

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**LOCAL 620 SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**ATASCADERO CHAPTER**

**AND**

**CITY OF ATASCADERO**

**July 1, 2021 thru 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 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 II                 | • Maintenance Worker I                   | • Systems Administrator III           |
| • Administrative Assistant         | • Maintenance Worker II                  | • Technical Support Specialist II     |
| • Administrative Support Assistant | • Office Assistant II                    | • Website and Social Media Technician |
| • Assistant Planner                | • Office Assistant III                   | • WWTP Operator I                     |
| • Associate Planner                | • Public Works Inspector                 | • WWTP Operator II                    |
| • Building Inspector I             | • Recreation Coordinator                 | • WWTP Operator in Training           |
| • Building Inspector II            | • Senior Building Maintenance Specialist | • Zoo Education Curator               |
| • Building Maintenance Specialist  | • Senior Maintenance Worker              | • Zookeeper I                         |
| • Finance Technician               | • Senior Planner                         |                                       |
| • Inspector                        | • Senior Technical Support Specialist    |                                       |
| • Lead Zookeeper                   |  |                                       |

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 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.

### **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 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.



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**

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.

## **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 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 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.

- 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 –  $\frac{1}{4}$  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

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)

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 Forty-five dollars (\$45.00) 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.

### **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, 2021 all employees covered under this MOU shall receive a 4.5% (four point five percent) salary increase. 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
Account Clerk II	3,535.98	3,712.78	3,898.42	4,093.34	4,298.01
Administrative Assistant	4,405.44	4,625.71	4,857.00	5,099.85	5,354.84
Administrative Support Assistant	3,712.78	3,898.42	4,093.34	4,298.01	4,512.91
Assistant Planner	4,857.00	5,099.85	5,354.84	5,622.58	5,903.71
Associate Planner	5,622.58	5,903.71	6,198.90	6,508.85	6,834.29
Building Inspector I	4,625.71	4,857.00	5,099.85	5,354.84	5,622.58
Building Inspector II	5,099.85	5,354.84	5,622.58	5,903.71	6,198.90
Building Maintenance Specialist	3,712.78	3,898.42	4,093.34	4,298.01	4,512.91
Finance Technician	4,405.44	4,625.71	4,857.00	5,099.85	5,354.84
Inspector	4,625.71	4,857.00	5,099.85	5,354.84	5,622.58
Lead Zookeeper	3,898.42	4,093.34	4,298.01	4,512.91	4,738.56
Maintenance Worker I	3,287.41	3,451.78	3,624.37	3,805.59	3,995.87
Maintenance Worker II	3,712.78	3,898.42	4,093.34	4,298.01	4,512.91
Office Assistant II	3,287.41	3,451.78	3,624.37	3,805.59	3,995.87
Office Assistant III	3,535.98	3,712.78	3,898.42	4,093.34	4,298.01
Public Works Inspector	4,857.00	5,099.85	5,354.84	5,622.58	5,903.71
Recreation Coordinator	4,195.66	4,405.44	4,625.71	4,857.00	5,099.85
Senior Building Maintenance Specialist	4,195.66	4,405.44	4,625.71	4,857.00	5,099.85
Senior Maintenance Worker	4,195.66	4,405.44	4,625.71	4,857.00	5,099.85
Senior Planner	6,198.90	6,508.85	6,834.29	7,176.00	7,534.80
Senior Technical Support Specialist	5,099.85	5,354.84	5,622.58	5,903.71	6,198.90
Systems Administrator III	6,198.90	6,508.85	6,834.29	7,176.00	7,534.80
Technical Support Specialist II	4,405.44	4,625.71	4,857.00	5,099.85	5,354.84
Website and Social Media Technician	4,405.44	4,625.71	4,857.00	5,099.85	5,354.84
WWTP Operator I	3,995.87	4,195.66	4,405.44	4,625.71	4,857.00
WWTP Operator II	4,405.44	4,625.71	4,857.00	5,099.85	5,354.84
WWTP Operator in Training	3,535.98	3,712.78	3,898.42	4,093.34	4,298.01
Zoo Education Curator	3,367.60	3,535.98	3,712.78	3,898.42	4,093.34
Zookeeper I	3,287.41	3,451.78	3,624.37	3,805.59	3,995.87

Year 1: Effective July 1, 2021 an additional \$162,000 will be placed in an inequity pool for further adjustment of selected positions. Calculation of costs shall include all roll-up (City paid payroll taxes, retirement, workers compensation, unemployment and other payroll costs) and be based on step E for all positions. Adjustment of positions will be based on market comparison to other cities in the County and the City's recent experience in attracting and retaining qualified applicants/employees in the position. Proposed adjustments and methodology will be determined through the meet and confer process. It is the intent of the City to work with SEIU to swiftly determine which positions will be adjusted with the aim to have final decisions by October 2021. All inequity adjustments will be retroactive back to July 1, 2021 for any active employee.



Year 2 - Effective July 1, 2022, all positions covered under this MOU shall receive a 3.75% (three point seven five percent) salary increase. The following monthly salaries become effective July 1, 2022:

### MONTHLY SALARY

Effective July 1, 2022

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	3,668.57	3,852.00	4,044.60	4,246.83	4,459.17
Administrative Assistant	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
Administrative Support Assistant	3,852.00	4,044.60	4,246.83	4,459.17	4,682.13
Assistant Planner	5,039.13	5,291.09	5,555.64	5,833.42	6,125.09
Associate Planner	5,833.42	6,125.09	6,431.34	6,752.91	7,090.56
Building Inspector I	4,799.17	5,039.13	5,291.09	5,555.64	5,833.42
Building Inspector II	5,291.09	5,555.64	5,833.42	6,125.09	6,431.34
Building Maintenance Specialist	3,852.00	4,044.60	4,246.83	4,459.17	4,682.13
Finance Technician	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
Inspector	4,799.17	5,039.13	5,291.09	5,555.64	5,833.42
Lead Zookeeper	4,044.60	4,246.83	4,459.17	4,682.13	4,916.24
Maintenance Worker I	3,410.69	3,581.22	3,760.28	3,948.29	4,145.70
Maintenance Worker II	3,852.00	4,044.60	4,246.83	4,459.17	4,682.13
Office Assistant II	3,410.69	3,581.22	3,760.28	3,948.29	4,145.70
Office Assistant III	3,668.57	3,852.00	4,044.60	4,246.83	4,459.17
Public Works Inspector	5,039.13	5,291.09	5,555.64	5,833.42	6,125.09
Recreation Coordinator	4,352.99	4,570.64	4,799.17	5,039.13	5,291.09
Senior Building Maintenance Specialist	4,352.99	4,570.64	4,799.17	5,039.13	5,291.09
Senior Maintenance Worker	4,352.99	4,570.64	4,799.17	5,039.13	5,291.09
Senior Planner	6,431.34	6,752.91	7,090.56	7,445.09	7,817.34
Senior Technical Support Specialist	5,291.09	5,555.64	5,833.42	6,125.09	6,431.34
Systems Administrator III	6,431.34	6,752.91	7,090.56	7,445.09	7,817.34
Technical Support Specialist II	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
Website and Social Media Technician	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
WWTP Operator I	4,145.70	4,352.99	4,570.64	4,799.17	5,039.13
WWTP Operator II	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
WWTP Operator in Training	3,668.57	3,852.00	4,044.60	4,246.83	4,459.17
Zoo Education Curator	3,493.88	3,668.57	3,852.00	4,044.60	4,246.83
Zookeeper I	3,410.69	3,581.22	3,760.28	3,948.29	4,145.70



Year 3 - Effective July 1, 2023, all positions covered under this MOU shall receive a 3.5% (three point five percent) salary increase. The following monthly salaries become effective July 1, 2023:

**MONTHLY SALARY**  
Effective July 1, 2023

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	3,796.98	3,986.83	4,186.17	4,395.48	4,615.25
Administrative Assistant	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
Administrative Support Assistant	3,986.83	4,186.17	4,395.48	4,615.25	4,846.01
Assistant Planner	5,215.53	5,476.31	5,750.13	6,037.64	6,339.52
Associate Planner	6,037.64	6,339.52	6,656.50	6,989.33	7,338.80
Building Inspector I	4,967.17	5,215.53	5,476.31	5,750.13	6,037.64
Building Inspector II	5,476.31	5,750.13	6,037.64	6,339.52	6,656.50
Building Maintenance Specialist	3,986.83	4,186.17	4,395.48	4,615.25	4,846.01
Finance Technician	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
Inspector	4,967.17	5,215.53	5,476.31	5,750.13	6,037.64
Lead Zookeeper	4,186.17	4,395.48	4,615.25	4,846.01	5,088.31
Maintenance Worker I	3,530.07	3,706.57	3,891.90	4,086.50	4,290.83
Maintenance Worker II	3,986.83	4,186.17	4,395.48	4,615.25	4,846.01
Office Assistant II	3,530.07	3,706.57	3,891.90	4,086.50	4,290.83
Office Assistant III	3,796.98	3,986.83	4,186.17	4,395.48	4,615.25
Public Works Inspector	5,215.53	5,476.31	5,750.13	6,037.64	6,339.52
Recreation Coordinator	4,505.37	4,730.64	4,967.17	5,215.53	5,476.31
Senior Building Maintenance Specialist	4,505.37	4,730.64	4,967.17	5,215.53	5,476.31
Senior Maintenance Worker	4,505.37	4,730.64	4,967.17	5,215.53	5,476.31
Senior Planner	6,656.50	6,989.33	7,338.80	7,705.74	8,091.03
Senior Technical Support Specialist	5,476.31	5,750.13	6,037.64	6,339.52	6,656.50
Systems Administrator III	6,656.50	6,989.33	7,338.80	7,705.74	8,091.03
Technical Support Specialist II	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
Website and Social Media Technician	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
WWTP Operator I	4,290.83	4,505.37	4,730.64	4,967.17	5,215.53
WWTP Operator II	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
WWTP Operator in Training	3,796.98	3,986.83	4,186.17	4,395.48	4,615.25
Zoo Education Curator	3,616.17	3,796.98	3,986.83	4,186.17	4,395.48
Zookeeper I	3,530.07	3,706.57	3,891.90	4,086.50	4,290.83

- 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 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.

- 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.
- 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 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 4.3 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 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 4.4 SICK LEAVE/STAY WELL PLAN**

- a. Sick leave accumulates at a rate of eight (8) hours per month. There is no limit to the accumulation.
- b. Employees with 384 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
  - 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.
  - 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.
  - 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 4.5 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
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 4.6 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.

## SECTION 4.7 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 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 PERSONAL LEAVE**

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 4.10 WORK SHOES**

The City shall contribute Two Hundred and Fifty (\$250.00) 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
- Public Works Inspector
- Inspector
- Maintenance Worker I & II
- Senior Maintenance Worker
- Lead Zookeeper
- WWTP Operator I, II, III
- WWTP Operator-in-Training
- Zoo Education Curator
- Zookeeper I & II

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



## **SECTION 4.11 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 4.12 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.

## **SECTION 4.13 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 as follows:
  - 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
- d. Fractions of a year will be rounded down to the nearest whole year
- e. 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.

## 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 (\$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 (\$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, 2021 and expires June 30, 2024.

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

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

8/17  
Date

  
SEIU

8-18-21  
Date

  
SEIU

8/17/2021  
Date

  
SEIU

8/20/21  
Date

  
SEIU

8/18/2021  
Date


SEIU

Date

### CITY OF ATASCADERO

  
Mayor

8/20/2021  
Date

  
City Manager

8/20/21  
Date