek 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 IAFF 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

3. RETIREE MEDICAL REIMBURSEMENT

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 Retirement Health Savings Account.

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)
g. Hollister
10. VACATION TIME OFF

Local 4148 and the City agree to work collaboratively on vacation time off issues during negotiations for a successor agreement.

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

Thomas Frutchey, City Manager

PASO ROBLES CITY FIRE PLATOON
DUTY PERSONNEL

Nate Bass

Amanda Donovan

Joel Platter

Mike Hamers
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

Thomas Frutchey, City Manager

PASO ROBLES CITY FIRE PLATOON DUTY PERSONNEL

Nate Bass

Amanda Donovan

Joel Platter

Mike Hamers
Wages
Wage rates are set in accordance with wage ranges as presented below.

### Wage Ranges Effective July 1, 2018

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<thead>
<tr>
<th>Classification</th>
<th>Range</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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<tr>
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<td>423c</td>
<td>8,217</td>
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### Amended Wage Ranges Effective XXX X, 2019

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<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
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</thead>
<tbody>
<tr>
<td>Captain/Paramedic</td>
<td>423c</td>
<td>9,030</td>
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Resolution No. 19-XXX

“EXHIBIT A”

UNREPRESENTED, CONFIDENTIAL, PROFESSIONAL & MANAGEMENT (MGMT) GROUP WAGE AND BENEFIT SUMMARY
JANUARY 1, 2019 – DECEMBER 31, 2019

1. INSURANCE
The City shall establish and maintain medical, dental, and vision insurance plans, an employee assistance plan (EAP), as well as disability and life insurance for the MGMT group in recognition of management responsibilities. The City reserves the right to choose the method of insuring and plans to be offered.

A. Medical
CalPERS Medical Insurance Program: The City has elected to participate in the CalPERS Medical Insurance Program for employees and their eligible dependents. Employees will have the choice of available plans offered by CalPERS. The City will contribute up to the following total monthly amounts for selected plans:

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$653.00</td>
</tr>
<tr>
<td>Employee +1 dependent</td>
<td>$1,257.00</td>
</tr>
<tr>
<td>Employee +2 or more dependents</td>
<td>$1,640.00</td>
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</table>

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

Conditional Opt Out: 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 the 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 the beginning of each calendar year, and are also required to review and sign the opt-out attestation.

B. DENTAL
The City has elected to participate in the Delta Dental Plan for employees and their eligible dependents. City and employee monthly contributions will be as follows:

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>City pays 100%</td>
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<tr>
<td>Employee +1 or more dependents</td>
<td>City pays $86.40</td>
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<td></td>
<td>Employee pays $4.50</td>
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For the term of this agreement, 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.

C. VISION
The City has elected to participate in VSP vision insurance plan for employees and their eligible dependents. City and employee monthly contributions will be as follows:

<table>
<thead>
<tr>
<th>Contribution Category</th>
<th>City pays 100%</th>
<th>Employee pays $0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>City pays 100%</td>
<td>Employee pays $0.00</td>
</tr>
<tr>
<td>Employee +1 or more dependents</td>
<td>City pays $25.40</td>
<td>Employee pays $0.00</td>
</tr>
</tbody>
</table>

For the term of this agreement, 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. DISABILITY
The City provides long-term disability insurance coverage with a monthly benefit percentage of 66.67% of gross salary (maximum benefit $12,000 per month) for employees until their normal retirement age under the Social Security Act for any sickness or accident, subject to the exclusions in the long-term disability policy, after a 60-day elimination period. The City pays 100% of the premium.

E. LIFE INSURANCE
The City provides $200,000 term life insurance coverage for employees in the MGMT group, including accidental death and dismemberment. The City pays 100% of the premium.

F. EMPLOYEE ASSISTANCE PLAN (EAP)
The City has elected to participate in the MHN employee assistance plan. EAP is a program designed to help an individual cope with emotional health, family and other personal problems to help employees be healthy and productive. Employees and their dependents are covered. The City pays 100% of the premium.

2. RETIREMENT
The City and MGMT are aligned in seeking fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed state-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and MGMT group hereby jointly commit to:
- Request state-level membership organizations (e.g., the League of California Cities, statewide labor affiliates) to 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 and to lend their voice to our request to state-level membership organizations;
- Consider the reasoning detailed in the CalPERS Labor Group Administrative Memo dated 05/25/17;
- Jointly analyze options with an open mind as to potential solutions; and
- Other collaborative efforts as they arise.

The City shall provide the Public Employees Retirement System of the State of California (CalPERS) to MGMT group employees. The contract with CalPERS approved by the City Council for MGMT 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.
- Since December 17, 2017, City has been paying three percent (3%) and employees have been paying five percent (5%) of CalPERS employee contribution. Effective December 16, 2018, employees are paying the eight percent (8%) CalPERS employee contribution.
- 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, the City completed a contract change with CalPERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. 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 PEPRA 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, the City completed a contract change with CalPERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. 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% @ 50 benefit formula; Fire 3% @ 55 benefit formula.
- Employee shall pay the nine (9%) CalPERS employee contribution.
- Effective December 17, 2017, for Police, and March 11, 2018, for Fire, the City completed a contract change with CalPERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member’s account as normal contributions.
• Effective December 16, 2018, Police and Fire began paying an additional 3% towards their retirement costs (for a total cost-share of 6%) pursuant to Section 20516. The increased contributions will be 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 PEPRA shall be as follows:
• 3% @ 55 benefit formula.
• Employee shall pay the nine percent (9%) CalPERS employee contribution.
• Effective December 17, 2017, for Police, and March 11, 2018, for Fire, the City completed a contract change with CalPERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member’s account as normal contributions.
• Effective December 16, 2018, Police and Fire began paying an additional 3% towards their retirement costs (for a total cost-share of 6%) pursuant to Section 20516. The increased contributions will be 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 twelve percent (12%).
• Effective December 17, 2017, for Police, and March 11, 2018, for Fire, the City completed a contract change with CalPERS, providing for employees to contribute an additional three percent (3%) pursuant to Section 20516. The increased contributions are credited to each member’s account as normal contributions.
• Effective December 16, 2018, Police and Fire began paying an additional 3% towards their retirement costs (for a total cost-share of 6%) pursuant to Section 20516. The increased contributions will be 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.

3. 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.

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 PERS benefit package, up to five hundred ($500) dollars per month maximum with no age limitation.

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

4. DEFERRED COMPENSATION
The City has elected to participate in a 457 Deferred Compensation Plan with ICMA-RC. All MGMT group employees shall be eligible to participate. The City shall contribute $4,200 per year ($161.54 per completed pay period) to the plan for employees in the MGMT group. Executive Managers shall be eligible for an additional City matching contribution of up to $2,500 per year ($96.15 per completed pay period).

5. PAID LEAVE
A. SICK LEAVE
Operations Battalion Chiefs (on a 56-hour work week schedule) shall accrue sick leave at the rate of eleven point one seven (11.17) hours per month (5.1554 hours per completed pay period). All other MGMT group employees shall accrue sick leave at the rate of eight (8) hours per month (3.6923 hours per completed pay period). Accrued sick leave carries over from year to year. No accrual limit applies. Unused sick leave is not cashed out upon termination, resignation, retirement or other separation from employment. Unused sick leave credit may be converted to retirement service credit with CalPERS only as may be permitted under applicable CalPERS laws and regulations.

B. PERSONAL LEAVE
An employee may use three (3) sick days (24 hours or 36 hours for Operations Battalion Chiefs) per year 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. 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.

C. VACATION
Operations Battalion Chiefs employees shall accrue vacation leave at the following rate:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
<th>Per completed pay period</th>
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<tbody>
<tr>
<td>0-3</td>
<td>112</td>
<td>(4.3077)</td>
</tr>
<tr>
<td>4-5</td>
<td>134</td>
<td>(5.1538)</td>
</tr>
<tr>
<td>6-7</td>
<td>157</td>
<td>(6.0385)</td>
</tr>
<tr>
<td>8-9</td>
<td>179</td>
<td>(6.8846)</td>
</tr>
<tr>
<td>10-11</td>
<td>202</td>
<td>(7.7692)</td>
</tr>
<tr>
<td>12-14</td>
<td>224</td>
<td>(8.6154)</td>
</tr>
</tbody>
</table>
15-19 Years  252 hours  (9.6923 hours per completed pay period)
20+ Years    280 hours  (10.7692 hours per completed pay period)

All other MGMT group employees shall accrue vacation leave at the follow rate:
0-3 Years     10 days     (3.0771 hours per completed pay period)
4-5 Years     12 days     (3.6923 hours per completed pay period)
6-7 Years     14 days     (4.3076 hours per completed pay period)
8-9 Years     16 days     (4.9230 hours per completed pay period)
10-11 Years   18 days     (5.5384 hours per completed pay period)
12-14 Years   20 days     (6.1538 hours per completed pay period)
15-19 Years   22.5 days   (6.9230 hours per completed pay period)
20+ Years     25 days     (7.6923 hours per completed pay period)

Maximum accrual shall be two times the employee’s annual accrual. Accrual to cease if maximum is reached. Employees meeting program requirements shall be eligible for three weeks’ vacation buyback per year.

Any employee separating from City service who has accrued vacation leave shall be paid for all accrued and unused vacation at his or her rate of pay at the time of separation.

D. VACATION BUY BACK
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:

- Employees must have taken one (1) consecutive week of vacation and/or compensatory time off in the previous 12-month period.
- 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 subsequent 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 subsequent period July – December; they will be paid for it in January.
- Once the election is made, it cannot be rescinded.

E. HOLIDAY
MGMT employees (with the exception of Operations Battalion Chiefs) shall receive the following holidays with pay:

- New Year’s Day
- Martin Luther King’s Birthday (third Monday in January)
- Presidents Day (third Monday in February)
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- Employee’s Birthday
Employees may also request the day before or after the Christmas holiday (day observed) or the day before or after the New Year’s holiday (day observed). Employees shall be limited to a total of one paid holiday either before or after the Christmas or New Year’s holiday and it is understood that final determination as to which holiday is allowed shall be made by their manager.

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.

Employee’s Birthday: An employee is entitled to the observance of his/her birthday as a holiday. The holiday may be taken after or before the birthday only if work requirements of the department permit. However, the holiday must be taken within the two-week pay-period of the employee’s birthday or it will be lost. 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 their manager.

Safety Holiday:
- At the beginning of each calendar year, exempt safety MGMT employees shall be granted a bank of ninety-six hours (representing the twelve holidays observed by the City) of holiday pay. When a holiday occurs, if the safety MGMT employee observes the holiday, they will record eight (8) hours of holiday for the day. If the safety MGMT employee is required to work on the holiday, they will record eight (8) hours regular work for that day. Any hours remaining in the holiday pay bank at the end of the calendar year will be paid out to the safety MGMT employee at their current pay rate. Upon separation of employment, only holiday hours that remain in the bank for holidays that have already occurred during the year will be paid out at the safety MGMT employees current pay rate.
- Operations Battalion Chiefs shall be granted eleven (11) hours holiday pay per month. Holiday pay will be paid at the rate of 5.077 hours per completed pay period.

F. BEREAVEMENT LEAVE
MGMT employees are eligible for paid bereavement leave, up to three (3) days paid leave, where the death and service are within the State of California, and up to five (5) days paid leave where the death or service is outside the State, to attend a funeral or memorial service, or to take care of family matters, that are related to the death of immediate family. Operations Battalion Chiefs are eligible for 48 hours of paid leave. “Immediate family” consists of the following: employee’s spouse, parent, child, sister, brother, grandparent, or grandchild (and the corresponding relative by marriage) at the time the loss occurs.

G. ADMINISTRATIVE LEAVE
All MGMT employees exempt from overtime shall be granted 56 hours of administrative leave the first full pay period in January. Administrative leave hours shall be pro-rated on a monthly basis when a MGMT employee is appointed or leaves employment during the calendar year. Unused administrative leave will be paid out on the first pay period in December, or upon separation of employment.

H. COMPENSATORY TIME OFF
At the request of any employee eligible for overtime pay, his/her manager 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 manager. The maximum accrual of compensatory time off for non-safety employees shall be eighty (80) hours. The maximum accrual of compensatory time off for Operations Battalion Chiefs shall be one-hundred twelve (112) 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. UNIFORM ALLOWANCE
Employees required to wear a uniform, including the Emergency Services Chief, Battalion Chief(s), Police Chief and Commander(s), shall receive the same uniform allowance as those they directly supervise. For “classic members” as defined by CalPERS, uniform allowance shall be reported to CalPERS as special compensation. Uniform allowance will be paid out annually in a lump sum on the first pay period in December.

7. VEHICLE ASSIGNMENT
For those MGMT group employees requiring the use of an automobile on a regular 24-hour basis to perform their normal duties, the City may provide a City vehicle. Executive Managers who are not provided a City vehicle shall receive a car allowance of $175 per month, and will not be provided mileage reimbursement unless required to travel for City business outside the County.

8. EMERGENCY RESPONSE COMPENSATION
In recognition of the extraordinary circumstances of emergency response that result in MGMT exempt employees working hours above and beyond their normal work requirements, they will be compensated (at a straight time rate) for the additional hours spent on these assignments, but only when the City is reimbursed by either federal or state agencies so that there is no impact to the City’s budget.

9. WORK OUT-OF-CLASSIFICATION
When a MGMT group employee is temporarily assigned in writing by the City Manager to a vacant, funded position in a higher classification and performs all the significant duties in the classification, that MGMT employee shall be compensated at the lowest step in the higher classification that provides a salary increase of at least five percent (5%). The temporary assignment must be over fifteen (15) consecutive working days. Such additional compensation shall begin on the sixteenth (16) working day after assignment to the duties of the higher vacant position.

10. BILINGUAL PAY
Employees who are or 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.
11. MEDICAL REIMBURSEMENT
All MGMT group employees shall be reimbursed up to two hundred and fifty dollars ($250) towards un-reimbursed medical expenses every year.

12. EDUCATION REIMBURSEMENT
The City, within budgeted limitations, will reimburse educational costs that are directly related to the employee’s occupational field with the City or are related to and part of a planned course of study being actively pursued for promotion within the City service. For this purpose, the City shall reimburse up to $3,000 annually (July 1 – June 30) for the costs of tuition, registration, books and lab fees. Travel, parking and other expenses are not subject to reimbursement. This is subject to all the provisions detailed in the Education Reimbursement Policy.

13. PAYDAYS
The City provides employees with electronic bank transfers for regular compensation on Friday, one week following the end of a 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.

14. WAGES
One time lump sum incentive: on or before the second pay period following City Council approval of this wage and benefit summary, employees shall receive a one-time (off-schedule) payment of one thousand dollars ($1,000). 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 CalPERS finds the payment as reportable compensation, the parties will revisit this item to ensure the City’s payment is no more than the cost of the $1,000 per employee non-persable amount.

Employees may elect to defer this one-time $1,000 payment (subject to legally mandated withholdings) to their 457 deferred compensation account.

Wages shall be set as shown below.
**Wage Ranges**

**Effective August 26, 2018**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Range</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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</thead>
<tbody>
<tr>
<td>Confidential Assistant</td>
<td>294b</td>
<td>4,098</td>
<td>4,351</td>
<td>4,619</td>
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<td>5,418</td>
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<td>347b</td>
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**Wage Ranges**

**Effective December 16, 2018**

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# City of Paso Robles

## Updated January 23, 2019

### Full-Time Wage Information

<table>
<thead>
<tr>
<th>Job Title</th>
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**ATTACHMENT 18**

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Wage Effective Dates:
- SEIU - September 23, 2018
- POA - July 1, 2018
- IAFF - XXX XX, 2019
- Unrep. Conf. Pro. & Mgmt - August 26, 2018; Professional Manager I classifications and Tier I employees - December 16, 2018
## City of Paso Robles

### Updated November 2, 2018

### Part-Time Wage Information

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<tr>
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Wage Effective Date: August 26, 2018