



# **CITY OF ATASCADERO CITY COUNCIL**

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## **AGENDA**

**Tuesday, October 23, 2018**

**City Hall Council Chambers, 4th floor  
6500 Palma Avenue, Atascadero, California  
(Entrance on Lewis Ave.)**

**City Council Regular Session:**

**6:00 P.M.**

**REGULAR SESSION – CALL TO ORDER: 6:00 P.M.**

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Fonzi

**ROLL CALL:** Mayor O'Malley  
Mayor Pro Tem Fonzi  
Council Member Bourbeau  
Council Member Moreno  
Council Member Sturtevant

**APPROVAL OF AGENDA:** Roll Call

Recommendation: Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

**PRESENTATIONS:**

1. **Employee Recognition**

**A. CONSENT CALENDAR:** (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

**1. City Council Draft Action Minutes – October 9, 2018**

- Recommendation: Council approve the City Council Draft Action Minutes of the October 9, 2018, City Council meeting. [City Clerk]

**2. 2018-2019 Citywide Salary Schedule and Memorandums of Understanding for Service Employees International Union Local 620, Atascadero Professional Firefighters Local 3600, Mid-Management/Professional Employees Association, and Resolution for Non-Represented Professional and Management Workers and Confidential Employees**

- Fiscal Impact: Changes to the MOUs and Resolution will result in an estimated \$286,000 cost increase for 2018-2019 and an estimated \$505,000 - \$540,000 annually for future years.
- Recommendation: Council:
  1. Approve the Memorandum of Understanding for Service Employees International Union Local 620.
  2. Approve the Memorandum of Understanding for Atascadero Professional Firefighters Local 3600.
  3. Approve the Memorandum of Understanding for, Mid-Management/Professional Employees Association.
  4. Adopt Draft Resolution for Non-Represented Professional and Management Workers and Confidential Employees.
  5. Approve the Salary Schedule for Fiscal Year 2018-2019. [City Manager]

**UPDATES FROM THE CITY MANAGER:** (The City Manager will give an oral report on any current issues of concern to the City Council.)

**COMMUNITY FORUM:** (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at 470-3400, or [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org).)

**B. PUBLIC HEARINGS: None.**

**C. MANAGEMENT REPORTS:**

**1. Procurement for Joy Playground Equipment at Colony Park**

- Fiscal Impact: \$536,709.54
- Recommendation: Council:
  1. Award a contract for \$536,709.54 to PlayCore Wisconsin, Inc. (dba GameTime) to furnish and install playground equipment and rubberized surfacing for the Joy Playground project at Colony Park (City Project No. C2016P01).
  2. Authorize the City Manager to execute a contract for \$565,061 with PlayCore Wisconsin, Inc. (dba GameTime) to furnish and install playground equipment and rubberized surfacing for the Joy Playground project at Colony Park.
  3. Authorize the Director of Public Works to file a Notice of Completion with the County Recorder upon satisfactory completion of the project. [Public Works]

**2. Del Rio Road Commercial Area Specific Plan – Potential Land Uses**

- Fiscal Impact: None.
- Recommendation: Council receive informational report on land use trends and potential land uses for the Del Rio Specific Plan Area and provide input on potential additional scenarios to be analyzed. [Community Development]

**COUNCIL ANNOUNCEMENTS AND REPORTS:** (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

**D. COMMITTEE REPORTS:** (The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor O'Malley

1. City / Schools Committee
2. County Mayors Round Table
3. SLO Council of Governments (SLOCOG)
4. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Fonzi

1. Air Pollution Control District
2. SLO Local Agency Formation Commission (LAFCo)
3. City of Atascadero Design Review Committee
4. Atascadero Basin Ground Water Sustainability Agency (GSA)

Council Member Bourbeau

1. City of Atascadero Design Review Committee
2. Homeless Services Oversight Council
3. City of Atascadero Finance Committee
4. SLO County Water Resources Advisory Committee (WRAC)
5. Integrated Waste Management Authority (IWMA)

Council Member Moreno

1. California Joint Powers Insurance Authority (CJPIA) Board
2. City of Atascadero Finance Committee (Chair)
3. Economic Vitality Corporation, Board of Directors (EVC)

Council Member Sturtevant

1. City / Schools Committee
2. League of California Cities – Council Liaison

**E. INDIVIDUAL DETERMINATION AND / OR ACTION:**

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

**F. ADJOURN**

**Please note:** Should anyone challenge any proposed development entitlement listed on this Agenda in court, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Correspondence submitted at this public hearing will be distributed to the Council and available for review in the City Clerk's office.

I, Amanda Muther, Deputy City Clerk of the City of Atascadero, declare under penalty of perjury that the foregoing agenda for the October 23, 2018 Regular Session of the Atascadero City Council was posted on October 17, 2018, at the Atascadero City Hall, 6500 Palma Avenue, Atascadero, CA 93422 and was available for public review at that location.

Signed this 17th day of October 2018, at Atascadero, California.

Amanda Muther, Deputy City Clerk  
City of Atascadero

## City of Atascadero

### **WELCOME TO THE ATASCADERO CITY COUNCIL MEETING**

The City Council meets in regular session on the second and fourth Tuesday of each month at 6:00 p.m. Council meetings will be held at the City Hall Council Chambers, 6500 Palma Avenue, Atascadero. Matters are considered by the Council in the order of the printed Agenda. Regular Council meetings are televised live, audio recorded and videotaped for future playback. Charter Communication customers may view the meetings on Charter Cable Channel 20 or via the City's website at [www.atascadero.org](http://www.atascadero.org). Meetings are also broadcast on radio station KPRL AM 1230. Contact the City Clerk for more information (470-3400).

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection during City Hall business hours at the Front Counter of City Hall, 6500 Palma Avenue, Atascadero, and on our website, [www.atascadero.org](http://www.atascadero.org). Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are either read into the record or referred to in their statement will be noted in the minutes and available for review in the City Clerk's office.

In compliance with the Americans with Disabilities Act, **if you need special assistance to participate in a City meeting or other services offered by this City**, please contact the City Manager's Office or the City Clerk's Office, both at (805) 470-3400. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

#### **TO SPEAK ON SUBJECTS NOT LISTED ON THE AGENDA**

Under Agenda item, "COMMUNITY FORUM", the Mayor will call for anyone from the audience having business with the Council to approach the lectern and be recognized.

1. Give your name for the record (not required)
2. State the nature of your business.
3. All comments are limited to 3 minutes.
4. All comments should be made to the Mayor and Council.
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present

This is the time items not on the Agenda may be brought to the Council's attention. A maximum of 30 minutes will be allowed for Community Forum (unless changed by the Council). If you wish to use a computer presentation to support your comments, you must notify the City Clerk's office at least 24 hours prior to the meeting. Digital presentations must be brought to the meeting on a USB drive or CD. You are required to submit to the City Clerk a printed copy of your presentation for the record. Please check in with the City Clerk before the meeting begins to announce your presence and turn in the printed copy.

#### **TO SPEAK ON AGENDA ITEMS (from Title 2, Chapter 1 of the Atascadero Municipal Code)**

Members of the audience may speak on any item on the agenda. The Mayor will identify the subject, staff will give their report, and the Council will ask questions of staff. The Mayor will announce when the public comment period is open and will request anyone interested to address the Council regarding the matter being considered to step up to the lectern. If you wish to speak for, against or comment in any way:

1. You must approach the lectern and be recognized by the Mayor
2. Give your name (not required)
3. Make your statement
4. All comments should be made to the Mayor and Council
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present
6. All comments limited to 3 minutes

The Mayor will announce when the public comment period is closed, and thereafter, no further public comments will be heard by the Council.



# CITY OF ATASCADERO CITY COUNCIL

## DRAFT MINUTES

Tuesday, October 9, 2018

City Hall Council Chambers, 4th floor  
6500 Palma Avenue, Atascadero, California  
(Entrance on Lewis Ave.)

<b><u>City Council Closed Session:</u></b>	<b>5:00 P.M.</b>
<b><u>City Council Regular Session:</u></b>	<b>6:00 P.M.</b>

### CITY COUNCIL CLOSED SESSION:

Mayor O'Malley announced at 5:02 p.m. that the Council is going into Closed Session.

1. **CLOSED SESSION -- PUBLIC COMMENT – None**
2. **COUNCIL LEAVES CHAMBERS TO BEGIN CLOSED SESSION**
3. **CLOSED SESSION -- CALL TO ORDER**
  - a. **Conference with Labor Negotiators** (Govt. Code Sec. 54957.6)  
Agency designated representatives: Rachelle Rickard, City Manager  
Employee Organizations: Atascadero Professional Firefighters, Local 3600; Atascadero Police Association; Service Employees International Union, Local 620; Mid-Management/Professional Employees; Non-Represented Professional and Management Workers and Confidential Employees
  - b. **Conference with Legal Counsel - Anticipated Litigation**  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (One potential case)
4. **CLOSED SESSION -- ADJOURNMENT**
5. **COUNCIL RETURNS TO CHAMBERS**

## 6. CLOSED SESSION – REPORT

The City Attorney reported that there was no reportable action.

### REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

Mayor O'Malley called the meeting to order at 6:02 p.m. and citizens Rohan and Aela Harms led the Pledge of Allegiance.

### ROLL CALL:

Present: Council Members Bourbeau, Moreno, Sturtevant, Mayor Pro Tem Fonzi and Mayor O'Malley

Absent: None

Staff Present: City Manager Rachelle Rickard, Public Works Director Nick DeBar, Public Works Deputy Director Ryan Hayes, Police Chief Jerel Haley, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Fire Chief Casey Bryson, City Attorney Brian Pierik, and Deputy City Clerk Marcia Torgerson

### APPROVAL OF AGENDA:

Recommendation: Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

**MOTION: By Council Member Sturtevant and seconded by Mayor Pro Tem Fonzi to:**

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

***Motion passed 5:0 by a roll-call vote.***

### PRESENTATIONS:

#### 1. Proclamation proclaiming October 7-13, 2018 as Fire Prevention Week

Council Member Moreno read the Proclamation and the Council presented it to Seasonal Firefighter Nick Ducass, Fire Engineer Brian Westerman, Fire Fighter Kyle Nakazawa, and Fire Engineer Chris Robinson.

**2. Proclamation proclaiming October 2018 Domestic Violence Awareness Month**

Council Member Sturtevant read the Proclamation and the Council presented it to Sophie Marsh, RISE Outreach and Events Manager.

**A. CONSENT CALENDAR:**

**1. City Council Draft Action Minutes – September 25, 2018**

- Recommendation: Council approve the City Council Draft Action Minutes of the September 25, 2018, City Council meeting. [City Clerk]

**2. Measure F-14 2018 Pavement Rehabilitation Project Design Engineering Services Contract**

- Fiscal Impact: \$167,739.00
- Recommendation: Council authorize the City Manager to execute a contract for \$167,739 with Wallace Group to provide design engineering services for the Measure F-14 2019 Pavement Rehabilitation Project (Project No. C2018R01). [Public Works]

**3. Memorandum of Understanding Atascadero Police Association**

- Fiscal Impact: Changes to the APOA MOU will result in an estimated \$96,000 cost increase for 2018-2019 and an estimated \$194,000 - \$210,000 annually for future years.
- Recommendation: Council approve the Memorandum of Understanding for the Atascadero Police Association. [City Manager]

**PUBLIC COMMENT:**

The following citizens spoke on this item: None.

***Mayor O'Malley closed the Public Comment period.***

**MOTION:** By Council Member Moreno and seconded by Mayor Pro Tem Fonzi to approve the Consent Calendar. (A2: Contract No. 2018-010) (A3: Contract No. 2018-011)  
***Motion passed 5:0 by a roll-call vote.***

**UPDATES FROM THE CITY MANAGER:**

City Manager Rachelle Rickard gave an update on community events, projects and issues within the City.

**COMMUNITY FORUM:**

The following citizens spoke during Community Forum: None.

***Mayor O'Malley closed the COMMUNITY FORUM period.***



**B. PUBLIC HEARINGS: None**

**C. MANAGEMENT REPORTS:**

**1. Review of Weed Abatement Fees**

- Fiscal Impact: None.
- Recommendation: Council provide staff direction on the structure of weed abatement fees. [Fire Department]

Fire Chief Bryson and City Manager Rickard gave the staff report and answered questions from the Council.

**PUBLIC COMMENT:**

The following citizens spoke on this item: None.

**MOTION: By Mayor Pro Tem Fonzi and seconded by Council Member Moreno to direct staff to use the hybrid scenario H2, listed in the staff report, as the structure of weed abatement fees.  
*Motion passed 5:0 by a roll-call vote.***

**2. 2017-2018 Storm Water Annual Permit Report and Trash Amendment Update**

- Fiscal Impact: The MS4 General Permit requirements are an unfunded mandate and at this time significant staff time is expended to implement the program and comply with permit requirements.
- Recommendation: Council receive and file the 2017-2018 Storm Water Annual Permit Report and Trash Amendment Update. [Public Works]

Deputy Public Works Director Hayes gave the staff report and answered questions from the Council.

**PUBLIC COMMENT:**

The following citizens spoke on this item: Susan Funk.

***Mayor O'Malley closed the Public Comment Period.***

**The Council received and filed this report.**

**COUNCIL ANNOUNCEMENTS AND REPORTS: None**

**D. COMMITTEE REPORTS:**

1. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Fonzi

1. Atascadero Basin Ground Water Sustainability Agency (GSA)

Council Member Bourbeau

1. Homeless Services Oversight Council

**E. INDIVIDUAL DETERMINATION AND / OR ACTION: None**

**F. ADJOURN**

**Mayor O'Malley adjourned the meeting at 7:47 p.m.**

**MINUTES PREPARED BY:**

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Marcia Torgerson  
Deputy City Clerk

**APPROVED:**



# ***Atascadero City Council***

## ***Staff Report - City Manager's Office***

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### **2018-2019 Citywide Salary Schedule and Memorandums of Understanding for Service Employees International Union Local 620, Atascadero Professional Firefighters Local 3600, Mid-Management/Professional Employees Association, and Resolution for Non-Represented Professional and Management Workers and Confidential Employees**

#### **RECOMMENDATIONS:**

Council:

1. Approve the Memorandum of Understanding for Service Employees International Union Local 620.
2. Approve the Memorandum of Understanding for Atascadero Professional Firefighters Local 3600.
3. Approve the Memorandum of Understanding for, Mid-Management/Professional Employees Association.
4. Adopt Draft Resolution for Non-Represented Professional and Management Workers and Confidential Employees.
5. Approve the Salary Schedule for Fiscal Year 2018-2019.

#### **DISCUSSION:**

The City of Atascadero has a total of five employee bargaining units. Agreements for all of the bargaining units ended on June 30, 2018. The five bargaining units include the Atascadero Police Officers Association (APOA), the Atascadero Professional Firefighters Association (APFA), the Mid-Management/Professional Employees Association (MMPEA), the Service Employees International Union Local 620 (SEIU), as well as the Resolution for Non-Represented Professional and Management Workers and Confidential Employees (Non-represented).

MOUs are agreements between the City and the employee associations that set specific language regarding wages, benefits, and working conditions. Staffing is one of the Council priority areas and it is critical that the City retain the employees who do a great job day in and day out. Because of funding challenges, the City of Atascadero remains behind the county-wide average for compensation. The City of Atascadero has a loyal and dedicated group of employees but the City must remain competitive to attract and retain employees. The City of Atascadero is a service organization with 72% of the general fund revenue dedicated to employee services. It is through the employees that we provide services and meet community needs.

The MOU with the Atascadero Police Association (APOA) was approved by the City Council at the October 9, 2018 meeting. The APOA Memorandum of Understanding provided similar increases to those proposed for the other four bargaining units.

Negotiations with SEIU, APFA, MMPEA and Non-Represented employees have concluded. While each bargaining unit negotiated for slightly different terms, each of the proposed MOUs provides total cost increases that are equivalent to approximately a 3.5% raise in 2018-2019, and a 2.5% raise in 2019-2020. Below are the changes to each of the MOU's

Fire:

- Two Year Agreement
- Effective July 1, 2018:
  - All Employees covered by the MOU shall receive a 2.8% salary increase; and
  - Incentive pay of 2% will be given to up to one position assigned Fire Equipment Operator duty, and up to 4 positions assigned Officer in Charge Duty; and
  - Change in health insurance language to be more consistent with language in other bargaining unit's MOUs.
- Effective June 22, 2019 (Date for CalPERS changes):
  - All Employees covered by the MOU shall receive a 4.05% salary increase; and
  - Employees will begin paying an additional 3% of salary towards the City's CalPERS retirement costs (Tier 1 and Tier 2 employees only)

SEIU:

- Three Year Agreement
- Effective July 1, 2018:
  - All Employees covered by the MOU shall receive a 3.25% salary increase; and
  - Stand-by pay will increase from \$35 per day to \$42 per day
- Effective July 1, 2019:
  - All Employees covered by the MOU shall receive a 2.5% salary increase;
- Negotiations for any potential salary changes in the third year of the contract will be re-opened in the spring of 2020.

Mid- Management and Non-Represented Employees:

- Two Year Agreement
- Effective July 1, 2018:
  - All Employees covered by the MOU shall receive a 3.5% salary increase;
- Effective July 1, 2019:
  - All Employees covered by the MOU shall receive a 2.5% salary increase;

CalPERS requires the City to adopt a current salary schedule. The attached salary schedule reflects the changes proposed in the MOUs being considered tonight, along with changes from the APOA MOU adopted at the last meeting.

**FISCAL IMPACT:**

Changes to the MOUs and Resolution will result in an estimated \$286,000 cost increase for 2018-2019 and an estimated \$505,000 - \$540,000 annually for future years.

**ATTACHMENTS:**

1. Memorandum of Understanding for Service Employees International Union Local 620
2. Memorandum of Understanding for Atascadero Professional Firefighters Local 3600
3. Memorandum of Understanding for Mid Management/ Professional Employees
4. Draft Resolution for Non-Represented Professional and Management Workers and Confidential Employees
5. 2018-2019 Citywide Salary Schedule

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**LOCAL 620 SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**ATASCADERO CHAPTER**

**AND**

**CITY OF ATASCADERO**

**July 1, ~~2017-2018~~ thru June 30, ~~2018~~2021**

**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 Local 620 Service Employees International Union Atascadero Chapter, hereinafter referred to as the “Union” 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 Union 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 Union as the recognized and exclusive representative for the following classifications:

- |  |   |  |
|--|---|--|
| • Account Clerk I                      | • Inspector                                   | • Senior Technical Support Specialist              |
| • Account Clerk II                     | • <del>Lead Zookeeper</del>                   | • <del>Senior Zookeeper</del>                      |
| • Administrative Assistant             | • <del>Maintenance Leadworker</del>           | • Systems Administrator III                        |
| • <del>Administrative Secretary</del>  | • Maintenance Worker I                        | • <del>Technical Trainer II</del>                  |
| • Administrative Support Assistant     | • Maintenance Worker II                       | • <del>Technical Support Specialist</del>          |
| • Assistant Planner                    | • <del>Maintenance Worker II</del>            | • WWTP Operator I                                  |
| • Associate Planner                    | • Pesticide Applicator                        | • WWTP Operator II                                 |
| • Building Inspector I                 | • Office Assistant I                          | • WWTP Operator III                                |
| • Building Inspector II                | • <del>Office Assistant II</del>              | • WWTP Operator in Training                        |
| • Building Maintenance Specialist      | • Office Assistant III                        | • Zoo Education Curator                            |
| • <del>_____</del>                     | • Public Works Inspector                      | • <del>Zoo Facilities Maintenance Technician</del> |
| • <del>Bldg Insp/Plans Examiner</del>  | • Recreation Coordinator                      | • Zookeeper I                                      |
| • <del>Central Receptionist</del>      | • <del>Registered Veterinary Technician</del> | • Zookeeper II                                     |
| • <del>Engineering Technician I</del>  | • <del>Registered Veterinary Technician</del> |  |
| • <del>Engineering Technician II</del> | • Senior Building Maintenance Specialist      |  |
| • Finance Technician                   | • Senior Maintenance Worker                   |  |
| • <del>GIS Analyst I</del>             | • <del>Senior Planner</del>                   |  |

b. This recognition is exclusive of management employees, confidential employees and temporary employees.

c. The City agrees to meet and confer and otherwise deal exclusively with the Union on all

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

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 Union 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 Union 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 Union. 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 Union.



ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

## 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 Union 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 Union 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 Union reserves its rights to take any lawful action deemed necessary.

## ARTICLE II - RESPECTIVE RIGHTS

### SECTION 2.1 UNION RIGHTS

The Union 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 each work site for employees covered by this MOU.
- 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 Union 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 Union and their officially

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

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.

- f. The City will give reasonable notice to the Union if it intends to contract out the functions currently performed by employees within the Unit. Upon request, the City will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this Section shall be construed to limit the rights of the City Council to contract out work in its sole discretion.
- g. Maintenance of Membership  
All regular unit employees who on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however to the right to resign from membership between March 1 – 15 of each calendar year.

~~The City will not honor cancellations of dues deductions for employees covered by this Agreement during the term of the MOU except during the window period specified above.~~ Any Union member may exercise his/her right to resign by submitting a notice in writing to the Union and to the City during the resignation period. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union members.

h. Dues Deductions Agency Shop/Fair Share

The Union will maintain records of employee authorizations for dues deductions. The Union will provide the City with information regarding the amount of dues deductions and the list of Union members who have affirmatively consented to or authorized dues deductions. The City shall not request the Union to provide a copy of any member's authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union members. The Union is responsible for providing the City with timely information regarding changes to Union members' dues deductions.

The Union agrees to indemnify, defend, and hold harmless the City, including its officers, representatives, and agents, against any and all cost or liability arising from any claims, demands, or other actions relating to the City's compliance with or application of provisions of this Article.

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

~~The City shall notify the union when employees are newly assigned into the unit. The notice shall include the employee's name, Department and division and the date of entry into the unit. Employees transferred or hired into the unit subsequent to the effective date of an Agency Shop/Fair Share approval shall have thirty days from the date of their entry into the unit to comply with its terms.~~

~~Unless a unit employee has: a) voluntarily submitted to the City an effective dues deduction request; b) individually made direct financial arrangements satisfactory to the Union as evidenced by notice of the same from the Union to the City; or c) qualified for exemption upon religious grounds as provided below, upon notice from the Union the City shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.~~

~~The amount of the fee to be charged shall be determined by the union subject to applicable law; and shall therefore not exceed the normal periodic membership dues, initiation fees, and general assessments applicable to union members.~~

~~As to "core" fee payers, the agency fee charged shall not reflect expenditures which the Courts have determined to be non chargeable. The union shall comply with applicable law regarding disclosure and allocation of its expenses and notice to employees of their right to object and pay only the "core fee".~~

~~The Union shall make available an administrative appeals procedure to unit employees who object to the calculation of the "core fee". Such procedure shall provide for an impartial decision by a representative of the State Mediation & Conciliation Service (SMCS). Such appeals may be consolidated and shall be heard not less often than once per year. A copy of such procedure shall be made available upon request by the Union to unit employees.~~

~~The City shall promptly remit to the Union all monies deducted under this Article, accompanied by a list of employees for whom such deductions have been made. The City shall make every reasonable effort to distribute to each new employee in the unit a letter, supplied by the union, which describes the agency fee obligation.~~

~~Any of the above described payment obligations shall be processed by the City in the usual and customary manner and time frames utilized for dues deductions.~~

~~Employees on an unpaid leave of absence or temporarily assigned out of the unit for an entire pay period or more shall have agency shop fees suspended. Fee deductions shall have the same priority as dues deductions in the current hierarch for partially compensated pay periods.~~

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

~~Religious Exemption from Agency Fee Obligations~~

- ~~a. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non religious, non-labor charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, as designated by the employee from a list provided by the Union showing authorized deduction agencies as agreed upon between the City and the Union.~~
- ~~b. To qualify for the religious exemption the employee must provide to the Union, with a copy to the City, a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The Union will implement the change in status within thirty days or alternatively, notify the employee and the City that the requested exemption is not valid.~~

**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. Union agrees that under no circumstances will the Union 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

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

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 Union or by any member of the bargaining unit, the Union 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 Union promptly and in good faith performs the obligations of this paragraph, and providing the Union has not otherwise authorized, permitted or encouraged such work stoppage, the Union 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.

#### **SECTION 2.4 RESPECTIVE RIGHTS**

The parties agree that during the term of this agreement, upon a request by either party, they shall reopen negotiations on changes to the Personnel Rules and Regulations. Provided, however, that the City shall not modify the Personnel Rules and Regulations subject to meet and confer without mutual agreement.

### **ARTICLE III - - HOURS OF WORK AND OVERTIME**

#### **SECTION 3.1 HOURS OF WORK**

- a. Work Period

The normal work period shall be seven (7) days with a maximum non-overtime of forty (40) hours.

- b. Shift Change Notification

The City shall give employees reasonable, but at a minimum, a 72-hour notice of routine shift changes. Emergency shift changes shall be made on an as needed basis.

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

c. Rest Periods

The City feels that rest periods are important for employees to take care of personal business, use facilities and for their general well-being. Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Insofar as practical rest period shall be in the middle of each work period. Rest periods should not be used in conjunction with meal periods, nor should rest periods be taken during the employee's first or last hour of work. In the uncommon event that an employee feels that they will be unable to take one of the fifteen minute rest periods due to the type of work being performed, the employee's supervisor may approve the employee taking one fifteen minute rest period in conjunction with the meal period. The employee must request supervisor approval in advance.

Any employee required to work more than sixteen (16) hours within a twenty-four hour period shall be entitled to an eight hour rest period prior to returning to work. If any portion of the eight-hour rest period occurs during the employees' regularly scheduled work hours, the employee shall receive normal compensation for that time. This section shall not apply in the case of emergencies.

d. Missed Rest Periods and Mealtime

Regular fifteen-minute 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.

**SECTION 3.2 OVERTIME**

a. Rate

Overtime, shall be compensated at the rate of time and one-half the 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

Overtime shall be paid after forty (40) hours worked in a work period. Paid time off shall be considered time worked for overtime purposes.

c. Compensatory Time (CT)

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

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 City and the employee. Employees may accumulate a maximum of one hundred and twenty (120) 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.

**SECTION 3.3 CALLBACK PAY**

Employees who are called to duty at a time they are not working, and not on standby duty, 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 ~~thirty five~~ Forty-two dollars (~~\$3542~~.00) for each day of standby duty.

b. Call-out While on Stand-by

Employees who are called to duty at a time they are not working shall be compensated a minimum of one hour and twenty minutes at time and one-half pay. Employees working in excess of one hour and twenty minutes once called back shall receive time and one-half pay for all hours worked.

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

### SECTION 3.5 PATCHING/PAVING WORK

The City shall make a reasonable attempt to schedule patching work during days/times when temperatures are not expected to exceed 100 degrees. It is mutually understood that employees working with paving contractors must adhere to the contractors' work schedules.

## ARTICLE IV - PAY PROVISIONS

### SECTION 4.1 SALARY

This three (3) year agreement shall provide salary increases according to the following formula and schedule:

Year 1- Effective July 1, 2018, all employees covered under this MOU shall receive a 3.25% (three point two five percent) salary increase. The following monthly salaries are effective July 1, 2018:



ITEM NUMBER: A-2  
 DATE: 10/23/18  
 ATTACHMENT: 1

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk I	-2,900.03	-3,045.03	-3,197.28	-3,357.14	-3,525.00
Account Clerk II	-3,197.28	-3,357.14	-3,525.00	-3,701.25	-3,886.31
Administrative Assistant	-3,983.47	-4,182.64	-4,391.77	-4,611.36	-4,841.93
Administrative Secretary	-3,357.14	-3,525.00	-3,701.25	-3,886.31	-4,080.63
Administrative Support Assistant	-3,357.14	-3,525.00	-3,701.25	-3,886.31	-4,080.63
Assistant Planner	-4,391.77	-4,611.36	-4,841.93	-5,084.03	-5,338.23
Associate Planner	-5,084.03	-5,338.23	-5,605.14	-5,885.40	-6,179.67
Bldg Inspector / Plans Examiner	-4,723.83	-4,960.02	-5,208.02	-5,468.42	-5,741.84
Building Inspector I	-4,182.64	-4,391.77	-4,611.36	-4,841.93	-5,084.03
Building Inspector II	-4,611.36	-4,841.93	-5,084.03	-5,338.23	-5,605.14
Building Maintenance Specialist	-3,357.14	-3,525.00	-3,701.25	-3,886.31	-4,080.63
Central Receptionist	-3,197.28	-3,357.14	-3,525.00	-3,701.25	-3,886.31
Engineering Technician I	-3,357.14	-3,525.00	-3,701.25	-3,886.31	-4,080.63
Engineering Technician II	-3,793.78	-3,983.47	-4,182.64	-4,391.77	-4,611.36
Finance Technician	-3,983.47	-4,182.64	-4,391.77	-4,611.36	-4,841.93
GIS Analyst I	-4,498.89	-4,723.83	-4,960.02	-5,208.02	-5,468.42
Inspector	-4,182.64	-4,391.77	-4,611.36	-4,841.93	-5,084.03
Maintenance Lead Worker	-4,391.77	-4,611.36	-4,841.93	-5,084.03	-5,338.23
Maintenance Worker I	-2,972.52	-3,121.15	-3,277.21	-3,441.07	-3,613.12
Maintenance Worker II	-3,357.14	-3,525.00	-3,701.25	-3,886.31	-4,080.63
Maintenance Worker II - Pesticide Appl.	-3,525.00	-3,701.25	-3,886.31	-4,080.63	-4,284.66
Office Assistant I	-2,761.93	-2,900.03	-3,045.03	-3,197.28	-3,357.14
Office Assistant II	-3,045.03	-3,197.28	-3,357.14	-3,525.00	-3,701.25
Office Assistant III	-3,197.28	-3,357.14	-3,525.00	-3,701.25	-3,886.31
Public Works Inspector	-4,391.77	-4,611.36	-4,841.93	-5,084.03	-5,338.23
Recreation Coordinator	-3,793.78	-3,983.47	-4,182.64	-4,391.77	-4,611.36
Registered Veterinary Technician	-3,277.21	-3,441.07	-3,613.12	-3,793.78	-3,983.47
Senior Building Maintenance Specialist	-3,793.78	-3,983.47	-4,182.64	-4,391.77	-4,611.36
Senior Maintenance Worker	-3,793.78	-3,983.47	-4,182.64	-4,391.77	-4,611.36
Senior Planner	-5,605.14	-5,885.40	-6,179.67	-6,488.65	-6,813.08
Senior Technical Support Specialist	-4,391.77	-4,611.36	-4,841.93	-5,084.03	-5,338.23
Senior Zookeeper	-3,886.31	-4,080.63	-4,284.66	-4,498.89	-4,723.83
Systems Administrator III	-5,605.14	-5,885.40	-6,179.67	-6,488.65	-6,813.08
Technical Support Specialist	-3,441.07	-3,613.12	-3,793.78	-3,983.47	-4,182.64
Technical Trainer II	-3,983.47	-4,182.64	-4,391.77	-4,611.36	-4,841.93
WWTP Operator I	-3,613.12	-3,793.78	-3,983.47	-4,182.64	-4,391.77
WWTP Operator II	-3,983.47	-4,182.64	-4,391.77	-4,611.36	-4,841.93
WWTP Operator III	-4,391.77	-4,611.36	-4,841.93	-5,084.03	-5,338.23
WWTP Operator in Training	-3,197.28	-3,357.14	-3,525.00	-3,701.25	-3,886.31
Zoo Education Curator	-3,045.03	-3,197.28	-3,357.14	-3,525.00	-3,701.25
Zoo Facilities Maintenance Tech.	-2,972.52	-3,121.15	-3,277.21	-3,441.07	-3,613.12
Zookeeper I	-2,972.52	-3,121.15	-3,277.21	-3,441.07	-3,613.12
Zookeeper II	-3,357.14	-3,525.00	-3,701.25	-3,886.31	-4,080.63

Field Code Changed

ITEM NUMBER: A-2  
 DATE: 10/23/18  
 ATTACHMENT: 1

**MONTHLY SALARY**  
 Effective July 1, 2018

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk I	\$ 2,994.27	\$ 3,143.98	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55
Account Clerk II	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61
Administrative Assistant	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31
Administrative Support Assistant	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24
Assistant Planner	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
Associate Planner	\$ 5,249.28	\$ 5,511.74	\$ 5,787.33	\$ 6,076.70	\$ 6,380.54
Building Inspector I	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28
Building Inspector II	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74	\$ 5,787.33
Building Maintenance Specialist	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24
Finance Technician	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31
Inspector	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28
Lead Zookeeper	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24	\$ 4,423.90	\$ 4,645.10
Maintenance Worker I	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56
Maintenance Worker II	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24
Office Assistant I	\$ 2,851.69	\$ 2,994.27	\$ 3,143.98	\$ 3,301.18	\$ 3,466.24
Office Assistant III	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61
Public Works Inspector	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
Recreation Coordinator	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Senior Building Maintenance Specialist	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Senior Maintenance Worker	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Senior Technical Support Specialist	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
Systems Administrator III	\$ 5,787.33	\$ 6,076.70	\$ 6,380.54	\$ 6,699.57	\$ 7,034.55
WWTP Operator I	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52
WWTP Operator II	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31
WWTP Operator III	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
WWTP Operator in Training	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61
Zoo Education Curator	\$ 3,143.98	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53
Zookeeper I	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56
Zookeeper II	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24

Year 2- Effective July 1, 2019, all positions covered under this MOU shall receive a 2.5% (two point five percent) salary increase. The following monthly salaries become effective July 1, 2019.

ITEM NUMBER: A-2  
 DATE: 10/23/18  
 ATTACHMENT: 1

**MONTHLY SALARY**  
 Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk I	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56
Account Clerk II	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94
Administrative Assistant	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
Administrative Support Assistant	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59
Assistant Planner	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
Associate Planner	\$ 5,380.48	\$ 5,649.50	\$ 5,931.98	\$ 6,228.58	\$ 6,540.01
Building Inspector I	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48
Building Inspector II	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50	\$ 5,931.98
Building Maintenance Specialist	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59
Finance Technician	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
Inspector	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48
Lead Zookeeper	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Maintenance Worker I	\$ 3,145.85	\$ 3,303.14	\$ 3,468.30	\$ 3,641.72	\$ 3,823.81
Maintenance Worker II	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59
Office Assistant I	\$ 2,922.98	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91
Office Assistant III	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94
Public Works Inspector	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
Recreation Coordinator	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26
Senior Building Maintenance Specialist	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26
Senior Maintenance Worker	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26
Senior Technical Support Specialist	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
Systems Administrator III	\$ 5,931.98	\$ 6,228.58	\$ 6,540.01	\$ 6,867.01	\$ 7,210.36
WWTP Operator I	\$ 3,823.81	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87
WWTP Operator II	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
WWTP Operator III	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
WWTP Operator in Training	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94
Zoo Education Curator	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09
Zookeeper I	\$ 3,145.85	\$ 3,303.14	\$ 3,468.30	\$ 3,641.72	\$ 3,823.81
Zookeeper II	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59

Year 3- The parties agree that they will reopen the MOU regarding salary in the third year of the agreement. It is the intent of the parties that re-opening on any issue other than salary will be by mutual agreement only.

- a. Movement between steps shall be at twelve-month intervals and subject to satisfactory performance. The initial step movement after hiring, however, shall be after twelve months or after completion of probation, whichever occurs later. Employees may receive step increases at a period of less than twelve (12) months upon recommendation of the department head and approval of the City Manager.

The City is committed to providing evaluations and step increases in a timely manner. At the request of designated Union representatives, but not more than monthly, designated

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

Union representatives shall be provided a list of evaluations that are more than 30 days overdue for those employees that are eligible for a step increase. It is understood that Union representatives will be contacting the supervisor or department head of employees on the list, urging the supervisor to make the evaluation a priority.

~~a-b.~~ An employee who is promoted shall receive a salary increase of at least one step (5%). Therefore, the employee shall be placed on step "A", or that step which produces at least a one step salary increase.

~~b-c.~~ The parties agree that the salary survey jurisdictions for unit classifications under this M.O.U. shall be the cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo.

#### ~~SECTION 4.2 ONE-TIME LUMP-SUM PAYMENT~~

~~Effective July 1, 2017, employees shall be provided a one-time only, lump sum payment of \$3,000. Such payment is non-performance based and is not reportable to CalPERS.~~

~~Only employees who are employed on July 1, 2017 in a position covered by this MOU shall be eligible for the lump sum payment.~~

~~The lump payment shall be paid out to the employee no later than the pay date following the first full pay period after the MOU ratification date.~~

#### ~~SECTION 4.23 EDUCATION INCENTIVE PAY~~

~~Employees shall be reimbursed up to \$1,600.00 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.~~

#### ~~SECTION 4.34 RETIREMENT~~

~~a. Employees are provided retirement benefits through the California Public Employees Retirement System (CalPERS).~~

##### TIER 1

~~Miscellaneous Member employees covered under this MOU who were hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will~~

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

pay 3.3% (three point three percent) of the Miscellaneous Member employee contribution of 8% (eight percent). Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

TIER 2

Miscellaneous Member employees covered under this MOU who were hired between July 14, 2012 and December 31, 2012, and Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 2.3% (two point three percent) of the Miscellaneous Member employee contribution of 7% (seven percent). Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Miscellaneous Member employees covered under this MOU who were hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. Employee contributions shall be contributed to CalPERS on a pre-tax basis.
- c. The City began pays and reports the value of Employer Paid Member Contributions (EPMC) for Tier 1 employees and Tier 2 employees as described in Resolution No. 2003-058.

**SECTION 4.45 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

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

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). Checks will be prepared by December 15 of each year.
  3. In the event an employee covered by this agreement donates up to 12 days of sick leave in any one year, to the Employee Sick Leave Bank, it shall not count against the 48 days accumulation for eligibility to receive the incentive payoff for that year.
- c. An employee may use in any calendar year accrued sick leave, up to the amount earned during twelve (12) months employment, to attend to the illness of the following family members:
1. The employee's child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis).
  2. The employee's parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian).
  3. The employee's spouse or domestic partner.

If the employee is performing satisfactorily and the employee's workload would not be negatively impacted, the Department Head may approve additional time off, up to the amount earned during three (3) months of employment, for Family Care.

Family Care leave may also qualify for protection under the FMLA and/or CFRA, and any Family Care leave granted under this section shall run concurrently with FMLA and/or CFRA leave. FMLA/CFRA leave is addressed in a separate City policy.

#### SECTION 4.56 VACATION LEAVE

- a. Paid vacation leave accrues from the date of hire on a bi-weekly basis and increases after completion of the required years of service as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>
Less than 3 years	10 days/yr or 3.08 hrs/pp
3 years completed	12 days/yr or 3.69 hrs/pp

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

5 years completed	14 days/yr or 4.31 hrs/pp
7 years completed	16 days/yr or 4.92 hrs/pp
9 years completed	18 days/yr or 5.54 hrs/pp
11 years completed	20 days/yr or 6.15 hrs/pp
15 years completed	22 days/yr or 6.77 hrs/pp
20 years completed	24 days/yr or 7.385 hrs/pp

The above schedule is based on full-time employment. Regular part-time employees shall receive vacation accrual on a pro-rated basis.

- b. Employees shall be entitled to vacation leave consistent with the City of Atascadero Personnel System Rules.
- c. It is agreed and understood that the taking of vacation shall be as scheduled by the Department Head subject to the needs of the City.

#### SECTION 4.67 HOLIDAYS

The City shall recognize the following days as official City holidays.

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
"Floating" Holiday	Off As Scheduled; Accrues January 1

- a. Each unit member employed by the City as of January 1st of each year shall be eligible for one floating holiday (8 hours). Floating holidays must have prior department approval and shall be consistent with the efficient operation of the department. The floating holiday may be used between January 1 and December 31 of each year.
- b. All employees who are covered under this contract and are required by their supervisor to work on a City holiday shall be paid time and one-half 1½ their base hourly rate for the hours worked on the holiday, plus compensation for the holiday.

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

**SECTION 4.78 BEREAVEMENT LEAVE**

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes.

If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

**SECTION 4.89 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 4.10-9 PERSONAL LEAVE**



ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

In any calendar year an employee can use up to two days (16 hours) of time for personal leave reasons without explanation. These hours shall come out of the employee's sick leave accrual bank. The employee will be charged for only the time used up to the maximum allowable of 16 hours in a calendar year. These hours are not intended as vacation days and may not be used to extend vacation or holiday time off.

#### SECTION 4.11-10 WORK SHOES

The City shall contribute Two Hundred (\$200.00) Dollars per fiscal year for the purchase of appropriate footwear to employees in the following positions:

- Senior Building Maintenance Specialist
- Building Maintenance Specialist
- Building Inspector I & II
- ~~Building Inspector/Plans Examiner~~
- Public Works Inspector
- Inspector
- ~~Maintenance Leadworker~~
- Maintenance Worker I & II
- Senior Maintenance Worker
- ~~Registered Veterinary Technician~~
- ~~Lead Senior~~ Zookeeper
- WWTP Operator I, II, III
- WWTP Operator-in-Training
- ~~Zoo Facilities Maintenance Technician~~ Zoo Education Curator
- Zookeeper I & II

Proof of purchase is required. Once purchased, such appropriate footwear must be worn while working.

#### SECTION 4.112 SAFETY GLASSES

The City shall provide safety glasses and safety prescription glasses, in compliance with OSHA standards, for those employees required to wear them. Maximum reimbursement shall be \$250.00. As approved by the Department Head, the City shall replace prescription glasses as needed due to prescription changes or if the glasses are damaged while being used in the course of duties. If the glasses are damaged due to the negligence of the employee, he/she shall be required to pay the replacement cost. The employee is responsible for obtaining necessary prescriptions.

**SECTION 4.1~~23~~ CERTIFICATION**

The City shall continue its practice of providing reasonable work time and payment for obtaining/maintaining job-related certifications. Travel expenses will be paid pursuant to Section VII of the City's Purchasing Policy. Prior Department Head approval is required.

**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 an amount not to exceed ~~\$1,669.71~~\$1,764.21 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. 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 an amount not to exceed ~~\$1,229.99~~\$1,303.32 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. 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.
- c. For unit members who elect to have "Employee Only" coverage, the City shall pay an amount not to exceed ~~\$893.71~~\$940.91 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.

For unit members who elect to have "Employee Only" coverage, 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 \$240.56 per month.

- d. The City shall provide term life insurance coverage for each employee in a total amount of fifty thousand (\$50,000).
- e. The City shall provide a term life insurance policy for each eligible dependent enrolled in

ITEM NUMBER: A-2  
DATE: 10/23/18  
ATTACHMENT: 1

health coverage in a total amount of one thousand (\$1,000) dollars 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.
- h. State Disability Insurance – The City shall provide State Disability Insurance as a payroll deduction for each employee covered under this agreement. State Disability Insurance shall be integrated with sick leave with the objective of providing full compensation.

**SECTION 5.2 UNIFORMS**

The City shall provide uniforms to Unit employees and replace them on an as needed basis, for those employees required to wear uniforms. Jackets will be included as part of the uniform provided.

**SECTION 5.3 PROBATION**

The probationary period for newly hired employees shall be twelve months. The probationary period for employees promoted to a higher classification shall be six months in the new classification. The City shall have the option of granting a newly hired employee 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, 201~~8~~<sup>7</sup> and expires June 30, ~~2018~~<sup>2021</sup>.

**SECTION 6.2 JOINT COMMITMENT TO FAIR AND REASONABLE CHANGES TO THE CALPERS SYSTEM**

**ITEM NUMBER:** A-2  
**DATE:** 10/23/18  
**ATTACHMENT:** 1

The interests of the City and the SEIU are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and SEIU hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other potential collaborative efforts as they arise.

**SECTION 6.3 SIGNATURES**

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

_____	_____	_____	_____
SEIU	Date	SEIU	Date
_____	_____	_____	_____
SEIU	Date	SEIU	Date
_____	_____	_____	_____
SEIU	Date	SEIU	Date
<b>CITY OF ATASCADERO</b>			
_____	_____	_____	_____
Mayor	Date	City Manager	Date

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**ATASCADERO PROFESSIONAL FIREFIGHTERS**  
**LOCAL 3600**

**AND**

**CITY OF ATASCADERO**

**JULY 1, 20187 – June 30, 202018**

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 Professional Firefighters Local 3600, 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 positions:

Firefighter Classification

- Firefighter
- Firefighter/Paramedic
- Firefighter/HazMat Specialist
- ~~Firefighter/Paramedic/HazMat Specialist~~
- ~~Firefighter/FEO~~
- ~~Firefighter/FEO/HazMat Specialist~~
- ~~Firefighter/FEO/Paramedic~~
- ~~Firefighter/FEO/Paramedic/HazMat Specialist~~

Fire Engineer Classification

- Fire Engineer
- Fire Engineer/Paramedic
- Fire Engineer/HazMat Specialist
- ~~Fire Engineer/Paramedic/HazMat Specialist~~
- ~~Fire Engineer/OIC~~
- ~~Fire Engineer/OIC/HazMat Specialist~~
- ~~Fire Engineer/OIC/Paramedic~~
- ~~Fire Engineer/OIC/Paramedic/HazMat Specialist~~

Fire Captain Classification

- Fire Captain
- Fire Captain/Paramedic
- Fire Captain/HazMat Specialist
- Fire Captain/Paramedic/HazMat Specialist

Fire Marshal Classification

- Fire Marshal/~~Code Compliance Officer~~

For purposes of this MOU, positions with a ~~FEO, OIC~~, Paramedic and/or HazMat Specialist designation are hereinafter included in any reference to Firefighter, Fire Engineer, and Fire Captain.

- 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 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  
The normal work period, pursuant to Section 207 (k) of the Fair Labor Standards Act, shall be twenty-eight (28) days for all full-time permanent sworn safety positions with the exception of the Fire Marshal/Code Enforcement Officer. 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 are assigned to positions which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis, and include:
- Firefighter
  - Fire Engineer
  - 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.
- e. Compensatory Time (CT) Payoff  
CT may be paid off at the option of the employee. The payoff shall be included in the next regularly scheduled bi-weekly payroll period following the request.

### 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 salary increases according to the following formula and schedule:

Year 1- Effective July 1, 2018, all employees covered under this MOU shall receive a 2.8% (two point eight percent) salary increase.

The following monthly salaries become effective July 1, 2018.

The following monthly salaries are effective July 1, 2017:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	-5,148.62	-5,406.05	-5,676.35	-5,960.17	-6,258.18
Firefighter/ Haz Mat Specialist	-5,251.59	-5,514.17	-5,789.88	-6,079.37	-6,383.34
Firefighter/Paramedic	-5,663.48	-5,946.65	-6,243.98	-6,556.18	-6,883.99
Firefighter/Paramedic/HazMat Spec.	-5,766.45	-6,054.77	-6,357.51	-6,675.39	-7,009.16
Fire Engineer	-5,537.91	-5,814.81	-6,105.55	-6,410.83	-6,731.37
Fire Engineer/ Haz Mat Specialist	-5,648.67	-5,931.10	-6,227.66	-6,539.04	-6,865.99
Fire Engineer/Paramedic	-6,091.70	-6,396.29	-6,716.10	-7,051.94	-7,404.54
Fire Engineer/Paramedic/HazMat Spec.	-6,202.46	-6,512.58	-6,838.24	-7,180.12	-7,539.13
Fire Captain	-6,571.09	-6,899.64	-7,244.62	-7,606.85	-7,987.19
Fire Marshal	-6,571.09	-6,899.64	-7,244.62	-7,606.85	-7,987.19
Fire Captain/ Haz Mat Specialist	-6,702.54	-7,037.64	-7,389.52	-7,759.00	-8,146.95
Fire Marshal / Haz Mat Specialist	-6,702.54	-7,037.64	-7,389.52	-7,759.00	-8,146.95
Fire Captain/Paramedic	-7,228.20	-7,589.61	-7,969.09	-8,367.54	-8,785.92
Fire Captain/Paramedic/HazMat Spec.	-7,359.62	-7,727.60	-8,113.98	-8,519.68	-8,945.66

**MONTHLY SALARY**  
 Effective July 1, 2018

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	\$ 5,292.78	\$ 5,557.42	\$ 5,835.29	\$ 6,127.05	\$ 6,433.40
Firefighter/FEO	\$ 5,398.64	\$ 5,668.57	\$ 5,952.00	\$ 6,249.60	\$ 6,562.08
Firefighter/ Haz Mat Specialist	\$ 5,398.64	\$ 5,668.57	\$ 5,952.00	\$ 6,249.60	\$ 6,562.08
Firefighter/FEO/Haz Mat Specialist	\$ 5,506.61	\$ 5,781.94	\$ 6,071.04	\$ 6,374.59	\$ 6,693.32
Firefighter/Paramedic	\$ 5,822.06	\$ 6,113.16	\$ 6,418.82	\$ 6,739.76	\$ 7,076.75
Firefighter/FEO/Paramedic	\$ 5,938.50	\$ 6,235.43	\$ 6,547.20	\$ 6,874.56	\$ 7,218.29
Firefighter/Paramedic/HazMat Spec.	\$ 5,927.91	\$ 6,224.31	\$ 6,535.53	\$ 6,862.31	\$ 7,205.43
Firefighter/FEO/Paramedic/HazMat Spec.	\$ 6,046.47	\$ 6,348.79	\$ 6,666.23	\$ 6,999.54	\$ 7,349.52
Fire Engineer	\$ 5,692.97	\$ 5,977.62	\$ 6,276.50	\$ 6,590.33	\$ 6,919.85
Fire Engineer/OIC	\$ 5,806.83	\$ 6,097.17	\$ 6,402.03	\$ 6,722.13	\$ 7,058.24
Fire Engineer/ Haz Mat Specialist	\$ 5,806.83	\$ 6,097.17	\$ 6,402.03	\$ 6,722.13	\$ 7,058.24
Fire Engineer/OIC/Haz Mat Specialist	\$ 5,922.97	\$ 6,219.12	\$ 6,530.08	\$ 6,856.58	\$ 7,199.41
Fire Engineer/Paramedic	\$ 6,262.27	\$ 6,575.38	\$ 6,904.15	\$ 7,249.36	\$ 7,611.83
Fire Engineer/OIC/Paramedic	\$ 6,387.52	\$ 6,706.90	\$ 7,042.25	\$ 7,394.36	\$ 7,764.08
Fire Engineer/Paramedic/HazMat Spec.	\$ 6,376.13	\$ 6,694.94	\$ 7,029.69	\$ 7,381.17	\$ 7,750.23
Fire Engineer/OIC/Paramedic/HazMat Spec.	\$ 6,503.65	\$ 6,828.83	\$ 7,170.27	\$ 7,528.78	\$ 7,905.22
Fire Captain	\$ 6,755.07	\$ 7,092.82	\$ 7,447.46	\$ 7,819.83	\$ 8,210.82
Fire Marshal	\$ 6,755.07	\$ 7,092.82	\$ 7,447.46	\$ 7,819.83	\$ 8,210.82
Fire Captain/ Haz Mat Specialist	\$ 6,890.17	\$ 7,234.68	\$ 7,596.41	\$ 7,976.23	\$ 8,375.04
Fire Marshal / Haz Mat Specialist	\$ 6,890.17	\$ 7,234.68	\$ 7,596.41	\$ 7,976.23	\$ 8,375.04
Fire Captain/Paramedic	\$ 7,430.58	\$ 7,802.11	\$ 8,192.22	\$ 8,601.83	\$ 9,031.92
Fire Captain/Paramedic/HazMat Spec.	\$ 7,565.68	\$ 7,943.96	\$ 8,341.16	\$ 8,758.22	\$ 9,196.13

Year 2- Effective June 22, 2019, or as soon thereafter as administratively possible, Classic Association members in Tier 1 and Tier 2 CalPERS will begin paying additional employee contributions to CalPERS in accordance with Section 4.3 below. Effective the date of implementation of the increased employee CalPERS contribution as outlined in Section 4.3 below, all positions covered under this MOU shall receive a 4.05% (four point zero five percent) salary increase. In the event that the increased CalPERS employee contribution is not implemented by July 6, 2019, the Association members shall receive a 2.5% (two point five percent) salary increase from July 1, 2019 until the date of implementation.

The following monthly salaries become effective upon implementation of the increased employee CalPERS contribution as outlined in Section 4.3 below (estimated to be June 22, 2019).

**MONTHLY SALARY**

**Effective Upon Implementation of Increased Employee CalPERS Contributions as Outlined in Section 4.3 (Estimated to be June 22, 2019)**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	\$ 5,507.14	\$ 5,782.50	\$ 6,071.63	\$ 6,375.21	\$ 6,693.97
Firefighter/FEO	\$ 5,617.28	\$ 5,898.14	\$ 6,193.05	\$ 6,502.70	\$ 6,827.84
Firefighter/ Haz Mat Specialist	\$ 5,617.28	\$ 5,898.14	\$ 6,193.05	\$ 6,502.70	\$ 6,827.84
Firefighter/FEO/Haz Mat Specialist	\$ 5,729.63	\$ 6,016.11	\$ 6,316.92	\$ 6,632.77	\$ 6,964.41
Firefighter/Paramedic	\$ 6,057.85	\$ 6,360.74	\$ 6,678.78	\$ 7,012.72	\$ 7,363.36
Firefighter/FEO/Paramedic	\$ 6,179.01	\$ 6,487.96	\$ 6,812.36	\$ 7,152.98	\$ 7,510.63
Firefighter/Paramedic/HazMat Spec.	\$ 6,168.00	\$ 6,476.40	\$ 6,800.22	\$ 7,140.23	\$ 7,497.24
Firefighter/FEO/Paramedic/HazMat Spec.	\$ 6,291.36	\$ 6,605.93	\$ 6,936.23	\$ 7,283.04	\$ 7,647.19
Fire Engineer	\$ 5,923.54	\$ 6,219.72	\$ 6,530.71	\$ 6,857.25	\$ 7,200.11
Fire Engineer/OIC	\$ 6,042.01	\$ 6,344.11	\$ 6,661.32	\$ 6,994.39	\$ 7,344.11
Fire Engineer/ Haz Mat Specialist	\$ 6,042.01	\$ 6,344.11	\$ 6,661.32	\$ 6,994.39	\$ 7,344.11
Fire Engineer/OIC/Haz Mat Specialist	\$ 6,162.85	\$ 6,470.99	\$ 6,794.54	\$ 7,134.27	\$ 7,490.98
Fire Engineer/Paramedic	\$ 6,515.89	\$ 6,841.68	\$ 7,183.76	\$ 7,542.95	\$ 7,920.10
Fire Engineer/OIC/Paramedic	\$ 6,646.21	\$ 6,978.52	\$ 7,327.45	\$ 7,693.82	\$ 8,078.51
Fire Engineer/Paramedic/HazMat Spec.	\$ 6,634.36	\$ 6,966.08	\$ 7,314.38	\$ 7,680.10	\$ 8,064.11
Fire Engineer/OIC/Paramedic/HazMat Spec.	\$ 6,767.05	\$ 7,105.40	\$ 7,460.67	\$ 7,833.70	\$ 8,225.39
Fire Captain	\$ 7,028.67	\$ 7,380.10	\$ 7,749.11	\$ 8,136.57	\$ 8,543.40
Fire Marshal	\$ 7,028.67	\$ 7,380.10	\$ 7,749.11	\$ 8,136.57	\$ 8,543.40
Fire Captain/ Haz Mat Specialist	\$ 7,169.24	\$ 7,527.70	\$ 7,904.09	\$ 8,299.29	\$ 8,714.25
Fire Marshal / Haz Mat Specialist	\$ 7,169.24	\$ 7,527.70	\$ 7,904.09	\$ 8,299.29	\$ 8,714.25
Fire Captain/Paramedic	\$ 7,731.54	\$ 8,118.12	\$ 8,524.03	\$ 8,950.23	\$ 9,397.74
Fire Captain/Paramedic/HazMat Spec.	\$ 7,872.11	\$ 8,265.72	\$ 8,679.01	\$ 9,112.96	\$ 9,568.61

- 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. Employees who are trained, qualified and assigned by the Fire Chief to E.M.T. Paramedic duties shall receive ten percent (10%) more in base salary than those positions within the same classification without paramedic duties.
- c. Employees who serve on the San Luis Obispo County Hazardous Incident Response Team (SLOHIRT) shall receive two percent (2%) more in base salary than those positions within the same classification which do not serve on SLOHIRT.
- d. Employees who are assigned to Fire Equipment Operator (FEO) duty (as outlined in Section 6.4 below) shall receive two percent (2%) more in base salary than those positions within the same classification which are not appointed as FEO.
- e. Employees who are assigned to Officer in Charge (OIC) duty (as outlined in Section 6.5 below) shall receive two percent (2%) more in base salary than those positions within the same classification which are not appointed as OIC.
- b.f. 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.

#### ~~SECTION 4.2 ONE TIME LUMP SUM PAYMENT~~

~~Effective upon ratification, employees shall be provided a one-time payment only, lump sum payment of \$3,000. Such payment is non-performance based and is not reportable to CalPERS.~~

~~Only current employees who were employed prior to July 1, 2017, in a position covered by this MOU shall be eligible for the lump sum payment.~~

#### SECTION 4.23 EDUCATION INCENTIVE PAY

Employees shall be reimbursed up to \$1,600 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.

#### SECTION 4.34 RETIREMENT

- a. Employees are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

##### CLASSIC MEMBERS TIER 1

Sworn Safety Member employees including Firefighters, Fire Engineers, Fire Marshal/Code Enforcement Officer and Fire Captains hired on or before July 14, 2012 are provided benefits pursuant to the 3% @ 50 Benefit Formula (Government Code Section 21362.2), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965).

The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

In early 2019, City shall initiate a CalPERS contract amendment, providing for Sworn Safety Members in the Classic Tier 1 level to participate in an additional three percent (3%) of cost sharing toward the employer rate, pursuant to Section 20516. This cost sharing will become effective June 22, 2019, or as soon thereafter as administratively possible. Following adoption of Resolution of Intention for the contract amendment with CalPERS, employees shall hold secret ballot election as required by CalPERS to approve the CalPERS contract change. If the employees approve the contract amendment, effective June 22, 2019, or as soon thereafter as administratively possible, employees will begin paying the additional cost sharing amount of three percent (3%) toward the employer's rate, and the increased contributions will be credited to each member's account as normal contributions. The contributions will be made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414 (h) (2) or as otherwise permitted by law.

In the event employees do not approve the CalPERS contract amendment, effective June 22, 2019, or as soon thereafter as administratively possible, Sworn Safety Members in the Classic Member Tier 1 level will begin paying the additional cost sharing contribution amount of three percent (3%) toward the employers' rate, however, the additional cost sharing contribution amount of three percent (3%) will not be credited to each member's account and will not be made on a pre-tax basis as provided by law.

##### CLASSIC MEMBERS TIER 2

Sworn Safety Member employees including Firefighters, Fire Engineers, Fire Marshal/Code Enforcement Officer and Fire Captains hired between July 14, 2012 and December 31, 2012, and Sworn Safety Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 3% @ 55 Benefit Formula (G.C. Section 21363.1), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965).

The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees the employee contribution of 9% (nine percent).

In early 2019, City shall initiate a CalPERS contract amendment, providing for Sworn Safety Members in the Classic Tier 2 level to participate in an additional three percent (3%) of cost sharing toward the employer rate, pursuant to Section 20516. This cost sharing will become effective June 22, 2019, or as soon thereafter as administratively possible. Following adoption of Resolution of Intention for the contract amendment with CalPERS, employees shall hold secret ballot election as required by CalPERS to approve the CalPERS contract change. If the employees approve the contract amendment, effective June 22, 2019, or as soon thereafter as administratively possible, employees will begin paying the additional cost sharing amount of three percent (3%) toward the employer's rate, and the increased contributions will be credited to each member's account as normal contributions. The contributions will be made on a pre-tax basis as allowed under Internal Revenue Service Code Section 414 (h) (2) or as otherwise permitted by law.

In the event employees do not approve the CalPERS contract amendment, effective June 22, 2019, or as soon thereafter as administratively possible, Sworn Safety Members in the Classic Member Tier 2 level will begin paying the additional cost sharing contribution amount of three percent (3%) toward the employer's rate, however, the additional cost sharing contribution amount of three percent (3%) will not be credited to each member's account and will not be made on a pre-tax basis as provided by law.

#### NEW MEMBERS TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Sworn Safety Member employees including Firefighters, Fire Engineers, Fire Marshal/Code Enforcement Officer and Fire Captains hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to the 2.7% @ 57 Benefit Formula (G.C. Section 7522.25(d)) with Final Compensation 3 Year (G.C. Section 20037). The Sworn Safety Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- 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. Qualifying eEmployee contributions shall be contributed to CalPERS on a pre-tax basis to the extent permitted by law.
- d. The City shall provide the Military Service Credit as Public Service(Section 21024 of the Government Code) and Military Service Credit for Retired Persons (Section 21027 of the government Code), provided there is no direct cost to the City.

#### **SECTION 4.45 SICK LEAVE/STAY WELL PLAN**

- a. Unit members shall earn and use sick leave subject to the provisions of the City of Atascadero Personnel System Rules. 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. In any calendar year, up to 16 hours of sick leave may be used for personal reasons without explanation. These hours are not intended as vacation time and may not be used to extend vacations.
- d. 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 4.56 VACATION LEAVE**

- a. Employees shall be entitled to vacation leave consistent with the City Personnel System Rules.
- 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 4.67 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 4.78 BEREAVEMENT LEAVE**

Employees shall be granted bereavement leave pursuant to the July 2012 City Personnel System Rules.

The City shall provide up to twenty-four (24) hours of paid bereavement leave for non-Fire suppression personnel or two (2) shifts of bereavement leave for Fire suppression personnel for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours or two (2) shifts per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other. Twenty-four (24) hours or two (2) shifts of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

#### **SECTION 4.89 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 4.910 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 4.1011 BILINGUAL PAY**

The City shall pay an additional 2.5% 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. Effective January 1, 201~~8~~7, for unit members who elect to have “Family” coverage, the City shall pay an amount not to exceed \$~~1,758.44~~ ~~1,556.29~~ per month for employees electing ~~PPO~~ Family coverage, ~~and no more than \$1,663.94 per month for employees electing HMO Family coverage.~~ The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. 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. Effective January 1, 201~~8~~7, for unit members who elect to have “Employee +1” coverage, the City shall pay an amount not to exceed \$~~1,297.55~~ ~~1,091.20~~ per month for employees electing ~~PPO~~ Employee +1 coverage and ~~no more than \$1,224.22 per month for employees electing HMO Employee +1 coverage.~~ The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. 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.
- c. Effective January 1, 201~~8~~7, for unit members who elect to have “Employee Only” coverage, the City shall pay an amount not to exceed \$~~1,014.11~~ ~~849.94~~ per month for employees electing ~~PPO~~ Employee Only coverage ~~and no more than \$966.91 per month for employees electing HMO Employee Only coverage.~~ The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.  
  
~~For unit members who elect to have “Employee Only” coverage, 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 \$319.53 per month. 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 dollars (\$15,000) 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 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. 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 UNIFORM ALLOWANCE**

The purpose of the uniform allowance is for the purchase, replacement, maintenance and cleaning of uniform clothing, including t-shirts and hats.

- a. The City shall provide an annual uniform allowance of ~~eight-nine~~ hundred ~~fifty-fifteen~~ dollars (~~\$850~~915) for each Association employee.
- ~~b. The City made an up front lump sum payment of the fiscal year's annual uniform allowance of eight hundred and fifty dollars (\$850) on July 13, 2017. In order to transition to a January payment date, the City will provide a second up front lump sum payment of uniform allowance in the amount of \$425 intended to cover uniform allowance for the period of July 1, 2108 through December 31, 2018. This second lump sum payment will be made, no later than the second pay day in January of 2018.~~
- ~~e.b. Beginning in January of 2019, the~~The City will make an up-front lump-sum payment of the current calendar year's uniform allowance no later than the second pay day in January.
- ~~d.c.~~ Upon initial hire the employee will receive a prorated amount based upon the number of days remaining until January 1. The City would at the same time advance the new employee an amount that, when added to his initial uniform allowance, would equal ~~\$850~~915. The amount advanced upon hire would then be deducted from the employee's first full uniform allowance check received the following January. (Example: If an employee worked six months in the first calendar year, he/she would receive ~~\$850-915~~ in that first year and ~~\$425-457.50~~ in the second calendar year. All subsequent years the employee would receive the full ~~\$850-915~~ until separation from the City.)

When an employee separates from the City, the uniform allowance will be prorated based upon the number of days employed in the then current calendar year and any amounts owed to the City will be deducted from his/her final check.

### **SECTION ~~6.15.3~~ 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.

### **SECTION ~~6.25.4~~ HEALTH AND WELLNESS EXAMS**

The City shall add to the Fire Department budget three hundred ~~fifty-seventy-five~~ dollars (~~\$350~~375) per full-time employee for health and wellness exams according to the following schedule:

- Annually for Fire Department safety personnel aged 40 and over
- Every other year for Fire Department safety personnel aged 30-39
- Every three years for Fire Department safety personnel aged 20-29

The total amount budgeted will be coordinated in cooperation with the City. This amount will be paid directly to the health care professional or medical group and not to the employee.



## ARTICLE VI – OTHER

### SECTION ~~5.36.1~~ PROBATION

The length of the probationary period for employees covered under this MOU shall be in accordance with Rule 9 of July 2012 City of Atascadero Personnel System Rules. Each original and promotional appointment made to a position in the competitive service shall be subject to a probationary period. The length of the original and promotional probationary period shall each be at least 12 month of service in the position for all employees. At the discretion of the Department Head and with the approval of the City Manager, the probationary period may be extended for a maximum of six additional months when the Department Head has determined that the employee has not yet successfully completed his/her probationary period.

### SECTION ~~5.46.2~~ 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 6.3 CELL PHONE REIMBURSEMENT

For fiscal year 2018-2019 the City agrees to reimburse each full-time employee a flat rate of nine dollars (\$9.00) per month for the use of their personal cell phone for City business. This amount will be paid once per year in a lump sum amount. Where applicable, the months will be pro-rated.

Effective July 1, 2019, the City agrees to reimburse each full-time employee a flat rate of nine dollars (\$20.00) per month for the use of their personal cell phone for City business. This amount will be paid once per year in a lump sum amount. Where applicable, the months will be pro-rated.

### SECTION 6.4 FIRE EQUIPMENT OFFICER (FEO) ASSIGNMENT

There will be a maximum of one (1) FEO position compensated at any one time. Selection will be based on completion of department FEO qualification process and appointment will solely be the decision of the Fire Chief.

In order to be eligible for the FEO assignment, employees must meet the following minimum qualifications.

1. Employee must have completed Firefighter Probation
2. Employee must have completed AFD Driver/Operator and Ladder Truck modules
3. Employee must have complete dCSFM Driver/Operator Certification
4. Employee must have passed the Fire Engineer Promotional Test or FEO Equivalency Test (Minimum 80% cumulative, minimum 70% on any individual section)
5. Employee must have obtained a FEO Qualification - approved by Fire Chief
6. Every two years, employees must re-qualify by:
  - a. Completing a Fire Engineer Promotional Test with a passing score; or
  - b. At the Fire Chief's discretion, either completing an FEO equivalency test with a passing score or completing Fire Chief required FEO training.

Failure to re-qualify every two years will result in revocation of assignment.

### SECTION 6.5 OFFICER IN CHARGE (OIC) ASSIGNMENT

There will be a maximum of four (4) OIC positions compensated at any one time. Selection will be based on completion of department OIC qualification process and appointment will solely be the decision of the Fire Chief.

In order to be eligible for the OIC assignment, employees must meet the following minimum qualifications:

1. Employee must have completed County Company Officer Taskbook
2. Employee must have completed Atascadero Fire & Emergency OIC Taskbook
3. Employee must have obtained OIC Trainee Qualification- Approved by Fire Chief

- 4. Employee must have passed the Fire Captain Promotional Test or OIC Equivalency Test (Minimum 80% cumulative, minimum 70% on any individual section)
  - 5. Employee must have completed 3 months of OIC Trainee Training in the presence of a Fire Captain
  - 6. Employee must have obtained an OIC Qualification- Approved by Fire Chief
  - 7. Every two years, employees must re-qualify by completing:
    - a. A Fire Captain Promotional Test with a passing score; or
    - b. At the Fire Chief's discretion, either completing an OIC equivalency test with a passing score or completing Fire Chief required OIC training.
- Failure to re-qualify every two years will result in revocation of assignment.

**SECTION 6.6 LICENSE REIMBURSEMENT**

City agrees to either pay directly on behalf of or reimburse (receipts required) each full-time employee for the following fees, costs and licenses required for their position and job responsibilities:

- 1. DMV physicals and lab-tests from a provider approved by the City
- 2. DMV license renewal
- 3. EMT-Paramedic license renewal
- 4. EMT- Basic license renewal
- 5. Haz-Mat physicals and lab-tests from a provider approved by the City

**ARTICLE VII - CLOSING PROVISIONS**

**SECTION 7.1 TERM**

The term of this MOU shall commence on the first full pay period following ratification and approval by the City Council, and expire on June 30, ~~2018~~2020.

**SECTION 7.2 SIGNATURES**

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

_____	_____	_____	_____
APF Local 3600	Date	APF Local 3600	Date

**CITY OF ATASCADERO**

_____	_____	_____	_____
Mayor	Date	City Manager	Date

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**MID MANAGEMENT/PROFESSIONAL  
EMPLOYEES**

**AND**

**CITY OF ATASCADERO**

**July 1, 201~~8~~<sup>7</sup> through June 30, ~~2018~~<sup>2020</sup>**

## 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:

- Associate Civil Engineer/Storm Water Manager
- ~~Associate Civil Engineer—Registered~~
- ~~Building Maintenance Supervisor~~
- Capital Projects Manager
- Public Works Operations Manager
- 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-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.

#### **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 two (2) year agreement shall provide salary increases according to the following formula and schedule:

Year 1- Effective July 1, 2018, all employees covered under this MOU shall receive a 3.5% (three point five percent) salary increase. The following monthly salaries are effective July 1, 2017/2018:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer	6,028.93	6,330.38	6,646.90	6,979.25	7,328.21
Associate Civil Engineer—Registered Engineer	6,646.90	6,979.25	7,328.21	7,694.62	8,079.35
Building Maintenance Supervisor	4,723.83	4,960.02	5,208.02	5,468.42	5,741.84
Capital Projects Manager	5,208.02	5,468.42	5,741.84	6,028.93	6,330.38
Public Works Operations Manager	5,605.14	5,885.40	6,179.67	6,488.65	6,813.08
Recreation Supervisor	4,611.36	4,841.93	5,084.03	5,338.23	5,605.14
Senior Building Inspector	5,208.02	5,468.42	5,741.84	6,028.93	6,330.38

**MONTHLY SALARY  
 Effective July 1, 2018**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer/Storm Water Manager	\$6,239.94	\$6,551.94	\$6,879.54	\$7,223.52	\$7,584.70
Capital Projects Manager	\$5,390.30	\$5,659.82	\$5,942.81	\$6,239.95	\$6,551.95
Public Works Operations Manager	\$5,801.32	\$6,091.39	\$6,395.96	\$6,715.76	\$7,051.55
Recreation Supervisor	\$4,772.76	\$5,011.40	\$5,261.97	\$5,525.07	\$5,801.32

Year 2- Effective July 1, 2019, all positions covered under this MOU shall receive a 2.5% (two point five percent) salary increase. The following monthly salaries are effective July 1, 2019:

**MONTHLY SALARY**  
 Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Civil Engineer/Storm Water Manager	\$6,395.94	\$6,715.74	\$7,051.53	\$7,404.11	\$7,774.32
Capital Projects Manager	\$5,525.06	\$5,801.31	\$6,091.38	\$6,395.95	\$6,715.75
Public Works Operations Manager	\$5,946.35	\$6,243.67	\$6,555.85	\$6,883.64	\$7,227.82
Recreation Supervisor	\$4,892.08	\$5,136.68	\$5,393.51	\$5,663.19	\$5,946.35

**~~SECTION 4.2 ONE-TIME LUMP SUM PAYMENT~~**

~~Effective upon ratification, employees shall be provided a one-time payment only, lump-sum payment of \$3,000. Such payment is non-performance based and is not reportable to CalPERS.~~

~~Only current employees who were employed prior to July 1, 2017, in a position covered by this MOU shall be eligible for the lump-sum payment.~~

**~~SECTION 2.3-2.2 EDUCATION INCENTIVE PAY~~**

~~Employees shall be reimbursed up to \$1,600.00 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 2.4-2.3 RETIREMENT~~**

- a. ~~Employees are provided retirement benefits through the California Public Employees Retirement System (CalPERS).~~

**TIER 1**

Miscellaneous Member employees covered under this MOU who were hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 3.3% (three point three percent) of the Miscellaneous Member employee contribution of 8% (eight percent). Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

**TIER 2**

Miscellaneous Member employees covered under this MOU who were hired between July 14, 2012 and December 31, 2012, and Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under

CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 2.3% (two point three percent) of the Miscellaneous Member employee contribution of 7% (seven percent). Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

### TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Miscellaneous Member employees covered under this MOU who were hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. Employee contributions shall be contributed to CalPERS on a pre-tax basis.
- c. The City pays and reports the value of Employer Paid Member Contributions (EPMC) for Tier 1 employees and for Tier 2 employees as described in Resolution No. 2003-073.

## **SECTION 2.52.4 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. In any calendar year, up to two days (16 hours) of sick leave may be used for personal reasons without explanation. These days are not intended as vacation days and may not be used to extend vacations.
- d. An employee may use in any calendar year accrued sick leave, up to the amount earned during twelve (12) months employment, to attend to the illness of the following family members:



1. The employee's child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis).
2. The employee's parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian).
3. The employee's spouse or domestic partner.

If the employee is performing satisfactorily and the employee's workload would not be negatively impacted, the Department Head may approve additional time off, up to the amount earned during three (3) months of employment, for Family Care.

Family Care leave may also qualify for protection under the FMLA and/or CFRA, and any Family Care leave granted under this section shall run concurrently with FMLA and/or CFRA leave. FMLA/CFRA leave is addressed in a separate City policy.

#### **SECTION 2.62.5 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 2.72.6 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 2.82.7 BEREAVEMENT LEAVE**

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty

four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

**SECTION 2.92.8 – HOLIDAYS**

The City shall recognize the following days as official City holidays.

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King Jr. Birthday	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
"Floating" Holiday	Off As Scheduled; Accrues January 1

Each classification covered under this agreement and employed by the City as of January 1st of each year shall be eligible for one floating holiday (8 hours). Floating holidays must have prior department approval and shall be consistent with the efficient operation of the department. The floating holiday may be used between January 1 and December 31 of each year.

**SECTION 2.102.9 VACATION LEAVE**

- a. Employees shall be entitled to vacation leave consistent with the City of Atascadero Personnel System Rules.
- b. In addition to the vacation leave accrued as outlined in Section 15.2 B of the City of Atascadero Personnel System Rules, employees shall receive:
  - An additional two days of vacation annually upon completing 15 years of service for a total accrual of 22 days per year or 6.77 hours per pay period; and
  - Two more days of vacation annually upon completing 20 years of service for a total accrual of 24 days per year or 7.385 hours per pay period.

**SECTION 2.112.10 DEFERRED COMPENSATION MATCH**

The City will match an eligible employee's contribution to a deferred compensation program. The match will be up to a maximum of \$250 annually for classifications covered under this agreement. All deferred compensation contributions are fully vested in the employee and shall not be available to the City.

**SECTION 2.122.11 WORK SHOES**

The City shall contribute Two Hundred (\$200.00) Dollars per fiscal year for the purchase of appropriate footwear, as determined by the Department Head, to employees in the following positions:

- Associate Civil Engineer/Storm Water Manager
- ~~Associate Civil Engineer—Registered~~
- ~~Building Maintenance Supervisor~~
- Capital Projects Manager
- Public Works Operations Manager
- Recreation Supervisor
- ~~Senior Building Inspector~~

Appropriate work shoes shall be worn by employees covered under this MOU who are exposed to potential foot injuries from hot, corrosive, poisonous substances, falling objects, crushing or penetration actions.

Work shoes not appropriate and/or not approved shall be tennis shoes, sandals, deck shoes, canvas shoes, athletic shoes, open toe shoes, dress shoes and any other shoe easily penetrated.

Proof of purchase is required. Once purchased, such appropriate footwear must be worn while working.

## 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 an amount not to exceed ~~\$1,669.71~~\$1,764.21 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. 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 an amount not to exceed ~~\$1,229.99~~\$1,303.32 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. 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 ~~\$893.71~~\$940.91 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon the HMO plan costs.

For unit members who elect to have “Employee Only” coverage, 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.

### SECTION 3.3 – LONG TERM DISABILITY INSURANCE

The City shall provide a City-paid program to provide Long-Term Disability Insurance for all classifications covered under this agreement.

**ARTICLE IV - CLOSING PROVISIONS**

**SECTION 4.1 TERM**

The term of this MOU shall commence on July 1, 201~~8~~<sup>7</sup>, and expire on June 30, ~~2018~~<sup>2020</sup>.

**SECTION 4.2 JOINT COMMITMENT TO FAIR AND REASONABLE CHANGES TO THE CALPERS SYSTEM**

The interests of the City and the Association are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

The City and the Association hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our jointly agreed upon request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other potential collaborative efforts as they arise.

**SECTION 4.3 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

---

**DRAFT RESOLUTION**

**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ATASCADERO ESTABLISHING THE COMPENSATION AND  
BENEFIT PLAN FOR NON-REPRESENTED PROFESSIONAL AND  
MANAGEMENT WORKERS AND CONFIDENTIAL EMPLOYEES,  
EFFECTIVE JULY 1, 201~~87~~ – JUNE 30, ~~2018~~2020**

**WHEREAS**, the Government Code of the State of California prescribes a procedure for discussing and resolving matters regarding wages, hours and other terms and conditions of employment; and

**WHEREAS**, the City Personnel System Rules provided for a Compensation Plan; and

**WHEREAS**, the City desires to set forth salaries and benefits for Non-Represented Professional and Management workers and Confidential employees;

**WHEREAS**, the City Council adopted Resolution ~~2016-077~~2017-051 on ~~October 11, 2016~~August 8, 2017 establishing the compensation and benefit plan for Non-Represented Professional and Management workers and Confidential employees;

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Atascadero that all prior Resolutions for Non-Represented employees are repealed; and the Professional and Management workers and Confidential employees Compensation and Benefit Plan is hereby established as follows:

**Positions**

The following positions are included in this Resolution. The City Manager and Department Heads have individual employment agreements defining other terms and conditions of employment not described herein.

Executive Management Positions

Administrative Services Director  
Deputy City Manager  
City Manager  
Community Development Director  
Fire Chief  
Police Chief  
Public Works Director

Management Positions

- Deputy Administrative Services Director
- Deputy Community Development Director
- Deputy Community Development Director/Building Official/Economic Development Director
- Deputy Public Works Director
- Information Technology Manager
- Police ~~Commander~~Lieutenant
- Zoo Director

Confidential (Includes only designated positions within the classifications)

- Accounting Specialist
- Administrative Assistant
- Finance Technician
- ~~Management Analyst I~~
- Personnel Specialist

**Salaries**

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

Year 1- Effective July 1, 2018, all employees covered under this MOU shall receive a 3.5% (three point five percent) salary increase.

The following monthly salaries are effective July 1, ~~2017~~2018:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
<del>Accounting Specialist- Confidential</del>	4,498.89	4,723.83	4,960.02	5,208.02	5,468.42
<del>Administrative Assistant- Confidential</del>	4,080.63	4,284.66	4,498.89	4,723.83	4,960.02
<del>Administrative Services Director</del>	9,250.94	9,713.49	10,199.16	10,709.12	11,244.58
<del>City Manager</del>	12,025.38	12,626.65	13,257.98	13,920.88	14,616.92
<del>Community Development Director</del>	9,250.94	9,713.49	10,199.16	10,709.12	11,244.58
<del>Deputy Administrative Services Director</del>	7,248.35	7,610.77	7,991.31	8,390.88	8,810.42
<del>Deputy City Manager</del>	7,248.35	7,610.77	7,991.31	8,390.88	8,810.42
<del>Deputy Community Development Director</del>	7,610.77	7,991.31	8,390.88	8,810.42	9,250.94
<del>Deputy Community Development —Director / Building Official / Economic —Development Director</del>	8,600.67	9,030.70	9,482.24	9,956.35	10,454.17
<del>Deputy Public Works Director</del>	7,248.35	7,610.77	7,991.31	8,390.88	8,810.42
<del>Finance Technician—Confidential</del>	4,080.63	4,284.66	4,498.89	4,723.83	4,960.02
<del>Fire Chief</del>					



	10,443.55	10,965.73	11,514.02	12,089.72	12,694.21
<del>Information Technology Manager</del>	6,488.65	6,813.08	7,153.73	7,511.42	7,886.99
<del>Management Analyst I- Confidential</del>	4,498.89	4,723.83	4,960.02	5,208.02	5,468.42
<del>Personnel Specialist- Confidential</del>	4,498.89	4,723.83	4,960.02	5,208.02	5,468.42
<del>Police Chief</del>	10,443.55	10,965.73	11,514.02	12,089.72	12,694.21
<del>Police Commander</del>	8,182.80	8,591.94	9,021.54	9,472.62	9,946.25
<del>Public Works Director</del>	9,250.94	9,713.49	10,199.16	10,709.12	11,244.58
<del>Zoo Director</del>	6,417.95	6,738.85	7,075.79	7,429.58	7,801.06

**MONTHLY SALARY**  
**Effective July 1, 2018**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Specialist- Confidential	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63	\$ 5,390.31	\$ 5,659.83
Administrative Assistant- Confidential	\$ 4,223.45	\$ 4,434.62	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63
Administrative Services Director	\$ 9,574.73	\$ 10,053.47	\$ 10,556.14	\$ 11,083.95	\$ 11,638.15
City Manager	\$ 12,446.27	\$ 13,068.58	\$ 13,722.01	\$ 14,408.11	\$ 15,128.52
Community Development Director	\$ 9,574.73	\$ 10,053.47	\$ 10,556.14	\$ 11,083.95	\$ 11,638.15
Deputy Administrative Services Director	\$ 7,502.05	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79
Deputy City Manager	\$ 7,502.05	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79
Deputy Community Development Director	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79	\$ 9,574.73
Deputy Community Development Director / Building Official / Economic Development Director	\$ 8,901.70	\$ 9,346.79	\$ 9,814.13	\$ 10,304.84	\$ 10,820.08
Deputy Public Works Director	\$ 7,502.05	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79
Finance Technician- Confidential	\$ 4,223.45	\$ 4,434.62	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63
Fire Chief	\$ 10,809.07	\$ 11,349.52	\$ 11,917.00	\$ 12,512.85	\$ 13,138.49
Information Technology Director	\$ 6,715.75	\$ 7,051.54	\$ 7,404.12	\$ 7,774.33	\$ 8,163.05
Personnel Specialist- Confidential	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63	\$ 5,390.31	\$ 5,659.83
Police Chief	\$ 10,809.07	\$ 11,349.52	\$ 11,917.00	\$ 12,512.85	\$ 13,138.49
Police Lieutenant	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79	\$ 9,574.73
Public Works Director	\$ 9,574.73	\$ 10,053.47	\$ 10,556.14	\$ 11,083.95	\$ 11,638.15
Zoo Director	\$ 6,642.58	\$ 6,974.71	\$ 7,323.45	\$ 7,689.62	\$ 8,074.10

Year 2- Effective July 1, 2019, all employees covered under this MOU shall receive a 2.5% (two point five percent) salary increase. The following monthly salaries are effective July 1, 2019:

**MONTHLY SALARY**  
 Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Specialist- Confidential	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Administrative Assistant- Confidential	\$ 4,329.04	\$ 4,545.49	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97
Administrative Services Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
City Manager	\$ 12,757.43	\$ 13,395.30	\$ 14,065.07	\$ 14,768.32	\$ 15,506.74
Community Development Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Deputy Administrative Services Director	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Deputy City Manager	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Deputy Community Development Director	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Deputy Community Development Director / Building Official / Economic Development Director	\$ 9,124.23	\$ 9,580.44	\$ 10,059.46	\$ 10,562.43	\$ 11,090.55
Deputy Public Works Director	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Finance Technician- Confidential	\$ 4,329.04	\$ 4,545.49	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97
Fire Chief	\$ 11,079.30	\$ 11,633.27	\$ 12,214.93	\$ 12,825.68	\$ 13,466.96
Information Technology Director	\$ 6,883.64	\$ 7,227.82	\$ 7,589.21	\$ 7,968.67	\$ 8,367.10
Personnel Specialist- Confidential	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Police Chief	\$ 11,079.30	\$ 11,633.27	\$ 12,214.93	\$ 12,825.68	\$ 13,466.96
Police Lieutenant	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Public Works Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Zoo Director	\$ 6,808.64	\$ 7,149.07	\$ 7,506.52	\$ 7,881.85	\$ 8,275.94

**One-Time Lump Sum Payment**

~~Effective upon ratification, employees shall be provided a one-time payment only, lump sum payment of \$3,000. Such payment is non-performance based and is not reportable to CalPERS.~~

~~Only current employees who were employed prior to July 1, 2017, in a position covered by this MOU shall be eligible for the lump sum payment.~~

**Work Period**

The normal work period for non-exempt employees shall be seven (7) days with a maximum non-overtime of forty (40) hours.

**Overtime Rate**

Overtime for non-exempt employees, shall be compensated at the rate of time and one-half the 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

**Overtime Hours Paid**

Overtime for non-exempt employees shall be paid after forty (40) hours worked in a work period. Paid time off shall be considered time worked for overtime purposes.

### **Schools/Training/Conferences**

Hours traveling, studying, or evening classes, etc., when a non-exempt employee is attending an out-of-town school shall be paid in accordance with all FLSA provisions.

### **Compensatory Time (CT)**

Notwithstanding the provisions of this section, non-exempt employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the City and the employee. Non-exempt employees may accumulate a maximum of one hundred and twenty (120) hours in their CT account.

### **Scheduling Compensatory Time**

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

### **Deferred Compensation**

The City will match an eligible employee's contribution to a deferred compensation program. The match will be up to a maximum of \$1,000 annually for executive management employees and \$500 annually for management employees. All deferred compensation contributions are fully vested in the employee and shall not be available to the City.

### **Health Benefits**

1. Effective January 1, 201~~8~~<sup>7</sup>, for unit members who elect to have "Family" coverage, the City shall pay an amount not to exceed ~~\$1,669.71~~\$1,764.21 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. 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. Effective January 1, 201~~8~~<sup>7</sup>, for unit members who elect to have "Employee +1" coverage, the City shall pay an amount not to exceed ~~\$1,229.99~~\$1,303.32 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. 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. Effective January 1, ~~2017~~2018, for unit members who elect to have “Employee Only” coverage, the City shall pay amount not to exceed ~~\$893.71~~\$940.91 per month for employees electing Employee Only coverage. The City contribution shall go 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.

For unit members who elect to have “Employee Only” coverage, 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.

4. The City of Atascadero has established a Post Retirement Health Benefit for Executive Management and Council. The City agrees to reimburse the retiree for retiree and/or retiree’s dependent health (medical/dental/vision) insurance premiums, disability insurance, long-term health care or life insurance premiums in a method determined by the Administrative Services Director following retirement.

The program parameters are:

- The benefit is available upon retirement from PERS or other similar retirement program after age 50; and
- The employee must have served for 8 years with the City of Atascadero; and
- For employees hired after July 1, 2016 the employee must begin drawing retirement within 6 months of separating from the City of Atascadero; and
- The benefit extends between the date of retirement and age 65; and
- The current benefit is \$200.00 monthly.

### **Life Insurance**

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

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

### **Long-Term Disability Insurance**

The City shall provide a City-paid program to provide Long-Term Disability Insurance for Executive Management and Management employees.

### **State Disability Insurance**

The City provides State Disability Insurance as a payroll deduction for each employee in the Confidential classification only. State Disability Insurance shall be integrated with sick leave with the objective of providing full compensation.

**Leave**

Administrative Leave.

Executive Management Employees, and Management Employees will receive 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. 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, 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. In the event an employee covered by this Agreement is employed after January 1 of the fiscal year, the employee shall be eligible for one half of their annual allotment of Administrative Leave. Employees shall receive Administrative Leave at the following annual rates:

- Executive Management shall receive 80 hours.
- Management Employees shall receive 48 hours.

Vacation Leave.

- a. Employees shall receive vacation leave consistent with the Personnel System Rules.
- b. In addition to the vacation leave accrued as outlined in Section 15.2 B of the City of Atascadero Personnel System Rules, employees shall receive:
  - An additional two days of vacation annually upon completing 15 yrs of service for a total accrual of 22 days per year or 6.77 hours per pay period; and
  - Two more days of vacation annually upon completing 20 years of service for a total accrual of 24 days per year or 7.385 per pay period.

Holidays

The City shall recognize the following days as official City holidays:

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

"Floating" Holiday

Off As Scheduled; Accrues January 1

Each unit member employed by the City as of January 1st of each year shall be eligible for one floating holiday (8 hours). Floating holidays must have prior department approval and shall be consistent with the efficient operation of the department. The floating holiday may be used between January 1 and December 31 of each year.

Sick Leave.

1. Sick leave accumulates at a rate of 3.69 hours per pay period. There is no limit to the accumulation.
2. Stay Well Bonus. 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:
  - a. 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 384 hours of sick leave.
  - b. 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).
  - c. Checks will be prepared by December 15 of each year.
3. Sick Leave Payback. When an executive management employee, a management employee or confidential 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.
4. In any calendar year, up to two days (16 hours) of sick leave may be used for personal reasons without explanation. These days are not intended as vacation days and may not be used to extend vacations or holidays.

Bereavement Leave

Employees shall be granted bereavement leave pursuant to the City of Atascadero Personnel System Rules.

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent

(including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

## **Retirement**

### CalPERS Non-Sworn Miscellaneous Members (as defined by CalPERS)

- a. Non-Sworn Miscellaneous Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

#### TIER 1

Non-sworn Miscellaneous Member employees hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 3.3% (three point three percent) of the Non-sworn Miscellaneous Member employee contribution of 8% (eight percent). Non-sworn Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

#### TIER 2

Non-sworn Miscellaneous Member employees hired between July 14, 2012 and December 31, 2012, and Non-sworn Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 2.3% (two point three percent) of the Non-sworn Miscellaneous Member employee contribution of 7% (seven percent). Non-sworn Miscellaneous Member employees will pay the remaining 4.7% (four point seven percent) of the employee contribution.

#### TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Non-sworn Miscellaneous Member employees hired on or after January 1, 2013 who

meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Non-sworn Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The City shall provide CalPERS the Post Retirement Survivor benefit for Miscellaneous Members.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

CalPERS Sworn Safety Members (as defined by CalPERS)

- a. Sworn Safety Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Sworn Safety Member employees hired on or before July 14, 2012 are provided benefits pursuant to the 3% @ 50 Benefit Formula (Government Code Section 21362.2), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 2

Sworn Safety Member employees hired between July 14, 2012 and December 31, 2012, and Sworn Safety Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 3% @ 55 Benefit Formula (G.C. Section 21363.1), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Sworn Safety Member employees including hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to the 2.7% @ 57 Benefit Formula (G.C. Section 7522.25(d)) with Final Compensation 3 Year (G.C. Section 20037). The Sworn Safety Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- 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. Employee contributions shall be contributed to CalPERS on a pre-tax basis.



### **Education Incentive Pay**

Employees shall be reimbursed up to \$1,600.00 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.

### **Uniform/Safety Equipment Allowance**

- a. The City shall provide an annual uniform allowance of eight hundred dollars (\$800) for Police Chief and Commanders, and eight hundred fifty dollars (\$850) for the Fire Chief. Upon initial hire the employee will receive \$800/\$850. In the second year the amount will be prorated based upon the actual number of months employed in the prior year. When an employee separates from the City the Uniform Allowance will be prorated based upon the number of months worked in the then current fiscal year.
- b. The City will make a lump sum payment of the uniform allowance no later than the second payday in July.
- c. 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.
- d. The City shall make available 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 on an as needed basis as determined by the Chief of Police. Employees already owning a vest shall continue to use them until repair or refurbishment becomes necessary, as determined by the Chief of Police.
- e. Rain boots - The City shall comply with the requirements of CAL/OSHA as it relates to providing rain gear including rain boots.

### **Commitment to Fair and Reasonable Changes to the CalPERS System**

The interests of the City and the employees whose positions are covered under this resolution are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and the employees covered under this resolution hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and

- Other potential collaborative efforts as they arise.

**PASSED AND ADOPTED** at a regular meeting of the City Council held on the 23rd day of October, 2018.

On motion by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ADOPTED:

CITY OF ATASCADERO

\_\_\_\_\_  
Tom O'Malley, Mayor

ATTEST:

\_\_\_\_\_  
Lara K. Christensen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian A. Pierik, City Attorney

**MONTHLY SALARY****Effective July 1, 2018**

<b>CLASSIFICATION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Account Clerk I	\$ 2,994.27	\$ 3,143.98	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55
Account Clerk II	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61
Accounting Specialist- Confidential	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63	\$ 5,390.31	\$ 5,659.83
Administrative Assistant	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31
Administrative Assistant- Confidential	\$ 4,223.45	\$ 4,434.62	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63
Administrative Services Director	\$ 9,574.73	\$ 10,053.47	\$ 10,556.14	\$ 11,083.95	\$ 11,638.15
Administrative Support Assistant	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24
Assistant Planner	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
Associate Civil Engineer/Storm Water Manager	\$ 6,239.94	\$ 6,551.94	\$ 6,879.54	\$ 7,223.52	\$ 7,584.70
Associate Planner	\$ 5,249.28	\$ 5,511.74	\$ 5,787.33	\$ 6,076.70	\$ 6,380.54
Building Inspector I	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28
Building Inspector II	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74	\$ 5,787.33
Building Maintenance Specialist	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24
Capital Projects Manager	\$ 5,390.30	\$ 5,659.82	\$ 5,942.81	\$ 6,239.95	\$ 6,551.95
City Manager	\$ 12,446.27	\$ 13,068.58	\$ 13,722.01	\$ 14,408.11	\$ 15,128.52
Code Enforcement Officer	\$ 4,293.81	\$ 4,508.50	\$ 4,733.93	\$ 4,970.63	\$ 5,219.16
Community Development Director	\$ 9,574.73	\$ 10,053.47	\$ 10,556.14	\$ 11,083.95	\$ 11,638.15
Community Services Officer	\$ 3,204.11	\$ 3,364.32	\$ 3,532.54	\$ 3,709.17	\$ 3,894.63
Deputy Administrative Services Director	\$ 7,502.05	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79
Deputy City Manager	\$ 7,502.05	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79
Deputy Community Development Director	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79	\$ 9,574.73
Deputy Community Development Director / Building Official / Economic Development Director	\$ 8,901.70	\$ 9,346.79	\$ 9,814.13	\$ 10,304.84	\$ 10,820.08
Deputy Public Works Director	\$ 7,502.05	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79
Finance Technician	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31
Finance Technician- Confidential	\$ 4,223.45	\$ 4,434.62	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63
Fire Captain	\$ 6,755.07	\$ 7,092.82	\$ 7,447.46	\$ 7,819.83	\$ 8,210.82
Fire Captain/ Haz Mat Specialist	\$ 6,890.17	\$ 7,234.68	\$ 7,596.41	\$ 7,976.23	\$ 8,375.04
Fire Captain/Paramedic	\$ 7,430.58	\$ 7,802.11	\$ 8,192.22	\$ 8,601.83	\$ 9,031.92
Fire Captain/Paramedic/HazMat Spec.	\$ 7,565.68	\$ 7,943.96	\$ 8,341.16	\$ 8,758.22	\$ 9,196.13
Fire Chief	\$ 10,809.07	\$ 11,349.52	\$ 11,917.00	\$ 12,512.85	\$ 13,138.49
Fire Engineer	\$ 5,692.97	\$ 5,977.62	\$ 6,276.50	\$ 6,590.33	\$ 6,919.85
Fire Engineer/ Haz Mat Specialist	\$ 5,806.83	\$ 6,097.17	\$ 6,402.03	\$ 6,722.13	\$ 7,058.24
Fire Engineer/OIC	\$ 5,806.83	\$ 6,097.17	\$ 6,402.03	\$ 6,722.13	\$ 7,058.24
Fire Engineer/OIC/Haz Mat Specialist	\$ 5,922.97	\$ 6,219.12	\$ 6,530.08	\$ 6,856.58	\$ 7,199.41
Fire Engineer/OIC/Paramedic	\$ 6,387.52	\$ 6,706.90	\$ 7,042.25	\$ 7,394.36	\$ 7,764.08
Fire Engineer/OIC/Paramedic/HazMat Spec.	\$ 6,503.65	\$ 6,828.83	\$ 7,170.27	\$ 7,528.78	\$ 7,905.22
Fire Engineer/Paramedic	\$ 6,262.27	\$ 6,575.38	\$ 6,904.15	\$ 7,249.36	\$ 7,611.83
Fire Engineer/Paramedic/HazMat Spec.	\$ 6,376.13	\$ 6,694.94	\$ 7,029.69	\$ 7,381.17	\$ 7,750.23
Fire Marshal	\$ 6,755.07	\$ 7,092.82	\$ 7,447.46	\$ 7,819.83	\$ 8,210.82
Fire Marshal / Haz Mat Specialist	\$ 6,890.17	\$ 7,234.68	\$ 7,596.41	\$ 7,976.23	\$ 8,375.04
Firefighter	\$ 5,292.78	\$ 5,557.42	\$ 5,835.29	\$ 6,127.05	\$ 6,433.40
Firefighter/ Haz Mat Specialist	\$ 5,398.64	\$ 5,668.57	\$ 5,952.00	\$ 6,249.60	\$ 6,562.08
Firefighter/FEO	\$ 5,398.64	\$ 5,668.57	\$ 5,952.00	\$ 6,249.60	\$ 6,562.08
Firefighter/FEO/Haz Mat Specialist	\$ 5,506.61	\$ 5,781.94	\$ 6,071.04	\$ 6,374.59	\$ 6,693.32
Firefighter/FEO/Paramedic	\$ 5,938.50	\$ 6,235.43	\$ 6,547.20	\$ 6,874.56	\$ 7,218.29

**MONTHLY SALARY****Effective July 1, 2018**

<b>CLASSIFICATION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Firefighter/FEO/Paramedic/HazMat Spec.	\$ 6,046.47	\$ 6,348.79	\$ 6,666.23	\$ 6,999.54	\$ 7,349.52
Firefighter/Paramedic	\$ 5,822.06	\$ 6,113.16	\$ 6,418.82	\$ 6,739.76	\$ 7,076.75
Firefighter/Paramedic/HazMat Spec.	\$ 5,927.91	\$ 6,224.31	\$ 6,535.53	\$ 6,862.31	\$ 7,205.43
Information Technology Director	\$ 6,715.75	\$ 7,051.54	\$ 7,404.12	\$ 7,774.33	\$ 8,163.05
Inspector	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28
Lead Zookeeper	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24	\$ 4,423.90	\$ 4,645.10
Maintenance Worker I	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56
Maintenance Worker II	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24
Office Assistant I	\$ 2,851.69	\$ 2,994.27	\$ 3,143.98	\$ 3,301.18	\$ 3,466.24
Office Assistant III	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61
Personnel Specialist- Confidential	\$ 4,656.35	\$ 4,889.17	\$ 5,133.63	\$ 5,390.31	\$ 5,659.83
Police Chief	\$ 10,809.07	\$ 11,349.52	\$ 11,917.00	\$ 12,512.85	\$ 13,138.49
Police Corporal	\$ 5,951.54	\$ 6,249.11	\$ 6,561.57	\$ 6,889.65	\$ 7,234.13
Police Corporal - Intermediate POST	\$ 6,100.32	\$ 6,405.34	\$ 6,725.61	\$ 7,061.89	\$ 7,414.98
Police Corporal- Advanced POST	\$ 6,249.11	\$ 6,561.57	\$ 6,889.65	\$ 7,234.13	\$ 7,595.84
Police Lieutenant	\$ 7,877.15	\$ 8,271.01	\$ 8,684.56	\$ 9,118.79	\$ 9,574.73
Police Officer	\$ 5,398.22	\$ 5,668.13	\$ 5,951.54	\$ 6,249.12	\$ 6,561.58
Police Officer - Advanced POST	\$ 5,668.13	\$ 5,951.54	\$ 6,249.12	\$ 6,561.58	\$ 6,889.66
Police Officer - Intermediate POST	\$ 5,533.18	\$ 5,809.84	\$ 6,100.33	\$ 6,405.35	\$ 6,725.62
Police Officer Recruit	\$ 4,189.07	\$ -	\$ -	\$ -	\$ -
Police Records Technician	\$ 3,532.53	\$ 3,709.16	\$ 3,894.62	\$ 4,089.35	\$ 4,293.82
Police Sergeant	\$ 6,725.59	\$ 7,061.87	\$ 7,414.96	\$ 7,785.71	\$ 8,175.00
Police Sergeant - Advanced POST	\$ 6,893.73	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38
Police Sergeant - Supervisory POST	\$ 7,061.87	\$ 7,414.96	\$ 7,785.71	\$ 8,175.00	\$ 8,583.75
Property Evidence Specialist	\$ 4,618.45	\$ 4,849.37	\$ 5,091.84	\$ 5,346.43	\$ 5,613.75
Property Evidence Specialist - EMD	\$ 4,668.45	\$ 4,901.87	\$ 5,146.96	\$ 5,404.31	\$ 5,674.53
Property Evidence Specialist - EMD with Longevity	\$ 4,899.37	\$ 5,144.34	\$ 5,401.56	\$ 5,671.64	\$ 5,955.22
Property Evidence Specialist w/Longevity	\$ 4,849.37	\$ 5,091.84	\$ 5,346.43	\$ 5,613.75	\$ 5,894.44
Public Works Director	\$ 9,574.73	\$ 10,053.47	\$ 10,556.14	\$ 11,083.95	\$ 11,638.15
Public Works Inspector	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
Public Works Operations Manager	\$ 5,801.32	\$ 6,091.39	\$ 6,395.96	\$ 6,715.76	\$ 7,051.55
Recreation Coordinator	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Recreation Supervisor	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Senior Building Maintenance Specialist	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Senior Maintenance Worker	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25
Senior Property Evidence Specialist	\$ 5,346.43	\$ 5,613.75	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62
Senior Property Evidence Specialist - EMD	\$ 5,396.43	\$ 5,666.25	\$ 5,949.56	\$ 6,247.04	\$ 6,559.39
Senior Property Evidence Specialist - EMD with Longevity	\$ 5,663.75	\$ 5,946.94	\$ 6,244.29	\$ 6,556.50	\$ 6,884.33
Senior Property Evidence Specialist w/Longevity	\$ 5,613.75	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62	\$ 6,823.55
Senior Technical Support Specialist	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
Support Services Lead Technician	\$ 4,508.50	\$ 4,733.93	\$ 4,970.63	\$ 5,219.16	\$ 5,480.12
Support Services Lead Technician w/ Longevity	\$ 4,733.93	\$ 4,970.63	\$ 5,219.16	\$ 5,480.12	\$ 5,754.13

**MONTHLY SALARY****Effective July 1, 2018**

<b>CLASSIFICATION</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Support Services Lead Technician - EMD	\$ 4,558.50	\$ 4,786.43	\$ 5,025.75	\$ 5,277.04	\$ 5,540.89
Support Services Lead Technician - EMD with Longevity	\$ 4,783.93	\$ 5,023.13	\$ 5,274.29	\$ 5,538.00	\$ 5,814.90
Support Services Supervisor	\$ 5,613.75	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62	\$ 6,823.55
Support Services Supervisor - EMD	\$ 5,663.75	\$ 5,946.94	\$ 6,244.29	\$ 6,556.50	\$ 6,884.33
Support Services Supervisor - EMD with Longevity	\$ 5,944.44	\$ 6,241.66	\$ 6,553.74	\$ 6,881.43	\$ 7,225.50
Support Services Supervisor w/Longevity	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62	\$ 6,823.55	\$ 7,164.73
Support Services Technician	\$ 4,189.07	\$ 4,398.52	\$ 4,618.45	\$ 4,849.37	\$ 5,091.84
Support Services Technician - EMD	\$ 4,239.07	\$ 4,451.02	\$ 4,673.57	\$ 4,907.25	\$ 5,152.61
Support Services Technician - EMD with Longevity	\$ 4,448.52	\$ 4,670.95	\$ 4,904.50	\$ 5,149.73	\$ 5,407.22
Support Services Technician w/Longevity	\$ 4,398.52	\$ 4,618.45	\$ 4,849.37	\$ 5,091.84	\$ 5,346.43
Systems Administrator III	\$ 5,787.33	\$ 6,076.70	\$ 6,380.54	\$ 6,699.57	\$ 7,034.55
WWTP Operator I	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52
WWTP Operator II	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31
WWTP Operator III	\$ 4,534.52	\$ 4,761.25	\$ 4,999.31	\$ 5,249.28	\$ 5,511.74
WWTP Operator in Training	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61
Zoo Director	\$ 6,642.58	\$ 6,974.71	\$ 7,323.45	\$ 7,689.62	\$ 8,074.10
Zoo Education Curator	\$ 3,143.98	\$ 3,301.18	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53
Zookeeper I	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56
Zookeeper II	\$ 3,466.24	\$ 3,639.55	\$ 3,821.53	\$ 4,012.61	\$ 4,213.24



# ***Atascadero City Council***

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## ***Staff Report - Public Works Department***

### **Procurement for Joy Playground Equipment at Colony Park**

#### **RECOMMENDATIONS:**

Council:

1. Award a contract for \$536,709.54 to PlayCore Wisconsin, Inc. (dba GameTime) to furnish and install playground equipment and rubberized surfacing for the Joy Playground project at Colony Park (City Project No. C2016P01).
2. Authorize the City Manager to execute a contract for \$565,061 with PlayCore Wisconsin, Inc. (dba GameTime) to furnish and install playground equipment and rubberized surfacing for the Joy Playground project at Colony Park.
3. Authorize the Director of Public Works to file a Notice of Completion with the County Recorder upon satisfactory completion of the project.

#### **DISCUSSION:**

##### Background:

In May 2013, a group of local residents spoke at a City Council meeting during public comment regarding the need for an all-inclusive playground for special needs children, which takes into account the needs of children with varying capabilities including those with physical or sensory limitations. The Council directed staff to meet with the residents and explore options for a public/private partnership to develop the playground. Shortly thereafter, the City began its partnership with the "Parents for Joy" group with the goal of constructing an all-inclusive playground.

Staff met several times with Parents for Joy in 2013 to review options to develop a playground suitable for all children including those with special needs. As a result of this collaboration, Colony Park was identified as the ideal location for development of this type of recreational facility. The 2005 Colony Park Master Plan was amended by City Council in February 2014 to allow the future playground to be sited in an open area just east of the Community Center building.

Parents for Joy initially identified three playground manufacturers that provided conceptual designs for the proposed playground. Of the conceptual design schemes submitted, the proposal submitted by GameTime was selected based on a set criteria. Staff and Parents for Joy worked with GameTime to select play features that take special needs into account, while at the same time allowing them to play alongside children without disabilities. The conceptual plans were reviewed by the Parks and Recreation Commission in July 2014, and the City Council reviewed and approved the design for the all-inclusive playground design in October 2014. The City Council authorized naming the planned all-inclusive playground as “Joy Playground” in April 2015.

The City applied for a Housing Related Parks (HRP) grant in February 2017 and identified the Joy Playground and Lake Park improvements as projects to be funded. Unfortunately, the City was awarded a “pro-rata” share of the total available HRP grant, much less than expected due to a high number of applications received in the last year of the HRP grant cycle. In order to reach the original amount of \$505,000 identified for the Joy Playground in the HRP grant application, the City Council approved using \$505,000 in Parkland Facilities Fees toward the Joy Playground in November 2017.

Analysis:

Since approval of the Joy Playground design concept at Colony Park, Parents for Joy has been actively fundraising and working with local vendors and contractors to donate work and supplies toward the project, including a contractor mixer in September 2017. The City’s commitment of \$505,000 toward the project brought the project closer to being fully funded. A groundbreaking ceremony for Joy Playground was held on May 1, 2018 and site work began shortly thereafter.

In general, Parents for Joy fundraising monies and in-kind pledges will be used toward site work construction and a portion of the Playground Equipment costs. , City Parkland Facilities Fees in the amount of \$505,000 will be used toward the remaining costs to furnish and install playground equipment and poured-in-place rubberized surfacing. GameTime has provided a quote to furnish and install playground equipment and poured-in-place rubberized surfacing comprised of the following:

Furnish Playground Equipment:	\$ 309,136.54
Install Playground Equipment:	\$ 95,714.00
Construct Poured-in-Place Rubberized Surfacing:	<u>\$ 131,859.00</u>
Total:	<u>\$ 536,709.54</u>

In order to simplify administration, the City will be contracting with GameTime for the entire of \$536,710. Parents for Joy will be issuing a check to the City for their portion of the playground equipment (the amount over \$505,000) prior to the City issuing a purchase order to GameTime.

GameTime is contracted to furnish and install playground equipment with the US Communities Cooperative Purchasing Venture. In accordance with the purchasing policy, the formal bid process may be bypassed when there are other governmental contracts that were competitively bid. US Communities Cooperative Purchasing Venture qualifies under this exemption. City staff has been working with GameTime’s

exclusive regional distributor, Great Western Recreation, who will act as project manager for the remainder of the project.

**FISCAL IMPACT:**

Approval of this item will result in budgeted expenditures of \$505,000 in Parkland Facilities Fees. Parents for Joy will provide a check to the City for approximately \$31,709.54 to cover the shortfall difference between the City's funding and the total GameTime contract amount of \$536,709.54

**ALTERNATIVES:**

None.

**ATTACHMENTS:**

None.





# ***Atascadero City Council***

## ***Staff Report - Community Development Department***

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### **Del Rio Road Commercial Area Specific Plan – Potential Land Uses**

#### **RECOMMENDATION:**

Council receive informational report on land use trends and potential land uses for the Del Rio Specific Plan Area and provide input on potential additional scenarios to be analyzed.

#### **DISCUSSION:**

This is part one of a three part discussion on the future of the Del Rio Specific Plan.

1. Part one includes a discussion of the changing land use trends and the cancellation of the Walmart project.
2. Part two will discuss the results of traffic analysis based on assumed development in and around the Del Rio/El Camino corridor
3. Part three will recommend amendments to the Del Rio Specific Plan to facilitate future development of commercial properties.

#### **Background:**

The Del Rio Road Commercial Area Specific Plan was approved by the City Council in June 2012. The Specific Plan consisted of two components. The first portion is a large retail site on the southeast corner of Del Rio Road / El Camino Real known as the "Walmart site". The Walmart site is a total of 26 acres and contains space for a large retail use, 2 smaller commercial pads and a multi-family residential site. The 2nd component is known as the "Annex site" and includes approximately 10 acres at the north east corner of Del Rio Road and El Camino Real and roughly three acres on the west side of El Camino Real between Highway 101 and El Camino Real (Attachment 1).

Over the past 10 years, the retail environment has drastically changed. The demand for large retail pads is in decline and stores such as Walmart, Sears, K-Mart and others are closing their doors. Walmart announced their plan to cancel the Atascadero project early this year. Their plans remain unchanged and now the property is listed for sale. Sears also announced bankruptcy last week and additional stores such as Orchard Supply Hardware, Macy's, Penney's and others have already closed. Much of this is due to a reorganization from impacts related to internet sales. People are no longer flocking to large discount retailers. Instead they are choosing to shop online or only visit stores for the shopping "experience".

Instead of large retail development, the City is experiencing demand for lodging, restaurants, entertainment, and business park development. A 120 room Hilton hotel is currently being built in a location that was once envisioned for retail on the Annex portion of the Del Rio Specific Plan. The City has also received applications to develop additional restaurants, a fuel station, and other lodging facilities in and around the Del Rio area.

Like all non-City owned property, the owner of the property has the ultimate authority to decide what to do with their property. It is up to Walmart Corporate to choose whether to build or not build, and whether to sell or not sell their property. It is not uncommon for large retailers to purchase and hold onto large tracts of land, but not build a store, in effect keeping competitors out of the market. Walmart has indicated that they will be selling the land and Walmart representatives have told the City that the property is currently on the market.

Although the Walmart site is approved to be developed with large retail, Walmart is likely to sell the site with deed restrictions that will prohibit other large retailers from locating there. They have made similar restrictions on other properties that were recently sold. These deed restrictions limit the size and scope of retail that can locate on the site, preventing competition within Walmart's market area. A sample Walmart deed restriction is included as Attachment 2. It's likely that any deed restriction would prohibit a grocery store, supermarket, pharmacy, or any similar store that exceeds 12,000 square feet in size. Any deed restriction would also likely prohibit department stores that exceed 75,000 square feet in size. Regardless of the deed restriction, the site topography of the Walmart site, combined with regional and national demand for this model, suggest it is probable that we will see a different type of development on the site such as a business park or something for lodging/entertainment uses.

#### Moving Forward:

What does the likelihood of a big box store diminishing mean for the Del Rio Plan? It means there is a need to look at what infrastructure will be needed to serve likely land uses. The traffic analysis for Del Rio was based upon retail development. This meant that the greatest amount of vehicle trips were expected to be on Saturdays and during regular peak shopping hours. The Walmart store generated the lion's share of traffic and triggered the need for a roundabout at El Camino Real and Del Rio Road, while prohibiting any other development in the Specific Plan until such a time that roundabouts were constructed on each end of the Del Rio overpass. This was required to ensure that vehicle traffic would not back up on Del Rio Road between Highway 101 on/off ramps and El Camino Real. It was also required to ensure that vehicle queuing would not back up on Highway 101 off-ramps leading to Del Rio Road.

Lodging uses, restaurants, and business park uses have very different traffic demands that don't peak at the same time as large retail. Assuming the Del Rio area develops with the current trends in land uses, the City may not need to construct a series of roundabouts to alleviate traffic impacts. It is important to look at the impacts anticipated land uses patterns will have on the area.

In order to evaluate the changing conditions, while looking at nearby cumulative development, the City has hired W-Trans to complete a traffic analysis of the Del Rio area. The analysis will be based on an assumed set of existing and future land use for

properties that are both within and outside of the Specific Plan area. The land use assumptions are based upon applications that are currently in process or expected to be in process in the coming months.

Anticipated Land Uses for Del Rio:

Several factors suggest a changing land use pattern for the Del Rio area. In addition to the regional market changes, area property owners are beginning to submit projects and discuss options for development in the Del Rio area. All of the current proposals and discussions include visitor serving and job creating uses instead of large retail. On the Annex portion of the Specific Plan, the owner is contemplating a business park or light industrial tenant. Other properties are exploring opportunities for lodging, restaurants and entertainment uses. The following projects are currently being planned for the Specific Plan and the vicinity:

- 120 room Hilton Home2 Suites hotel currently under construction (inside Specific Plan)
- Two restaurant pads at the corner of Del Rio Road and El Camino Real
- A fuel station, deli, car wash and convenience store (use permit submitted)
- A motel/RV lodging facility west of Highway 101 at Del Rio (use permit submitted)
- New property owners are in escrow on a 10 acre site west of 101 on the north side of Del Rio Road - they plan to re-zone to commercial to allow for visitor serving uses

Given the current land use trends for the area, staff created a series of hypothetical land use scenarios for the Specific Plan and the properties that surround it. The land use scenarios will be utilized to create hypothetical traffic impact scenarios to help determine when the City might need to install traffic improvements at the Del Rio overpass. The “church” property on the west side of Highway 101 that is currently in escrow was also included in the land use scenarios as this property could be included in a future amendment to the Del Rio Specific Plan. The land use scenarios range from a mixture of light industrial uses, mixed-use, retail, grocery stores, and lodging uses to restaurants and other service related uses. The City hired W-trans traffic consultants to begin an analysis of each of the land use scenarios and their associated traffic impacts to both the overpass and the on/off ramps at Del Rio Road. The analysis will also look at traffic flow between Highway 101 and El Camino Real.

The original Del Rio Specific Plan assumed 260,460 square feet of retail uses, 35 apartment units and six single family homes. The new hotel that is under construction has already eliminated approximately 20,000 square feet of assumed retail. The elimination of the Walmart project would remove approximately 130,000 square feet of retail. We believe that without a large retail anchor, other retailers are less likely to be attracted to the vicinity. While we don’t know what the future holds, it is important to understand the effects of different and likely development scenarios. As such, staff has come up with seven different land use scenarios ranging from a possible low-intensity use scenario to likely high-intensity use scenario. The seven scenarios to be analyzed are included as Attachment 3.

Next Steps:

Staff is currently working with W-Trans on the completion of a draft traffic analysis. The draft traffic analysis is expected to be presented at the November 27, 2018 City Council meeting. The analysis will discuss potential development of the Del Rio area and potential traffic impacts. A set of pros and cons, on whether or not to stay the course with the planned overpass, will be discussed to help the Council determine the best path moving forward.

Following the November 28th discussion and City Council/Public input, the scope of necessary amendments to the Del Rio Specific Plan will be determined. Staff will return at a later date with amendments to the Specific Plan to allow development of the specific plan area to continue.

Summary:

The economic world is changing at a rapid pace and decisions made by Walmart, along with other activity taking place near Del Rio and 101 are anticipated to change the land use patterns in the area. As land use patterns change, it is important to anticipate the infrastructure needed to serve the expected land use and to make sure that precious City resources are always being spent at their highest and best use. It is also important to remove the obstacles to economic development and support current development trends when it can be demonstrated that the anticipated development is not likely to create a significant impact.

**FISCAL IMPACT:**

None. This is an informational report only.

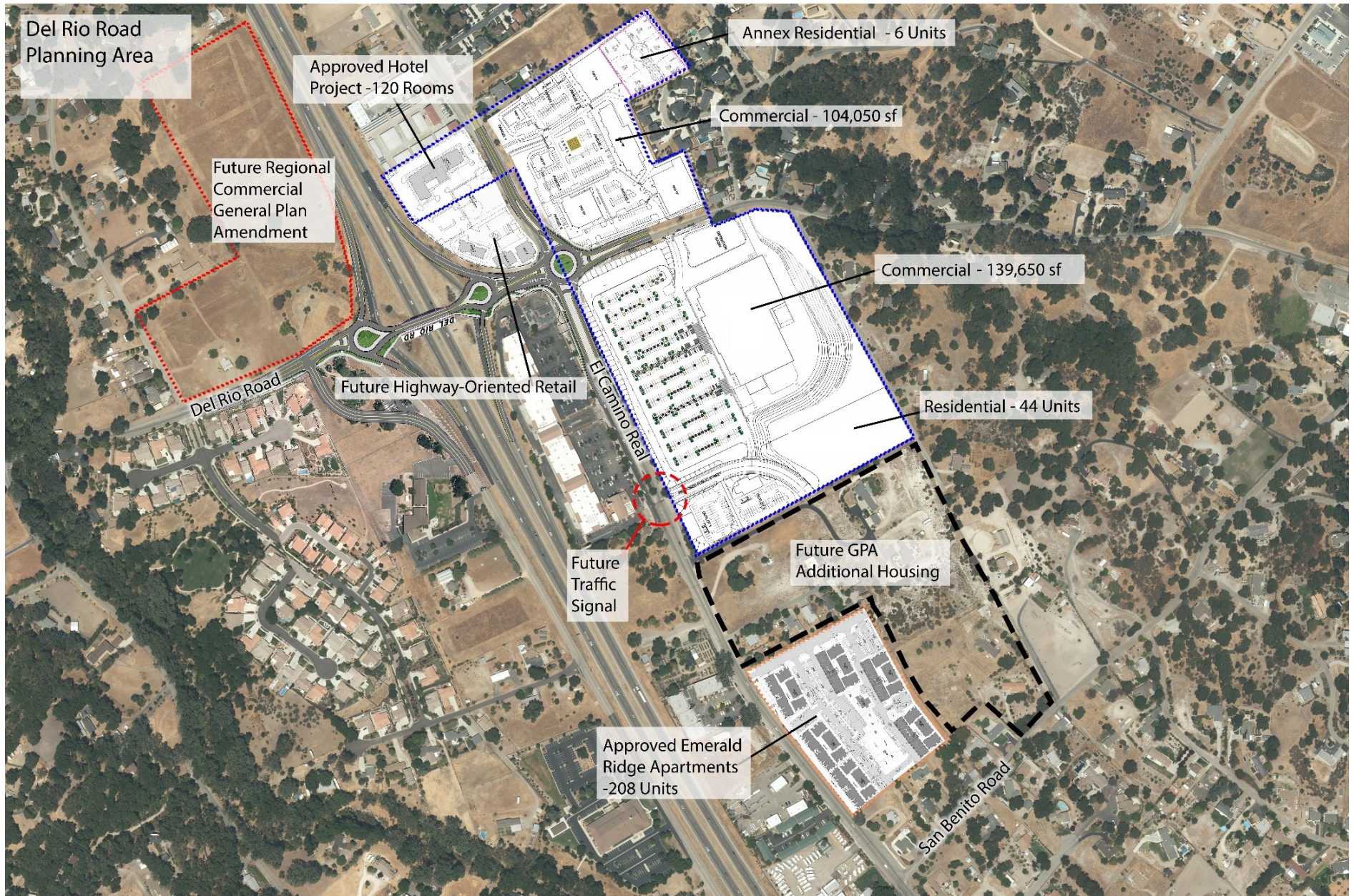
**ALTERNATIVES:**

1. The Council may make modifications to anticipated land use assumptions for the Del Rio Specific Plan and its surrounding planning area.
2. The Council may determine that more information is needed before the City proceeds with completion of a draft traffic analysis. If more information is needed, the Council should clearly state the type of information that is required.

**ATTACHMENTS:**

1. Del Rio Specific Plan
2. Typical Walmart deed restriction
3. Assumed land use scenarios

# Del Rio Specific Plan



WALMART DEED RESTRICTION SAMPLE

Return recorded document to:

Fidelity National Title  
850 East State HWY 114  
Southlake, TX 76092  
Attn: Stephanie Kleam

Party responsible for taxes:

Fidelity National Title  
850 East State HWY 114  
Southlake, TX 76092  
Attn: Stephanie Kleam

**SPECIAL WARRANTY DEED WITH VENDOR'S LIEN**

This SPECIAL WARRANTY DEED WITH VENDOR'S LIEN is made effective Dec 12, 2016, between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, with an address of 702 S.W. 8<sup>th</sup> Street, Bentonville, AR 72716 ("Grantor"); and CHACBAK, LLC, a Texas limited liability company, with an address of 7097 N Expressway 77, Olmito, TX 78575 ("Grantee").

**W I T N E S S E T H:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged; and in further consideration of a note of even date that is in the principal amount of FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,500,000.00) and is executed by Grantee, payable to the order of SOUTHWEST KEY PROGRAMS, INC., as therein provided (the "note"), the sum of FOUR MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,225,000.00) of said note is secured by the vendor's lien herein retained, however the entire FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$4,500,000.00) note is additionally secured by a Deed of Trust of even date herewith to MELODY CHUNG, Trustee, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of Brownsville, Cameron County, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record. Notwithstanding the foregoing, Grantor hereby reserves unto Grantor, and its successors and assigns, all of Grantor's present and reversionary rights, titles and interests in and to all of the oil, gas, coal and other minerals in, on and under or that may be produced from the Property ("**Grantor's Retained Minerals**"). Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the property for the exploration, production or development of oil, gas, coal or

other minerals, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, coal or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon; provided, however, this waiver (i) shall not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the oil, gas, coal and other minerals that may be produced from the Property or the right of Grantor to explore, develop or produce such oil, gas, coal and other minerals by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling or unitization of the Property with other lands and (ii) shall not be construed as waiving, releasing, relinquishing any right, title or interest of a third party who obtained surface or subsurface rights prior to the acquisition of the Property by Grantor . The term "minerals" as used herein means minerals of every kind and character, including, without limitation, oil, gas, casinghead gas, liquid and gaseous hydrocarbons, sulphur, coal, lignite, quartz, brine, salt, peat, coal seam gas, coal bed methane, metals, ores, uranium, vanadium and other fissionable source materials and spatially associated materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy). In addition, in respect of the Grantor's Retained Minerals all future leases or conveyances of all or any part of the Grantor's Retained Minerals shall be subject to and burdened by the surface waiver provisions set forth in the preceding paragraph of this Deed and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to use any portion of the surface of the Property for the exploration, production or development of oil, gas, coal or other minerals. The foregoing provisions shall be covenants running with the Property binding upon all or any part of the Grantor's Retained Minerals and inuring to the benefit of, and enforceable by, Grantee and any future owners of all or any part of the surface estate of the Property. If any one or more of the foregoing provisions, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other of the foregoing provisions and all other applications of any such provision shall not be affected thereby.

This conveyance is expressly subject to the following conditions and restrictions:

(a) With the exception of an emergency care center, urgent or non-urgent medical service provider, or flea market, the Property will not be used for or in support of the following: (i) a grocery store or supermarket, as hereinafter defined below; (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Walmart; (iii) a discount department store or other discount store, as hereinafter defined; (iv) a pharmacy; or (v) gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption (the "Property Restrictions"). "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than twelve thousand (12,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any

grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than seventy-five (75,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart. Notwithstanding the foregoing, the Property Restrictions shall not apply to Wal-Mart Stores, Inc., or any parent company, affiliate, subsidiary, or related company.

(b) The Property shall not be used for or in support of the following: (i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; or (ii) bar or night club (the "Noxious Use Restrictions").

(c) The Property Restrictions shall remain in effect for a period of twenty-five (25) years. The Noxious Use Restrictions shall be perpetual unless applicable law prohibits a perpetual restriction, in which case the Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years. The aforesaid covenants, conditions, and restrictions shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a



particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2017, and thereafter.

The note is secured by a vendor's lien retained in favor of SOUTHWEST KEY PROGRAMS, INC., in this deed and by a deed of trust of even date, from Grantee to MELODY CHUNG, Trustee. The vendor's lien against and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

SOUTHWEST KEY PROGRAMS, INC., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SOUTHWEST KEY PROGRAMS, INC. are transferred to SOUTHWEST KEY PROGRAMS, INC. without recourse against Grantor.

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DEL RIO SPECIFIC PLAN

ASSUMED LAND USE SCENARIOS AND ESTIMATED VEHICLE TRIPS

Trip Generation Summary for Baseline Land Use Scenario											
Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Gas Station	12 fs	205.36	2464	12.5	150	77	73	14.00	168	86	82
Sit-Down Restaurant	3 ksf	112.18	337	9.94	30	17	13	9.77	29	18	11
Pass-by		-5%	-17	-5%	-2	-1	-1	-5%	-1	-1	0
Fast-Food Restaurant	3 ksf	470.95	1413	40.2	121	62	59	32.7	98	51	47
Pass-by		-5%	-71	-5%	-6	-3	-3	-5%	-5	-3	-2
<b>Annex East</b>											
Business Park	100 ksf	12.44	1244	0.40	40	24	16	0.42	42	19	23
<b>Wal-Mart Site</b>											
Business Park	120 ksf	12.44	1493	0.40	48	29	19	0.42	50	23	27
Sit-Down Restaurant	2 ksf	112.18	224	9.94	20	11	9	9.77	20	12	8
Pass-by		-5%	-11	-5%	-1	-1	0	-5%	-1	-1	0
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-98	-5%	-4	-2	-2	-5%	-4	-2	-2
<b>Church Site</b>											
Motel	100 rooms	3.35	335	0.38	38	14	24	0.38	38	21	17
Sit-Down Restaurant	3 ksf	112.18	337	9.94	30	17	13	9.77	29	18	11
Subtotal			9,106		549	288	261		566	298	268
Reductions			-197		-13	-7	-6		-11	-7	-4
<b>Total</b>			<b>8,909</b>		<b>536</b>	<b>281</b>	<b>255</b>		<b>555</b>	<b>291</b>	<b>264</b>

Note: du = dwelling unit; ksf = 1,000 square feet; fs = fuel stations

**Trip Generation Summary for Land Use Scenario 1**

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Restaurant	6 ksf	112.18	673	9.94	60	33	27	9.77	59	37	22
Pass-by		-5%	-34	-5%	-3	-2	-1	-5%	-3	-2	-1
<b>Annex East</b>											
RV Resort	35 units	2.7	95	0.21	7	3	4	0.27	9	6	3
<b>Wal-Mart Site</b>											
Business Park	100 ksf	12.44	1244	0.40	40	24	16	0.42	42	19	23
Coffee Shop	1.5 ksf	820.38	1231	88.90	133	68	65	43.40	65	33	32
Pass-by		-10%	-123	-10%	-13	-7	-6	-10%	-7	-4	-3
Microbrewery	20 ksf	45.96	919	2.07	41	29	12	7.31	146	73	73
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-176	-5%	-11	-6	-5	-5%	-13	-6	-7
<b>Church Site</b>											
Hotel	90 rooms	8.36	752	0.47	42	25	17	0.60	54	28	26
Business Park	50 ksf	12.44	622	0.40	20	12	8	0.42	21	10	11
Gas Station	12 fs	205.36	2464	12.5	150	77	73	14.00	168	86	82
Pass-by		-15%	-370	-15%	-23	-12	-11	-15%	-25	-13	-12
Subtotal			9,259		565	308	257		656	342	314
Reductions			-703		-50	-27	-23		-48	-25	-23
<b>Total</b>			<b>8,556</b>		<b>515</b>	<b>281</b>	<b>234</b>		<b>608</b>	<b>317</b>	<b>291</b>

Note: du = dwelling unit; ksf = 1,000 square feet; fs = fuel stations

**Trip Generation Summary for Land Use Scenario 1A**

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Restaurant	6 ksf	112.18	673	9.94	60	33	27	9.77	59	37	22
Pass-by		-5%	-34	-5%	-3	-2	-1	-5%	-3	-2	-1
<b>Annex East</b>											
RV Resort	35 units	2.7	95	0.21	7	3	4	0.27	9	6	3
<b>Wal-Mart Site</b>											
Business Park	100 ksf	12.44	1244	0.40	40	24	16	0.42	42	19	23
Coffee Shop	1.5 ksf	820.38	1231	88.90	133	68	65	43.40	65	33	32
Pass-by		-10%	-123	-10%	-13	-7	-6	-10%	-7	-4	-3
Microbrewery	20 ksf	45.96	919	2.07	41	29	12	7.31	146	73	73
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-176	-5%	-11	-6	-5	-5%	-13	-6	-7
<b>Church Site</b>											
Houses	20 du	9.44	189	0.74	15	4	11	0.99	20	13	7
Gas Station	12 fs	205.36	2464	12.5	150	77	73	14.00	168	86	82
Pass-by		-15%	-370	-15%	-23	-12	-11	-15%	-25	-13	-12
Subtotal			8,074		518	275	243		601	317	284
Reductions			-703		-50	-27	-23		-48	-25	-23
<b>Total</b>			<b>7,371</b>		<b>468</b>	<b>248</b>	<b>220</b>		<b>553</b>	<b>292</b>	<b>261</b>

Note: du = dwelling unit; ksf = 1,000 square feet; fs = fuel stations

<b>Trip Generation Summary for Land Use Scenario 2</b>											
Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Restaurant	6 ksf	112.18	673	9.94	60	33	27	9.77	59	37	22
Pass-by		-5%	-34	-5%	-3	-2	-1	-5%	-3	-2	-1
<b>Annex East</b>											
Tractor Supply	30 ksf	9.14	274	1.08	32	17	15	2.68	80	38	42
Retail/Services	50 ksf	37.75	1888	0.94	47	29	18	3.81	191	92	99
<b>Wal-Mart Site</b>											
Office Building	100 ksf	10.61	1061	1.21	120	103	17	1.14	114	18	96
Business Park	30 ksf	12.44	373	0.40	12	7	5	0.42	13	6	7
Coffee Shop	1.5 ksf	820.38	1231	88.90	133	68	65	43.40	65	33	32
Pass-by		-10%	-123	-10%	-13	-7	-6	-10%	-7	-4	-3
Microbrewery	20 ksf	45.96	919	2.07	41	29	12	7.31	146	73	73
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-186	-5%	-15	-10	-5	-5%	-18	-7	-11
<b>Church Site</b>											
Mixed-Use Office	40 ksf	10.91	436	1.60	64	55	9	1.19	48	8	40
Mixed-Use Residential	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Restaurant	2.5 ksf	112.18	280	9.94	25	14	11	9.77	24	15	9
Pass-by		-5%	-14	-5%	-1	-1	0	-5%	-1	-1	0
Business Park	20 ksf	12.44	249	0.40	8	5	3	0.42	8	4	4
Internal Capture		-5%	-60	-5%	-6	-4	-2	-5%	-5	-2	-3
Subtotal			8,899		630	401	229		860	387	473
Reductions			-417		-38	-24	-14		-34	-16	-18
<b>Total</b>			<b>8,482</b>		<b>592</b>	<b>377</b>	<b>215</b>		<b>826</b>	<b>371</b>	<b>455</b>

Note: du = dwelling unit; ksf = 1,000 square feet

**Trip Generation Summary for Land Use Scenario 3**

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Restaurant	6 ksf	112.18	673	9.94	60	33	27	9.77	59	37	22
Pass-by		-5%	-34	-5%	-3	-2	-1	-5%	-3	-2	-1
<b>Annex East</b>											
Grocery Store	30 ksf	106.78	3203	3.82	115	69	46	9.24	277	141	136
Business Park	30 ksf	12.44	373	0.40	12	7	5	0.42	13	6	7
Accessory Retail	20 ksf	37.75	755	0.94	19	12	7	3.81	76	36	40
Internal Capture		-5%	-217	-5%	-7	-4	-3	-5%	-18	-9	-9
<b>Wal-Mart Site</b>											
Office Building	60 ksf	10.77	646	1.38	83	71	12	1.17	70	11	59
Mixed-Use Office	40 ksf	10.91	436	1.60	64	55	9	1.19	48	8	40
Mixed-Use Residential	45 du	7.32	329	0.46	21	5	16	0.56	25	16	9
Coffee Shop	1.5 ksf	820.38	1231	88.90	133	68	65	43.40	65	33	32
Pass-by		-10%	-123	-10%	-13	-7	-6	-10%	-7	-4	-3
Sandwich Shop	1.5 ksf	315.17	473	2.07	3	2	1	14.13	21	12	9
Pass-by		-5%	-24	-5%	0	0	0	-5%	-1	-1	0
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-322	-5%	-31	-20	-11	-5%	-24	-9	-15
<b>Church Site</b>											
Houses	20 du	9.44	189	0.74	15	4	11	0.99	20	13	7
Gas Station	12 fs	205.36	2464	12.5	150	77	73	14.00	168	86	82
Pass-by		-15%	-370	-15%	-23	-12	-11	-15%	-25	-13	-12
Subtotal			12,031		747	440	307		934	449	485
Reductions			-1,090		-77	-45	-32		-78	-38	-40
<b>Total</b>			<b>10,941</b>		<b>670</b>	<b>395</b>	<b>275</b>		<b>856</b>	<b>411</b>	<b>445</b>

Note: du = dwelling unit; ksf = 1,000 square feet; fs = fuel stations

**Trip Generation Summary for Land Use Scenario 4**

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Restaurant	3 ksf	112.18	337	9.94	30	17	13	9.77	29	18	11
Pass-by		-5%	-17	-5%	-2	-1	-1	-5%	-1	-1	0
Fast Food Restaurant	3 ksf	470.95	1413	40.19	121	62	59	32.67	98	51	47
Pass-by		-5%	-71	-5%	-6	-3	-3	-5%	-5	-2	-3
<b>Annex East</b>											
Business Park	80 ksf	12.44	995	0.40	32	20	12	0.42	34	16	18
<b>Wal-Mart Site</b>											
Business Park	100 ksf	12.44	1244	0.40	40	24	16	0.42	42	19	23
Coffee Shop	1.5 ksf	820.38	1231	88.90	133	68	65	43.40	65	33	32
Pass-by		-10%	-123	-10%	-13	-7	-6	-10%	-7	-4	-3
Restaurant	2 ksf	112.18	224	9.94	20	11	9	9.77	20	12	8
Pass-by		-5%	-11	-5%	-1	-1	0	-5%	-1	-1	0
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-141	-5%	-10	-5	-5	-5%	-7	-4	-3
<b>Church Site</b>											
Mixed-Use Office	20 ksf	11.13	223	2.27	45	39	6	1.23	25	4	21
Mixed-Use Residential	45 du	7.32	329	0.46	21	5	16	0.56	25	16	9
Business Park	50 ksf	12.44	622	0.40	20	12	8	0.42	21	10	11
Motel	25 rooms	3.35	84	0.38	10	4	6	0.38	10	5	5
Internal Capture		-5%	-63	-5%	-5	-3	-2	-5%	-4	-2	-2
Subtotal			7,961		542	299	245		461	234	227
Reductions			-426		-37	-20	-17		-25	-14	-11
<b>Total</b>			<b>7,535</b>		<b>505</b>	<b>279</b>	<b>228</b>		<b>436</b>	<b>220</b>	<b>216</b>

Note: du = dwelling unit; ksf = 1,000 square feet

**Trip Generation Summary for Land Use Scenario 5**

Land Use	Units	Daily		AM Peak Hour				PM Peak Hour			
		Rate	Trips	Rate	Trips	In	Out	Rate	Trips	In	Out
<b>Annex West</b>											
Hotel	120 rooms	8.36	1003	0.47	56	33	23	0.60	72	37	35
Gas Station	12 fs	205.36	2464	12.5	150	77	73	14.00	168	86	82
Restaurant	4 ksf	112.18	449	9.94	40	22	18	9.77	39	24	15
Pass-by		-5%	-22	-5%	-2	-1	-1	-5%	-2	-1	-1
Fast Food Restaurant	2 ksf	470.95	942	40.19	80	41	39	32.67	65	34	31
Pass-by		-5%	-47	-5%	-4	-2	-2	-5%	-3	-2	-1
<b>Annex East</b>											
Grocery Store	20 ksf	106.78	2136	3.82	76	46	30	9.24	185	94	91
Business Park	80 ksf	12.44	995	0.40	32	20	12	0.42	34	16	18
Accessory Retail	8 ksf	37.75	302	0.94	8	5	3	3.81	30	14	16
Internal Capture		-5%	-172	-5%	-6	-4	-2	-5%	-12	-6	-6
<b>Wal-Mart Site</b>											
Office Building	60 ksf	10.77	646	1.38	83	71	12	1.17	70	11	59
Mixed-Use Office	40 ksf	10.91	436	1.60	64	55	9	1.19	48	8	40
Mixed-Use Residential	45 du	7.32	329	0.46	21	5	16	0.56	25	16	9
Coffee Shop	1.5 ksf	820.38	1231	88.90	133	68	65	43.40	65	33	32
Pass-by		-10%	-123	-10%	-13	-7	-6	-10%	-7	-4	-3
Sandwich Shop	1.5 ksf	315.17	473	2.07	3	2	1	14.13	21	12	9
Pass-by		-5%	-24	-5%	0	0	0	-5%	-1	-1	0
Apartments	35 du	7.32	256	0.46	16	4	12	0.56	20	13	7
Internal Capture		-5%	-322	-5%	-31	-20	-11	-5%	-24	-9	-15
<b>Church Site</b>											
Tractor Supply	30 ksf	9.14	274	1.08	32	17	15	2.68	80	38	42
Grocery Store	30 ksf	106.78	3203	3.82	115	69	46	9.24	277	141	136
Retail Pad 1	5 ksf	37.75	189	0.94	5	3	2	3.81	19	9	10
Retail Pad 2	6 ksf	37.75	227	0.94	6	4	2	3.81	23	11	12
Mixed-Use Office	4 ksf	11.69	47	7.56	30	26	4	1.34	5	1	4
Mixed-Use Residential	10 du	7.32	73	0.46	5	1	4	0.56	6	4	2
Internal Capture		-5%	-201	-5%	-10	-6	-4	-5%	-21	-10	-10
Subtotal			15,651		955	569	386		1,251	601	650
Reductions			-887		-66	-40	-26		-69	-32	-36
<b>Total</b>			<b>14,764</b>		<b>889</b>	<b>529</b>	<b>360</b>		<b>1,182</b>	<b>569</b>	<b>614</b>

Note: du = dwelling unit; ksf = 1,000 square feet; fs = fuel stations