

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 Police Association, 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:
 - Police Officer
 - Senior Police Officer
 - Police Sergeant
 - Property Evidence Technician
 - Support Services Technician
 - Support Services Lead Technician
 - Support Services Supervisor
- 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 the Atascadero Police Department.
- 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 risen 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

In general, employees shall be scheduled to work consecutive days on and consecutive days off. Work schedule changes (e.g., from 5/8 to 4/10, 3/12 or 9/80) require a 30-day notice by the Chief of Police or their designee or the Association. Either party may request a change in work schedules by written notification at least thirty (30) days in advance of proposed changes. The normal work period, pursuant to Section 207 (k) of the Fair Labor Standards Act, shall be fourteen (14) days. All hours worked in excess of the employee's regularly recurring 80-hour biweekly work schedule shall be paid at the overtime rate of one and one-half the employee's regular rate of pay.

- b. Mealtime

Mealtime for shift employees is thirty (30) minutes of paid time.

- c. Mealtime Call-out for Shift Employees

Mealtime may be taken during the shift if the workload permits and as authorized and scheduled by the shift supervisor. Shift employees receive mealtime as paid time, and therefore shift employee shall be subject to call out during mealtime.

- d. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four- (4) hours worked. Rest periods are not to be construed as mealtime. Insofar as practical, rest periods shall be in the middle of each work period. Rest periods cannot be used in conjunction with a meal periods, nor may rest periods be taken during the employee's first or last scheduled hour of work.

- e. Missed Rest Periods and Mealtime

Rest periods are paid time, therefore nothing in this section provides for or implies any additional compensation or benefits if a rest period is not taken. Mealtime is paid time, therefore nothing in this section provides for or implies any additional compensation or benefit if a meal period is not completed or taken.

- f. Definition of Shift Employees

Shift employees are assigned to positions in which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis, and include: Police Officers, Senior Police Officer, Police Sergeants, Property Evidence

Technicians, Support Services Technicians, Support Services Supervisor and Support Services Lead Technician.

g. Shift Trade

Employees of equal rank will be allowed to trade shifts from time to time as long as the following criteria is met:

1. The trade does not adversely impact the Department's operating needs.
2. The trade does not result in the payment of overtime to the trading employees.
3. The trade is by mutual consent of the employees involved.
4. The trade request must be submitted in writing to the employees supervisor, signed by both employees and approved by the Police Chief or his/her designee.
5. The trade days occur within the same pay period.

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. All overtime shall be recorded and paid in the following manner:

- 1 to 15 minutes, overtime compensation – ¼ hour
- 16 to 30 minutes, overtime compensation – ½ hour
- 31 to 45 minutes, overtime compensation – ¾ hour
- 46 to 60 minutes, overtime compensation – 1 hour

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 Police Department and the employee. Employees may accumulate a maximum of eighty (80) hours in their CT account.

d. Scheduling Compensatory Time

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

e. Schools/Training/Qualifications/Department Meetings

Overtime for Sergeants, Police Officers or Senior Police Officers as the result of Department-wide training and meetings authorized by the Chief of Police will be compensated at the time and one-half overtime rate up to four (4) hours per month.

Hours traveling, studying, or evening classes, etc., when an employee is attending an out-of-town school shall not constitute overtime hours.

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 COURT TIME/STANDBY TIME

- a. Employees placed on standby by the court at a time they are not working shall be compensated at the rate of two (2) hours straight time compensation for every four (4) hours of actual time in standby assignment, prorated for more or less than four hours. Minimum compensation will be for one (1) hour of straight time.
- b. Employees responding to work from standby shall receive a minimum of two hours pay at straight time. Employees working in excess of one hour and twenty minutes once called back shall receive time and one-half pay for hours worked in excess of one hour and twenty minutes, or two hours straight time, whichever is greater.
- c. The Chief of Police may place employees on standby status. Standby duty shall not be considered as hours worked for the purpose of computing overtime.
- d. Employees may be assigned to two additional types of standby:
 1. Weekend standby shall require that an employee be on standby status from 5:00 p.m. Friday evening to 8:00 a.m. Monday morning. Employees assigned weekend standby shall be paid a flat fee of \$40.00 per weekend assigned.
 2. Full week standby shall require that the employee be on standby status for the weekend as per No. 1 above and be on standby status during the week during all non-work hours. Employees assigned shall be paid a flat \$50.00 per week assigned.
- e. Employees on standby status shall provide the Police Dispatcher with a telephone number where he/she can be reached directly; 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 for salary increases according to the following formula:

Year 1 (effective July, 2005) – 4% COLA, plus an additional inequity adjustment of 2.5% for Sergeants, Senior Police Officers, Police Officers, Support Services Lead Technician, and Property Evidence Technician. Support Services Supervisors and Support Services Technicians will receive a 2.5% adjustment recognizing additional responsibilities related to their position.

Year 2 (effective July 2006) – 3% COLA, plus an additional inequity adjustment of 2.5% for Sergeants, Senior Police Officers, Police Officers, Support Services Lead Technician, and Property Evidence Technician.

The following monthly salaries are effective July 1, 2005.

CLASSIFICATION	RANGE	A	B	C	D	E
Police Officer	26	3,824.13	4,015.34	4,216.11	4,426.91	4,648.26
Senior Police Officer	28	4,015.34	4,216.11	4,426.91	4,648.26	4,880.67
Police Sergeant	35	4,761.63	4,999.71	5,249.70	5,512.18	5,787.79
Property Evidence Technician	20	3,303.43	3,468.60	3,642.03	3,824.13	4,015.34
Support Service Technician	17	3,069.39	3,222.86	3,384.00	3,553.20	3,730.86
Support Service Lead Technician	19	3,222.86	3,384.00	3,553.20	3,730.86	3,917.40
Support Services Supervisor	26	3,824.13	4,015.34	4,216.11	4,426.91	4,648.26

- a. Steps B, C, D, and E shall 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.

SECTION 4.2 EDUCATION INCENTIVE PAY

- a. 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.
- b. Police Officers and Senior Police Officers who possess a P.O.S.T. Intermediate Certificate will receive two and one-half percent (2½%) in additional pay to their base salary.
- c. Police Officers and Senior Police Officers who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) in additional pay to their base salary, in addition to 4.2.b above.
- d. Police Sergeants who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) in additional pay to their base salary.
- e. Police Sergeants who possess a P.O.S.T. Supervisory Certificate will receive two and one-half percent (2½%) in additional pay to their base salary, in addition to 4.2.d above.
- f. Each Support Service Technician, Property Evidence Technician or Lead Support Services Technician having the Emergency Medical Dispatch Certification will receive \$50.00 per month.

SECTION 4.3 RETIREMENT

- a. Employees will be provided retirement benefits through the California Public Employees Retirement System (CalPERS). Police Officers, Senior Police Officers and Police Sergeants will be provided benefits pursuant to the 3% @ 50 Full formula (Section 21362.2 of the Government Code) for safety employees and the City will pay the employee contribution of nine (9%) percent.

Support Service Technician, Property Evidence Technician, Support Services Lead Technician and Support Services Supervisor will be provided benefits pursuant to the 2% @ 55 formula and the City will pay the employee contribution of seven (7%) 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. The City shall provide the Single Highest Year and Sick Leave Credit benefits.

- c. The City shall provide CalPERS the Post Retirement Survivor benefit for Miscellaneous Members.

SECTION 4.4 SICK LEAVE/STAY WELL PLAN

- a. Sick leave accumulates at a rate of eight (8) hours per month. There is no limit to the accumulation.
- b. Employees with 384 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 the 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 384 hours 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 during six (6) months employment to attend to the illness of a child, parent or spouse.

SECTION 4.5 VACATION LEAVE

Employees shall be entitled to vacation leave consistent with the City Personnel Rules and Regulations.

SECTION 4.6 HOLIDAYS

- a. Employees shall receive twelve (12) holidays per calendar year. Said holidays shall be credited in eight (8) hour increments on the 1st day of the first full pay period of each month. Holidays must be used within the calendar year. Employees may take holiday time off consistent with the scheduling needs of the City and subject to approval of the Chief of Police.
- b. Employees shall be allowed to accrue holiday hours prior to required payoff. Employees may not accumulate and have a current credit of more than ninety-six (96) hours of holiday time.
- c. Employees who have not used their accrued holiday time by December 31st, will be paid for all accrued holiday hours, no later than the second payday of January.
- d. Employees may elect to apply the value of accrued holiday hours to their deferred compensation account. Election forms must be completed and received no later than December 31st, to be processed no later than the second payday of January.

SECTION 4.7 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, 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 4.8 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 4.9 OUT-OF-CLASS PAY

Employees who are assigned to work out of class for fifteen (15) or more consecutive days shall receive five percent (5%) of current base salary in addition to regular salary.

SECTION 4.10 CANINE HANDLER PAY

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at the time and one-half overtime rate per hour of the handler. It is agreed that canine handlers normally spend 6 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 6 hours. Such hours worked shall not be interpreted to be (1) shift extension, (2) callback to work, or (3) scheduled work performed in excess of the regular shift for overtime purposes.

SECTION 4.11 FIELD TRAINING OFFICER INCENTIVE PAY

- a. Police Officers assigned to act in the capacity of Field Training Officer shall be compensated at the rate of \$.87 per hour, not to exceed \$150.00 per month. Compensation shall be provided only for hours actually spent serving in the capacity of Field Training Officer.
- b. Support Services Technicians assigned to act as a trainer of a newly hired employee shall be compensated at the rate of \$.87 per hour not to exceed \$150.00 per month. Compensation shall be paid only for hours actually spent serving in the capacity of a trainer.
- c. Compensation shall be provided only when the Chief of Police or designee has specifically authorized the assignment.

SECTION 4.12 ACTING WATCH COMMANDER PAY

- a. Each Police Officer assigned as Acting Watch Commander will receive \$1.00 per hour for each hour worked in the capacity of acting watch commander as compensation for additional responsibility.

SECTION 4.13 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 \$766.21 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 \$683.37 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. The amount paid to eligible employees shall

remain constant at the same amount paid on July 1, 2000, and will not increase in subsequent contract years.

- c. For unit members who elect to have "Employee Only" coverage, the City shall pay an amount not to exceed \$588.51 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 twenty thousand dollars (\$20,000) 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 may recommend changes in the level of service and service providers to the City during the term of the agreement. Each recognized bargaining unit shall have a representative on the committee, and management will have one representative.
- 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, on a voluntary basis, to cover additional out of pocket premium expenses for insurance through pretax payroll dollars.
- h. State Disability Insurance – The City shall provide State Disability Insurance as a payroll deduction of each employee in the classification of Support Services Technician, Property Evidence Technician, and Support Services Lead Technician. State Disability Insurance shall be integrated with sick leave with the objective of providing full compensation.

SECTION 5.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE

The purpose of the uniform allowance is for the purchase, replacement, maintenance, and cleaning of uniform clothing.

- a. The City shall provide an annual uniform allowance of eight hundred dollars (\$800) for all eligible Police Officers, Senior Police Officers and Police Sergeants
- b. The City will make an up front lump sum payment of the current fiscal year's uniform allowance no later than the second pay day in July.
- c. Upon initial hire the employee will receive a prorated amount based upon the number of days remaining until July 1. The City would at the same time advance the new employee an amount that when added to his initial uniform allowance would equal \$800. The amount advanced upon hire would then be deducted from the employee's first full uniform allowance check, the following July.
- d. When an employee separates from the City, the Uniform Allowance will be prorated based upon the number of days employed in the then current fiscal year and any amounts owed to the City will be deducted from his/her final check.
- e. Uniforms damaged on duty shall be replaced as prorated by the Police Chief. Employees are required to seek reimbursement through the courts with all practical diligence.
- f. The City shall provide Support Services Technicians, Property Evidence Technician, Lead Support Services Technician and Support Services Supervisor with uniforms as needed, in accordance with the Uniform Policy.
- g. The City shall make available to Police Officers, Senior Police Officers and Police Sergeants a bulletproof vest. Employees requesting a vest shall certify that they will wear the vest at all times, except in extreme climatic

conditions. Vests shall be replaced or refurbished each 4 or 5 years as manufacturer's specifications dictate. Employees already owning a vest shall continue to use them until repair or refurbishment becomes necessary, as determined by the Chief of Police.

- h. The following additional safety equipment shall be provided to all Police Officers, Senior Police Officers and Police Sergeants by the City:
 - Service weapon.
 - Baton
 - Duty belt with holster, keeper straps, handcuff case, chemical mace pouch, key ring, baton ring, ammunition pouch, radio holder.
 - Helmet with face shield.
 - Rain garment. The City shall comply with the requirements of CAL/OSHA as it relates to providing rain gear including rain boots.

- i. All city equipment shall be returned to the City upon the employee leaving such service.

SECTION 5.3 PROBATION

The probationary period for newly hired Police Officers Senior Police Officers or Police Sergeants shall be eighteen months. The probationary period for newly hired Support Services Technician or Support Services Lead Technician shall be twelve months. The probationary period for employees promoted to Senior Police Officers or Police Sergeants shall be twelve months. The probationary period for employees promoted to Support Services Lead Technician shall be six months. The City shall have the option of granting a newly hired employee in a miscellaneous classification, regular status at any time after nine (9) months of service.

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:

APA Date APA Date

CITY OF ATASCADERO

Mayor Date City Manager Date

APPROVED AS TO FORM

City Attorney Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ATASCADERO POLICE ASSOCIATION

AND

CITY OF ATASCADERO

JULY 1, 2005 TO JUNE 30, 2007

MEMORANDUM OF UNDERSTANDING

ATASCADERO POLICE ASSOCIATION AND CITY OF ATASCADERO

JULY 1, 2005 THROUGH JUNE 30, 2007

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