

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**ATASCADERO PROFESSIONAL FIREFIGHTERS
LOCAL 3600**

AND

CITY OF ATASCADERO

JULY 1, 2014 – June 30, 2015

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

Fire Engineer Classification

- Fire Engineer
- Fire Engineer/Paramedic
- Fire Engineer/HazMat Specialist
- Fire Engineer/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 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 one (1) year agreement shall provide for a salary increases according to the following formula and schedule:

Effective July 1, 2014, all positions covered under this MOU shall receive a 4.3% salary increase. Salary increases will be offset by increased employee contributions to CalPERS for Tier 1 and Tier 2 employees in accordance with section 4.3 of this agreement.

The following monthly salaries are effective July 1, 2014:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter	4,924.55	5,170.77	5,429.31	5,700.78	5,985.82
Firefighter/ Haz Mat Specialist	5,023.04	5,274.19	5,537.90	5,814.80	6,105.54
Firefighter/Paramedic	5,417.00	5,687.85	5,972.24	6,270.85	6,584.39
Firefighter/Paramedic/HazMat Spec.	5,515.49	5,791.26	6,080.82	6,384.86	6,704.10
Fire Engineer	5,296.90	5,561.75	5,839.84	6,131.83	6,438.42
Fire Engineer/ Haz Mat Specialist	5,402.84	5,672.98	5,956.63	6,254.46	6,567.18
Fire Engineer/Paramedic	5,826.59	6,117.92	6,423.82	6,745.01	7,082.26
Fire Engineer/Paramedic/HazMat Spec.	5,932.53	6,229.16	6,540.62	6,867.65	7,211.03
Fire Captain	6,285.11	6,599.37	6,929.34	7,275.81	7,639.60
Fire Marshal	6,285.11	6,599.37	6,929.34	7,275.81	7,639.60
Fire Captain/ Haz Mat Specialist	6,410.81	6,731.35	7,067.92	7,421.32	7,792.39
Fire Marshal/ Haz Mat Specialist	6,410.81	6,731.35	7,067.92	7,421.32	7,792.39
Fire Captain/Paramedic	6,913.62	7,259.30	7,622.27	8,003.38	8,403.55
Fire Captain/Paramedic/HazMat Spec.	7,039.32	7,391.29	7,760.85	8,148.89	8,556.33

- 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. 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 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 4.3 RETIREMENT

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

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).

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).

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. Employee contributions shall be contributed to CalPERS on a pre-tax basis.
- 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 4.4 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 4.5 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 4.6 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 4.7 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 4.8 MILITARY LEAVE

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

SECTION 4.9 COMMON MESS ARRANGMENT

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

SECTION 4.10 BILINGUAL PAY

The City shall pay an additional 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. For unit members who elect to have "Family" coverage, the City shall pay an amount not to exceed \$1,433.33 per month for employees electing PPO Family coverage and no more than \$1,321.45 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. For unit members who elect to have "Employee +1" coverage, the City shall pay an amount not to exceed \$1,286.45 per month for employees electing PPO Employee +1 coverage and no more than \$1,009.06 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. For unit members who elect to have "Employee Only" coverage, the City shall pay an amount not to exceed \$982.09 per month for employees electing PPO Employee Only coverage and no more than \$843.16 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.

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 hundred fifty dollars (\$850) for each Association employee.
- b. The City will make an up-front lump-sum payment of the current fiscal year's uniform allowance no later than the second pay day in July.
- c. Upon initial hire the employee will receive a prorated amount based upon the number of days remaining until July 1. The City would at the same time advance the new employee an amount that, when added to his initial uniform allowance, would equal \$850. The amount advanced upon hire would then be deducted from the

employee's first full uniform allowance check received the following July. (Example: If an employee worked six months in the first fiscal year, he/she would receive \$850 in that first year and \$425 in the second fiscal year. All subsequent years the employee would receive the full \$850 until separation from the City.)

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

SECTION 5.3 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 5.4 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.

ARTICLE VI – OTHER

SECTION 6.1 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 6.2 HEALTH AND WELLNESS EXAMS

The City shall add to the Fire Department budget three hundred fifty dollars (\$350) 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.

SECTION 6.3 CELL PHONE REIMBURSEMENT

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.

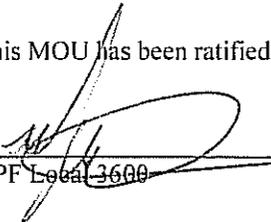
ARTICLE VII - CLOSING PROVISIONS

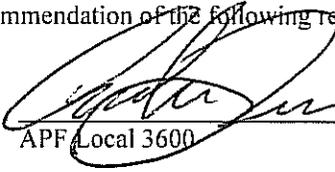
SECTION 7.1 TERM

The term of this MOU shall commence on July 1, 2014, and expire on June 30, 2015.

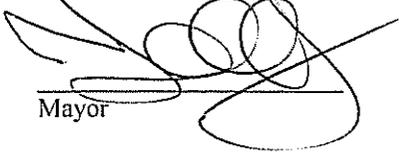
SECTION 7.3 SIGNATURES

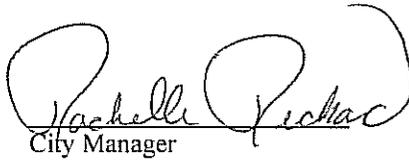
This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:


APF Local 3600
Date 10/23/14


APF Local 3600
Date 10/23/14

CITY OF ATASCADERO


Mayor
Date 10/21/14


City Manager
Date 10/20/14