

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF SAN LUIS OBISPO

AND THE

POLICE OFFICERS' ASSOCIATION

January 1, 2006 – December 31, 2009

Incorporating Tentative Agreements and the Arbitration Award Dated June 4, 2008



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ARTICLE 1

PREAMBLE

- 1.1 This Agreement is effective the 1st day of January, 2006, by and between the City of San Luis Obispo, hereinafter referred to as City, and the San Luis Obispo Police Officers' Association. The provisions of this Agreement shall apply to all unit members employed on January 1, 2006, or thereafter.

- 1.2 The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish rates of pay and other terms and conditions of employment.

- 1.3 The City and the Police Officers' Association agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is considered to be important.

- 1.4 Nothing in this Agreement between the parties shall invalidate or be substituted for any provision in City Charter Section 1107 or Resolution No. 6620 (1989 Series) unless so stipulated to by provision(s) contained herein and agreed to.

ARTICLE 2
RECOGNITION

The City hereby recognizes the San Luis Obispo Police Officers' Association as the bargaining representative for purposes of representing regular and probationary employees, occupying the position classifications set forth in Appendix A, in the Police Unit with respect to their compensation, hours and other terms and conditions of employment for the duration of the Agreement.

ARTICLE 3
CHECK OFF/DUES DEDUCTION

- 3.1 The City shall deduct dues from City employees and remit said dues to the Association treasurer, which dues shall not include assessments.
- 3.2 Dues deduction, additions, and/or deletions shall be recorded by the City's Finance Officer and a notification of all dues transactions shall be sent monthly to the Association President.
- 3.3 The Association shall hold the City harmless from any and all claims, and will indemnify it against any unusual costs in implementing these provisions.

ARTICLE 4
EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE 5
MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of the job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology for performing its work.

The City's exercise of its rights under this section are subject to the provisions of City Charter Section 1107 and applicable State law.

ARTICLE 6
REPRESENTATIVE ROLE

As established by Article 44 of this Agreement, in the event any new practice or subject matter within the scope of representation arises during the term of this Agreement and an action concerning that practice or subject matter is proposed by the City, the Association will be afforded notice and shall have the right to meet and confer upon request. In this event, as well as for renegotiations under Article 46 of this Agreement, members of the Association may, by a reasonable method, select not more than five (5) employee members to meet and confer with the Municipal Employee Relations Officer and other management officials (after written certification of such selection is provided by the Association). Such meet and confer sessions under both Article 44 and Article 46 of this Agreement shall be considered hours of work for the designated Association representatives. The Association shall, whenever practicable, submit the name(s) of each employee representative to the Municipal Employee Relations Officer at least two working days in advance of such meetings.

Provided further:

- (A) That no employee representative shall leave his or her duty or work station or assignment without specific approval of the Police Chief or other authorized City management official. That any such meeting is subject to scheduling by City management consistent with operating needs and work schedules. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours.
- (B) Association members will donate a total of 250 hours per year (inclusive of any carryover time) of vacation time, holiday time, and compensatory time off to an Association "time bank" under the following guidelines:

During the first full pay period of July each calendar year, the POA President shall determine the number of hours remaining in the Association time bank. That number shall be subtracted from the maximum number of time bank hours of 250 hours. The difference between the actual number of hours and the 250 hour

maximum will be divided by the number of POA represented employees. Each represented employee shall then contribute an equal number of leave hours to be debited by the City to maintain the 250 hours time bank. Employees shall have the option to designate vacation, holiday or CTO leave time.

1. Only Association officers or bargaining team members may draw from the bank.
2. Requests to use time from the bank must be made reasonably in advance of the use. Approval is subject to the operational necessity of the department and normal time off approval processes.

ARTICLE 7
SALARY

7.1 Rules Governing Step Increases

The following rules shall govern step increases for employees:

- A. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is hired, the City Administrative Officer may authorize hiring at any step.
- B. The second step is an incentive adjustment to encourage an employee to improve his/her work. An employee may be advanced to the second step following twelve months satisfactory service upon recommendation by the Police Chief and the approval of the Human Resources Director.
- C. The third step represents the middle value of the salary range and is the rate at which a fully-qualified, experienced and ordinarily conscientious employee may expect to be paid after a reasonable period of satisfactory service. An employee may be advanced to the third step after completion of twelve months service at the second step, provided the advancement is recommended by the Police Chief and approved by the Human Resources Director.
- D. The fourth step is to be awarded only in case of work which is well above average for the class. An employee may be advanced to the fourth step after completion of one year of service at the third step, provided the advancement is recommended by the Police Chief and approved by the Human Resources Director.
- E. The fifth and sixth steps are intended as a reward for performance sustained above satisfactory. An employee may be advanced to the fifth or sixth step after completion of one year at the prior step, provided the advancement is recommended by the Police Chief and approved by the Human Resources Director.

- F. Progression to Master Police Officer, step 7, will occur when the employee has satisfied the requirements in Article 8.4.
- G. The Police Chief shall be authorized to reevaluate employees who reach top step in their pay range. An employee who is not performing up to standard for the top step shall be notified in writing that the Police Chief intends to reduce him/her one step unless job performance improves significantly within a 60-day period. Unless the employee's job performance improves to an acceptable level by the end of 60 days, the pay reduction shall then become effective. The top step may be reinstated at any time upon recommendation of the Police Chief. If the Police Chief deems it necessary to again remove the top step during the same fiscal year, he/she may make the change at any time with three business days' advanced written notice.

The salary range for Police Officer consists of seven steps (1 through 7). Steps 1 through 6 equal 95% of the next highest step, computed to the nearest \$1.00. The salary range for Communications Technician, Evidence Technician, Field Services Technician, Police Records Clerk and Police Cadet consists of five steps (1 through 5).

Each across-the-board % salary increase shall raise each step of the range by the %. Step 5 of each successive salary range will be 2.63% above step 5 of the next lower range. After all steps of each salary range have been established, each shall be rounded off to the nearest \$1.00. Employees who are eligible for advancement to top step must receive a "Meets Performance Standards" or better on the overall rating on their most recent Performance Appraisal prior to or coincident with their being eligible for advancement by time in grade.

Employees who are eligible for advancement to step 4 or 5 must receive a "Meets Performance Standards" or better on the overall rating on their most recent Performance Appraisal prior to or coincident with their being eligible for advancement by time in grade.

7.2 Salary Increases for Term of Agreement

Salary increases will be effective on the first day of the first full pay period following the dates listed below:

January 1, 2006	5.28%	Sworn Classifications (Police Officer)
	10.82%	Non-Sworn Classifications
January 1, 2007	6.00%	All Classifications
July 1, 2007	6.00%	All Classifications
January 1, 2008	5.00%	All Classifications
January 1, 2009	5.00%	All Classifications

7.3 Salary Range Listing - January 2006 Through December 2009

January 2006		5.28% increase - Sworn; 10.82% increase - Non-sworn						
Salary Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly
700	Records Clerk I	3,155	3,321	3,496	3,680	3,874		
		1,456	1,533	1,614	1,699	1,788		
704	Records Clerk II	3,496	3,680	3,874	4,078	4,292		
		1,614	1,698	1,788	1,882	1,981		
705	Police Cadet	3,888	4,092	4,308	4,535	4,773		
		1,794	1,889	1,988	2,093	2,203		
707	Field Service Technician	4,103	4,319	4,546	4,786	5,038		
		1,894	1,993	2,098	2,209	2,325		
708	Communications Technician I	4,205	4,427	4,660	4,905	5,163		
		1,941	2,043	2,151	2,264	2,383		
720	Evidence Technician	5,615	5,911	6,222	6,550	6,894		
		2,592	2,728	2,872	3,023	3,182		
750	Police Officer	5,073	5,340	5,621	5,917	6,228	6,556	6,901
		2,341	2,464	2,594	2,731	2,874	3,026	3,185

January 2007**6% Increase all classifications**

Salary Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly
700	Records Clerk I	3,344	3,520	3,706	3,901	4,106		
		1,543	1,625	1,710	1,800	1,895		
704	Records Clerk II	3,706	3,901	4,106	4,323	4,550		
		1,710	1,800	1,895	1,995	2,100		
705	Police Cadet	4,121	4,338	4,566	4,806	5,059		
		1,902	2,002	2,107	2,218	2,335		
707	Field Service Technician	4,350	4,579	4,820	5,074	5,341		
		2,008	2,113	2,225	2,342	2,465		
708	Communications Technician I	4,458	4,692	4,939	5,199	5,473		
		2,057	2,166	2,280	2,400	2,526		
720	Evidence Technician	5,953	6,266	6,596	6,943	7,308		
		2,747	2,892	3,044	3,204	3,373		
750	Police Officer	5,377	5,660	5,958	6,271	6,601	6,949	7,315
		2,482	2,612	2,750	2,894	3,047	3,207	3,376

July 2007**6% Increase all classifications**

Salary Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly
700	Records Clerk I	3,545	3,732	3,928	4,135	4,353		
		1,636	1,722	1,813	1,909	2,009		
704	Records Clerk II	3,928	4,135	4,353	4,582	4,823		
		1,813	1,909	2,009	2,115	2,226		
705	Police Cadet	4,368	4,598	4,840	5,094	5,363		
		2,016	2,122	2,234	2,351	2,475		
707	Field Service Technician	4,611	4,854	5,110	5,378	5,662		
		2,128	2,240	2,358	2,482	2,613		
708	Communications Technician I	4,726	4,975	5,237	5,512	5,802		
		2,181	2,296	2,417	2,544	2,678		
720	Evidence Technician	6,309	6,641	6,991	7,359	7,746		
		2,912	3,065	3,226	3,396	3,575		
750	Police Officer	5,700	6,000	6,316	6,649	6,998	7,367	7,755
		2,631	2,769	2,915	3,069	3,230	3,400	3,579

January 2008**5% Increase all classifications**

Salary Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly
700	Records Clerk I	3,722	3,918	4,124	4,341	4,570		
		1,718	1,808	1,903	2,004	2,109		
704	Records Clerk II	4,124	4,341	4,570	4,810	5,064		
		1,904	2,004	2,109	2,220	2,337		
705	Police Cadet	4,587	4,828	5,082	5,350	5,631		
		2,117	2,228	2,346	2,469	2,599		
707	Field Service Technician	4,843	5,097	5,366	5,648	5,945		
		2,235	2,353	2,476	2,607	2,744		
708	Communications Technician I	4,963	5,224	5,499	5,788	6,093		
		2,290	2,411	2,538	2,671	2,812		
720	Evidence Technician	6,625	6,974	7,341	7,727	8,134		
		3,058	3,219	3,388	3,566	3,754		
750	Police Officer	5,985	6,300	6,632	6,981	7,348	7,735	8,142
		2,762	2,908	3,061	3,222	3,392	3,570	3,758

January 2009**5% Increase all classifications**

Salary Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly	Monthly/ Bi-Weekly
700	Records Clerk I	3,907	4,113	4,329	4,557	4,797		
		1,803	1,898	1,998	2,103	2,214		
704	Records Clerk II	4,331	4,559	4,799	5,051	5,317		
		1,999	2,104	2,215	2,331	2,454		
705	Police Cadet	4,816	5,070	5,336	5,617	5,913		
		2,223	2,340	2,463	2,593	2,729		
707	Field Service Technician	5,084	5,352	5,634	5,930	6,242		
		2,347	2,470	2,600	2,737	2,881		
708	Communications Technician I	5,211	5,486	5,774	6,078	6,398		
		2,405	2,532	2,665	2,805	2,953		
720	Evidence Technician	6,957	7,323	7,708	8,114	8,541		
		3,211	3,380	3,558	3,745	3,942		
750	Police Officer	6,285	6,616	6,964	7,330	7,716	8,122	8,550
		2,901	3,053	3,214	3,383	3,561	3,749	3,946

ARTICLE 8
MASTER POLICE OFFICER PROGRAM

8.1 The Master Police Officer Program shall be as follows:

The specialty assignments included in this program are:

Field Training Officer	3 years
S.O.R.T.	3 years
Traffic Officer	3 years
Investigator	4 years
Narcotics Task Force Investigator	4 years (effective January 1, 2006)
DARE and SRO	3 years
Crime Scene Investigator	3 years
Defensive Tactics Instructor**	3 years (effective January 1, 2007)
Hostage Negotiator**	3 years (effective January 1, 2007)
Range Master*	4 years
Downtown Officer	3 years
Swat Team Operator**	3 years
Bomb Technician**	3 years

* Mandatory Rotational position – qualifies only as a third assignment.

** Non-mandatory Rotational position.

8.2 To be eligible for compensation under this program, an employee must receive and maintain at least a "Meets Performance Standards" rating on their evaluation.

8.3 Compensation under this program shall in no case exceed one step on the salary range.

8.4 Master Police Officer

Eligibility requirements for the position of Master Police Officer are as follows effective January 1, 2006:

1. One full year at Step 6 of the salary range.
2. Must have obtained an advanced POST Certificate

3. Must have successfully completed two specialty assignments and two years in a third specialty assignment. Lateral Officers having completed two comparable specialty assignments at their prior agency shall receive credit for a third specialty assignment. The comparability of specialty assignments shall be determined by the Police Chief in his/her discretion. The Chief may require an employee seeking credit for prior agency specialty assignment credit to submit satisfactory proof of successful performance in such assignments.
4. Reassignment, with a break in service, to the same assignment will be credited as a third assignment. To be credited for the purposes of compensation, an officer shall be required to complete the terms of any specialty assignment unless early departure for good cause is/was authorized by the Chief of Police. Departure for any other reason will forfeit MPO compensation at the time of departure.
5. The Department may, at any time, temporarily remove an employee from a specialty assignment to meet operational needs. If the cumulative total time of removal from the assignment prior to the employee's scheduled rotation date exceeds 90 days, the employee shall have the option of extending the rotation date by the total time of removal or accepting that amount of time as credit towards completion of the specialty assignment.
6. Qualified Master Police Officers will be permitted to wear a two-stripe insignia (otherwise recognized as Corporal stripes) recognizing their status as determined by Department uniform policy.
7. Compensation: Police Officer Step 7.
8. The employee is responsible for requesting advancement to Master Police Officer. The Department will, once annually, remind employees to make such requests. Retroactive payments will not be made if the employee fails to make a timely request.

ARTICLE 9
BILINGUAL PAY

- 9.1 Employees certified as bilingual in Spanish through a testing process administered by the City Human Resources Department shall receive a bilingual payment of \$35 per pay period. Effective January 13, 2005, bilingual pay shall increase to \$50 per pay period. Additional languages may be approved by the City based upon demonstrated need. Regardless of certification, all employees shall use any language skills they possess to the best of their ability.

ARTICLE 10
OVERTIME - SWORN

10.1 DEFINITION

Overtime is defined as all hours worked in excess of 160 hours worked in the employee's 28 day work period. Vacation, holidays, sick leave, IOD, and compensatory time off shall be considered hours worked when computing overtime.

10.2 ELIGIBILITY

All sworn employees covered by this Agreement shall be eligible for overtime pay.

10.3 COMPENSATION

- A. Overtime hours shall, at the employee's option, be compensated in cash at time and one half the employee's regular rate of pay or in time off compensated at time and one half. However, no employee shall accumulate and have current credit for more than 100 hours of compensatory time off.
- B. The Association and the City agree that CTO usage is subject to normal time off approval processes and may be denied if it would result in the need for overtime coverage (except when scheduled in conjunction with approved vacation during the annual vacation sign-ups).

10.4 GUARANTEED MINIMUMS FOR RETURNING TO WORK

Whenever an employee is required by the department to return to work outside of the employee's normal work hours, if a minimum applies as found in this article, then the employee has the choice of taking the minimum or taking the pay for the work actually performed.

10.5 CALL BACK

Employees called back to work at hours not contiguous to their normally scheduled shift shall be guaranteed a three-hour minimum payment at time and one half. Unanticipated

emergency call-backs (criminal investigations, emergency evacuations, natural disasters, civil unrest, SWAT, etc.) will include a total 30 minutes for travel time.

10.6 COURT TIME

- A. Effective the first full pay period upon ratification, employees reporting for court duty shall be guaranteed three hours minimum payment at time and one-half.
- B. Employees required to work through the lunch break while on court duty shall be credited with time worked. Duty free lunch periods shall not be compensable, to a maximum of thirty (30) minutes.
- C. Two or more court cases occurring within the minimum time period shall be subject to a single minimum payment.
- D. Effective upon the date this Agreement is formally approved by the City Council or ten (10) days after an arbitration award is issued, whichever is later, if a scheduled court appearance is canceled on the day the employee is to appear, s/he shall be eligible for the minimum payment in this Section.

10.7 ROLL CALL BRIEFING

Employees who are required to attend roll call briefing and do, shall be paid for such attendance. Payment shall be considered overtime and paid as such if the hours fall within the definition of overtime.

10.8 TRAINING

- A. Effective January 1, 2007, employees called back for training sessions, authorized by the Police Chief or designee shall be guaranteed three-hour minimum payment at time and one half.
- B. The City shall provide each employee with paid independent living hotel/motel accommodation when assigned to a POST reimbursable training course or City required training course requiring overnight stay. Daily meal reimbursement provided shall either be a flat \$36 per day or the actual amount spent as evidenced by receipts subject to the following maximum amounts (unless increased by City Policy).

- Breakfast - \$10.00 (regardless of whether or not a continental breakfast is provided)
- Lunch - \$15.00
- Commuter Lunch - \$8.00
- Dinner - \$25.00
- Mileage at the prescribed IRS mileage reimbursement rate.

10.9 RANGE QUALIFICATION

- A. Effective January 1, 2007, employees required to qualify with department approved firearms shall be guaranteed three hours at time and one-half when participating in range qualification training when off duty.
- B. Each employee who shoots for qualification shall be provided 100 rounds of practice handgun ammunition each month upon request. Employees may only receive the current month's handgun allocation.

10.10 OVERTIME ASSIGNMENT

- A. The Department, prior to each shift rotation, will post an overtime interest list. Planned overtime will be called from this list in order of seniority. Employees may add and/or delete their names from this list at any time.
- B. An officer may decline a non-emergency overtime shift if s/he has worked an overtime shift of at least eight hours in the last fourteen days. If no volunteers are available from the list, the Watch Commander may then move up to the next least senior officer on that shift for mandatory overtime.

ARTICLE 11
OVERTIME - NON-SWORN

11.1 DEFINITION

Overtime is defined as all hours worked in excess of 80 hours worked in a pay period. Vacation, holidays, sick leave, IOD and compensatory time off shall be considered hours worked when computing overtime.

11.2 ELIGIBILITY

All non-sworn employees covered by this Agreement shall be eligible for overtime pay.

11.3 COMPENSATION

Overtime shall, at the employee's option, be compensated in cash at time and one half the employee's regular rate of pay or in time off compensated at time and one half. Maximum accrual of compensatory time shall 240 hours for all non-sworn classifications.

11.4 GUARANTEED MINIMUMS FOR RETURNING TO WORK

Whenever an employee is required by the department to return to work outside of the employee's normal work hours, if a minimum applies as found in this article, then the employee has the choice of taking the minimum or taking the pay for the work actually performed.

11.5 CALL BACK

Employees called back to work at hours not contiguous to their normally scheduled shift shall be guaranteed a three-hour minimum payment at time and one half. Unanticipated emergency call-backs (criminal investigations, emergency evacuations, natural disasters, civil unrest, SWAT, etc.) will include a total 30 minutes for travel time.

11.6 COURT TIME

A. Employees reporting for court duty shall be guaranteed three hours minimum payment at time and one-half.

- B. Employees required to work through the lunch break while on court duty shall be credited with time worked. Duty free lunch periods shall not be compensable, to a maximum of thirty (30) minutes.
- C. Two or more court cases occurring within the minimum time period shall be subject to a single minimum payment.
- D. If a scheduled court appearance is canceled on the day the employee is to appear, s/he shall be eligible for the minimum payment in this Section.

11.7 ROLL CALL BRIEFING

Employees who are required to attend roll call briefing and do, shall be paid for such attendance. Payment shall be considered overtime and paid as such if the hours fall within the definition of overtime.

11.8 TRAINING

- A. Effective January 1, 2007, employees called back for training sessions, authorized by the Police Chief or designee shall be guaranteed three-hour minimum payment at time and one-half.
- B. The City shall provide each employee with paid independent living hotel/motel accommodation when assigned to a POST reimbursable training course or City required training course requiring overnight stay. Daily meal reimbursement provided shall either be a flat \$36 per day or the actual amount spent as evidenced by receipts subject to the following maximum amounts (unless increased by City Policy).
 - Breakfast - \$10.00 (regardless of whether or not a continental breakfast is provided)
 - Lunch - \$15.00
 - Commuter Lunch - \$8.00
 - Dinner - \$25.00
 - Mileage at the prescribed IRS mileage reimbursement rate.

11.9 OVERTIME ASSIGNMENT

- A. The Department, prior to each shift rotation, will post an overtime interest list. Planned overtime will be called from this list in order of seniority. Employees may add and/or delete their names from this list at any time.

11.10 RANGE QUALIFICATION

- A. Effective January 1, 2007, employees required to qualify with department approved firearms, shall be guaranteed three hours at time and one-half when participating in range qualification training when off duty.
- B. Each employee who shoots for qualification shall be provided 100 rounds of practice handgun ammunition each month upon request. Employees may only receive the current month's handgun allocation.

ARTICLE 12
WORK OUT-OF-GRADE

Employees temporarily assigned to work in a higher classification shall receive one step (5.26%) additional pay but in no case more than the top step for the higher classification under the following conditions:

- A. The assignment exceeds ten consecutive workdays, or eighty consecutive work hours, in which case the step increase becomes effective on the first workday.
- B. The person being temporarily replaced is on extended sick or disability leave or the position is vacant and an examination is pending.

ARTICLE 13
STANDBY - SWORN AND NON-SWORN

13.1 DEFINITION

Standby is that circumstance which requires an employee assigned by the department to:
1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication equipment; and 3) refrain from activities which might impair his/her assigned duties upon call.

The parties agree that employees on standby, as defined above, are "waiting to be engaged." The parties further agree there is no intent to waive any individual rights under FLSA.

13.2 COMPENSATION

Hourly Standby

- A. Personnel placed on standby shall be compensated one-hour's pay for each five hours standby.
- B. Such employees shall be paid a minimum of three hours straight time when on standby. Each calendar day starts a new standby period.

Investigator/Bomb Technician Weekly Standby

- A. Effective January 13, 2005, Investigators/Bomb Technicians placed on standby shall be compensated \$30 per day Monday through Friday, and \$35 per day for other days of standby and holidays.
- B. Standby shall be rotated among the assigned investigators. Normally, the standby assignment shall be for a period of one week.

ARTICLE 14
EDUCATION INCENTIVE

The educational incentive pay plan shall continue as described below for sworn and non-sworn personnel for the term of this agreement.

- A. BASIC BENEFITS. Education incentive pay shall not begin until one year after employment with the City of San Luis Obispo, but credit will be given for approved education obtained prior to that time. Effective January 1, 2007, the basic benefit will consist of an adjustment equal to one-half step above the base salary for possession of an Intermediate POST certificate, A.A. or equivalent degree from an accredited community or junior college, or 60 or more semester units, or a City-approved equivalent; an adjustment equal to one full step for an Advanced POST certificate, B.A. or equivalent degree from an accredited college or university.
- B. JOB RELATED FIELDS. Degrees must be either in directly job related fields or include at least 30 semester, or City-approved equivalent, units of job related coursework in the case of an A.A. degree and at least 60 semester, or City-approved equivalent, units in the case of a B.A. Should an employee qualify for the one-half step basic benefit by having completed 60 or more semester units or City-approved equivalent, at least 30 of those units must be in job related coursework. All qualifying coursework must be graded at "C" or Pass or better. It is understood that general education courses required for a degree are compensable under this section.
- C. APPLICATION AND APPROVAL. Application for the incentive pay shall be made by the employee to the Chief of Police at least 30 days before the date the payment of the incentive pay is to be effective. Approval of the Chief of Police and the Director of Human Resources shall be required.
- D. UNSATISFACTORY PERFORMANCE. To be eligible for compensation under this program, an employee must receive and maintain at least a "Meets Performance Standards" rating on their annual evaluation. The Chief of Police, with the concurrence

of the City Administrative Officer, may suspend payment of the incentive pay or Step 5 of the salary range, but not both, until such time as the employee's performance comes up to the standard level, in the opinion of the Chief of Police and in concurrence of the City Administrative Officer.

E. NON-APPLICABILITY. Educational incentives shall generally not be paid for education on City time. However, if the City sends an employee for training on City time and college-level credits are earned during that training, those credits shall count toward education incentive. The education incentive will be removed if the employee is promoted to a position that does not entitle employees to such incentives.

F. ADDITIONAL PROVISIONS.

1. The basic benefit for non-sworn employees hired prior to January 1, 2008, shall be a five percent step increase for a period of one fiscal year if during the previous fiscal year the employee has successfully completed —i.e., grades of "C" or better in all courses — a minimum of nine semester units of college level classroom work, or City-approved equivalent, approved by the Chief of Police, provided that this benefit shall be payable only for classroom work done after completion of the probationary period.
2. The maximum benefit under this article is the equivalent to the one-step increase for possession of one B.A. or equivalent degree (5.26%).
3. Sworn and non-sworn employees are eligible to participate in the Tuition Reimbursement program as set forth in City Policy.

ARTICLE 15
UNIFORM ALLOWANCE

- 15.1 Each employee required to wear a uniform shall receive an annual uniform allowance as provided below and is expected to purchase and maintain in good repair all required uniform pieces.
- 15.2 The uniform allowance shall be \$1,000 per year, with \$500 issued to the employee with the first payroll period in June and \$500 issued to the employee with the first payroll period in December. New hires will receive a prorated amount.
- 15.3 All represented employees shall be eligible for uniform allowance without regard to duty status interruption if in paid status, including 4850 Pay. Uniform allowance shall be reported to CalPERS as special compensation. Uniform allowance will not be pro-rated upon separation from employment.

ARTICLE 16
HEALTH CARE INSURANCE

16.1 CONTRIBUTION

Effective December 2006 (for the January 2007 Premium), City shall contribute the monthly amounts as set forth below for Cafeteria Plan benefits for each regular, full time employee covered by this agreement. Less than full-time employees shall receive a prorated share of the City's contribution.

Employee Only	\$479.00
Employees Plus One	\$855.00
Family	\$1,133.00

The Cafeteria Plan amount is inclusive of mandatory dental, vision, and life coverage.

Effective December 2007, (for the January 2008 premium), the contributions shall be as follows:

Employee Only	\$507.00
Employee Plus One	\$900.00
Family	\$1,188.00

Effective December 2008, (for the January 2009 premium), the contributions shall be as follows:

Employee Only	\$533.00
Employee Plus One	\$968.00
Family	\$1,277.00

Employees shall be eligible for the City contributions set forth above based on the number of dependents they enroll in the PERS Health Benefit Program. Employees opting out of health coverage as provided for below, shall receive a contribution as described in Section 16.2.B below.

16.2 INSURANCE COVERAGE

A. PERS Health Benefit Program

The City has elected to participate in the PERS Health Benefit Program (Public Employees' Medical and Hospital Care Act [PEMHCA]) with the "unequal contribution option" at the PERS minimum contribution rates, \$97.00 per month for active employees and \$72.75 for retirees as of January 1, 2008. The City's contribution toward retirees shall be increased by 5% per year of the City's contribution for the active employees multiplied by the number of years the City has been in the PEMHCA program until such time as the contributions for employees and retirees are equal. The City's contribution will come out of that amount the City currently contributes to employees as part of the Cafeteria Plan. The cost of the City's participation in PERS will not require the City to expend additional funds toward health insurance beyond what is already provided. In summary, this cost and any increases will be borne by the employees.

B. Health Insurance Coverage Optional Participation

Employees with proof of medical insurance elsewhere are not required to participate in the PERS Health Benefit Program and may receive the unused portion of the City's Cafeteria Plan contribution of \$479.00 per month (after dental, vision, and life insurance is deducted) in cash in accordance with the City's Cafeteria Plan.

C. Dental and Vision Insurance/Dependent Coverage

Employees will be required to participate in the City's dental and vision plans at the employee only rate. Should they elect to cover dependents in the City's dental and vision plans, they may do so, even if they do not have dependent coverage under PERS.

D. Long Term Disability Insurance (LTD)

Sworn employees are covered for Long Term Disability Insurance through the Association and are responsible for premium payments. Non-sworn employees continue to be covered under the City's Long Term Disability Insurance Program.

E. Life Insurance

Employees shall pay for life insurance coverage of Thirty-five Thousand Dollars (\$35,000) through the cafeteria plan. The effective date of the increase in coverage from \$20,000 to \$35,000 will depend upon approval from Standard Insurance Company.

16.3 FLEXIBLE BENEFITS PLAN

The 1988-1993 addendum outlining the flexible benefits plan is incorporated herein as Appendix C.

The non-reimbursed maximum medical cost will be \$3,000 per calendar year.

16.4 REPRESENTATION ON A MEDICAL PLAN REVIEW COMMITTEE

The Association shall appoint one voting representative to serve on a Medical Plan Review Committee. In addition, the Association may appoint one non-voting representative to provide a wider range of viewpoint for discussion.

A. Duties and Obligations of the Medical Plan Review Committee

The duties and obligations of the Medical Plan Review Committee shall be to:

1. Review and suggest changes for the City's flexible benefits plan and the insurance plan offered under the MOA.
2. Submit to the City and its employee associations recommendations on proposed changes for the City's flexible benefits plan and the insurance plans offered under the MOA.
3. Disseminate information and educate employees about the City's flexible benefits plan and the insurance plans offered under the MOA.

4. Participate in other related assignments requested by the City and its employee associations.

B. Miscellaneous

1. The actions of the Medical Plan Review Committee shall not preclude the Association and the City from meeting and conferring.
2. No recommendation of the Medical Plan Review Committee on matters within the scope of bargaining shall take effect before completion of meet and confer requirements between the City and the Association, including Charter Section 1107.
3. If changes to the City's flexible benefits plan are subject to meet and confer requirements, the City and the Association agree to meet and confer in good faith.
4. In performing its duties, the Medical Plan Review Committee may consult independent outside experts. The City shall pay any fees incurred for this consultation, provided that the City has approved the consultation and fees in advance.

16.5 HEALTH INSURANCE FOR UNIT MEMBER SURVIVORS

The City shall maintain and pay for the existing level of health, dental and vision benefits for one (1) year for the surviving family of an active employee who dies as a result of a job-related illness or injury.

ARTICLE 17
RETIREMENT

- 17.1 The City agrees to provide the Public Employees' Retirement System's (PERS) 3% at age 50 plan to all sworn personnel and 2.7% at age 55 for all non-sworn personnel. The 3% at age 50 plan includes the following amendments, namely, Post Retirement Survivor Allowance, the 4th level 1959 Survivor's Benefit, military service credit, one-year final compensation, conversion of unused sick leave credit to additional retirement credit, and Pre-Retirement Optional Settlement 2 Death Benefit. The 2.7% at 55 plan has the following amendments, the 4th level 1959 Survivor's Benefit, one year final compensation, military service credit, conversion of unused sick leave credit to additional retirement credit, and Pre-Retirement Optional Settlement 2 Death Benefit.
- 17.2 Effective January 1, 2000, the City discontinued paying the sworn employees' share of the PERS Contribution (9%) and the non-sworn employees' share of the PERS Contribution (8%). The 9% and the 8% were added to the employees' base salaries and reported as compensation to PERS. The employee pays to PERS their contribution; as allowed under Internal Revenue Code Section 414 (h) (2) the contribution is made on a pre-tax basis.

ARTICLE 18

SENIORITY

- 18.1 Overall seniority in a specific job classification (i.e., Police Officer, Communications Technician, Field Service Technician, Evidence Technician, Police Records Clerk, etc.) will prevail as the standard. All days off, vacation, holidays, and shift selections will be determined by overall seniority in a specific job classification, in compliance with department policy. The department will continue to designate the shifts to be available; including the days off and shifts starting and stopping times. Employees will choose from those shifts designated by the department as available.
- 18.2 Seniority as it applies to special assignments for the officers will also fall under this standard regardless of seniority in the special assignment. This shall include all current incumbents in specialty assignments as outlined in Article 8.

ARTICLE 19
HOLIDAYS

19.1 For all employees, holiday leave shall be accrued as earned each payroll period at a rate of eight hours per month. The following thirteen days of each year are designated holidays for non-shift employees:

January 1 – New Year's Day

Third Monday in January – Martin Luther King's Birthday

Third Monday in February – Presidents' Day

Last Monday in May – Memorial Day

July 4 – Independence Day

First Monday in September – Labor Day

September 9 – California Admission Day

Second Monday in October – Columbus Day

November 11 – Veteran's Day

Fourth Thursday in November – Thanksgiving Day

Friday after Thanksgiving Day

December 25 – Christmas

One-half day before Christmas

One-half day before New Year's

19.2 When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

19.3 Except with the prior approval of the Chief, non-shift personnel shall take the holidays as scheduled above.

19.4 Each employee shall earn 4.33 hours of holiday leave semi-monthly, in lieu of fixed holidays. Such employees shall receive payment at straight time hourly rate for a portion of their earned holiday leave (2.0 hours) each bi-weekly payroll period.

- 19.5 Effective January 2002, the remainder of the employee's annual holiday leave (52 hours) shall be advanced to the employee effective the first payroll period in January of each year. Such holiday leave may be taken off by the employee with the approval of the Police Chief or his designee.
- 19.6 Each calendar quarter, an employee has the option of receiving payment for one-fourth (1/4) of his/her advanced holiday leave. The combination of holiday leave taken off and payment of advanced holiday time may not exceed 52 hours. Any holiday leave remaining as of the last payroll period in December of each year will be paid to the employee at the straight time rate. If an employee terminates for any reason, having taken off hours in excess of his/her prorated share, the value of the overage will be deducted from the employee's final paycheck.

ARTICLE 20

VACATION

20.1 Full time employees shall accrue vacation leave with pay at the rate of 96 hours per year of continuous service since the benefit date for the first five years, 120 hours per year upon completion of five years, 144 hours per year upon completion of 10 years, and 160 hours upon completion of 20 years.

20.2 All employees may accrue a maximum of vacation time not to exceed twice their annual rate.

20.3 Vacation Sellback

All employees in this unit are eligible, once annually in December, to request payment for up to 80 hours of unused vacation leave provided that an employee's overall performance and attendance practices are satisfactory. Payment for unused vacation leave is subject to the availability of budgeted funds.

20.4 Patrol Vacation Assignment

The master vacation schedule shall provide that two officers per watch shall be allowed to sign up for priority vacation. Officers shall only be required to sign up for regular workdays.

Two additional officers (a total of four) shall be allowed to sign up on the master vacation schedule. The Department, under normal circumstances, dependent upon staffing level needs, may accommodate up to a maximum total of two officers per day per shift vacation leave.

Subject to the limitations above, after the posting of shifts/days off for each shift rotation, employees shall be allowed to request, by seniority, for additional available vacation days.

ARTICLE 21
SICK LEAVE

- 21.1 Sick leave is governed by Section 2.36.420 of the Municipal Code.
- 21.2 Upon termination of employment by death or retirement, a percentage of the dollar value of the employee's accumulated sick leave will be paid to the employee, or the designated beneficiary or beneficiaries, according to the following schedule:
- A. Death – 50%
 - B. Retirement and actual commencement of PERS benefits:
 - 1. After twenty years of continuous employment – 20%
 - 2. After twenty-five years of continuous employment – 25%
 - 3. After thirty years of continuous employment – 30%
 - C. Job related disability retirement and actual commencement of PERS benefits – 75% with maximum of 1,000 hours payoff.
 - D. Sick leave cannot be used to postpone the effective date of an industrial disability retirement. This provision is intended to reiterate past practice and to exercise the employer's rights under Government Code, Section 21163.
 - E. Employee use of sick leave shall be deemed confidential and not subject to reporting in monthly or annual personnel evaluations without proof of abuse.

ARTICLE 22
FAMILY LEAVE

- 22.1 An employee may take up to 48 hours of sick leave per year if required to be away from the job to personally care for a member of his/her immediate family.
- 22.2 An employee may take up to 48 hours of sick leave per year if the family member is a part of the employee's household.
- 22.3 If the family member is a child, a parent spouse or domestic partner, an employee may use up to forty-eight (48) hours annually to tend to the illness of a child, parent, spouse or domestic partner, instead of the annual maximums set forth in paragraphs 22.1 and 22.2 in accordance with Labor Code Section 233.
- 22.4 An employee may take up to 56 hours of sick leave per year if the family member is part of the employee's household and is hospitalized. The employee shall submit written verification of such hospitalization.
- 22.5 The amounts shown above are annual maximums, not maximums per qualifying family member. A member of the employee's immediate family shall mean spouse, domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, grandchild or any other relative living in the same household.
- 22.6 In conjunction with existing leave benefits, unit employees with one year of City service who have worked at least 1280 hours in the last year may be eligible for up to 12 weeks of Family/Medical Leave within any 12 month period. Family/Medical leave can be used for:
- A. A new child through birth, adoption or foster care (maternal or paternal leave).
 - B. A seriously ill child, spouse or parent who requires hospitalization or continuing treatment by a physician.
 - C. Placement of an employee's child for adoption or foster care.

- D. A serious health condition, which makes the employee unable to perform the functions of his or her position.

This leave shall be in addition to leave available to employees under the existing four-month Pregnancy Disability Leave provided by California law. Paid leave, if used for family leave purposes or personal illness, will be subtracted from the 12 weeks allowed by the Family/Medical Leave Program. Employees must use all available vacation, compensatory time off and holiday leave and, if appropriate, sick leave prior to receiving unpaid Family/Medical Leave.

- 22.7 Employees on Family/Medical Leave will continue to receive the City's contribution towards the cost of health insurance premiums. However, employees who receive cash back under the City's flexible benefit Plan will not receive that cash during the Family/Medical Leave. The City will pay only City group health insurance premiums.

- 22.8 If an employee does not return to work following Family/Medical Leave, the City may collect the amount paid for health insurance by the City during the leave. There are two exceptions to this rule.

- A. The continuation of a serious health condition of the employee or a covered family member prevents the return.

- B. Circumstances beyond the employee's control.

Further details on Family/Medical Leave are available through the City's "Guide to Family/Medical Leave Program".

ARTICLE 23
BEREAVEMENT LEAVE

At each employee's option, absence from duty due to the death of a member of the employee's immediate family, meaning spouse, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, grandchild, or any other relative living in the same household, provided such leave as defined in this Article shall not exceed 40 hours for each incident. The employee may be required to submit proof of relative's death before being granted sick leave pay. False information given concerning the death of relationship shall be cause for discharge.

ARTICLE 24
CATASTROPHIC LEAVE

24.1 Upon request of an employee and upon approval of the Chief of Police, leave credits (vacation, compensatory time off, or holiday time) may be transferred from one or more employees (donors) to another employee (recipient). The recipient may participate in the program under the six following conditions:

- A. The recipient is a regular employee.
- B. The recipient has sustained a life threatening or debilitating illness, injury or condition (The Chief may require that the condition be confirmed by a doctor's report.); or,
- C. A member of the recipient's immediate family, as defined in Article 23, has sustained a life threatening or debilitating illness, injury or condition (The Chief may require that the condition be confirmed by a doctor's report.).
- D. The recipient has exhausted all paid leave; or, in the case of illness of or injury to a recipient's immediate family member, all allowed leave.
- E. The recipient must be prevented from returning to work for at least 30 days and have applied for a leave of absence without pay for medical reasons. This condition does not apply when the illness or injury involves a member of the recipient's immediate family, rather than the recipient.
- F. The request for participation in the program shall be made on an Application for Catastrophic Leave Program form.

24.2 Transferring Time

The following rules apply when donations of time occur:

- A. Vacation, compensatory time off, and holiday leave may be transferred by regular employees.
- B. The time will be converted from the type of leave given (i.e. vacation, holiday, etc.) to sick leave or family care leave, whichever is appropriate, and credited to the recipient's leave time balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

- C. The donations must be a minimum of four hours and, thereafter, in whole hour increments.
- D. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the Chief, the total leave credits received may be up to a maximum of six months.
- E. Recipients of family care leave will be allowed to use all hours received, up to the limits of this policy (see D. above), even though such use exceeds the limits for family care leave found in Article 22.
- F. Donations approved shall be made on a Donation of Time Credits form signed by the donating employee. These donations are irrevocable under any conditions.

24.3 Appeal Rights

If an employee is denied participation in the program by the Chief, he/she may appeal this initial decision jointly to the Director of Human Resources and the City Administrative Officer. Article 31–Grievance Procedure shall be used for final resolution.

ARTICLE 25

WORKERS' COMPENSATION LEAVE

Any employee who is absent from duty because of on-the-job injury in accordance with State Workers' Compensation law and is not eligible for disability payments under Labor Code Section 4850 shall be paid the difference between his base salary and the amount provided by Workers' Compensation law during the first 90 business days of such disability absence.

ARTICLE 26
JURY DUTY AND MILITARY LEAVES

26.1 JURY DUTY

Any regular or probationary City employee, when duly called to serve on any jury, and when not excluded there from, or when subpoenaed to appear as a witness at any trial, shall be compensated for the time required to be spent under the jurisdiction of the court by an amount equal to the difference between the pay he/she received as a juror and his/her regular daily rate received from the City. The difference between the time required to be spent on jury duty and the normal workday of the employee shall be spent performing the employee's regular job assignments unless the department head, upon approval of the Director of Human Resources, determines this not to be practical.

26.2 MILITARY LEAVE

Any line-item employee shall receive normal salary and fringe benefits during the first thirty days of any period of temporary military leave. Such compensation shall not exceed thirty calendar days in any one fiscal year. Any temporary military leave in excess of thirty days in one fiscal year shall be taken as vacation leave or leave of absence without pay.

ARTICLE 27
GENERAL PROVISIONS

27.1 Payday

Paychecks will be disbursed on a bi-weekly schedule. Payday will be every other Thursday. This disbursement schedule is predicated upon normal working conditions and is subject to adjustment for cause beyond the City's control.

27.2 Salary Survey Agencies

For the purposes of external comparisons the agencies to be used for review of compensation shall be:

- Gilroy
- Monterey
- Napa
- Petaluma
- Pleasanton
- Salinas
- Santa Barbara
- Santa Cruz
- Santa Maria

. Parties agree that this survey shall be based on total compensation and shall only be one of the considerations used to determine compensation.

ARTICLE 28
RESIDENCY REQUIREMENTS

An officer's place of residence shall be within a one and one-half (1 ½) hour driving radius from the San Luis Obispo Police Department.

ARTICLE 29
PROMOTIONAL POLICY

Promotions from Police Officer to Police Sergeant shall be subject to the following:

1. Job Announcement. When the Police Department notifies the Department of Human Resources of a Sergeant position vacancy, the Department of Human Resources will publish a job announcement. The job announcement will identify the selection procedure, which includes the application process, test components with their weights expressed as a percentage of the total score, and tentative dates of the testing schedule. Whenever available, the City will identify study materials at least 60 days in advance of a test.
2. Application Process. A completed City application must be received in the Department of Human Resources by the filing deadline. The filing deadline will be at least 30 days from the date the job announcement is released by the Department of Human Resources.
3. Testing Components.
 - A. Written Test: The written test will count as 20% of the final score.
 1. A standardized Police Sergeants multiple-choice test as provided by a testing service, such as Cooperative Personnel Services (CPS) or International Personnel Management Association (IPMA). If available, the City will provide a list of suggested study materials.
 2. A score of 70% or better on the written test will enable a candidate to proceed in the testing process. A score below 70% will disqualify a candidate from further consideration.
 3. All candidates will have the right to review with a representative from the Department of Human Resources their own written test results so that the candidate may have the opportunity to improve in the future.

4. The Chief or his/her designee will review the test before it is given to ensure that the exam contains material relevant to a supervisory position in San Luis Obispo.
- B. Assessment Center will count as 60% of the final score.
1. The Assessment Center may consist of 2 or more exercises. One of these exercises will be a traditional oral board interview. Other exercises may include a situational role-playing, oral resume, simulation exercises; and a supplemental questionnaire to assess written communication, critical thinking, problem solving and leadership skills, or other testing instruments as determined by the Human Resource Director in consultation with the Police Chief. The Human Resources Director shall determine the weight of each Assessment Center activity. In no case shall the oral interview count less than 60% of the total Assessment Center score.
 2. The evaluators will be members of the law enforcement community. Selection of the evaluators will be made by the Human Resources Director in consultation with the Chief of Police. The Human Resources Director or his/her designee from the HR Department will be responsible for instructing the raters on how to conduct interviews and the scope of the interviews.
 3. A Police Department observer as appointed by the Chief of Police and an Association observer as appointed by the Association may monitor the Assessment Center. The Association observer must be a neutral, non-unit member not a part of, nor directly impacted by the testing process. Both observers shall be subject to approval by the Human Resources Director. The Chief of Police or his/her designee will provide the evaluators and observers with information about the qualifications desired for the position being tested.
 4. At the conclusion of the testing process, each candidate will be asked to complete an anonymous evaluation of the testing procedure. This will be

used to make improvements on the process. The evaluation will not be used in determining the final outcome of the testing process.

- C. Staff Evaluation will count as 20% of the total score. In addition to this review, the Chief shall review the candidate's personnel files prior to making an appointment. The staff evaluation will not be provided to the oral panel.
1. Past and present day performance is a significant factor, which should be considered when determining a candidate's promotability.
 2. Each candidate who passes the written test will be evaluated by all sworn members of the Department with the rank of sergeant or lieutenant, excluding the Captains and the Chief of Police.
 3. Subject to the approval of the Police Chief, if a supervisor feels he or she is unable to conduct an impartial evaluation due to unfamiliarity with a given applicant, he or she may opt not to evaluate the candidate but will be required to document the lack of familiarity on the evaluation form.
 4. Staff evaluators will be able to review the three (3) most current performance evaluations and documentation from the last 24 months of counseling sessions.
 5. Staff evaluations are to be in writing on a form developed by the Director of Human Resources and signed by the evaluator.
 6. Each applicant's evaluation forms shall be available for review by the applicant. The applicant shall not have access to the other applicants' evaluation forms.
 7. Final scores will be tabulated by the Department of Human Resources. Prior to the score tabulation, applicants will have the opportunity to request in writing that the Department of Human Resources correct any factual errors contained in the applicant's staff evaluation.
- D. Peer evaluation is not compulsory, is only advisory to the Chief of Police and does not count toward the final score.

1. Peer evaluation is limited to those candidates who pass the Assessment Center.
 2. All regular Department employees below the rank of Sergeant may complete a peer evaluation on a form developed by the Director of Human Resources.
 3. Participants must verify their eligibility to participate in the peer review process.
 4. The results of the peer evaluation will be tabulated by the Department of Human Resources. All forms will be anonymously forwarded to the Chief of Police.
 5. The tabulated results of the peer evaluation for each individual candidate shall be released to the individual candidate upon request of the Human Resources Director after the eligibility list has been certified.
4. Final Selection.
- A. Upon completion of the testing process, the Department of Human Resources shall tabulate the scores.
 - B. Candidates will be ranked by total score. Candidates scoring below 70% will be ranked unqualified and not placed on the eligibility list. Each candidate will be individually given his/her score in writing. Candidates who are ranked 1 through 3 (plus one for each additional vacancy if there is more than one vacant position) will be considered equally qualified for promotion and eligible for appointment by the Police Chief.
 - C. Final selection by the Police Chief will be in accordance with the City's Personnel Rules and Regulations following a discussion of the staff evaluations at the Chief's regularly scheduled staff meeting with sworn and non-sworn managers and a final selection interview with the top three candidates (plus one for each additional vacancy over one).
 - D. The eligibility list shall be valid for one year unless extended, in accordance with the City's Personnel Rules and Regulations.
 - E. Announcements for promotional opportunities for members of the Association

will list testing and scoring processes that will be followed. Once defined, testing and scoring processes will not be modified.

If any of the top three candidates is not selected during the selection process, that person will be given a written reason by the Police Chief as to why he/she was not selected. The City agrees to an opener to discuss the promotional process if the Police Chief goes below the top three (3) candidates in making his/her selection on promotional exams two (2) or more times during the term of this contract.

ARTICLE 30
PERFORMANCE EVALUATIONS

- 30.1 All regular full-time employees shall receive an annual written performance evaluation from their supervisor within thirty (30) days of the employee's anniversary date absent exceptional circumstances. All regular full-time employees shall also receive bi-monthly written performance feedback from their supervisor.
- 30.2 For purposes of uniformity in the performance evaluation process, the following definitions are provided:

UNACCEPTABLE

Consistently fails to meet performance standards and objectives for the position. Performance indicates serious lack of knowledge of basic skills or lack of application of skills. Requires immediate attention and improvement.

IMPROVEMENT NEEDED

Performance is frequently less than expected of a competent employee for the position. Performance indicates some deficiency in basic skill, knowledge or application. Specific efforts to improve desired.

MEETS PERFORMANCE STANDARDS

Performance indicates competent and effective adherence to expected standards. Performance indicates fully acceptable demonstration of knowledge and skills.

EXCEEDS PERFORMANCE STANDARDS

Performance consistently above standards for position. Performance indicates superior knowledge and application of skills.

OUTSTANDING

Exceptional performance. Application of knowledge, skills and results are consistently well beyond the expected standard for position.

- 30.3 All regular full-time employees shall receive their annual step increase on the employee's anniversary date regardless of whether the evaluation process has been completed, absent exceptional circumstances.
- 30.4 Employees shall have the right to review their personnel file or authorize, in writing, review by their representative. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. An employee shall have 30 days within which to file a written response to any evaluation and/or adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

ARTICLE 31
GRIEVANCE PROCEDURE

- 31.1 A grievance is defined as an alleged violation, misinterpretation or misapplication of Charter Section 1107, the Employer-Employee Resolution, the Personnel Rules and Regulations, this MOA or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters. A grievance filed by an individual employee should be clearly identified as a formal grievance. This will be accomplished through the use of a formal grievance form (See Appendix B).
- 31.2 Any employee may file and process a grievance by providing the time, place and circumstances of the action prompting the grievance. A formal grievance should be filed only after the employee has attempted to resolve the disagreement with his/her immediate supervisor. As a courtesy, the employee should advise his/her supervisor of any intention to file a formal grievance. This action must take place within 15 business days of the occurrence of the grievance. Employees may be accompanied by a representative at each step of the process. If a specific action to be grieved affects several employees, those employees may consolidate their grievances and be represented.
- 31.3 Each grievance shall be handled in the following manner:
- A. The employee who is dissatisfied with the response of the immediate supervisor should discuss the grievance with the supervisor's immediate superior. If the matter can be resolved at that level to the satisfaction of the employee, the grievance shall be considered terminated.
 - B. If still dissatisfied, the employee may immediately submit the grievance in writing to the Chief for consideration, stating the facts on which it was based, including the provision of the rules, regulations, agreement, or written policy said to be violated, and the proposed remedy. This action must take place within fifteen business days of the occurrence of the grievance.

- 31.4 After consideration of a formal grievance, which could include consultation and/or further discussion, the Chief, within 15 business days of the filing of the formal grievance, will provide a written response to the employee representatives advising of his/her decision. If the employee accepts the Chief's decision, the grievance shall be considered terminated.
- 31.5 If the employee is dissatisfied with the Chief's decision, the employee may immediately submit the grievance in writing to the Human Resources Director within five business days of receiving the Chief's decision. The Human Resources Director shall confer with the employee and the Chief and any other interested parties, and shall conduct such other investigations as may be advisable.
- 31.6 The results or findings of such conferences and investigations shall be submitted to the City Administrative Officer in writing within fifteen business days of receiving the employee's written request. The City Administrative Officer will meet with the employee if the employee so desires before rendering a decision with respect to the complaint. The City Administrative Officer's decision shall be in writing and given to the employee within fifteen business days of receiving the Human Resources Director's results and findings. Such decision shall be final unless the employee requests an appeal of the decision.
- 31.7 Hearing Officer – A grievance is appealable, following several preliminary steps, to a Hearing Officer whose decision shall be final and binding:
- A. The employee will have five business days following receipt of the City Administrative Officer's decision to submit a written request to the Human Resources Director for review of the decision. The Human Resources Director will obtain a list of five potential hearing officers from the State Mediation and Conciliation Service. Then following a random determination of which party (City or appellant) begins, parties shall alternately strike one name from the list until only one remains.

- B. Within thirty business days the hearing officer shall review the record and conduct a hearing on the matter. Within ten business days the hearing officer shall render a decision, which shall be final and binding.
- C. Any dispute regarding the eligibility of an issue for the grievance process may be appealed through the process ultimately to the Hearing Officer who shall decide on the eligibility prior to ruling on the merits.
- D. Any fees or expenses of the Hearing Officer shall be payable one-half by the City and one-half by the appellant.

31.8 Provided that implementation processes are correctly followed, amending the Employer-Employee Resolution or the Personnel Rules and Regulations or creating new or amended written policies or procedures may not be grieved but shall first be subject to notice and consultation or meeting and conferring with the Association as provided in City Charter Section 1107, the Employer–Employee Relations Resolution, MOA Article 35 “Notice to the Association”, and/or by State Law.

31.9 Disciplinary matters are excluded in Section 31.1. The rules governing disciplinary matters for employees covered by this MOA are contained in Sections 2.36.320 through 2.36.350 of the Personnel Rules and Regulations of the City of San Luis Obispo.

ARTICLE 32
LAYOFFS

32.1 Layoffs shall be governed by job performance and seniority in service within the department and job classification. For the purpose of implementing this provision, job performance categories shall be defined as follows:

Category I:

Performance that is Unacceptable or Improvement Needed.

Performance defined by this category is evidenced by the employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category II:

Performance that Meets Performance Standards, Exceeds Performance Standards, or is Outstanding.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top three performance categories of the performance appraisal.

32.2 A regular employee being laid off shall be that employee with the least seniority in the particular job classification concerned who is in the lowest job performance category. Employees in Category I with the lowest seniority will be laid off first, followed by employees in Category II. Should the two performance evaluations contain overall ratings that are in the two different Categories as defined above, the third most recent evaluation overall rating shall be used to determine which performance category the City shall use in determining order of layoffs.

32.3 The parties agree that employees who are laid off pursuant to this Article shall have reemployment rights prior to the employment of individuals on an open or promotion list. The employee to be rehired must, at the time of rehire, meet the minimum qualifications as stated in the appropriate class specifications. Employees will be rehired on the basis of last out, first in.

ARTICLE 33
WORK ACTIONS

- 33.1 Participation by an employee in a strike or a concerted work stoppage is unlawful and shall terminate the employment relation. Provided, however, that nothing herein shall be so construed as to affect the right of any employee to abandon or to resign his employment.
- 33.2 The Association shall not hinder, delay, interfere, or coerce employees of the City in their peaceful performance of City services by strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, or unlawful picketing.
- 33.3 In the event that there occurs any strike, concerted work stoppage, or any other form of interference with or limitation of the peaceful performance of City services prohibited by this Article, the City, in addition to any other lawful remedies or disciplinary actions, may by the action of the Municipal Employee Relations Officer cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and withdraw recognition of the Association.
- 33.4 Employee members of the Association shall not be locked out or prevented by management officials from performing their assigned duties when such employees are willing and able to perform such duties in the customary manner and at a reasonable level of efficiency.
- 33.5 Any decision made under the provisions of this Article may be appealed to the City Council by filing a written Notice of Appeal with the City Clerk, accompanied by a complete statement setting forth all of the facts upon which the appeal is based. Such Notice of Appeal must be filed within 10 working days after the Association first received notice of the decision upon which the complaint is based, or it will be considered closed and not subject to any other appeal.

ARTICLE 34
COMMUNICATION PROCESS

34.1 Conferences

There will be meetings as needed between the Chief of Police and management member(s) and at least two Association representatives to discuss problems or other subjects of mutual interest. Minutes of the meeting will be maintained to reflect topics discussed, actions to be taken, the party responsible for any action and the expected completion date.

34.2 Quarterly Meetings

Two to four representatives of the Association, the City Administrative Officer (or designee), Chief of Police (or designee), and management representative(s) designated by the City will meet quarterly if there are issues of concern to the parties. No issues will be brought to this quarterly meeting without first having been discussed with the Chief of Police at a previous conference.

ARTICLE 35
NOTICE TO THE ASSOCIATION

Prior to making changes directly and primarily relating to matters within the scope of representation, the City shall give the Association advance notice and the opportunity to meet and confer with City representatives prior to making the change(s).

ARTICLE 36
EQUIPMENT

- A. The City agrees to provide each sworn employee of the Association a nylon basket weave duty gun belt as their primary duty gun belt. Upon request, the City also agrees to provide each sworn employee of the Association a smooth nylon utility belt and related accessories. The smooth nylon utility belt will only be worn as directed by the Chief of Police. The nylon basket weave duty gun belt and nylon smooth utility belt will become the property of the employee and the employee agrees to maintain these pieces of equipment.

The smooth nylon utility belt will consist of: belt, handcuff case, chemical spray holder, baton holder (to fit the baton carried by the employee), magazine case (to fit the magazines carried by the employee), holster (to fit the weapon carried by the employee), radio holder (to fit the radio carried by the employee), and four belt keepers. Any other accessories will be the responsibility of the employee.

- B. All appropriate classifications shall be issued A-Level IIIA Ballistic Helmet with riot face shield fixed.
- C. All appropriate classification shall be issued a chemical protective breathing mask fitted with belt mounted carrying bag. All protective masks shall be in compliance with CalOSHA minimum standards including employee training.
- D. Non-sworn employees not subject to assignments necessitating helmets/chemical masks will not have them issued.
- E. All appropriate classifications shall be issued a Stream Light model SL-20 or technologically similar rechargeable flashlight with 12V/120V charging systems.
- F. Each marked police unit assigned to unit members shall be equipped with:
1. A Patrol rifle fitted with a hands free assault sling and stock mounted weapon light.

2. A 12-gauge pump shotgun fitted with an extended magazine, hands-free assault sling and stock-mounted weapon light; and
3. A 12-gauge pump shotgun designated "less lethal" fitted with a hands-free assault sling and stock-mounted weapon light.

Notwithstanding the above, the City retains the right to select the specific equipment necessary to fulfill its obligation to provide necessary and appropriate safety equipment.

- G. Effective July 1, 2008, all department owned firearms are to be subject to annual inspection by a certified department armorer or independent Gun Smith. The certified department armorer or independent Gun Smith shall provide an inspection report for each firearm inspected. Firearms with noted defects, wear and tear, or questionable serviceability shall be replaced and not returned to service.

ARTICLE 37
LIGHT DUTY

The City and the Association have met and conferred on a light duty/return to work policy, which is established by mutual agreement as Police Department Operations Directive L-02, dated May 12, 1999.

ARTICLE 38
WORK SCHEDULES

38.1 Patrol 3/12 Work Plan

- A. In an effort to improve scheduling, the Chief of Police desires to implement a 3/12 Work Hour Plan. This plan will be implemented beginning January 1, 1988, and will remain in effect until such time that it is no longer determined to be beneficial to the City and/or the Police Officers' Association.
- B. The basic work pattern for sworn officers on patrol shall be three 12-hour days each week, plus assigned pay back. Employees will normally be assigned to work 160 hours in a 28-day work cycle. In addition employees who attend shall be compensated for briefing time.
- C. If an employee does not work the full 160 hours in a 28-day work cycle, the City shall deduct the unworked hours from an employee's accrued holiday or vacation balances, unless the unworked hours result for reasons of excused paid absence or because the City did not assign a pay-back shift.

38.2 Shift Adjustment

Management and the POA reaffirm that scheduling is a management responsibility. However in the matter of shift adjustment policies, it is agreed that the following guidelines will be followed:

- A. In any situation necessitating a shift adjustment, volunteers will first be sought.
- B. Shift adjustments will not be for more than two hours.
- C. Shift adjustments for special units or assignments are not covered by this guideline and remain the discretion of the Unit Supervisor or Bureau Commander.
- D. Whenever volunteers cannot be located, Officers assigned will be chosen sequentially by seniority.

- E. Generally, no more than two Officers per shift should be ordered to adjust unless a specific event necessitates it.
- F. At least 14 days notice will normally be given, but in no event will less than seven days notice be given, for an ordered shift adjustment.
- G. An Officer authorized to shift adjust will not suffer loss of briefing pay or other normal benefit.
- H. Officers will be given at least ten hours between shifts for ordered non-emergency shift adjustments.
- I. Shift adjustments will not be ordered to deal with court or shift continuation unless it is necessary to insure the Officer has adequate rest. If court or another assignment prevents an Officer from getting proper rest between shifts, the Officer and the Watch Commander may arrange a shift adjustment to meet this need. With approval, the Officer could opt to use adjusted court time towards normal work hours instead of overtime, or to adjust shift start time up to four hours. In cases where the Watch Commander determines an adjustment is warranted but does not have sufficient manpower, s/he is authorized to bring in a replacement (on O/T) for up to four hours.
- J. Shift adjustments will not be limited by day or time except as articulated above.
- K. It is noted that either party may reopen these issues at the time of contract renewal.

38.3 **Communications Technician 3/12 Work Schedule**

- I. **SHIFT ASSIGNMENTS:**
 - A. Work shift assignments will consist of Day Watch and Day Watch relief, 0700 hours-1900 hours, Night Watch and Night Watch relief, 1900 hours-0700 hours (with the exception of shift adjustments as defined in Section VI).
 - B. The work period is defined as eighty (80) hours during a fourteen (14) day period. The eighty hour work period shall consist of a total of six (6) twelve (12) hour shifts with one eight (8) hour payback shift. A work week is defined as three (3) twelve (12) hour shifts with one eight (8) hour payback shift attached during the fourteen (14) day work period. Days off shall be in conjunction with the employee work week and not split unless there is consent

by the employee. Example: Week one, M, T, W, week two, M, T, W, TH (8 Hour Payback.)

- C. Paybacks shall be scheduled for eight (8) hours during the employee's normal work hours in conjunction with workdays by seniority.
- D. Every employee shall sign up for a relief shift before another employee is assigned to work a second relief shift.
 - 1. The day watch relief will be assigned to cover absences for Communications Technicians on day watch and the night watch relief will be assigned to cover absences for Communications Technicians on night watch. Relief will only be assigned to cover the opposite shift by seniority (e.g. day covers for night) when staffing vacancies exist or when necessitated by special events or circumstances (e.g. Mardi Gras). Permanent and temporary shift vacancies may be staffed by reassignment of the relief shift with seven (7) days prior notice or by voluntary agreement.
 - 2. Relief will not be scheduled to work a shift in the middle of days off. Example: Week one, M, T, W, off, F, off, off.
 - 3. Relief will have at least two (2) days off in between work weeks. Example: M, T, W, T, off, off, S, M, T.
 - 4. Communications Technicians assigned to relief dispatch work schedules shall be compensated for hardship duties by receiving five (5%) percent additional salary while assigned, effective January 13, 2005.

II. **SHIFT SIGN UP:**

- A. The Communications Manager will post the annual shift and leave sign up schedule by September 15th each year for the following year. Communication Technicians sign up for shift selection, selected days off, vacation, compensatory time off (CTO) and holiday time.
- B. Employees will sign up by seniority for their choice of shifts, payback *hours*, and leave hours for each of the three annual rotations. Shift selection will be by seniority, including relief shift.
- C. Employees shall have three days (72 hrs) from the date of receipt of the schedule to make their selection for work shifts, days off and annual vacation accrual. Employees are entitled to sign up for the total of their annual accrual of vacation time utilizing coding "V".

1. Communications Technicians will sign-up for "V" days with the expectation that the center is fully staffed and the relief from that watch is available to cover. Communication Technicians may not sign up for vacation time during the initial sign-up if it will incur overtime. First draft vacation requests shall be approved with mandatory overtime in the event of unit vacancies after the master schedule is completed.
- D. Once all unit employees have had the opportunity to sign up for their maximum accrual of vacation time, they shall be entitled to again sign up by seniority for all accrued compensatory time off (CTO), holiday hours and previously unselected leave time they will have accumulated by the date requested. Compensatory time off shall be coded "CTO", holiday leave and all other previously unselected leave time shall be coded "H".
1. Second draft CTO, holiday and previously unselected leave time may be granted and overtime considered for unit vacancies. Overtime will be posted to accommodate such leave requests. Should the overtime remain unfilled, the requested leave time shall be cancelled.
 2. In the event that scheduled CTO time is cancelled, the affected employee shall be paid for the CTO hours scheduled, work the shift and be compensated with overtime as defined in Section 11.3.
- E. The Communications Manager shall approve leave time by seniority and post same on the electronic schedule *by the start of each rotation*.
- F. Employees generally will not be allowed to work more than two consecutive shift assignments without rotation to an alternate shift. The Communications Manager may consider requests to work more than two consecutive *rotations* for hardship and educational purposes. In no case will a senior employee be adjusted from shift preference without their consent to mitigate requested hardship or educational requests.
1. Any request for a change or deviation between employees (i.e. shift rotation trade) must be submitted in memo form signed by both affected employees within one week of posting the tentative schedule. Requests will be forwarded through the chain-of-command for a final decision by the Bureau Commander or designee. If approved, affected employees will also trade seniority for selection of days off. For scheduling purposes, the shift change will affect only the two employees involved. Affected employees will receive credit for the shift they signed up for.

III. **SHIFT REASSIGNMENT CREATED BY UNDER STAFFING:**

- A. If an employee is reassigned to a long term vacancy and the absent employee returns to duty, both employees shall return to their originally selected shift.

B. In the event of a staffing vacancy the reassigned employee who was reassigned shall have the option of returning to their originally selected shift or remaining for the duration of the designated shift once the vacancy is filled.

C. In the event an employee is reassigned from a selected shift to a designated shift, the employee may elect to receive work credit for either shift to meet rotation requirements.

IV. **SHIFT TRADE:**

A. All requests for shift trades between employees shall be submitted utilizing the Substitute Work Agreement form. Requests will be approved by a Bureau Commander or designee.

V. **LEAVE TIME CANCELLATION:**

A. In the event an employee opts to cancel scheduled time off, they will by email notify the Communication Manager. The Communications Manager will by email, notify all unit members of the available cancelled leave time. By seniority, employees junior to the employee canceling leave time may request time off utilizing the cancelled dates. If the cancelled time was priority signup, the department shall grant such time off with the same consideration as originally scheduled as outlined in II. C., as long as the employee has the vacation time and does not exceed their annual allotment. If the cancelled leave time was secondary signup, the overtime consideration articulated in II. D. shall be applied.

VI. **SHIFT ADJUSTMENTS:**

A. Shift adjustments on a regular scheduled day required to staff Communication Technician vacancies or sick leave will not exceed four (4) hours without the consent of the affected employee. When shift adjustments are required, there shall be a minimum of ten (10) hours between shifts without loss of compensation.

B In any situation necessitating a shift adjustment, volunteers will first be sought. Whenever volunteers cannot be located, employees will be chosen sequentially by seniority.

1. At least fourteen (14) days notice will be given on planned leave.

2. An employee authorized to shift adjust will not suffer loss of briefing pay or other normal benefit.

- C. The Communications Manager and/or Supervisors shall notify employees via email of all changes made to their work schedule at the time said change is made.

VII. **MEAL AND REST PERIODS:**

- A. Meal periods shall consist of not less than thirty (30) minutes paid subject to interruption, as staffing permits. Two fifteen (15) minute rest periods (breaks) shall be provided, as staffing permits. Breaks may be taken using any combination of the total time allowed. Meal and rest periods (breaks) are subject to interruption and must be taken within the building.

38.4 Field Service Technicians assigned primarily to field duties will receive a 30-minute paid lunch break as part of their regular shift as staffing and calls permit. They will remain subject to call and interruption during their lunch period.

38.5 **Investigations – Division Work Schedule**

- A. Investigators may participate in a 4/10 work schedule in accordance with the City's alternate work schedule policy. The schedule will include a 30 minute unpaid lunch. If investigators are called back to work during the lunch period, the time will be considered time worked.
- B. The Investigative Lieutenant will determine the work days and hours for those employees who work the 4/10 schedule based on the coverage needs of the entire unit. The schedule may include shifts beginning at 6:45 a.m. with attendance at patrol briefings. Investigators who attend patrol or other daily briefings shall do so as part of their regular shift hours.

38.6 Other division/assignments may be provided alternate work schedules under the following language:

Employees may request that the Department Head or his/her designee consider alternate work schedules. Examples of alternate work schedules include 4/10 schedules, 9/80 schedules, 12-hour schedules, flexible schedules, etc. Alternate schedules may provide for paid or unpaid lunch periods of 30, 45 or 60 minutes.

Except in cases of emergency, employees will be provided advance notice of at least thirty calendar days prior to having an alternate work schedule discontinued. Such notice does not apply to moving between alternate schedules, temporary schedule changes, flexible schedules, etc. If an alternate schedule is discontinued, the Department will notify the Association of the reason(s) for ending the schedule.

Employees on flexible/alternate schedules shall continue to accrue time on the standard eight (8) hour day. Accrued leave shall be charged based on the number of hours missed due to a flexible schedule.

Flexible/alternate schedules implemented for non-sworn employee(s) may have a different FLSA seven (7) day work cycle established. Once established, the FLSA work schedule shall not be changed on a frequent or routine basis.

ARTICLE 39

SWAT

SWAT team members are required to maintain a higher standard of physical fitness than the normal employee. The City will reimburse each SWAT team member who voluntarily joins a physical fitness gym for the cost of the membership and monthly charges up to a maximum yearly rate of \$375.00 per member. At the City's request each member requesting reimbursement may be required to provide proof of membership and active participation.

ARTICLE 40
TRAUMATIC INCIDENTS

Employees involved in a traumatic critical incident as defined by Operations Directive T-12, where the employee may be subject to investigation, shall be advised of his/her right to representation.

ARTICLE 41
NO DISCRIMINATION

- 41.1 There shall be no discrimination by the City of San Luis Obispo in employment conditions or treatment of employees on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, physical or mental disability, association membership or non-membership, or participation in the activities of the Association.
- 41.2 There shall be no discrimination by the San Luis Obispo Police Officers Association in treatment of employees on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, physical or mental disability, Association membership or non-membership, or participation in the activities of the Association.

ARTICLE 42

STAFFING

The current number of positions in the Police Department represented by the Association is Forty-Four (44) Police Officers, Ten (10) Communication Technicians, Three (3) Field Service Technicians, Four and one-half (4.5) Police Records Clerks and One (1) Evidence Technician. If it becomes necessary for the City to exercise its management right to change those staffing levels, the City acknowledges its responsibility to meet and confer with the Association on the impacts of any such changes.

ARTICLE 43
FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the City and the Association. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between the City and the Association except as specifically referred to in this Agreement. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice or subject matter arises during the term of this Agreement and an action is proposed by the City, the Association will be afforded notice and shall have the right to meet and confer upon request.

ARTICLE 44
SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within a 30 day work period. If no agreement has been reached, the parties agree to invoke the provision of impasse under Charter Section 1107.

ARTICLE 45
RENEGOTIATIONS

If either party wishes to make changes to this Agreement, that party shall serve upon the other its written request to negotiate,. Such notice and proposals must be submitted to the other party not less than 105 days prior to the end of the Agreement. If notice is properly and timely given, negotiations shall commence no later than 90 days prior to the end of the Agreement.

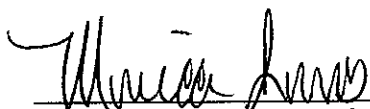
ARTICLE 46
TERM OF AGREEMENT

This Agreement shall become effective January 1, 2006, and shall continue in full force and effect until expiration at midnight, December 31, 2009.


SIGNATURES

1. Classifications covered by this Agreement and included within this unit are shown in Appendix "A".
2. This Agreement does not apply to temporary employees. This Agreement was executed by the following parties in accordance with the arbitrator's award dated June 4, 2008:

CITY OF SAN LUIS OBISPO



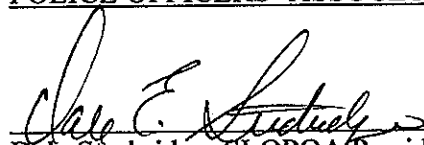
Monica Irons, Director of Human Resources



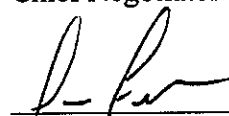
Richard S. Whitmore, Esq., City Representative

SAN LUIS OBISPO

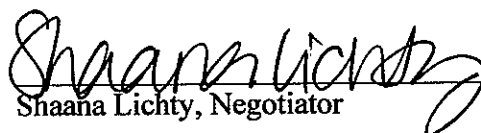
POLICE OFFICERS' ASSOCIATION




Dale Strobridge, SLOPOA President/
Chief Negotiator



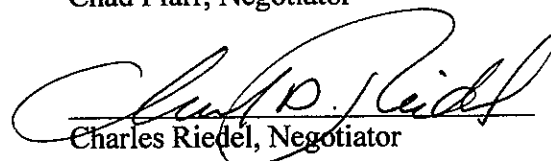
James Fellows, Negotiator



Shaana Lichy, Negotiator



Chad Pfarr, Negotiator



Charles Riedel, Negotiator



Barbara Sims, Negotiator

APPENDIX A
CLASSIFICATION

Non-Sworn

Communications Technician

Evidence Technician

Field Service Technician

Police Cadet

Police Records Clerk

Sworn

Police Officer

APPENDIX B
GRIEVANCE FORMS

FORMAL GRIEVANCE

<p>INSTRUCTIONS: Grievance must be filed within 15 business days of the occurrence. First discuss with your Immediate Supervisor, then with your Supervisor's Superior. If not resolved, complete this form and distribute in accordance with departmental procedures.</p>		
Grievant's Name (PLEASE PRINT OR TYPE)		Class Title
Has this grievance been discussed with your Immediate Supervisor?		Date of Discussion
Name of Immediate Supervisor		Title
Has this grievance been discussed with your Supervisor's Superior?		Date of Discussion
Name of your Supervisor's Superior		Title
<p>1. What is the action or situation about which you have a grievance? (Be specific, give: date, time, location, and witnesses.)</p>		
<p>2. What do you think should be done about it?</p>		
<p>3. What was your Supervisor's response?</p>		
<p>What provision of the Rules, Regulations, or Agreement was violated?</p>		
Article of MOA	Department Rule	Date of Grievable Incident
<p>What other person do you want notified of any hearings held or actions taken on this grievance? Name: _____ Mailing Address: _____ His/her role in grievance: _____</p>		
Grievant's Signature: _____		Date: _____
Received by: _____		Date: _____

GRIEVANCE APPEAL

<p>INSTRUCTIONS: Appeal to the City Administrative Officer must be filed within five (5) business days of receipt of the Chief of Police's decision. Appeal to the Hearing Officer must be filed within five (5) business days of receipt of the decision of the City Administrative Officer. Complete form and distribute in accordance with departmental procedures.</p>		
Grievant's Name (PLEASE PRINT OR TYPE)	Class Title	Date of Grievance Initiation
I wish to appeal the Grievance Response signed by: Name: _____ Title: _____ Date: _____ Level to which grievance is being appealed: (CHECK ONE) <input type="checkbox"/> City Administrative Officer via Personnel Director <input type="checkbox"/> Hearing Officer		
Reason for Appeal:		
Grievant's Signature: _____		Date: _____
Received by: _____		Date: _____

APPENDIX C
FLEXIBLE BENEFITS PLAN

ADDENDUM
TO THE 1988-1993 MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAN LUIS OBISPO
AND
POLICE OFFICERS ASSOCIATION
FLEXIBLE BENEFITS PLAN

A. PURPOSE OF THIS ADDENDUM

To protect the non-taxable status of city contributions for insurance under the memorandum of agreement (MOA), the City and the Association here 1) modify the MOA provisions about refunding unused contributions and 2) outline the intentions and contents of a flexible benefits plan (sometimes referred to as a "cafeteria plan"), which shall include a salary reduction plan component and/or other mutually agreeable provisions.

B. DELETION OF EXISTING REFUND PROVISIONS

Article 17.3 of the MOA is deleted.

C. INTENTIONS AND CONTENTS OF THE FLEXIBLE BENEFITS PLAN

The City and the Association shall adopt a flexible benefits plan which shall:

1. take effect retroactively from January 1, 1990.
2. comply with applicable Internal Revenue Code sections, including Section 125
3. allow an employee to:
 - a. avoid taxation on portions of salary (the amount of the employee share of the benefit) and City contributions used for insurance premiums through a salary reduction plan
 - b. purchase additional group term life insurance
4. provide for an employee to receive any unused City contributions in cash each pay period (a change from previous practice)
5. through amendment of the plan as soon as reasonable, allow an employee to avoid taxation on salary and City contributions used for other permitted purposes, subject to the provisions of paragraphs D.1 and D.2 of this addendum. The Association shall meet and confer with the City to achieve such mutually acceptable amendments.

Addendum
Flexible Benefits Plan
Page 2

- 6. allow the City, as plan administrator, to establish administration procedures and to make amendments to the plan (which amendments may be implemented during the term of this MOA) subject to Sections C5, 6, and 8; and including all required meet and confer procedures
- 7. reasonably protect an employee's benefits under the plan if the employee cannot manage his or her personal affairs
- 8. not supercede any contrary provision contained in the MOA (including this addendum) nor limit the rights of any employee under the Meyers-Milias-Brown Act.

D. MISCELLANEOUS

- 1. The provisions of paragraph C6 of this addendum, regarding amendment of the flexible benefits plan, shall not preclude the Association and the City from meeting and conferring.
- 2. No recommendation of the Medical Plan Review Committee on matters within the scope of bargaining shall take effect before completion of meet and confer requirements between the City and the Association.
- 3. The City shall direct its tax attorney to obtain an opinion letter from the Internal Revenue Service about qualification of the flexible benefits plan document under the Internal Revenue Code.
- 4. Should any employee association or any of its employees, be allowed to withdraw from participation in the City's health insurance plans, or be determined to have such right of withdrawal, the City and the Association shall meet and confer about the effects of such a withdrawal.

This addendum is executed by the following authorized agents:

FOR THE CITY OF SAN LUIS OBISPO:

Ann McPike
 Ann McPike, Personnel Director

3-21-90
 Date

FOR THE ASSOCIATION:

Gary Nemeth
 Gary Nemeth, President

Mar 21, 1990
 Date