



NOVEMBER 29, 1984

TO: JIM BLAYLOCK, CAPTAIN
FROM: FRANCES E. WINSLOW, ADMINISTRATIVE ASSISTANT II
SUBJECT: TRAINING CONTRACT FOR NEWLY HIRED OFFICERS

NCJRS
OCT 31 1985
ACQUISITIONS

RECOMMENDATION:

1. Adopt a training contract for the Irvine Police Department, requiring a minimum term of service to Irvine Police Department after completing all training requirements.

ISSUE:

Analyze the use of training contracts in the State of California and in other states to determine their application to and usefulness in Irvine.

HISTORY:

Since 1975 the Irvine Police Department has had a policy of providing training for newly hired police officers, including support through the Basic Police Academy program. Up to the present time, there has been no formal commitment to the Department from the newly hired officers.

Over the past few years some officers have received their training at the expense of the Irvine Police Department, then left to work for another department that will not pay for training. Many of these people have left before Irvine Police Department could receive adequate service from the officers to recoup the costs of training them.

At the present time, some departments are using the training contract as a means of insuring that they will recover their training costs should an officer voluntarily leave the department before a minimum period of time. Due to the growing cost of providing not only minimum training, but also P.O.S.T. mandated continuing education, departments need to have some protection of their investment in the education of departmental personnel. The training contract provides this protection for the department while leaving the individual officer with the option of buying back the educational investment and working elsewhere.

ANALYSIS:

1. Interest in Training Contracts

During the Spring of 1982, several articles appeared in law enforce-

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ment publications on the topic of training contracts in law enforcement. The articles in Police Chief magazine supported the use of the training contract as a means of protecting the police department's investment in training an officer. The article by the Largo, Florida Chief of Police discusses the many benefits to the department of the training contract. Nick D. Swanstrom, a professor from Sam Houston University in Texas, provides additional data to support the use of the training contract. These articles may be found at the back of this report.

At the present time, it appears that several jurisdictions are using the training contract with considerable success. In California the City of Stanton has a contract that has been in use for over one year. To date, they have had one suit which they are currently defending. The City of Vernon has one of the oldest training contract programs. They have successfully defended one suit against the contract, and are recovering their costs. Perris also uses a training contract based on Stanton's. Copies of the Vernon and Stanton contracts are at the back of this report.

Gene Cartwright of P.O.S.T. has stated that he believes that as costs of training an officer rise there must be some mechanism to protect the investment each department has in the training of its personnel. He believes that the concept of a training contract is needed in California with its rigorous training standards. He also believes that it will be of interest to agencies in other states.

Several states are currently using the training contract. The Nebraska State Patrol has developed a plan for recovering its costs from recruits who leave the department. Largo, Florida, as previously mentioned, has been a pioneer in this field. Fairfax County, Virginia is considering adopting a training contract.

2. Significant Facets of the Training Contract

The training contract has been tested in court, and found to be a valid management tool. Similar contracts are widely used in industry, and in the military services. Personnel receiving training at the company's expense must agree to remain with the firm for a stated period of time after completing the training. Should they choose to leave, there is a schedule for financial reimbursement to the firm.

Vernon Police Department successfully defended a suit against their training contract. The judge did not publish an opinion, but the contract was upheld. A copy of the decision will be found at the back of this report.

Stanton and Vernon both report that the training contract has had no adverse effect on recruitment. They also use it for advanced training, such as motorcycle school. However, spokesmen at both departments recommended involving the bargaining unit in the development of the final contract instrument to avoid union/association opposition. Given this involvement, there is no adverse effect on morale.

Vernon's current contract requires officers to serve three years if the department sponsors a recruit through the academy, and 18 months if the new officers is self-sponsored or a lateral. Stanton requires two years for each new officer.

3. Determining the Costs Associated with Training

Costs of training are understood to include not just tuition to training classes, but all expenses related to training and hiring borne by the department. Vernon develops a dollar figure for the contract by including the following items:

- background investigation
- finger printing
- medical examination
- psychological examination
- polygraph examination
- training guides
- procedure manuals
- uniforms, leather
- academy tuition
- salary while in the academy
- defensive driving school
- all range costs during the whole training period
- F.T.O.'s salary
- tuition for any specialized training classes (C.P.R., motorcycle, etc.)

Totals for these costs vary from less than \$9,000 to over \$25,000, depending at what point in his education/training the officer was hired.

4. Contract Specifications

a. Term of Employment

The applicant agrees to a stated minimum term, generally two years.

b. Reimbursement Obligation

Officers who are terminated for the good of the department have no repayment obligation. Officers who do not pass probation or who leave the law enforcement field entirely have no repayment obligation. The rationale is that it is not in the best interest of the department to keep someone on duty who is not positively motivated.

Officers who leave for reasons of their own convenience to accept other positions in any level of law enforcement incur a repayment obligation. This protects the department from bearing the cost of training officers for other department, other levels of government (state and federal agencies) or for private security firms.

c. Credit for Continuous Employment

The reimbursement obligation declines for each month of continuous service after the completion of the training period. The costs of training are computed as above, and divided by the term of the contract - usually 24 months. For each month of continuous service a credit of 1/24 of the total owed is accrued. It is credited at the end of each 4 weeks of full-time employment after the field training is completed.

d. Reimbursement upon Termination

An officer who leaves of his own volition is in debt to the City for the unpaid balance of his obligation. He is often allowed to repay the department at the monthly rate for the balance due, i.e., 1/24 of the original obligation each month in cash for the remaining months on the contract.

e. Legal Advice

Chief Darryl Stephens of Largo, Florida suggests that a provision be included in the contract stipulating that the applicant is aware that he may seek legal advice before signing the contract. If he does not wish to consult an attorney before signing the training contract he must sign a waiver to that effect.

f. Costs of Suit

Stanton and Vernon include clauses requiring the applicant to bear all court costs should the City have to sue the applicant to recover costs.

5. Other Types of Contracts that include Training Provisions

Two types of non-traditional contract came to light during my investigations. The first is an overall contract used in the City of Hercules for 6 years, but no longer in use. Hercules determined that it desired to maintain a youthful force, so made contracts with each individual officer it hired that were for terms of only two years. These contracts treated each officer as an individual bargaining unit, and included negotiation on all issues, including all benefits and types of training. A complete explanation of this type of contracting is found in the back of the report.

Miraga viewed each officer as an independent contractor, not a city employee. Each contractor negotiated his own terms and cared for his own costs in all areas. This type of contract was struck down by the courts, holding that anyone whose hours and place of work is dictated by the employer is not a contractor but an employee.

6. The Police Corps Concept

One additional approach to training officers is the Police Corps concept. Assemblyman Tom Hayden sponsored legislation calling for the recruitment of high school people into a Police Corps, using a concept similar to R.O.T.C. The hiring department would pay the cost of the person's bachelor's degree at the college of his choice. At the end of the college training the person would go to the police academy and join the department. Captain Dave Hall of the San Diego Police Department has engaged in a long-term study of this concept. He finds that it is not a useful way of obtaining qualified recruits in an efficient manner.

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The Police Corps concept carried with it a service obligation modeled on R.O.T.C.

At the present time, P.O.S.T. is studying the possibility of beginning a Police Corps program, and their report is expected in 1985.

SUMMARY:

Due to the rising cost of training a police officer, it is imperative that a mechanism be adopted to protect the financial investment of the police department. The training contract offers a legal method of presenting costs and obligations to new recruits. At the present time, it is being used successfully in various departments throughout the United States with good results. It offers Irvine a proactive method of assuring that the department will reap benefit from its training investment.

FRANCES E. WINSLOW
Administrative Assistant II

FEW:jc

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Perris	Chief John Kuykendall	657-7391
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Stanton	Lt. Julio Mendez	891-2481 x 354
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P.O.S.T.	Gene Cartwright Darryl Stewart Librarian	(916) 739-5404 (916) 739-5404 (916) 445-4515

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1983 (90th)—Oct. 1-6 Detroit, Mich.
1984 (91st)—Oct. 20-25 Salt Lake City, Utah
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Protecting the Investment In Entry-Level Training

By DARREL W. STEPHENS
Largo (Florida) Police Department

Under the Largo contract, each applicant agrees to a two-year term of employment after completion of training. If an officer fails to fulfill this obligation, the repayment obligation is approximately \$8,800 with terms over a 24-month period.

Turnover of sworn personnel has been a problem for the Largo Police Department for at least the past four years. In each of those four years, the department lost between 12 and 18 percent of its sworn personnel. This level of turnover caused a number of difficulties; however, the key issue has been the cost of training personnel to replace those officers leaving the department. A method used to recoup some of the costs associated with this training has been to require new employees to sign a two-year contract. Officers are thus required to serve the department for two years after the completion of field training or reimburse the department for the costs of training. Although the department only began using the contract in February 1982, such a procedure may be an alternative worth considering for departments experiencing similar problems.

Background

The city of Largo is located in the Tampa Bay area of Florida, in Pinellas County. It has a population of 60,000 people in a fourteen square mile area. The police department is staffed by 81 sworn and 54 non-sworn personnel and has relatively low index offense rates when compared with cities of similar size.

The Turnover Problem

In an attempt to develop an understanding of the turnover rate among police officers in Largo, several surveys were conducted. In addition to comparing salary and benefits with other police agencies, data were gathered about the employees who were leaving and the rates of turnover in other organizations.

It became evident that the turnover rate of police personnel in Largo was not significantly different from that experienced by other cities of similar size in Florida and nationally. The survey of 42 cities indicated the rate in Largo was very close to the experience of other cities. It was also learned that over a two-year period, 75 percent of the people leaving the department left for reasons unrelated to dissatisfaction with the department. Moreover, it was determined that 50 percent of the officers who left had less than two years of service and that 63 percent had less than three years of service.

Some of the turnover during this period was related to the dissatisfaction of certain officers with new programs and attitudes being developed in the department. Pay and benefits did not seem to be major

factors since they were comparable with other agencies in the area. What really stood out was the rate of turnover during the first two or three years of service. Obviously, some of the turnover in this category was for reasons that were in the department's best interests. Nevertheless, a significant number of the officers in this category left to accept positions with other law enforcement agencies. This was particularly distressing since the department had invested considerable resources in the selection and training of these individuals without a return on that investment.

This fact was the primary reason the department began exploring methods of protecting the investment made in training new officers. An analysis indicated this investment was considerable. For an officer without prior police experience, the department spends \$8,000 before beginning to get a return on the investment and \$4,100 on officers with prior experience. Unlike other parts of the nation, there is a high demand for police officers in the state of Florida. An officer with state certification in hand is particularly valuable because he can become a productive member of a force in a relatively short period of time. These were key factors in the department's decision to begin requiring new officers to sign a contract.

The Contract

The format for the contract that the department finally adopted was modeled after one developed by the Bothell, Wyoming, Police Department. The key provisions of the contract are discussed below.

Two-year term of employment. The applicant must agree to a two-year term of employment after the completion of training. It takes the average officer approximately seven months to complete the police academy and the field training program. The two-year term of employment begins when the officer is released from the field training program and is able to function alone.

Reimbursement obligation. In the event an officer fails to fulfill the employment obligation, the contract requires reimbursement to the department for direct costs involved with his hiring and training. For the average officer without state certification, the repayment obligation is approximately \$8,800. One familiar with the costs of training can see that this is a relatively low figure. This figure includes only the individual's wages for this period of time, uniforms, expendable supplies, academy tuition, and a minimal salary calculation for personnel involved in a three-day orientation period prior to beginning the academy. It does not include the cost of fringe benefits, the salary of the training officers, personnel screening, or any costs

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associated with academy operation other than tuition. If these items were included, it would significantly increase the amount involved.

Credit for continuous employment. The contract contains a provision that causes the reimbursement obligation to decline by one-twenty-fourth of the amount for each four weeks of full-time employment after the field training period.

Repayment terms. The applicant is given a twenty-four-month period for repayment after separation from the department. The officer must pay at least one-twenty-fourth of the obligation each month.

Legal advice. The contract also contains a provision where the applicant indicates consultation with an attorney or waiver of the right. This section has been included in the contract to encourage applicants who may be unsure of their obligation under the contract to seek legal advice.

Termination. An individual terminated by the department for any reason has no repayment obligation.

The overall content of the contract has been reviewed by several city attorneys and found to be acceptable. Some people have reservations about the legality of using such a contract, but it seems that the concept works well in other professions. Moreover, there appears to be little recourse, without a contract to protect the investment a law enforcement agency has in training an officer. The real test of the contract, however, will come when it is challenged, and the courts have an opportunity to render a judgement on its validity.

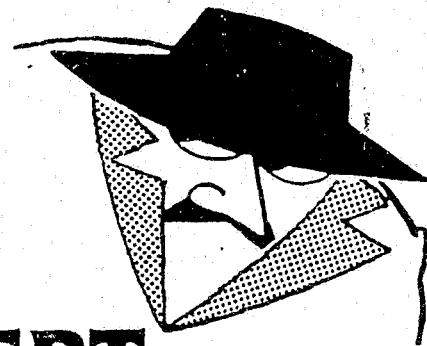
Conclusion

The Largo Police Department currently has eight officers who have signed the contract. There have been no legal challenges, nor has anyone refused to sign the agreement. Some department members expected greater difficulty in recruiting due to the contract; however, there has been no negative recruiting impact.

The department has received a number of inquiries from other agencies about the use of contract. This suggests that others are experiencing similar problems.

The use of a contract for police officers is an approach that many in law enforcement will have some difficulty accepting. However, like many other changes in law enforcement, extensive entry-level training is a relatively new phenomenon for the majority of police agencies in the nation. It has only been in the past ten years that most states adopted minimum training standards. This requires different approaches to ensure that departments are receiving a fair return on their training investment. Perhaps the contract will be one method of protecting that investment. *

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Resolving the Free "Exiter" Problem

By NICK D. SWANSTROM
Sam Houston State University

The "free exiter" applies to all police personnel who receive training or education at the expense of the police department and leave the department before police and city management has seen a return on its financial investment. More specifically, the free exiter is usually the newly trained police officer who has received basic academy in-service or specialized training, or the police supervisor who receives managerial or executive training.

No police department is exempt from the first exiter problem. Regardless of the excellent benefits that may be built into the department's personnel system, the free exiter problem can occur, causing considerable loss to a department in terms of experience, knowledge, and training funds.

The police supervisor or officer becomes a free exiter for at least one of three reasons. First, he may join another department for more money, better benefit packages, promotional opportunities, future career advancements, or a combination of all of the above.

Second, the police supervisor or officer may leave the police department in order to gain employment in another police-related agency. The old saying that "the police department is the recruiting ground for the state, federal, and private organizations" applies quite well here.

Finally, the police supervisor or officer may choose to leave the department and enter into some totally unrelated field of employment (that is, something quite different from his training and educational background).

Career advancement is understandable since many police chiefs have had themselves to leave a department in order to obtain their first command position. Likewise, many police officers have felt the necessity to leave a police department in order to advance their professional careers. However, both supervisors and officers that have obtained their career positions have generally done so after a somewhat lengthy tenure with the police department that trained them.

Today, because police education and

training programs are more accessible and abundant to all personnel, many police supervisors and officers are receiving more training and education than compared with what previous police personnel have been able to receive. Given this situation, it becomes apparent that the free exiter could potentially (and in many police departments has) become commonplace.

Considering that police managers are being asked to do more with less and that most departments will only be able to do so through use of competent, well-trained personnel, the police manager must devise an effective retention program with standards indicating a minimal amount of necessary employment that department personnel must adhere to in order to compensate for the cost of their professional training and education.

Training Contracts: A Solution to the Free Exiter Problem

The general philosophy behind police personnel repaying the police department for their training through either years of service or reimbursement to the department is relatively new to policing. It was not new, however, to the now defunct Law Enforcement Assistance Administration as a strategy of keeping newly educated officers in the field of policing (at least in terms of what it thought was an adequate amount of service in return for paying the police officer's education).

While training contracts for individual police departments are relatively new and being used at this point in small numbers, they do offer a wide variety of benefits for the police manager, supervisor, and officer.¹

Legality of Training Contracts

A contract is a binding agreement between two or more people to do or not to do some particular thing which is enforceable in a court of law.

A training contract, if used by police managers, can indicate to city management and police personnel a desire to be more responsive and accountable for the financial costs incurred to the department for the training and education of police personnel.

The most important factor to the police manager, and to the validity of the training contract, is its legality. Generally speaking, an agreement is illegal whenever the agreement itself or the performance called for is illegal. Considering that the training contract would be yet another of the many managerial tools that must be used in a fair and nonarbitrary or capricious manner, it would appear to be a legitimate managerial answer to the free exiter problem.

NICK D. SWANSTROM is a police officer with the Department of Public Safety, Sam Houston State University, State of Texas, Huntsville, Texas 77341. Officer Swanstrom holds the B.S. degree in administration of justice from Wichita State University and is presently completing his M.S. degree in political science and administration at Sam Houston State University.

¹Copies of the Largo, Florida, Police Department training contract may be obtained by writing *The Police Chief* magazine.

Managerial Advantages and the Retention Program

Given the expensive nature of the training and educational process of police personnel, the training contract offers the best method of securing the police supervisor and officer once the training and/or education process is completed.

In terms of the advantages to the police manager for utilizing the training contract, the following is offered. It is hoped that once police managers become aware of the training contract they will consider their own uniqueness and benefits to be gained from it in addition to those listed.

First, the training contract communicates the expectations of the police department and ultimately those of the police manager. It identifies and eliminates areas that have in the past been vague or undefined in terms of education and training.

Second, it represents an agreement between the department and the personnel as to the sacrifice of employment or reimbursement for department-sponsored training and/or education. Through such an agreement, the training contract provides a medium through which future conflicts may be resolved.

Third, and perhaps most important given the presence of police unions or associations, the training contract provides a legal document that replaces verbal agreements, states the specifications, and provides a proactive approach to developing new managerial policy before police unions or associations are able to gain control of another management tool. By specifically setting policy, through the training contract, police managers forego the possibility that police unions or associations will dictate policy.

Finally, the training contract can assist in the creation of a retention program. The training contract gives the police department a moderate amount of stability while eventually leading to some form of continuity in the retention of qualified and professional police personnel.

The retention program then provides not only the police manager with some form of security but it also gives police personnel some financial and psychological stability that allows personnel to concentrate more effectively and efficiently on the job.

Although the training contract may never completely resolve the free exiter problem, it will allow the police manager to have more control over the free exiter. The training contract provides the department with the necessary manpower it needs to obtain department objectives. While it is not a panacea for resolving the free exiter problem, it is a viable solution to the problem of training and education without reimbursement to the department. *

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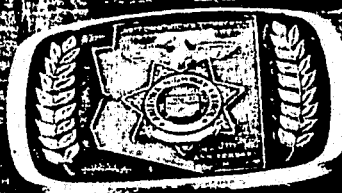
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A Great Ideal

NEBRASKA STATE PATROL DEVELOPS PLAN TO GET ITS MONEY BACK IF RECRUITS QUIT

By Dr. Betty B. Bosarge
Editor, Washington Crime News Services

A question for all criminal justice administrators: Are you getting tired of training new personnel and paying field training officers to lead them by the hand through a supervised probationary period, only to watch them walk out the door when the training is over because another agency offered them more money or a "better" working environment?

The Nebraska State Patrol has developed a solution to this age-old problem which has been plaguing criminal justice agencies throughout the nation.

Fed up with providing expensive recruit academy and field training to new state troopers, and then listening to them explain that they have a better, higher-paying job waiting in a municipality or county, the State Patrol Training Division recently developed a restitution "Training Agreement" contract. The contract requires any trooper who leaves before serving 18 months after academy graduation to reimburse the State Patrol for the cost of training, now assessed at \$3,500, unless there is a validly acceptable reason for leaving, such as an on-the-job injury.

State Patrol Training Academy Director Lt. John Thompson described the restitution program to a very appreciative audience at the State Police and Highway Patrol Training Directors Seminar

conducted March 9-12 by the Institute of Police Traffic Management (IPTM) at the University of North Florida in Jacksonville.

Lt. Thompson told seminar attendees that some new troopers leave because they don't like their assignments in rural areas. Others quit because they are offered better paying jobs with municipalities or county sheriff's departments, while still others are offered jobs as chiefs of police in small, rural departments and accept because of the "prestige of being a chief."

"This restitution agreement is one of the greatest things to happen in criminal justice training in a long time," IPTM Director Russ Arend told *Training Aids Digest*.

The program was initiated with the November, 1981, recruit class, explained Tracy Sharp, State Patrol Training Division administrative assistant.

"So far the contract is working," Sharp said. "We haven't had to collect from any of the officers yet."

State Patrol recruits are paid \$1,063.50 per month while they are attending the nine-week basic training camp. Their salary goes up to \$1,221.67 during their six-month probationary period.

The provisions for restitution during various phases of the contract's life are described in the chart on the previous page. The complete contract which recruits sign, as it was developed by State Patrol attorneys, follows.

NEBRASKA STATE PATROL

Training Agreement

In order to ensure that the Nebraska State Patrol does not invest time and money training persons for the position of State Trooper without receiving the services of a fully trained officer, the following agreement is made by and between _____ (hereinafter referred to as the "Trooper Candidate") and the Nebraska State Patrol (hereinafter referred to as the "Agency").

1. The Trooper Candidate agrees to undertake Trooper Candidate training at the Nebraska State Patrol Training Center for a period of _____ weeks commencing on _____, 19____, and to successfully complete such training. He or she then agrees to serve as a Probationary Trooper and subsequently, as a Trooper in the Nebraska State Patrol in any duty assignment or location assigned by the State Patrol. Trooper Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.

2. The Agency agrees to provide the law enforcement training specified above, to furnish food and lodging on the premises for the Trooper Candidate while in training, and to pay the Trooper Candidate a wage during and subsequent to training as specified in the State Department of Personnel pay plan.

3. Because many of the costs involved in training are difficult to allocate with exactitude and damages for breach of this Agreement are, likewise, difficult to assess, the Trooper Candidate agrees to pay the Agency the sum of \$3,500.00, not as a penalty but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Agency during training or within the first eighteen (18) months subsequent to taking the oath of office upon completion of the basic training camp.

4. No liquidated damages will be payable in the event that the Trooper Candidate fails to satisfactorily complete or is dismissed during the basic training camp or in the event that he or she is required to terminate his or her employment due to a disabling illness or injury.

5. The exceptions in Paragraph 4 above shall not apply in the event that there is substantial evidence that the Trooper Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the terms of this agreement.

6. Damages will be prorated according to the amount of training completed, in the event liquidated damages become payable before the Trooper Candidate has taken the oath of office at the completion of training camp.

7. In the event the Trooper Candidate is called to active military duty, has his or her probationary period extended, or is granted a leave of absence during the period covered by this Agreement, the period of the Agreement shall be extended accordingly.

8. The Trooper Candidate states that he or she meets the basic qualifications for employment as outlined below:

- a. 21-34 years of age on or before date of oath of office
- b. 20-40 or better vision, correctable to 20-20
- c. good moral character
- d. good physical condition
- e. GED or high school diploma
- f. United States citizenship
- g. no felony or disqualifying misdemeanor convictions

Trooper Candidate also states that the information placed on his or her formal application and that given to background investigators is accurate and complete to the best of his or her knowledge and belief. He or she also recognizes that any breach of this Agreement will be reported to future employers making inquiry.

9. This Agreement shall become effective at 5:00 P.M. on the second day of the basic training camp and shall remain in full force and effect for eighteen (18) months following administration of the oath of office, unless extended as provided in Paragraph 7 above.

10. This document embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, condition or obligations made or entered into by the agency other than contained herein.

The foregoing provisions are understood and agreed to by the undersigned. In witness whereof the parties have executed this agreement at the Nebraska State Patrol Training Center in Lincoln, Nebraska on this _____ day of _____, 19____.

Trooper Candidate

Accepted this _____ day of _____, 19____.

Training Center Director

Superintendent

Editor's Note: For further information, please contact: Lt. John Thompson, director of training, Nebraska State Patrol, 3510 N.W. 36th St., Lincoln, NE 68524. Phone: 402-470-2404. ■

**NEBRASKA STATE PATROL
RESTITUTION UNDER TRAINING AGREEMENT**

Reason for Leaving	(1) Prior to 5:00 P.M. 2nd day of camp	(2) During camp	(3) Next 18 months after camp	(4) After 18 months*
(A) Voluntarily quit	No	Yes Prorated	Yes	No
(B) Flunk out	No	No	N.A.	N.A.
(C) Fired	No	No	No	No
(D) Injured or Sick	No	No	No	No
(E) Injury, Illness, Fired or Failed in Order to Avoid Con- tract or Fired for Misrepresentation of Qualifications	No	Yes Prorated	Yes	No *if extended - same as 18- month period

Training Aids Digest

Courses • Workshops • Seminars • Conferences • Films • Literature • Products • Events

Vol. 7 No. 5

May 1982

FROM LARGO, FLORIDA: A MUNICIPAL TRAINING CONTRACT

As a result of an article in the April issue of *Training Aids Digest* dealing with the development of a contract by the Nebraska State Patrol to recoup training funds from officers who quit before serving 18 months (see "Nebraska State Patrol Develops Plan To Get Its Money Back If Recruits Quit," *TAD*, Vol. 7, No. 4, April, 1982, page 1), Chief Darrel W. Stephens of the Largo, Florida, Police Department wants to share with readers a contract his agency began requiring new employees to sign in March:

"I am enclosing a copy of our contract because I am in agreement with the development of an approach to recover costs that law enforcement must bear for training an individual who leaves to go to another law enforcement agency shortly after the training is completed," Chief Stephens told *TAD*.

Chief Stephens said that after he initiated his agency's contract, he learned from Russ Arend, director of the Institute of Police Traffic Management at the University of North Florida, that Nebraska had developed a contract, too.

"We are pleased to know that others in the law enforcement field are looking at this very serious problem," he told *TAD*. "However, in order to give the proper credit where it's due, we modeled our contract after one that was provided to us by the Bothell, Wyoming, Police Department."

Since Largo adopted the use of a contract, Chief Stephens said, several other Pinellas County, Florida, police agencies have indicated that they are also developing contracts.

"I was pleased to see the article on the Nebraska State Patrol as it reinforced our thinking on this subject," Chief Stephens said.

A copy of the Largo contractual form follows:

BINDING CONTRACT FOR REIMBURSEMENT OF HIRING AND TRAINING EXPENSES

WHEREAS, the Applicant identified below acknowledges that the City of Largo will incur substantial expenses in the process of training the undersigned to be a commissioned police officer, and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the City police force after completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two years following completion of all required training,

NOW, THEREFORE, it is hereby agreed as follows:

WITNESSETH:

1. Reimbursement Obligation. I, _____, hereafter "the Applicant," in consideration of the agreement by the City of Largo Police Department, hereinafter "the Department," to provide me with formal police training through the Pinellas Police Academy, to be followed upon successful completion thereof by a period of approximately twelve (12) weeks of field training under the supervision of experienced Largo police officers, do hereby agree that in the event my employment with the Department ceases due to any cause other than "termination" as defined below, within twenty-four (24) months from commencement of full-time service as a police officer subsequent to completion of the period of field training, I will reimburse the Department for all expenses incurred in connection with my hiring and training.

Memorandum

To : Gene DeCrona, Chief
Training Delivery Services

Date : March 15, 1982

From : Gene Cartwright, Senior Consultant
Commission on Peace Officer Standards and Training

Subject: SUGGESTED POST SCRIPTS ARTICLE

Has your agency experienced a retention problem either with reserves or regular officers? If so, you may be interested in an innovative program Chief Ray Blake, Atwater Police Department, has developed.

If a reserve applicant with the City of Atwater wishes to take the Level 1, 400-hour course, the City will pay the cost to attend, which amounts to about \$1200. Once the person completes the academy and begins functioning as a reserve officer, the City of Atwater retires 25% of the \$1200 each six months. After two years the entire \$1200 is retired. If the reserve officer decides to leave the agency anytime during the two year period, they may buy back whatever amount is remaining. If the City of Atwater decides to hire the reserve officer, they automatically retire the remaining money.

It might also be worthy of consideration to explore the same type of program for regular officers. Obviously if you are not experiencing a retention problem, this would not be appropriate. Conversely, many departments are currently attempting to develop methods to at least receive a few years of service from their employee after the considerable investment by the City or County.

The executive director of PORAC agrees with this concept and believes that not only will this be beneficial to the agencies, but potential employees as well. In fact, he states that an agency makes considerable commitment when employing new personnel and they are entitled to recover the investment.

If you desire additional information regarding the Atwater program, contact Lieutenant Chuck Balch, (209) 358-1593.



CITY OF STANTON

Police Department

11100 CEDAR STREET • STANTON, CALIFORNIA 90680-3194 • (714) 891-2481

A G R E E M E N T

I ACKNOWLEDGE UNDERSTANDING THE FOLLOWING:

THE CITY OF STANTON wants persons in the position of _____ adequately trained so they are able to perform their duties proficiently.

THE CITY OF STANTON is willing to pay for the costs of that training, but because of the costs involved, it must have a commitment from the persons receiving the training that they will apply what they have learned while employed here.

BECAUSE OF THIS, I, the undersigned hereby agree that unless discharged by the City, I will remain in the employ of the City of Stanton Police Department for a minimum period of _____ from the date I complete the _____ training course. Should I accept employment with another law enforcement agency or with any other employer in a position with similar duties as my current position, I agree to pay to the City of Stanton any and all costs it incurred for my attending the aforementioned training course. Such costs shall include, but not be limited to my salary and benefit costs during the course, course tuition, materials and related course expenses as paid to me and the provider of the course and all other costs related to said training.

I AGREE THAT the City of Stanton has not waived any rights, privileges or prerogatives it has pursuant to the City of Stanton Personnel Rules and Regulations, Position Classifications and Compensation Plan as now in effect or as may subsequently be altered, deleted, added to, amended or in any other way changed by action of the City Council.

SHOULD IT BECOME necessary for the City of Stanton to file suit in order to collect such costs, I further agree to pay all costs of said suit, including attorney's fees incurred by the City of Stanton, as well as interest allowed at the legal rate on the amount owing the City of Stanton.

I FURTHER AUTHORIZE the City to take said money from my check to satisfy either full or partial fulfillment of said costs.

Signed: _____ Date: _____
Witness: _____ Date: _____

A G R E E M E N T

I THE UNDERSIGNED hereby agree to remain in the employ of the City of Stanton Police Department for a minimum period of two (2) years from the date of employment. Should I accept employment with another law enforcement agency during that two year period, I agree to pay to the City of Stanton any and all of its costs involved in my employment selection, background investigation, equipment issue and training. Such costs shall include, but not be limited to, the following:

1. Personnel costs for employment interviews
2. Personnel costs for the background process
3. Costs of all medical, psychiatric, polygraph and other employment examinations
4. All uniforms and equipment issued to me
5. Personnel costs for my field training and other training sessions
6. All tuition material fees and related training costs paid to any training school by the City

I UNDERSTAND that this Agreement does not cover my having to reimburse to the City of Stanton any salary or other fringe benefits that I may have earned during the two year period unless other arrangements are made at a later date.

I UNDERSTAND that said employment will be contingent upon my completing a probationary period and continued performance to the satisfaction of the City of Stanton Police Department.

I AGREE that the City of Stanton has not waived any rights, privileges or prerogatives it has pursuant to the City of Stanton Personnel Rules and Regulations, Position Classifications and Compensation Plan as now in effect or as may subsequently be altered, deleted, added to, amended or in any other way changed by action of the City Council.

SHOULD IT become necessary for the City of Stanton to file suit in order to collect such costs, I further agree to pay all costs of said suit, including attorney's fees incurred by the City of Stanton, as well as interest allowed at the legal rate on the amount owing the City of Stanton.

I FURTHER authorize the City to take said money from my check to satisfy either full or partial fulfillment of said costs.

Signed: _____

Date: _____

Witness: _____

Date: _____

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EMPLOYMENT AGREEMENT
FOR THE POSITION OF PATROLMAN I IN THE
VERNON POLICE DEPARTMENT

THIS EMPLOYMENT AGREEMENT is made, entered into and executed in duplicate originals, either copy of which may be considered and used as the original hereof for all purposes, as of the _____ day of _____, 19____, in the City of Vernon, County of Los Angeles, California

BY AND BETWEEN
CITY OF VERNON, a Municipal Corporation (hereinafter referred to as "City")

AND
(hereinafter referred to as "Employee")

RECITALS

WHEREAS, the City is a general law City and subject to the provisions of the Government Code of the State of California; and

WHEREAS, a personnel system, merit system or civil service system pursuant to Government Code §45001 has never been established by the City; and

WHEREAS, Resolution No. 4027 was adopted by the City Council of the City on January 19, 1971, relating to employer-employee relations within the City; and

WHEREAS, said employer-employee relations resolution provided in Section 5(h) that matters concerning discharge,

1 suspension or discipline shall be within the discretion of the
2 City; and

3 WHEREAS, the City Council of the City declared in
4 Resolution No. 4817 adopted on June 30, 1981, that its intention
5 in adopting Resolution No. 4027, Section 5(h), was to reserve
6 onto the City Council complete and exclusive discretion to
7 determine matters relating to discharge, suspension or other
8 manner of discipline of employees in conformance with its long
9 standing view and policy that employees of the City serve at the
10 will and pleasure of the City Council; and

11 WHEREAS, the City has determined to create positions in
12 the Vernon Police Department wherein no property right shall
13 attach to said position; and

14 WHEREAS, all employees in the Police Department shall
15 not be a part of any personnel system, merit system or civil
16 service system nor shall they have any property rights in their
17 employment but will serve solely at the will and pleasure of the
18 appointing authority, the City Council; and

19 WHEREAS, it is the desire of the City Council to provide
20 by contract certain conditions of employment with Employee; and

21 WHEREAS, the City requires all new employees to serve
22 at least a one (1) year probationary period; and

23 WHEREAS, Employee intends to serve at least a one (1)
24 year probationary period in order to be qualified to be appointed
25 to a permanent position as Patrolman I in the Vernon Police
26 Department; and

27 WHEREAS, Employee is not an experienced police officer
28 and will have to undergo further field training and supervision

1 by the Police Department in order to become an effective policeman
2 for the City; and

3 WHEREAS, the City will finance in part your training
4 in a police academy wherein you will receive wages during the
5 training period; and

6 WHEREAS, the City will finance said academy and field
7 training and incur substantial costs in order to properly prepare
8 and qualify Employee to perform services as Patrolman I; and

9 WHEREAS, Employee shall agree to work for the City for
10 at least thirty-six (36) months and not to transfer to another
11 police agency during said period in consideration for receiving
12 said academy and field training provided by said City.

13 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS
14 AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO AGREE AS
15 FOLLOWS:

16 SECTION 1: The City and Employee hereby agree that the
17 recitals contained hereinabove are true and correct.

18 SECTION 2: The City Council hereby appoints Employee
19 to serve as Patrolman I in the Police Department of the City.

20 SECTION 3: That Employee in serving as Patrolman I in
21 the Police Department of the City hereby agrees that he does not
22 have a property right in employment in his position as Patrolman
23 I and that he serves at the will and pleasure of the City Council.

24 SECTION 4: That Employee hereby agrees that in accepting
25 the appointment of Patrolman I that he will remain with the City
26 Police Department for at least thirty-six (36) months and not
27 transfer to any other police agency during said period and that
28 this thirty-six (36) month commitment provided for herein does not

1 cost, damage, or injury which the City may sustain by reason
2 of the breach, and such sum is agreed on as compensation for the
3 injury suffered by the City, and not as a penalty.

4 SECTION 10: This Agreement shall become effective
5 commencing _____, 19 ____.

6 IN WITNESS WHEREOF, the City has caused this Agreement
7 to be signed and executed on its behalf by the City Clerk and
8 Employee has signed and executed this Agreement, both in
9 duplicate, the day and year first above written.

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EMPLOYEE

BRUCE V. MALKENHORST, City Clerk

CITY COUNCIL.

LEONIS C. MALBURG, Mayor
Wm. "BILL" DAVIS
H. "LARRY" GONZALES
W. MICHAEL McCORMICK
THOMAS A. YBARRA

TELEPHONES

CITY CLERK 583-8811
POLICE DEPT. 587-5171
FIRE DEPT. 583-4821
BUILDING DEPT. 583-8811
PUBLIC WORKS DEPT. 583-8811
HEALTH DEPT. 583-8811



CITY HALL

4305 SANTA FE AVENUE, VERNON, CALIFORNIA 90058

OFFICERS

BRUCE V. MALKENHORST,
City Administrator/City Clerk
DAVID B. BREARLEY,
City Attorney
VICTOR H. VAITS,
Director of Community Services
LEWIS R. ADAMS,
Director of Water & Power
GEORGE F. BASS,
Fire Chief
AL ESPINOZA,
Police Chief

In Reply Refer to:

October 12, 1984

Ms. Francis Windslow
Irvine Police Dept.
17200 Jamboree Road
Irvine, CA 92713

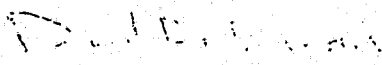
Re: Patrolman I Employment Agreement (Vernon)

Dear Ms. Windslow:

In response to your recent request for a copy of the court decision which affirmed our Employment Agreement for Vernon police officers, enclosed please find a copy of the Clerk's Notice of Entry of Judgment in the case of City of Vernon v. David H. Mains. Judge Schooling issued his judgment and caused it to be entered without preparing or causing to be prepared a Statement of Decision. My file in the above-referenced case has no other document with respect to the court's decision.

If I can be of any further assistance, please contact me.

Very truly yours,


David B. Brearley
City Attorney

DBB:jl
Enclosure

CLERK'S NOTICE
OF
ENTRY OF JUDGMENT

**IN THE MUNICIPAL COURT OF
SOUTHEAST JUDICIAL DISTRICT
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
6548 Miles Avenue
Huntington Park, California 90255**

Case Number

55952-N

CITY OF VERNON, etc.

DAVID H. MAINS

Plaintiff (s)

Defendant(s)

To the above-named parties and their attorneys of record: You are hereby notified that judgment in the above-entitled cause was entered on: September 21, 1982

FOR: Plaintiff CITY OF VERNON, a municipal corporation

as Judgment Creditor(s):

AGAINST: DAVID H. MAINS

as Judgment Debtor(s):

Amount of Judgment:

For possession of property
as described in complaint.

Principal \$ 4,338.60
Attorney Fee \$
Interest \$
* Costs \$
TOTAL \$

JOE SHARAR

Clerk

By

R. DRAKE

Deputy

*To be determined by Memorandum of Costs (1033 CCP et seq.)

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I am the Clerk of this court, not a party to this cause; that I served a copy of this NOTICE OF ENTRY OF JUDGMENT on the below date, by placing a copy thereof in separate sealed envelope(s) addressed to:

RONALD J. EINBODEN
Attorney at Law
1000 Sunset Boulevard
Los Angeles, CA 90012

RICHARD A. LEVINE
Attorney at Law
330 Washington Street, Suite 601
Marina del Rey, CA 90291

at the address shown by the records of this Court, and by then sealing said envelope(s) and depositing same with postage fully prepaid thereon, in the United States mail at HUNTINGTON PARK, California.

JOE SHARAR

Clerk

Dated September 22, 1982

By

R. DRAKE

Deputy

CLERK'S NOTICE OF ENTRY OF JUDGMENT

1 suspension or discipline shall be within the discretion of the
2 City; and

3 WHEREAS, the City Council of the City declared in
4 Resolution No. 4817 adopted on June 30, 1981, that its intention
5 in adopting Resolution No. 4027, Section 5(h), was to reserve
6 onto the City Council complete and exclusive discretion to
7 determine matters relating to discharge, suspension or other
8 manner of discipline of employees in conformance with its long
9 standing view and policy that employees of the City serve at the
10 will and pleasure of the City Council; and

11 WHEREAS, the City has determined to create positions in
12 the Vernon Police Department wherein no property right shall
13 attach to said position; and

14 WHEREAS, all employees in the Police Department shall
15 not be a part of any personnel system, merit system or civil
16 service system nor shall they have any property rights in their
17 employment but will serve solely at the will and pleasure of the
18 appointing authority, the City Council; and

19 WHEREAS, it is the desire of the City Council to provide
20 by contract certain conditions of employment with Employee; and

21 WHEREAS, the City requires all new employees to serve
22 at least a one (1) year probationary period; and

23 WHEREAS, Employee intends to serve at least a one (1)
24 year probationary period in order to be qualified to be appointed
25 to a permanent position as Patrolman I in the Vernon Police
26 Department; and

27 WHEREAS, Employee is not an experienced police officer
28 and will have to undergo further field training and supervision

1 by the Police Department in order to become an effective
2 policeman for the City; and

3 WHEREAS, the City will finance this training and incur
4 substantial costs in order to properly prepare and qualify
5 Employee to perform services as Patrolman I; and

6 WHEREAS, Employee shall agree to work for the City for
7 at least eighteen (18) months and not to transfer to another
8 police agency during said period in consideration for receiving
9 the field training provided by said City.

10 NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL
11 COVENANTS AND AGREEMENTS HEREIN CONTAINED THE PARTIES HERETO
12 AGREE AS FOLLOWS:

13 SECTION 1: The City and Employee hereby agree that the
14 recitals contained hereinabove are true and correct.

15 SECTION 2: The City Council hereby appoints Employee
16 to serve as Patrolman I in the Police Department of the City.

17 SECTION 3: That Employee in serving as Patrolman I in
18 the Police Department of the City hereby agrees that he does not
19 have a property right in employment in his position as Patrolman
20 I and that he serves at the will and pleasure of the City Council.

21 SECTION 4: That Employee hereby agrees that in accepting
22 the appointment of Patrolman I that he will remain with the City
23 Police Department for at least eighteen (18) months and not
24 transfer to any other police agency during said period and that
25 this eighteen (18) month commitment provided for herein does not

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27 /// ///
28 /// ///

1 cost, damage, or injury which the City may sustain by reason
2 of the breach, and such sum is agreed on as compensation for the
3 injury suffered by the City, and not as a penalty.

4 SECTION 10: This Agreement shall become effective
5 commencing _____, 19____.

6 IN WITNESS WHEREOF, the City has caused this Agreement
7 to be signed and executed on its behalf by the City Clerk and
8 Employee has signed and executed this Agreement, both in
9 duplicate, the day and year first above written.

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11 _____
12 EMPLOYEE

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14 _____
15 BRUCE V. MALKENHORST, City Clerk
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CITY OF HERCULES

555 RAILROAD AVENUE (POST OFFICE BOX 156) HERCULES, CA 94547
PHONE: 415-724-2489

The City of Hercules is one of the fastest growing communities in California. Located in West Contra Costa County, it is a planned City made up largely of residential development with medium to light commercial development. Hercules was incorporated as a City on December 15, 1900, making it the third oldest community in Contra Costa County. The land was wholly owned first by the California Powder Company, then by E. J. Dupont Namours Company, then by Hercules, Inc. During World Wars I and II, Hercules, Inc. was one of the worlds largest producers of high explosives.

The Hercules Police Department became operational July 1, 1978. Prior to its beginning, the City Council and City Manager had knowledge of the Institute for Local Self-Government Study of "a public safety employees contractual system, an alternative to traditional pension programs and tenure-inducing retirement." The Public Safety Employee Contractual System Report was developed by the Institute for Local Self-Government, Claremont Hotel Building, Berkeley, California 94705, John C. Houlihan, J.D., Executive Director.

Police administrators today are faced with the traditional employment system which emphasizes long-term employment and the system that does not encourages employee turnover. This same system puts a premium on older, less agile employees whose skills and aptitude and technology are often dated. Todays public safety service demands physically fit, technologically competent, highly trained; psychologically motivated, relatively young employees. The long-term commitment 20 to 25 year pension system reflects discouragement to career motivated employees and encourages "lock-in" and "burn-out" in the police officer. Police adminsitrators are

faced with an alarming increase of police officers taking early disability retirements. The police service has long been viewed as para-military. The Institute Study, Public Safety Employee: Contractual System (PSECS) developed by the institute offers an opportunity to depart from the unsatisfactory traditional system. The institute proposes public safety recruitment be intended to meet the same needs as the military, namely, combat ready, physically agile, and technologically capable first-line personnel and to replenish the reservoir of rank and file personnel to continue needing such requirements. Rather than offer long-term 20 to 25 year contracts of employment through the traditional system, PSECS offers short-term recruitment, i.e., three "hitches" - an initial four years with two additional three-year commitments. Instead of waiting out the deferred vesting of retirement benefits or even more importantly opting for disability retirement, severance payments allocated to each recruitment period provide a financial cushion if either the officer or employer does not renew the enlistment. The benefits of the PSECS system would be the future public safety officers. They would no longer be the future public safety officers. They would no longer be burdened with the "lock-in" or "burn-out" syndromes. Both a choice of career and opportunity for upward supervisory movement (made possible by turnover up the line) are prime attributes of the PSECS system. For police administrators, this alternative system would provide effective personnel management. Police administrators could plan staffing to meet rank and file and supervisory needs and eliminates the problem of living forever with malcontents. Retention and promotion of personnel could be performed in a more rational basis: physical and intellectual aptitude and career motivation. PSECS would also allow for more accurate determination of current and anticipated personnel costs.

When Hercules decided to establish a police department in 1977, the concept of contract employment was designed. My

department became operational on July 1, 1978. All employees were recruited and hired on a contract basis. As the Chief, my contract is designed on a yearly basis. All other full-time officers and supervisors are employed on a three-year basis. Each contract can be individually tailored to meet the needs of the individual. Traditionally, employees would accept the decision of the majority under negotiations conducted by police associations. Often the needs of individuals were overlooked by the majority. Utilizing the contract system, individual needs are met or could be partially accommodated. The advantages to this system are that an employee is vested in our retirement system upon hiring. Our retirement system is with the ICMA (Internal City Managers Association). We have four plans to choose from and have yearly mobility with our own retirement funds. The City pays the full portion of retirement (16%), and the employee has the latitude to add to that contribution. To avoid "lock-in" or "burn-out," if the employee opts to leave the department, he takes the full contribution with him at that time. One other advantage is that many times in the later years of our careers, one plans for retirement by buying property or perhaps leaving to invest in private business. The system allows for a one-time draw to use all or part of the funds available. The other advantages are that employees could tailor their contract to meet individual needs, such as increasing insurance coverage, perhaps increasing vacation time, working hours, etc., all or part in lieu of salary increases. Some of the disadvantages are that some potentially good employees are lost due to their unwillingness to leave the traditional civil service system. Others are that as the department's Chief Administrator, I am the first-line negotiator and am expected to protect both the City and employee in fair negotiations. It is often time-consuming to go through the negotiations and counter-offers until agreement is reached. Our system of pay raises are solely based on merit and as the Chief Administrator,

I have exercised that option on several occasions to not grant merit increases until an employee is performing at a satisfactory level. I have only had one occasion to use the option of not renewing a contract for an employee not performing which did not become necessary due to that employee's resignation from the department. We have gone through the three-year renewal with employees in a very satisfactory manner. There have been no two contracts alike in that each was tailored to fit the needs of the employee. This was conducted for both line personnel and supervisors. There are obvious management advantages in the contract system although our contracts have a management cancellation 60-day clause for no cause. We are still bound by Skelly Rules and Police Bill of Rights that if we are going to terminate an employee, it must be with cause and follow proper personnel procedures.

There are other contract advantages. Salary increases are written in from the start and are locked in for a three-year period, thus eliminating renegotiation. As administrators, we are all faced with doing more with our shrinking resources, the hiring of para-professionals is another consideration, or community service officers utilizing non-sworn employees doing police work that does not require the presence of a full-trained sworn officer. These duties would include preparing theft and accident reports, crowd and traffic control, issuing traffic citations and some community service programs. This type of program could save in both salary and benefit costs, increase the police departments visibility and manpower in the community, and could also provide some entry-level job experience for those individuals interested in police work as a career. It could also offer additional opportunity to attract women and minorities to the police department.

Attached is a sample of the contract used by our department. As previously discussed, several other cities are using contracts which have been modified after ours. These contracts

can be tailored to fit the needs of the City and the individual officer by your City Attorney.

In conclusion it might be difficult to implement a program of utilizing contracts in an established Civil Service system or perhaps organizations with memorandums of understanding. However, the program could be utilized in newly hired employees, para-professional and civilian employees. Our department has all of its civilian employees utilizing one-year contracts.

There have been numerous inquiries from other agencies in California regarding our system at the present time. Only two other cities in California are using our system or modification of our system, and they are Moraga and Paradise.

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 19 __, by and between the CITY OF HERCULES, a Municipal Corporation, hereinafter called "City" and _____, hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, City has a Department of Public Safety Services, which renders police services in the City of Hercules; and

WHEREAS, in order to staff such Department of Public Safety Services it is necessary and desirable to retain the services of persons to perform the functions and duties of said department; and

WHEREAS, Contractor is qualified to perform such functions and duties.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, City and Contractor agree as follows:

1. Retention of Services.

Commencing _____, Contractor shall be retained by City as a member of the staff of the City of Hercules Department of Public Safety Services, to perform the services, functions and duties assigned to Contractor by the Director of Public Safety Services. This Agreement sets forth the full understanding of the parties, and the rights of the parties shall be governed solely by the terms and conditions hereof. No rights of continued retention of Contractor's services except as specifically provided herein shall be implied, nor shall Contractor have any right of expectation thereof.

2. Work Assignment.

Contractor shall be assigned to a shift of five (5) days per week, eight and one-half (8-1/2) hours per day on such days and at such times as designated by the Director of Public Safety Services.

3. Administrative and Disciplinary Provisions and Procedures.

Contractor shall be subject to the administrative and disciplinary provisions and procedures of the Department of Public Safety Services.

4. Compensation.

For the performance of the services, functions and duties assigned to Contractor, he shall be paid compensation as established by Resolution of the City Council.

5. Other Benefits.

In addition to the compensation provided for by Resolution of the City Council, City at its expense (unless otherwise indicated) shall provide to Contractor the following benefits:

a. Membership in either Blue Cross or Kaiser medical/hospital group plan, providing such benefits as determined by City. The selection of Blue Cross or Kaiser shall be made by Contractor.

b. Membership in a group dental plan selected by City, providing such benefits as determined by City.

c. Group long term disability insurance in such company and amount, for such term and subject to such conditions all as determined by City.

d. Group life insurance in such company and amount and subject to such conditions all as determined by City shall be made available to Contractor at his expense, and at his option and expense he may increase the amount of life insurance coverage to the extent permitted by the insurance company.

e. Worker's Compensation insurance coverage. If Contractor is on leave because of a job-incurred injury or disability, he shall be paid only the amount for which he is eligible under Worker's Compensation laws for such job-incurred injury or disability, and shall receive no additional compensation of any kind including extra pay for holidays or other forms of paid leave.

f. All safety equipment needed in the performance of the services, functions and duties assigned to Contractor; the needed safety equipment shall be as determined by the Director of Public Safety Services with the approval of the City Manager.

g. When Contractor is called back to service at times other

than those included in the basic designation made by the Director of Public Safety Services, he shall be paid therefor a minimum of three (3) hours at a straight time rate or at a rate of time and one-half the straight time rate for the actual hours involved, whichever is greater. The straight time rate for purposes of this paragraph shall be computed on the basis of Contractor's compensation in effect at the time of the performance of such additional services. If Contractor is called back in order to make a Court appearance, travel time to and from the Court shall not be included as part of the actual hours involved.

h. Payment for eleven (11) holidays per year in the manner herein set forth. Such holidays shall be January 1, February 12, known as "Lincoln Day", the third Monday in February, the last Monday in May, July 4th, the first Monday in September, September 9th, known as "Admission Day", the second Monday in October, known as "Columbus Day", November 11th, known as "Veterans Day", December 25th, the Thursday in November appointed by the President or Governor as Thanksgiving Day. If Contractor works on any of such designated holidays, he shall receive additional pay at straight time rate for the first eight (8) hours worked and time and one-half the straight time rate for every hour over eight (8) worked. If any of the above designated holidays falls on a day which is not included in the days designated by the Director of Public Safety Services for performance of assigned services, functions and duties by Contractor, he shall receive payment for an additional eight (8) hours at straight time rate. The straight time rate for purposes of this paragraph shall be computed on the basis of the Contractor's compensation in effect at the time of the holiday.

i. Allowance of forty-five (45) minutes for meals during each eight and one-half (8-1/2) hours shift. If Contractor does not receive at least thirty (30) minutes for meal break during a shift, he shall be paid compensation for forty five (45) minutes at a time and one-half rate.

j. Overtime or holiday(s) worked may be accumulated to a maximum of eighty (80) hours with the approval of the Director of

Public Safety Services. Overtime or holiday(s) worked may be compensated for by payment of money therefor or by granting compensatory time off as determined by the Director of Public Safety Services with the approval of the City Manager. Before being eligible for paid overtime, Contractor shall have accumulated forty (40) hours of overtime work.

k. As a school and training incentive, City shall reimburse Contractor for the cost of books and tuition paid for job related courses approved by the Director of Public Safety Services and the City Manager if such courses are completed by Contractor to the satisfaction of the Director of Public Safety Services. Such payment shall be in addition to and separate from POST courses.

l. Three (3) sets of uniforms and jackets. Contractor shall maintain and replace such uniforms and jackets and the safety equipment provided for in paragraph 5f. above, and as payment for the cost of such maintenance and replacement City shall, commencing _____, pay Contractor twenty-five dollars (\$25.00) per month additional compensation for each month worked, to be paid semi-annually.

m. Vacation leave of ten (10) working days for each year worked after _____. If the services of Contractor are retained after the term of this Agreement, vacation leave shall be on the following basis:

(1) 6th through the 15th year of service -- 15 working days.

(2) 16 or more years of service -- 20 working days.

If vacation leave is not taken (because of press of duties and with approval of Director of Public Safety Services and City Manager), it may be accrued to a maximum of two (2) times the annual rate of vacation leave as herein provided. If accrued vacation leave is at maximum as herein provided, no further accrual of unused vacation leave shall be permitted.

n. Sick leave when Contractor's sickness prevents performance of assigned services, functions and duties. Sick leave benefits

shall be accrued at the rate of eight (8) hours per month for each month that Contractor has been in a pay status for twelve (12) or more working days during the month. If the services of Contractor are retained after the term of this Agreement, the maximum accrual of sick leave shall not exceed 1040 hours (six (6) months). City shall not pay for unused sick leave time. If Contractor is sick on a holiday when scheduled to work, he shall be paid therefor at straight time and shall not be charged for sick leave for such holiday.

o. Paid leave for death or illness of a member of Contractor's immediate family. Paid leave for death of a member of the immediate family shall not exceed three (3) days at straight time rate; in the event additional leave is taken for such reason, the time of such additional leave shall be charged to Contractor's vacation leave or accrued compensatory time off to which he is entitled. For illness of a member of his immediate family, he shall be allowed a maximum of five (5) days leave per year, if such leave is approved by the Director of Public Safety Services; such leave shall be charged to his sick leave. For the purpose of this section "members of the immediate family" are defined as his spouse, or mother, father, son, daughter, grandparent, grandchild, brother or sister of Contractor or Contractor's spouse, or other relative residing in his home.

p. Military leave in accordance with the provisions of the State of California Military and Veterans Code.

q. Full salary for hours spent on jury duty service during regularly scheduled work hours, less the amount received by him for such jury duty service, except that he shall be entitled to retain any meal or mileage fees received in connection with the performance of such jury duty service.

r. If Contractor makes a Court appearance not related to the services, functions and duties for which he has been retained by City, or pursuant to a civil subpoena, he shall not be paid therefor except as vacation leave or accrued compensatory time off to which he

is entitled. Contractor shall be entitled to retain any witness fees paid.

6. Term of Agreement.

This Agreement shall be for a term of three (3) years from the date that Contractor is first retained by City, unless sooner terminated as provided in paragraph 8.

7. Non-Assignment.

This Agreement shall not be assigned by Contractor.

8. Termination.

This Agreement may be terminated with or without cause by either party hereto by giving thirty (30) days written notice of such termination to the other party.

9. Notices.

All notices which may be proper or necessary for the parties hereto to serve on each other in the case of City may be served effectually upon City by delivering the same in writing to the Mayor of City at the City Hall, Hercules, California, or by depositing the same addressed to City at P. O. Box 156, Hercules, California, 94547, in a United States mail deposit box with the postage thereon fully prepaid; and in the case of Contractor may be served effectually upon him by delivering the same in writing to him or by depositing the same addressed to him at _____, in a United States mail deposit box with the postage thereon fully prepaid; or said notices may be served effectually by so delivering or mailing the same at such other address or addresses as City or Contractor may from time to time by written notice served on the other designate and appoint.

10. Effective Date.

This Agreement shall be in effect on and after August 1, 1980 and shall remain in force and effect for three (3) years from said date unless sooner terminated as provided in paragraph 8.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF HERCULES,
a Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk