

RESOLUTION NO. 82-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST, CALIFORNIA, IN RESOLUTION OF AN IMPASSE BETWEEN THE POLICE EMPLOYEES ASSOCIATION OF RIDGECREST AND THE CITY OF RIDGECREST REGARDING WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

WHEREAS, the City of Ridgecrest and the Police Employees Association of Ridgecrest met and conferred in good faith with the intent of reaching agreement on a Memorandum of Understanding regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the City of Ridgecrest and the Police Employees Association of Ridgecrest reached an impasse in the negotiations; and

WHEREAS, the Police Employees Association of Ridgecrest declared impasse and requested an impasse hearing; and

WHEREAS, this impasse hearing was held before the City Council on October 26, 1982; and

WHEREAS, the Police Employees Association of Ridgecrest and the City of Ridgecrest had a full opportunity to be heard on the issues regarding wages, hours and other terms and conditions of employment,

NOW, THEREFORE, The City Council of the City of Ridgecrest hereby repeals the following Resolutions or portions thereof as they apply only to members of the Police Employees Association of Ridgecrest, Resolution 81-58, Secs. 4, 13, 15, 18 and 21; Resolution 78-79, Section 1 and Section 2a and b; Resolution 81-59 and Resolution 82-11, and hereby approves and adopts the following wages, hours and other terms and conditions of employment for the fiscal year 1982-83 for members of the bargaining unit represented by the Police Employees Association of Ridgecrest.

1. The City of Ridgecrest will contribute Five Dollars (\$5.00) per month per employee toward the cost of dental insurance.
2. The City of Ridgecrest will contribute up to One Hundred and Eighty-Two Dollars (\$182.00) per month per employee toward the cost of medical insurance.
3. The City of Ridgecrest will pay uniform allowances to all sworn personnel at the rate of Four Hundred Dollars (\$400.00) per year. All other classifications covered shall be as follows:
 - a. Dispatchers - \$280.00 per year
 - b. Reserves (with minimum hours) - \$140.00 per year
 - c. Animal Control - \$280.00 per year
 - d. Jailer - \$400.00 per year.

4. Those salary ranges set pursuant to Resolution No. 81-58 shall be increased by Five Percent (5%), retroactive to July 1, 1982.
5. The basic work week for all full-time employees shall be forty hours per week. Any employee who is required to work additional hours over and above the regularly scheduled work week shall be paid at the rate of one-and-one-half times his/her hourly rate. The employee, however, may elect to receive compensatory time off in lieu of pay, with a maximum accrual of eighty (80) hours. Said compensatory time shall be accrued at the rate of one-and-one-half times the hours worked.
6. Employees shall be allowed to continue participation in the tuition reimbursement program set forth in Policy No. 79-3.
7. The educational incentive bonus plan shall continue in effect for the year 1982-83, as set forth in Exhibit A attached.
8. Eligible employees who have served the City for five (5) years and have attained the top step (F) of their salary range, may, upon a satisfactory written evaluation by their department head and approved by the City Administrator, receive longevity pay in accordance with the following schedule, using Step F as a base.

Step G - Two and a half percent (2 1/2%) salary increase based on Step F, after two years satisfactory service in Step F.

Step H - Two and a half percent (2 1/2%) salary increase based on Step F, after two years satisfactory service in Step G.

Step I - Two and a half percent (2 1/2%) salary increase based on Step F, after two years satisfactory service in Step H.

Step J - Two and a half percent (2 1/2%) salary increase based on Step F, after two years satisfactory service in Step I.

Eligible employees are those employees employed by the City prior to October 1, 1982.

Any employee receiving compensation under this Plan and transferred or promoted to a temporary position shall retain his/her longevity status during the temporary assignment.

9. Employees shall be entitled to take sick leave with pay as accrued. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual physical illness or disability. Sick leave shall accrue at the rate of four (4) hours per pay period for each pay period worked. Partial credit will be given for partial pay periods worked.

All permanent full-time employees will be able to accumulate sick leave, but if employment is terminated by resignation or removal for any reason within five (5) years of service, such accumulated sick leave is forfeited. Upon termination of employment by resignation or removal after five (5) years of service, such employees will be entitled to one-half of the

value of the accumulated sick leave up to a total of Three Hundred and Twenty (320) Hours, to be paid forthwith in cash.

Those employees who have more than five (5) years of service as of October 1, 1982, and who have already accumulated more than Three Hundred and Twenty (320) Hours of sick leave, shall be compensated up to one-half of the total value of their accumulated sick leave at time of termination.

If the employee is absent on sick leave, he/she shall notify his/her immediate supervisor or the personnel officer prior to the time set for beginning his/her daily duties. The employee may be required to file a physician's certificate with his/her Department Head.

Not more than five (5) days sick leave each calendar year may be taken in case of an employee's presence being required elsewhere because of sickness or disability of members of his/her immediate family. The immediate family shall consist of the spouse, children, parents, brothers, sisters, or the spouse's father, mother, brother or sister.

An employee receiving temporary disability payments under the worker's compensation laws may use accumulated sick leave in order to continue to maintain his/her regular income. However, all employees receiving full salary in lieu of temporary disability payments, pursuant to Section 4850 of the Labor Code, are entitled to accumulate sick leave during such periods of disability.

10. HOLIDAYS. The holidays to be observed annually by the members of the Police Employees Association of Ridgecrest are as follows:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Admissions Day
Columbus Day
Veterans' Day
Thanksgiving Day and the Friday immediately following Thanksgiving Day
Christmas Day
Floating Holiday (all employees employed prior to October 1, 1982)
Every day appointed by the Mayor of the City of Ridgecrest as a public fast or holiday.

No permanent or probationary employee in the competitive service shall be required to be on duty on these holidays, unless the employee's services are needed or required in the interest of public health, safety or general welfare, in which latter event, such employee shall be entitled to eight (8) hours compensatory time off at straight time, at such time as in the discretion of the Department Head his/her services are not needed or required, or the employee may be paid eight (8) hours straight time pay.

When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on an employee's regularly scheduled time off, compensatory time off will be granted at straight time.

Employees who are employed by the City of Ridgecrest prior to October 1, 1982, are entitled to one floating holiday per calendar year, to be taken within the year accrued or forfeited.

11. ANNUAL VACATION LEAVE. The purpose of annual vacation leave is to enable each eligible employee annually to return to his work mentally and physically refreshed. All employees covered by this provision shall be entitled to take annual vacation leave with pay except employees who have served the City less than one (1) year or who are employed temporarily.

Commencing with the first anniversary of each eligible employee, the employee shall be eligible to take annual vacation leave up to the amount accumulated when the leave is initiated. Each eligible employee shall earn annual vacation at the rate indicated in Appendix B, if the employee is employed prior to October 1, 1982. If the employee is employed after October 1, 1982, he/she shall earn a maximum of 160 hours of vacation per year.

Eligible employees who work less than full-time, but more than 1040 hours per year shall be credited vacation on a pro rata basis.

Annual vacation shall be taken during the succeeding year earned and shall not be cumulative except as follows:

- a. The times during the succeeding year at which an employee may take his vacation shall be determined by the department head with due regard for the wishes of the employee and with particular regard for needs of the service.
- b. If the requirements of the service are such that an employee cannot take all of his annual vacation in a particular year, such vacation may be taken in part that year and part the succeeding year, or the entire vacation may be paid for at the discretion of the appointing power.
- c. The department head shall obtain the approval of the City Administrator in writing before deferring any employee's vacation to a succeeding year.

In the event that one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Persons resigning from the service of the City, who shall have been in continuous service for one year or more prior to the effective date of such resignation, shall be allowed termination pay in lieu of any earned vacation.

12. The City of Ridgecrest shall supply sworn personnel with the following safety equipment: firearm, handcuffs, ammunition, cap piece, helmet and shield, mace, mace cannister and holder, rechargeable flashlight, baton, batteries and bulbs, rain gear, protective vest, holster and Sam Browne belt.

Any additional safety equipment which the sworn officer shall wear shall be purchased by the officer by use of the uniform allowance of Four Hundred Dollars (\$400.00).

The equipment provided by the City of Ridgecrest shall remain the property of the City and the individual is responsible for the proper care and maintenance.

Sworn officers shall be required to wear the protective vest and failure to wear the vest shall result in disciplinary action.

13. Inasmuch as the Police Employees Association of Ridgecrest has agreed that the employees will pay the employee contribution to Social Security, and inasmuch as the Police Employees Association of Ridgecrest has agreed to write a letter to the Social Security Administration indicating their desire to withdraw from the Social Security System, if such a letter is written and if the employees authorize this contribution to Social Security, the City of Ridgecrest will pay the seven percent (7%) toward the employee's contribution to PERS for Two Percent (2%) at age 55 retirement.

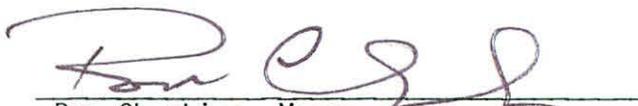
APPROVED AND ADOPTED this 17th day of November, 1982 by the following roll call vote:

AYES: Mayor Cheshire, Councilmembers Bergens and Rieger

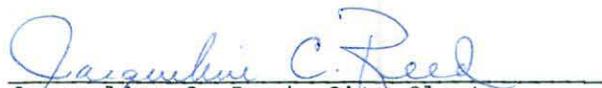
NOES: Vice-Mayor Webb and Councilmember Padgett

ABSENT: None

ABSTAIN: None


Ron Cheshire, Mayor

ATTEST


Jacqueline C. Reed, City Clerk

EDUCATIONAL INCENTIVE BONUS PLAN

PURPOSE

The purpose of the Educational Incentive Bonus Plan is to encourage full-time personnel of the Ridgecrest Police Department to improve themselves through educating and training on their off time and thus increase their value to the City of Ridgecrest and at the same time improve their promotability and efficiency in their chosen career of law enforcement.

REQUIREMENTS

To be eligible to participate in the Bonus Plan, a member must comply with the following requirements:

1. Be a full-time member of the Ridgecrest Police Department that has passed his probationary period.
2. Indicate his desire, in writing, to participate in the Educational Incentive Bonus Plan. This request shall be to the Chief of Police via the Training Officer.
3. Courses attended must be accredited and accepted by P.O.S.T. as given by an approved school.
4. Courses must be directly related to the Law Enforcement field or required subjects towards a degree in Police Science.
5. All courses attended must be completed with a satisfactory record of achievement and attendance. Grade average shall be a C or above to be satisfactory. School records may be required.
6. All time spent on classwork shall be on off-duty time and shall not entail any cost to the City.
7. Educational Incentive Pay, as covered in 10A and 10C, shall not be paid until satisfactory completion of the course, at which time it shall be paid as part of the member's regular salary and shall be subject to all required deductions.
8. Should a member withdraw from a course through no fault of the department or become separated from this department's employ for any reason prior to completion of that course, he shall be eligible for compensation for accumulated training time.
9. To be eligible for compensation in 10A, a member must carry a minimum of 4 units and/or 2 courses.

10. Schedule of Compensation

- A. 5% of salary while attending courses towards an AA Degree.
- B. 5% of salary upon receiving an AA Degree or an Intermediate P.O.S.T. Certificate.
- C. 7.5% of salary while attending courses towards a BA Degree or obtaining an Advanced P.O.S.T. Certificate.
- D. 10% of salary upon receiving a BA Degree.

VACATION SCHEDULE
FOR
MEMBERS OF PEAR EMPLOYED
BY THE CITY OF RIDGECREST PRIOR
TO OCTOBER 1, 1982

No. of Yrs. Employed	RATE OF ACCRUAL IN HOURS		Hrs/Yrs
	Pay Per. #1-25	Pay Per. #26	
1-5	3	5	80
6-10	4.5	7.5	120
11-15	6	10	160
16	6	18	168
17	6	26	176
18	7	9	184
19	7	17	192
20	7	25	200
21	8	8	208