

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**ATASCADERO POLICE ASSOCIATION**

**AND**

**CITY OF ATASCADERO**

**JULY 1, 2021 THROUGH JUNE 30, 2024**

## **ARTICLE I - GENERAL PROVISIONS**

### **SECTION 1.1 PREAMBLE**

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

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

### **SECTION 1.2 RECOGNITION**

- a. The City of Atascadero recognizes the Association as the recognized and exclusive representative for the following positions:

#### Police Officer Classification

- Police Officer
- Police Officer – Intermediate POST
- Police Officer – Advanced POST

#### Police Corporal Classification

- Police Corporal
- Police Corporal – Intermediate POST
- Police Corporal – Advanced POST

#### Police Sergeant Classification

- Police Sergeant
- Police Sergeant – Advanced POST
- Police Sergeant – Supervisory POST

#### Property Evidence Specialist Classification

- Senior Property Evidence Specialist
- Senior Property Evidence Specialist - EMD

#### Support Services Classification

- Lead Records Technician
- Public Safety Dispatcher
- Public Safety Dispatcher - EMD
- Public Safety Lead Dispatcher
- Public Safety Lead Dispatcher – EMD

#### Other Classifications

- Police Officer- Recruit
- Community Services Officer
- Code Enforcement Officer

For purposes of this MOU, positions with a POST or EMD designation are hereinafter included in any reference to Police Officer, Police Corporal, Police Sergeant, Senior Property Evidence Specialist, Public Safety Dispatcher, and Public Safety Lead Dispatcher.

- 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 AGREEMENTS**

- 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 FORCES AND EFFECT**

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain



in full force and effect during the term of this MOU unless changed by mutual agreement.

- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

## **ARTICLE II - RESPECTIVE RIGHTS**

### **SECTION 2.1 ASSOCIATION RIGHTS**

The Association shall have the following rights and responsibilities:

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

### **SECTION 2.2 CITY RIGHTS**

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



## **SECTION 2.3 PEACEFUL PERFORMANCE**

- a. The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the City of Atascadero. Association agrees that under no circumstances will the Association recommend, encourage, cause or promote its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as "work-stoppage") in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have risen to such work stoppage until said work stoppage has ceased.
- b. In the event of any work stoppage during the term of this MOU, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notices shall be served upon the City. If in the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, against any such employees.

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

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

#### **a. Work Period**

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

#### **b. Mealtime**

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

c. Mealtime Call-out for Shift Employees

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

d. Rest Periods

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

e. Missed Rest Periods and Mealtime

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

f. Medical Attention for On-the-Job Injuries

Employees shall make reasonable attempts to schedule all medical treatment related to on-the-job injuries during non-scheduled work hours. Medical treatment for on-the-job injuries that are required during scheduled work hours shall be paid time. Medical appointments during normal scheduled work hours should be coordinated with the employee's supervisor so the best interests of the department are maintained. At no point will the employee be compensated for medical appointments that are not during his/her normal work shift; nor will employees receive overtime for attending medical appointments.

g. Definition of Shift Employees

Shift employees that are assigned to positions in which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis shall include all classifications identified Section 1.2 of this MOU.

h. Shift Trade

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

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



## **SECTION 3.2 OVERTIME**

### **a. Rate**

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay. All overtime shall be recorded and paid in the following manner:

- 1 to 15 minutes, overtime compensation –  $\frac{1}{4}$  hour
- 16 to 30 minutes, overtime compensation –  $\frac{1}{2}$  hour
- 31 to 45 minutes, overtime compensation –  $\frac{3}{4}$  hour
- 46 to 60 minutes, overtime compensation – 1 hour

### **b. Hours Paid**

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

### **c. Compensatory Time (CT)**

Notwithstanding the provisions of this section, employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the Police Department and the employee. Employees may accumulate a maximum of 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.

### **e. Schools/Training/Qualifications/Department Meetings**

Overtime for Police Officers, Police Corporals or Police Sergeants as the result of Department-wide training and meetings authorized by the Chief of Police will be compensated at the time and one-half overtime rate.

Hours traveling, studying, or evening classes shall be paid in accordance with all FLSA provisions.

Travel time for mandatory or department assigned travel events shall be compensated as follows:

When an employee is required to travel outside of San Luis Obispo County, the employee will be compensated for their time spent in travel as paid time. Time spent in travel shall be measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. Whenever possible the employee's work schedule should be adjusted within the two week work period to accommodate this travel time as straight paid time. Any time spent in travel in excess of the 80 hours shall be compensated as overtime.



Travel time for employee-requested, promotional or other voluntary training shall be compensated as follows:

When an employee is required to travel outside of San Luis Obispo County, the employee may be compensated for their time spent in travel as paid time when the travel time can be accommodated within the employee's 80 hour work-period. Time spent in travel shall be measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. When it meets the needs of the department, the employee's work schedule should be adjusted within the two week work period to accommodate this travel time as straight paid time. Any time spent in travel for voluntary training in excess of the 80 hour two week work period shall not be compensated.

### **SECTION 3.3 CALLBACK PAY**

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

### **SECTION 3.4 COURT TIME/STANDBY TIME**

- a. Employees assigned standby duty shall receive fifty dollars (\$50.00) for each day of standby duty. A day is defined as a 24 hour period.
- b. Employees placed on standby by the court at a time they are not working shall be compensated at the rate of two (2) hours straight time compensation for every four (4) hours of actual time in standby assignment, prorated for more or less than four hours. Minimum compensation will be for one (1) hour of straight time.
- c. Employees responding to work from standby shall receive a minimum of two hours pay at straight time. Employees working in excess of one hour and twenty minutes once called back shall receive time and one-half pay for hours worked in excess of one hour and twenty minutes, or two hours straight time, whichever is greater.
- d. The Chief of Police may place employees on standby status. Standby duty shall not be considered as hours worked for the purpose of computing overtime.
- e. Employees on standby status shall provide the Public Safety Dispatcher or their designee with a telephone number where he/she can be reached directly; and be able to respond to the predetermined duty assignment within one hour from the time of notification.

## ARTICLE IV - PAY PROVISIONS

### SECTION 4.1 SALARY

Year 1- Effective July 1, 2021, all employees covered under this MOU shall receive a 5.0% (five point zero percent) COLA salary increase to base salary. The City understands and appreciates the need to retain our quality employees and the City acknowledges that the wages paid for certain positions are below the comparable wages for other cities within the County. Because the City hopes to increase retention and attraction of professional employees, the following inequity adjustments will be made:

- a. The following position will receive a 2.5% (two point five percent) inequity adjustment to base salary in addition to the COLA salary increase above:

#### Support Services Classification

- Lead Records Technician

- b. The following positions will receive a 7.5% (seven point five percent) inequity adjustment to base salary in addition to the COLA salary increase above:

#### Police Officer Classification

- Police Officer
- Police Officer – Intermediate POST
- Police Officer – Advanced POST

#### Police Corporal Classification

- Police Corporal
- Police Corporal – Intermediate POST
- Police Corporal – Advanced POST

#### Support Services Classification

- Public Safety Dispatcher
- Public Safety Dispatcher - EMD

#### Other Classifications

- Police Officer- Recruit
- Code Enforcement Officer

- c. The following positions will receive a 10.0% (ten point zero percent) inequity adjustment to base salary in addition to the COLA salary increase above:

#### Police Sergeant Classification

- Police Sergeant
- Police Sergeant – Advanced POST
- Police Sergeant – Supervisory POST

#### Support Services Classification

- Public Safety Lead Dispatcher
- Public Safety Lead Dispatcher – EMD

#### Other Classifications

- Community Services Officer



- d. The following position will receive a 12.5% (twelve point five percent) inequity adjustment to base salary in addition to the COLA salary increase above:

Property Evidence Specialist Classification

- Senior Property Evidence Specialist
- Senior Property Evidence Specialist – EMD

The following monthly salaries are effective July 1, 2021:

**MONTHLY SALARY**  
**Effective July 1, 2021**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Code Enforcement Officer	\$ 4,967.80	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39
Community Services Officer	\$ 3,987.33	\$ 4,186.70	\$ 4,396.04	\$ 4,615.84	\$ 4,846.63
Police Corporal	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84
Police Corporal - Intermediate POST	\$ 7,023.46	\$ 7,374.63	\$ 7,743.36	\$ 8,130.53	\$ 8,537.06
Police Corporal- Advanced POST	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28
Police Lead Records Technician	\$ 4,967.80	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39
Police Level 3 Reserve Officer	\$ 6,215.10	\$ 6,525.86	n/a	n/a	n/a
Police Officer	\$ 6,215.10	\$ 6,525.86	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50
Police Officer - Intermediate POST	\$ 6,370.48	\$ 6,689.00	\$ 7,023.45	\$ 7,374.62	\$ 7,743.35
Police Officer - Advanced POST	\$ 6,525.86	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23
Police Officer Recruit	\$ 4,846.63	\$ -	\$ -	\$ -	\$ -
Police Sergeant	\$ 7,962.26	\$ 8,360.37	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18
Police Sergeant - Advanced POST	\$ 8,161.32	\$ 8,569.39	\$ 8,997.86	\$ 9,447.75	\$ 9,920.14
Police Sergeant - Supervisory POST	\$ 8,360.37	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09
Public Safety Dispatcher	\$ 4,846.63	\$ 5,088.96	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11
Public Safety Dispatcher - EMD	\$ 4,896.63	\$ 5,141.46	\$ 5,398.54	\$ 5,668.47	\$ 5,951.89
Public Safety Dispatcher w/Longevity	\$ 5,088.96	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67
Public Safety Dispatcher - EMD w/Longevity	\$ 5,138.96	\$ 5,395.91	\$ 5,665.71	\$ 5,949.00	\$ 6,246.45
Public Safety Lead Dispatcher	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95
Public Safety Lead Dispatcher - EMD	\$ 5,393.41	\$ 5,663.08	\$ 5,946.24	\$ 6,243.56	\$ 6,555.73
Public Safety Lead Dispatcher w/Longevity	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70
Public Safety Lead Dispatcher - EMD w/Longevity	\$ 5,660.58	\$ 5,943.61	\$ 6,240.80	\$ 6,552.84	\$ 6,880.48
Senior Property Evidence Specialist	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66
Senior Property Evidence Specialist - EMD	\$ 6,544.95	\$ 6,872.20	\$ 7,215.82	\$ 7,576.61	\$ 7,955.44
Senior Property Evidence Specialist w/Longevity	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39
Senior Property Evidence Specialist - EMD w/Longevity	\$ 6,869.70	\$ 7,213.19	\$ 7,573.85	\$ 7,952.55	\$ 8,350.17



Year 2-

Effective July 1, 2022 all employees covered under this MOU shall receive a 4.0% (four point zero percent) COLA increase to base salary. Because the wages paid for certain positions are below the comparable wages for other cities within the County, and because the City hopes to increase retention and attraction of professional employees, an additional 1.0% (one point zero percent) inequity adjustment, for a total of 5% (five point zero percent) will be made to base salary for all employees covered under this MOU.

The following monthly salaries are effective July 1, 2022:

**MONTHLY SALARY**  
**Effective July 1, 2022**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Code Enforcement Officer	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31
Community Services Officer	\$ 4,186.70	\$ 4,396.04	\$ 4,615.84	\$ 4,846.63	\$ 5,088.96
Police Corporal	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28
Police Corporal - Intermediate POST	\$ 7,374.63	\$ 7,743.36	\$ 8,130.53	\$ 8,537.06	\$ 8,963.91
Police Corporal- Advanced POST	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28	\$ 9,182.54
Police Lead Records Technician	\$ 5,216.19	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31
Police Level 3 Reserve Officer	\$ 6,525.86	\$ 6,852.15	n/a	n/a	n/a
Police Officer	\$ 6,525.86	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23
Police Officer - Intermediate POST	\$ 6,689.01	\$ 7,023.46	\$ 7,374.63	\$ 7,743.36	\$ 8,130.53
Police Officer - Advanced POST	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84
Police Officer Recruit	\$ 5,088.96	n/a	n/a	n/a	n/a
Police Sergeant	\$ 8,360.37	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09
Police Sergeant - Advanced POST	\$ 8,569.38	\$ 8,997.85	\$ 9,447.74	\$ 9,920.13	\$ 10,416.14
Police Sergeant - Supervisory POST	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09	\$ 10,670.19
Public Safety Dispatcher	\$ 5,088.96	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67
Public Safety Dispatcher - EMD	\$ 5,138.96	\$ 5,395.91	\$ 5,665.71	\$ 5,949.00	\$ 6,246.45
Public Safety Dispatcher w/Longevity	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95
Public Safety Dispatcher - EMD w/Longevity	\$ 5,393.41	\$ 5,663.08	\$ 5,946.24	\$ 6,243.56	\$ 6,555.73
Public Safety Lead Dispatcher	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70
Public Safety Lead Dispatcher - EMD	\$ 5,660.58	\$ 5,943.61	\$ 6,240.80	\$ 6,552.84	\$ 6,880.48
Public Safety Lead Dispatcher w/Longevity	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69
Public Safety Lead Dispatcher - EMD	\$ 5,941.11	\$ 6,238.17	\$ 6,550.08	\$ 6,877.59	\$ 7,221.47
Senior Property Evidence Specialist	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39
Senior Property Evidence Specialist - EMD	\$ 6,869.70	\$ 7,213.19	\$ 7,573.85	\$ 7,952.55	\$ 8,350.17
Senior Property Evidence Specialist w/Longevity	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39	\$ 8,703.86
Senior Property Evidence Specialist - EMD w/Longevity	\$ 7,210.69	\$ 7,571.22	\$ 7,949.79	\$ 8,347.28	\$ 8,764.64



Year 3-

Effective July 1, 2023 all employees covered under this MOU shall receive a 3.5% (three point five percent) COLA salary increase. Because the wages paid for certain positions are below the comparable wages for other cities within the County, and because the City hopes to increase retention and attraction of professional employees, an additional 1.5% (one point five percent) inequity adjustment, for a total of 5% (five point zero percent) will be made to base salary for all employees covered under this MOU.

### MONTHLY SALARY

Effective July 1, 2023

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Code Enforcement Officer	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31	\$ 6,657.33
Community Services Officer	\$ 4,396.04	\$ 4,615.84	\$ 4,846.63	\$ 5,088.96	\$ 5,343.41
Police Corporal	\$ 7,554.50	\$ 7,932.22	\$ 8,328.83	\$ 8,745.27	\$ 9,182.53
Police Corporal - Intermediate POST	\$ 7,743.36	\$ 8,130.53	\$ 8,537.06	\$ 8,963.91	\$ 9,412.11
Police Corporal- Advanced POST	\$ 7,932.22	\$ 8,328.83	\$ 8,745.27	\$ 9,182.53	\$ 9,641.66
Police Lead Records Technician	\$ 5,477.00	\$ 5,750.85	\$ 6,038.39	\$ 6,340.31	\$ 6,657.33
Police Level 3 Reserve Officer	\$ 6,852.15	\$ 7,194.76	n/a	n/a	n/a
Police Officer	\$ 6,852.15	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84
Police Officer - Intermediate POST	\$ 7,023.45	\$ 7,374.62	\$ 7,743.35	\$ 8,130.52	\$ 8,537.05
Police Officer - Advanced POST	\$ 7,194.76	\$ 7,554.50	\$ 7,932.23	\$ 8,328.84	\$ 8,745.28
Police Officer Recruit	\$ 5,343.41	n/a	n/a	n/a	n/a
Police Sergeant	\$ 8,778.39	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09	\$ 10,670.19
Police Sergeant - Advanced POST	\$ 8,997.85	\$ 9,447.74	\$ 9,920.13	\$ 10,416.14	\$ 10,936.95
Police Sergeant - Supervisory POST	\$ 9,217.31	\$ 9,678.18	\$ 10,162.09	\$ 10,670.19	\$ 11,203.70
Public Safety Dispatcher	\$ 5,343.41	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95
Public Safety Dispatcher - EMD	\$ 5,393.41	\$ 5,663.08	\$ 5,946.24	\$ 6,243.56	\$ 6,555.73
Public Safety Dispatcher w/Longevity	\$ 5,610.58	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70
Public Safety Dispatcher - EMD w/Longevity	\$ 5,660.58	\$ 5,943.61	\$ 6,240.80	\$ 6,552.84	\$ 6,880.48
Public Safety Lead Dispatcher	\$ 5,891.11	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69
Public Safety Lead Dispatcher - EMD	\$ 5,941.11	\$ 6,238.17	\$ 6,550.08	\$ 6,877.59	\$ 7,221.47
Public Safety Lead Dispatcher w/Longevity	\$ 6,185.67	\$ 6,494.95	\$ 6,819.70	\$ 7,160.69	\$ 7,518.72
Public Safety Lead Dispatcher - EMD w/Longevity	\$ 6,235.67	\$ 6,547.45	\$ 6,874.83	\$ 7,218.58	\$ 7,579.50
Senior Property Evidence Specialist	\$ 7,160.69	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39	\$ 8,703.86
Senior Property Evidence Specialist - EMD	\$ 7,210.69	\$ 7,571.22	\$ 7,949.79	\$ 8,347.28	\$ 8,764.64
Senior Property Evidence Specialist w/Longevity	\$ 7,518.72	\$ 7,894.66	\$ 8,289.39	\$ 8,703.86	\$ 9,139.05
Senior Property Evidence Specialist - EMD w/Longevity	\$ 7,568.72	\$ 7,947.16	\$ 8,344.52	\$ 8,761.75	\$ 9,199.83



- a. Steps B, C, D, and E shall be paid upon completion of twelve months of employment at the preceding step where the employee has demonstrated at least satisfactory job progress and normally increasing productivity, and upon recommendation of the Department Head and approval of the City Manager.
- b. Police Officers and Police Corporals who possess a P.O.S.T. Intermediate Certificate shall receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Intermediate Certificate.
- c. Police Officers and Police Corporals who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Advanced Certificate, in addition to 4.1.b above.
- d. Police Sergeants who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Advanced Certificate.
- e. Police Sergeants who possess a P.O.S.T. Supervisory Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Supervisory Certificate, in addition to 4.1.d above.
- f. Each Public Safety Dispatcher, Senior Property Evidence Specialist, or Public Safety Lead Dispatcher having the Emergency Medical Dispatch (EMD) Certification will receive the following amounts more in base salary per month than those positions within the same classification without an EMD Certificate:

	Step A	Step B	Step C	Step D	Step E
EMD Pay	\$ 50.00	\$ 52.50	\$ 55.13	\$ 57.89	\$ 60.78

## SECTION 4.2 INCENTIVE PAY

Employees shall be reimbursed up to a maximum of \$1,600 per fiscal year as follows:

- a. 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. Coursework description, proof of passing grade, receipts and proof of payment are required for reimbursement. Hotels, airfare, meals, and other travel related expenses are not eligible for reimbursement.
- b. Gym and fitness memberships: The City will reimburse employees up to 50% of costs to a maximum of \$600 per fiscal year for gym memberships, fitness training classes, jiu jitsu, other similar classes, or memberships as approved by the Chief of Police in advance. Employee must submit membership or class description, receipts or other proof of cost, and proof of employee payment in order to receive reimbursement. This program is voluntary and employees will participate on their own time without compensation from the City.
- c. In no instance will an employee be reimbursed more than \$1,600 for expenditures incurred in any fiscal year.



- d. Employee shall be responsible for any applicable federal, state or local taxes.
- e. Based on title 2 of the California Code of Regulations Section 571, the health and wellness reimbursement, will not be considered "Special Compensation", will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee's retirement benefits. In the event that CalPERS at some time in the future determines that the health and wellness reimbursement meets the definition of "Special Compensation", both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

### **SECTION 4.3 CONTINUOUS SERVICE PAY**

Employees in the Public Safety Dispatcher, Public Safety Lead Dispatcher, , and Senior Property Evidence Specialist classifications, after five years of continuous service in the classification and satisfactory or better evaluations, shall receive five percent (5%) in additional pay to their base salary.

### **SECTION 4.4 RETIREMENT**

#### 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 including Police Officers, Police Corporals and Police Sergeants 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 including Police Officers, Police Corporals and Police Sergeants 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 Police Officers, Police Corporals and Police Sergeants 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.

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

- a. Non-Sworn Safety 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 including Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Public Safety Dispatcher, Senior Property Evidence Specialist, Lead Records Technician, and Public Safety Lead Dispatcher 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 0% (zero percent) of the Non-sworn Miscellaneous Member employee contribution of 8% (eight percent). Non-sworn Miscellaneous Member employees will pay the employee contribution of 8% (eight percent).

TIER 2

Non-sworn Miscellaneous Member employees including Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Public Safety Dispatcher, Senior Property Evidence Specialist, Lead Records Technician, and Public Safety Lead Dispatcher 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 0% (zero percent) of the Non-sworn Miscellaneous Member employee contribution of 7% (seven percent). Non-sworn Miscellaneous Member employees will pay the employee contribution of 7% (seven percent).



### TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Non-sworn Miscellaneous Member employees including Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Public Safety Dispatcher, Senior Property Evidence Specialist, Lead Records Technician, and Public Safety Lead Dispatcher 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.

### **SECTION 4.5 SICK LEAVE/STAY WELL PLAN**

- a. Sick leave accumulates at a rate of eight (8) hours per month. There is no limit to the accumulation.
- b. Employees with 384 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
  - 1. The sick leave pay-off will occur during the 52-week period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 384 hours sick leave.
  - 2. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. (The annual allotment is 95.94 hours).
  - 3. Checks will be prepared by December 15 of each year.
- c. 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. 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 4.6 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 7.38 hours per pay period.

#### **SECTION 4.7 HOLIDAYS**

- a. Employees shall receive twelve (12) holidays per calendar year. Said holidays shall be earned in eight (8) hour increments on the 1<sup>st</sup> day of the first full pay period of each month.
- b. Employees may elect one of the following options with regards to holidays:
  1. **Hours as Earned:** Employees may elect to receive eight hours of holiday time on the 1st day of the first full pay period of each month. This shall be the default option if employees do not select another method of receipt.
  2. **Paid as Earned:** Employees may elect to be paid for eight hours of holiday time as it is earned on the first full pay period of each month
  3. **Front Loading Hours:** Employees may elect to front load their holiday time and be credited with 96 hours of holiday time on the 1st day of the first full pay period in January. Employees who choose this option for front loading will still earn their holiday time in 8 hour increments on the 1st day of the first full pay period of each month. Employees choosing this option who terminate employment during the year shall pay the City back for any hours used but not earned, and will not receive pay for hours credited but not earned. To be eligible for this option an employee must:
    - Sign an agreement with the City of Atascadero acknowledging that the employee is liable for any funds owed to the City upon termination and authorizing a payroll deduction allowing the City to deduct any amounts owed from the employee's final check; and
    - Be employed by the City on the last day of the first full pay period in January; and
    - Work (not in a paid leave status) for at least one day during the first full pay period in January; and

- Receive City Manager approval if they are a probationary employee.
- c. Holidays must be used within the calendar year. Employees may take holiday time off consistent with the scheduling needs of the City and subject to approval of the Chief of Police.
- d. Employees shall be allowed to accrue holiday hours prior to required payoff.
- e. Employees who have not used their accrued holiday time by December 31<sup>st</sup>, will be paid for all accrued holiday hours, no later than the second payday of January.
- f. Employees may elect to apply the value of accrued holiday hours to their deferred compensation account. Election forms must be completed and received no later than December 31<sup>st</sup>, to be processed no later than the second payday of January.

#### **SECTION 4.8 BEREAVEMENT LEAVE**

Employees shall be granted bereavement leave pursuant to the July 2012 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.



#### **SECTION 4.9 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 OUT-OF-CLASS PAY**

Employees who are assigned to work out of class for fifteen (15) or more consecutive days shall receive five percent (5%) of current base salary in addition to regular salary in accordance with Personnel System Rules Section 4.10.

#### **SECTION 4.11 CANINE HANDLER PAY**

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at the time and one-half overtime rate per hour of the handler. It is agreed that canine handlers normally spend 7 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 7 hours. Such hours worked shall not be interpreted to be (1) shift extension, (2) callback to work, or (3) scheduled work performed in excess of the regular shift for overtime purposes.

#### **SECTION 4.12 FIELD TRAINING OFFICER INCENTIVE PAY**

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

#### **SECTION 4.13 ACTING WATCH COMMANDER PAY**

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

#### **SECTION 4.14 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.

#### **SECTION 4.15 LONGEVITY EXCLUSIVELY AS SECTION 457 CONTRIBUTION**

- a. For those active employees that have attained 10 years of continuous full time employment, the City, consistent with sections (b) through (f) below, shall deposit funds into a separate deferred compensation plan Section 457 account for each employee in the following amounts:
  - i. Fiscal Year 2021-2022: \$50 for each whole year of continuous full-time employment with the City
  - ii. After July 1, 2022: \$100 per year for each whole year of continuous full-time employment with the City
- b. Only employees who have received an overall rating of “satisfactory” or better on their last evaluation on file will be eligible for the longevity 457 contribution.
- c. Whole years of full time employment shall be determined on September 1<sup>st</sup> of each year for each active employee.
- d. Fractions of a year will be rounded down to the nearest whole year.
- e. For Fiscal Year 2021-2022, deposit into the deferred compensation account shall be made in one lump sum no later than 60 days after execution of this MOU. Thereafter, deposit into the deferred compensation account shall be made in one lump sum annually no later than the second pay period in September.
- f. Based on title 2 of the California Code of Regulations Section 571, the annual City deferred contribution for longevity into the separate deferred compensation plan, will not be considered special compensation, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the longevity Section 457 Contribution meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.

#### **SECTION 4.16 POLICE RECRUIT ACADEMY HOUSING REIMBURSEMENT**

- a. If required by the City of Atascadero to attend a POST Academy over 60 miles distance from their place of residence, Police Recruits will receive a housing reimbursement, not to exceed \$600 per month for the duration of their participation in the POST Academy. Police Officer Recruits will be required to submit proof of housing/rental agreement in order to receive reimbursement. Reimbursement eligibility will cease upon completion or termination from the POST Academy.
- b. Employee shall be responsible for any applicable federal, state or local taxes.
- c. Based on title 2 of the California Code of Regulations Section 571, the housing reimbursement, will not be considered “Special Compensation”, will not be reported to CalPERS as compensation and will not be considered as compensation when calculating an employee’s retirement benefits. In the event that CalPERS at some time in the future determines that the housing reimbursement meets the definition of “Special Compensation”, both parties agree to reopen negotiations related to the financial impacts and implementation of this issue.



## 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 \$2,035.57 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 \$1,513.88 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 \$1,076.83 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 dollars (\$50,000).
- e. The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in a total amount of one thousand dollars (\$1,000) per dependent during the term of this agreement.
- f. The Medical Insurance Committee may recommend changes in the level of service and service providers to the City during the term of the agreement. Each recognized bargaining unit shall have a representative on the committee, and management will have one representative.
- g. The City shall make available to employees covered by this MOU a Flexible Benefit Plan, in compliance with applicable Internal Revenue Code provisions. The plan will enable an employee, on a voluntary basis, to cover additional out of pocket premium expenses for insurance through pre-tax payroll dollars.
- h. State Disability Insurance – The City has provided State Disability Insurance as a payroll deduction of each employee.



## **SECTION 5.2 ANNUAL COUNSELING**

The City agrees to provide up to four (4) counseling appointments each fiscal year for members of the Association that choose to see a counselor/psychologist. This program is voluntary and employees will participate on their own time without compensation from the City. The counselor or psychologist must be licensed and under contract with the City. At the request of the Association, the City will consider contracting with additional specific counselors/psychologists.

## **SECTION 5.3 UNIFORM/SAFETY EQUIPMENT ALLOWANCE**

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

- a. The City shall provide an annual uniform allowance of one thousand dollars (\$1,000) for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Senior Property Evidence Specialist and Code Enforcement Officer.
- b. The City will make an upfront lump sum payment of the current fiscal year's uniform allowance no later than the second pay day in July for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Senior Property Evidence Specialist and Code Enforcement Officer.
- c. For employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Senior Property Evidence Specialist and Code Enforcement Officer - upon initial hire the employee will receive a prorated amount based upon the number of days remaining until July 1. The City would at the same time advance the new employee an amount that when added to his initial uniform allowance would equal the annual uniform allowance. The amount advanced upon hire would then be deducted from the employee's first full uniform allowance check, the following July. (Example: If, in fiscal year 2021/2022 an employee worked six months in the first fiscal year, he/she would receive \$900 in that first year and \$550 in the second fiscal year. (\$1,000 2022/2023 uniform allowance less repayment of ½ of 2021/2022 uniform allowance advanced to the employee upon hire) All subsequent years the employee would receive the full \$1,000 until separation from the City.)
- d. When a Community Services Officer, Senior Property Evidence Specialist, Code Enforcement Officer Police Officer, Police Corporal or Police Sergeant separates from the City, the Uniform Allowance will be prorated based upon the number of days employed in the then current fiscal year and any amounts owed to the City will be deducted from his/her final check.
- e. Uniforms damaged on duty shall be replaced as prorated by the Police Chief. Employees are required to seek reimbursement through the courts with all practical diligence.
- f. The City shall reimburse up to Two-Hundred (\$200.00) Dollars per fiscal year for the purchase of eligible uniform items to employees in the following positions:
  - Lead Records Technician,
  - Public Safety Dispatcher,



## Public Safety Lead Dispatcher

Eligible uniform items include Civilian Uniform Shirts, Civilian Uniform Pants, and Non-Uniform Polo Shirts as approved by the uniform committee and the City Manager. In no instance will the City reimburse employees for clothing that may be worn outside of the Atascadero Police Department work environment.

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

- g. The City shall make available to Police Officers, Police Corporals and Police Sergeants a bulletproof vest. Employees requesting a vest shall certify that they will wear the vest at all times, except in extreme climatic conditions. Vests shall be replaced or refurbished each 4 or 5 years as manufacturer's specifications dictate. Employees already owning a vest shall continue to use them until repair or refurbishment becomes necessary, as determined by the Chief of Police.
- h. The following additional safety equipment shall be provided to all Police Officers, Police Corporals and Police Sergeants by the City:
  - Service weapon
  - Baton
  - Duty belt with holster, keeper straps, handcuff case, chemical mace pouch, key ring, baton ring, ammunition pouch, radio holder
  - Helmet with face shield
  - Rain garment: The City shall comply with the requirements of CAL/OSHA as it relates to providing rain gear including rain boots
- i. All City equipment shall be returned to the City upon the employee leaving such service.
- j. The City will purchase the following items required by the Police Academy for employees in the classification of Police Officer Recruit:
  - Academy T-shirt
  - Academy Sweatshirt
  - Academy Running Shorts
  - Dark Blue Polo Shirt or other shirt as required by the Police Academy.

The total annual monetary value of the uniforms in this subsection (j) is not to exceed \$250.00 per employee.

In addition to the items listed above, the City may provide additional safety equipment as listed in Section 5.2(h) at the discretion of the Police Chief.

## SECTION 5.4 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.

## **ARTICLE VI – OTHER**

### **SECTION 6.1 CELL PHONE REIMBURSEMENTS**

The City agrees to reimburse each full-time employee a flat rate of ten dollars (\$10.00) 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 6.2 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.

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 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 NO CHANGE TO CALPERS EMPLOYEE CONTRIBUTION**

PEPRA provides that beginning in 2018 an employer may require employees to pay fifty percent (50%) of the total annual normal cost up to an eight percent (8%) contribution rate for miscellaneous employees, and an eleven percent (11%) or twelve percent (12%) contribution rate for safety employees. PEPRA does not require an employer to implement this change but, the employer may do so once the employer has completed the good faith bargaining process as required by law, including any impasse procedures requiring mediation and fact finding. The City agrees that through June 30, 2024, the City will not unilaterally ask Tier 1 employees and Tier 2 employees to increase their contribution to CalPERS. Employee contributions to CalPERS (for Tier 1 and Tier 2 employees) may be increased in 2024 upon mutual agreement of the Association and the City.



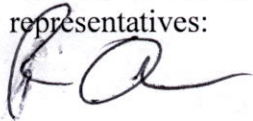
## ARTICLE VII - CLOSING PROVISIONS

### SECTION 7.1 TERM

The term of this MOU shall commence on July 1, 2021, and expire on June 30, 2024.

### SECTION 7.2 SIGNATURES

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



\_\_\_\_\_  
APA

10-5-21


\_\_\_\_\_  
Date



\_\_\_\_\_  
APA

10/5/21  
\_\_\_\_\_  
Date

### CITY OF ATASCADERO

  
\_\_\_\_\_  
Mayor

10/06/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
City Manager

9/29/21  
\_\_\_\_\_  
Date