

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding is made and entered into between the City of Atascadero, hereinafter referred to as the "City" and the Atascadero Firefighters' Bargaining Unit, hereinafter referred to as the "Association" pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this Memorandum of Understanding (MOU) is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City of Atascadero recognizes the Association as the recognized and exclusive representative for the following classifications:
 - Firefighter
 - Fire Engineer
 - Fire Captain
 - Fire Marshal/Code Compliance Officer
- b. This recognition is exclusive of management employees and temporary employees.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.4 SOLE AGREEMENT

- a. The City and the Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.5 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of one bulletin board at all Fire Department stations.
- c. The right to payroll deductions made for payments or organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The authority of the City includes, but is not limited to, the exclusive right to determine the standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for "just cause", relieve its employees from duty because of lack of work or for other legitimate reason; maintain the efficiency of governmental operations; determine the methods, staffing and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organizations and the technology of performing its work provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the consequences or impact that decisions on these matters may have on wage, hours and other terms of employment.

SECTION 2.3 PEACEFUL PERFORMANCE

- a. The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the City of Atascadero. Association agrees that under no circumstances will the Association recommend, encourage, cause or promote its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as "work-stoppage) in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to

negotiate on the merits of any dispute which may have arisen to such work stoppage until said work stoppage has ceased.

- b. In the event of any work stoppage, during the term of this MOU, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notices shall be served upon the City. If, in the event of any work stoppage, the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, against any such employees.

ARTICLE III - - HOURS OF WORK AND OVERTIME

SECTION 3.1 HOURS OF WORK

- a. Work Period

The normal work period, pursuant to Section 207 (k) of the Fair Labor Standards Act, shall be twenty-eight (28) days. All hours worked in excess of the employee's regularly recurring work schedule shall be paid at the overtime rate of one and one-half of the employee's regular rate of pay.

The normal work period for the Fire Marshal/Code Enforcement Officer shall be seven (7) days with a maximum non-overtime of forty (40) hours.

- b. Definition of Shift Employees

Shift employees (excluding administrative assignments) are assigned to positions which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis, and include:

Firefighters

Fire Engineers

Fire Captain

SECTION 3.2 OVERTIME

- a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay.

- b. Hours Paid

Paid time off shall be considered time worked for overtime purposes.

- c. Compensatory Time (CT)

Notwithstanding the provisions of this section, employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the Fire Department and the employee. Employees may accumulate up to six (6) shifts (144 hours) of Compensatory Time.

d. Scheduling Compensatory Time Off (CT)

Requests to use CT shall be granted with due regard for operational necessity such as staffing levels.

SECTION 3.3 CALLBACK PAY

Employees who are called to duty at a time they are not working shall be compensated a minimum compensation of two (2) hours at time and one-half rate of pay.

SECTION 3.4 STANDBY TIME

- a. Employees assigned standby duty shall receive twenty-five Dollars (\$25.00) for each day of standby duty. A day is defined as a 24-hour period.
- b. Employees responding to work from standby shall receive time and one-half pay with a minimum of one hour and twenty minutes once called back. Employees responding to work as a result of an emergency callback request shall receive time and one-half pay with a minimum of two hours pay.
- c. Employees on standby status shall monitor both radio and alpha numeric pages at all times; and be able to respond to the predetermined duty assignment within twenty minutes from the time of notification.

ARTICLE IV - PAY PROVISIONS

SECTION 4.1 SALARY

This two(2) year agreement shall provide pay increases according to the following formula and schedule:

Year 1 (effective July, 2005) – 4% COLA, plus an additional inequity adjustment of 2.5% for Fire Fighter, Fire Engineer, Fire Marshall and Fire Captain

Year 2 (effective July 2006) – 3% COLA, plus an additional inequity adjustment of 2.5% for Fire Fighter, Fire Engineer, Fire Marshall and Fire Captain

The following monthly salaries become effective July 1, 2005.

CLASSIFICATION	RANGE	A	B	C	D	E
Firefighter	25	3,730.86	3,917.40	4,113.27	4,318.94	4,534.89
Fire Engineer	28	4,015.34	4,216.11	4,426.91	4,648.26	4,880.67
Fire Captain	35	4,761.63	4,999.71	5,249.70	5,512.18	5,787.79
Fire Marshall/Code Compliance Officer	35	4,761.63	4,999.71	5,249.70	5,512.18	5,787.79

- a. Steps B, C, D, and E may be paid upon completion of twelve months of employment at the preceding step where the employee has demonstrated at least satisfactory job progress and normally increasing productivity, and upon recommendation of the Department Head and approval of the City Manager.
- b. The Association and the City recognize that the Memorandums of Understanding in the years since 1998 have been incremental steps in correcting salary inequities between Atascadero employees and the comparisons within San Luis Obispo County. It is further recognized that the salary schedule is a continuing attempt to bring Atascadero salaries to the mean with the surveyed cities following the initial inequity adjustment, and may be subject to change in future

negotiations. The City will provide the Association with a report regarding revenues/ expenses and a salary survey in April 2007.

SECTION 4.2 RETIREMENT

- a. Employees will be provided retirement benefits through the California Public Employees Retirement System (CalPERS). Firefighters, Fire Engineers and Fire Captains will be provided benefits pursuant to the 3% @ 50 Full formula (Section 21362.2 of the Government Code) for Sworn Safety Members (as defined by CalPERS) and the City will pay the employee contribution of nine (9%) percent.
- b. The CalPERS retirement for Sworn Safety Members (as defined by CalPERS) includes Level Four (4) of the 1959 Survivor's Benefit. The employees shall pay the monthly cost of the benefit.
- c. The City shall implement the Military Service Credit (Section 20930.3 of the Government Code) provided there is no direct cost to the City. The City shall provide Sick Leave Credit and Single Highest Year.

SECTION 4.3 SICK LEAVE/STAY WELL PLAN

- a. Unit members shall earn and use sick leave subject to the provisions of the City of Atascadero Rules and Regulations. It is agreed that nothing herein shall be construed as providing any vested right, monetary or otherwise, to any unused sick leave existing at time of discharge or voluntary separation from City service, except at time of retirement in accordance with the City's Public Employees Retirement System contract
- b. Sick leave accumulates at a rate of 5.54 hours per pay period. There is no limit to the accumulation.
- c. Employees with 576.16 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
 1. The sick leave pay-off will occur during fifty-two-- (52) week period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 576.16 hours of sick leave.
 2. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. (The annual allotment is 144.04 hours).
 3. Checks will be prepared by December 15 of each year.

SECTION 4.4 VACATION LEAVE

- a. Employees shall be entitled to vacation leave consistent with the City Personnel Rules and Regulations.
- b. It is agreed and understood that the taking of vacation shall be as scheduled by the Fire Chief subject to the needs of the City.

SECTION 4.5 HOLIDAYS

- a. Employees shall receive five and 6/10 (5.6) shifts annually or 5.17 hours bi-weekly. Said holidays shall be credited in accordance with procedures established by the Personnel Officer.

- b. Holiday time may be used as either paid time off or paid in cash at the option of the employee with the approval of the Fire Chief.

SECTION 4.6 BEREAVEMENT LEAVE

Employees shall be granted bereavement leave pursuant to the City Personnel Rules and Regulations in the event of death of his/her spouse, significant other, child, stepchild, parent, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, and sister-in-law.

SECTION 4.7 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4.8 PARAMEDIC PAY

The City shall pay four hundred dollars (\$400.00) per month to those employees who are trained, qualified and assigned by the Fire Chief to E.M.T. Paramedic duties.

SECTION 4.9 COMMON MESS ARRANGMENT

Unit employees under a common mess arrangement, agree to contribute to congregate meals at the station house in the amount required to cover the cost of those meals, irrespective of whether the employee chooses to eat the meal.

SECTION 4.10 BILINGUAL PAY

The City shall pay an additional 1% of salary to those employees who are able to speak one of the top two non-English languages as defined by the U.S. Census. A testing mechanism mutually agreed to by both parties will be created to assess language abilities before qualifying for the incentive.

ARTICLE V - HEALTH AND WELFARE

SECTION 5.1 HEALTH INSURANCE COVERAGE

- a. For unit members who elect to have "Family" coverage, the City shall pay a total of \$843.96 per month toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents for the term of this agreement. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.
- b. For unit members who elect to have "Employee +1" coverage, the City shall pay a total of \$761.12 per month toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent for the term of this agreement. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.

Available funds remaining from the City's contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation.

- c. For unit members who elect to have "Employee Only" coverage, the City shall pay an amount not to exceed \$666.26 per month toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee for the term of this agreement. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.

Available funds remaining from the City's contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation.

- d. The City shall provide term life insurance coverage for each employee in a total amount of fifteen thousand (\$15,000) dollars during the term of this agreement.
- e. The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in a total amount of one thousand dollars (\$1,000) per dependent during the term of this agreement.
- f. The Medical Insurance Committee shall be comprised of one representative from each of the bargaining units (as designated by the bargaining unit) and one from the City. The Committee shall regularly review the health plan and study health insurance issues including, but not limited to, Health Maintenance Organizations (HMO's), cost containment, etc., and make recommendations to the City Manager.
- g. Flexible Benefits Plan. The City shall make available to employees covered by this MOU a Flexible Benefit Plan, in compliance with applicable Internal Revenue Code provisions. The plan will enable an employee to, on a voluntary basis, cover additional out of pocket premium expenses for insurance through pretax payroll dollars.

SECTION 5.2 PROBATION

The probationary period for newly hired Firefighters or Fire Engineers shall be eighteen months. The probationary period for employees promoted to Fire Engineers or Fire Captain shall be twelve months.

SECTION 5.3 PROMOTIONAL OPPORTUNITIES

Upon completion of the probationary period, qualified employees in the classification of firefighter will be provided an opportunity to be examined and promoted to the classification of Fire Engineer provided there is a vacancy. There shall be a maximum of ten (10) Fire Engineer positions funded.

SECTION 5.4 PHYSICAL FITNESS

The parties agree to establish a committee consisting of an equal number of representatives from the City and the Association for the purpose of developing a physical fitness program that will be implemented in the Fire Department for all employees in the unit. The committee will meet as needed to develop recommendations for the Fire Chief. The physical fitness program will include the following elements: 1) Mandatory participation, 2) Established standards, and 3) City provided physicals.

ARTICLE VI - CLOSING PROVISIONS

SECTION 6.1 TERM

The term of this MOU shall commence on July 1, 2005, and expire on June 30, 2007.

SECTION 6.2 SIGNATURES

This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:

_____	_____	_____	_____
Association	Date	Association	Date

CITY OF ATASCADERO

_____	_____	_____	_____
Mayor	Date	City Manager	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**ATASCADERO FIREFIGHTERS
BARGAINING UNIT**

AND

CITY OF ATASCADERO

JULY 1, 2005 TO JUNE 30, 2007

MEMORANDUM OF UNDERSTANDING

ATASCADERO FIREFIGHTERS' BARGAINING UNIT AND CITY OF ATASCADERO

JULY 1, 2005 THROUGH JUNE 30, 2007

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