

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 Mid Management/Professional Employees, 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:
 - Accountant
 - Associate Civil Engineer
 - Building Maintenance Supervisor
 - Capital Projects Manager
 - Database Programmer
 - Recreation Supervisor
 - Senior Building Inspector
- 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-Miliias-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.

SECTION 1.6 GENERAL PROVISIONS

The parties agree to meet and confer with respect to any subject or matter within the scope of representation upon request. Provided, however, that any changes which fall within the scope of representation shall be by mutual agreement.

Except as set forth in this Memorandum of Understanding, and unless the Association agrees to reopen negotiations on a particular bargaining subject, the parties agree that there shall be no changes during the life of this MOU in the wage rates, benefits, or other terms and conditions of employment subject to the Meet-and-Confer process.

In the event any new practice, subject or matter arises during the term of this agreement which is within the scope of representation and an action is proposed by the City, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the case of an emergency and, in the absence of an agreement on such a proposed action, the City reserves its lawful management rights to take any action(s) deemed necessary and the Association reserves its rights to take any lawful action deemed necessary.

ARTICLE II - - PAY PROVISIONS

SECTION 2.1 SALARY

This one (1) year agreement shall provide no salary increases during this period.

The following monthly salaries remain in effect as of July 1, 2010.

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Accountant	4,581.96	4,811.07	5,051.61	5,304.19	5,569.42
Associate Civil Engineer	5,569.43	5,847.88	6,140.28	6,447.29	6,769.67
Building Maintenance Supervisor	4,363.78	4,581.97	4,811.07	5,051.61	5,304.19
Database Programmer	5,708.69	5,994.12	6,293.79	6,608.47	6,938.88
Recreation Supervisor	4,259.92	4,472.90	4,696.51	4,931.34	5,177.90
Senior Building Inspector	4,811.08	5,051.64	5,304.19	5,569.42	5,847.87
Capital Projects Manager	4,363.78	4,581.97	4,811.07	5,051.61	5,304.19

SECTION 2.2 EDUCATION INCENTIVE PAY

Employees shall be reimbursed up to \$400.00 per fiscal year for books, tuition and related educational expenses for attending college or other professional training, providing the coursework is job-related, and the employee received a passing grade.

Associate Civil Engineers who are licensed as a Registered Engineer will receive ten percent (10%) in additional pay to their base salary.

SECTION 2.3 RETIREMENT

- a. Effective November 2003, the City began paying and reporting the value of Employer Paid Member Contributions (EPMC) as described in Resolution No. 2003-073.
- b. Effective July 1, 2007, employees will be provided retirement benefits through the California Public Employees Retirement System (CalPERS) pursuant to the 2.5% @ 55 formula, including the One Year Final Compensation (Section 20042) and Credit for Unused Sick Leave (Section 20965) benefits. The City will pay 5.85% of the employee contribution of eight percent (8%). Employees will pay the remaining 2.15% of the employee contribution.

SECTION 2.4 SICK LEAVE/STAY WELL PLAN

- a. Sick leave accumulates at a rate of eight (8) hours (one day) per month. There is no limit to the accumulation.
- b. Employees with forty-eight (48) or more days 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 the twelve- (12) month 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 48 days 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 95.94 hours.
 3. Checks will be prepared by December 15 of each year.
- c. Family Care – An employee may use, in any calendar year, accrued sick leave up to the amount earned six (6) months employment to attend to the illness of a child, parent or spouse.

SECTION 2.5 SICK LEAVE PAYBACK

When an employee terminates employment in good standing, after five (5) years of continuous service, he/she shall be paid one-half of his/her accumulated Sick Leave.

SECTION 2.6 ADMINISTRATIVE LEAVE

- a. Each employee will receive forty-eight (48) hours of Administrative Leave, which will vest as of July 1 annually. Except as provided below, Administrative Leave will not be carried over or accrue from one fiscal year to the next.
- b. If an employee is unable to use his/her Administrative Leave prior to the end of the fiscal year for work related reasons beyond his/her control (as verified by the Department Head), said leave will be carried over into the next fiscal year for a period not to exceed three (3) months. Said time will be available to the employee for use during that period, but will not be accrued for the purpose of payoff in the event of termination.
- c. In the event an employee covered by this Agreement is employed after January 1 of the fiscal year, the employee shall be eligible for twenty-four (24) hours of Administrative Leave.

SECTION 2.7 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, child, stepchild, grandchild, parent, grandparent, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law or significant other.

ARTICLE III - HEALTH AND WELFARE

SECTION 3.1 HEALTH INSURANCE COVERAGE

1. For unit members who elect to have “Family” coverage, the City shall pay a total of \$1066.15 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.
2. For unit members who elect to have “Employee +1” coverage, the City shall pay a total of \$970.45 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.
3. For unit members who elect to have “Employee Only” coverage, the City shall pay an amount not to exceed \$793.37 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 the 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. This amount shall not exceed \$246.76 per month.

SECTION 3.2 LIFE INSURANCE

The City shall provide a term life insurance policy on each employee in the amount of Fifty-Thousand Dollars (\$50,000).

The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in the amount of One Thousand Dollars (\$1,000) per dependent.

ARTICLE IV - CLOSING PROVISIONS

SECTION 4.1 TERM

The term of this MOU shall commence on July 1, 2010, and expire on June 30, 2011.

SECTION 4.2 SIGNATURES

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

_____	_____	_____	_____
Mid Mgmt./Prof.	Date	Mid Mgmt/Prof.	Date

CITY OF ATASCADERO

_____	_____	_____	_____
Mayor	Date	City Manager	Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**MID MANAGEMENT/PROFESSIONAL
EMPLOYEES**

AND

CITY OF ATASCADERO

JULY 1, 2010 THROUGH JUNE 30, 2011

MEMORANDUM OF UNDERSTANDING
MID MANAGEMENT/PROFESSIONAL EMPLOYEES
JULY 1, 2010 THROUGH JUNE 30, 2011

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