

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF SAN LUIS OBISPO

AND THE

SAN LUIS OBISPO

CITY EMPLOYEES' ASSOCIATION

JANUARY 1, 2006

Through

DECEMBER 31, 2009



## TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
1	Parties to Agreement.....	1
2	Recognition.....	2
3	Term of Agreement.....	3
4	Renegotiation.....	4
5	Salary.....	5
6	Overtime .....	9
7	Longevity .....	10
8	Standby.....	11
9	Callback .....	12
10	Work Out-Of-Classification.....	13
11	Temporary Assignment .....	14
12	Bilingual Pay .....	15
13	Payday.....	16
14	Retirement .....	17
15	Retiree Medical Trust .....	18
16	Insurance and Refund.....	19
17	Long Term Disability Insurance.....	23
18	Holidays .....	25
19	Sick Leave .....	26
20	Bereavement Leave .....	29
21	Family Leave .....	30
22	Vacation Leave.....	32
23	Workers' Compensation Leave .....	34
24	Work Schedule .....	35
25	Probation Period.....	36
26	Americans with Disabilities Act.....	37
27	Transfer.....	38
28	Layoffs .....	39
29	Light Duty Assignment.....	45
30	Class "A & B" Physicals.....	46
31	Uniform and Uniform Allowance.....	47
32	Safety Program.....	48

33	Employee Rights .....	49
34	Grievance Procedure.....	50
35	Representative Role .....	52
36	Committee Representation.....	53
37	Dues Deduction/Agency Shop .....	54
38	Copies of Agreement.....	56
39	Management Rights .....	57
40	Peaceful Performance .....	58
41	Full Agreement .....	59
42	Savings Clause.....	60
43	Authorized Agents .....	61
44	Signatures.....	62
	Appendix A .....	70

ARTICLE 1

PARTIES TO AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of August, 2006, by and between the City of San Luis Obispo, hereinafter referred to as the City, and the San Luis Obispo City Employees' Association, hereinafter referred to as the Association.

Nothing in this Agreement between the parties shall invalidate nor be substituted for any provisions in City Resolution No. 6620 unless so stipulated to by provision(s) contained herein and agreed to.

## ARTICLE 2

### RECOGNITION

Pursuant to Government Code Section 3500 et seq and City Resolution No. 6620, the City hereby recognizes the San Luis Obispo City Employees' Association as the bargaining representative for purposes of representing regular and probationary employees, occupying the position classifications set forth in Appendix A, in the General Unit with respect to their compensation, hours and other terms and conditions of employment for the duration of the Agreement.

ARTICLE 3

TERM OF AGREEMENT

This Agreement shall become effective January 1, 2006, except that those provisions which have specific implementation dates shall be implemented on those dates and shall remain in full force and effect until midnight December 31, 2009.

## ARTICLE 4

### RENEGOTIATION

If the Association desires to negotiate a successor Agreement, then the Association shall serve upon the City, during September of 2009, its written request to begin negotiations as well as its written proposals for such changes. Negotiations shall begin within, but no later than, thirty (30) days from the date of receipt of the notice and proposals by the City.

## ARTICLE 5

### SALARY

#### SECTION A Rules Governing Step Changes

The following rules shall govern step increases for employees:

- (1) 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 Human Resources Director may authorize hiring at any step.
- (2) 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 the completion of twelve months satisfactory service upon recommendation by his/her department head and the approval of the Human Resources Director.
- (3) 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 department head and approved by the Human Resources Director.
- (4) The fourth and fifth steps are to be awarded only if performance is deemed competent or above as shown on the last performance evaluation. 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 department head and approved by the Human Resources Director. An employee may be advanced to the fifth step after completion of two years service (one year for employees who were at fifth step in one classification and then promoted to a lower step in a higher classification) at the fourth step provided the advancement is

recommended and justified in writing by the department head and approved by the Human Resources Director.

- (5) The above criteria for step increases apply except where other arrangements are authorized by the Administrative Officer.
- (6) In applying the above rules, the next step shall be granted, other conditions having been met, on the first day of the payroll period within which the anniversary date occurs.
- (7) Should the employee's salary not be increased, it shall be the privilege of the department head and Administrative Officer to reconsider such increase at any time during the year.
- (8) Each department head shall be authorized to reevaluate employees who reach Step 5 in their pay range. An employee who is not performing up to standard for the fifth step shall be notified in writing that the department head intends to reduce him one step unless his job performance improves to an acceptable level by the end of 60 days. Prior to the end of 60 days the department head shall again reevaluate the employee and, as part of that reevaluation, shall notify the employee if the pay reduction shall then become effective. The fifth step may be reinstated at any time upon recommendation of the department head. If the department head deems it necessary to again remove the fifth step during the same fiscal year, he/she may make the change at any time with three business days written notice.

#### SECTION B "Y" Rating

An employee who is not performing up to established job standards may be "Y" rated, freezing his salary until such time as there is an improved job performance. The department head shall give 60 days written notice to any employee he/she intends to "Y" rate, giving the employee an opportunity to correct any deficiencies. A "Y" rated employee would not receive neither step increases nor salary increases granted by the City Council in a MOA resolution. The "Y" rating procedure shall not result (then or later) in the employee being frozen below the next lower step of the new range. For example,

if an employee is at step D when "frozen" his/her salary shall not ever be less than the current step C by this action.

SECTION C Computation of Salary Range

Each salary range consists of five steps (1 through 5). Steps 1 through 4 equal 95% of the next highest step, computed to the nearest one dollar.

Step 4 = 95% of Step 5

Step 3 = 95% of Step 4

Step 2 = 95% of Step 3

Step 1 = 95% of Step 2

Each across-the-board % salary increase shall raise step 5 of range 1 by that %. Step 5 of each successive salary range will be 2.63% above step 5 of the next lower range. After all step 5's of salary ranges have been established, each step 5 shall be rounded off to the nearest \$1.00 and the remaining steps established in accordance with the above formula.

SECTION D Salary Provision for the Term of Agreement

1. The parties agree to a salary increase as set forth below to be effective on the first day of the first full payroll period in the month listed, for all employees employed by the City on the effective date of the increases beginning January 2006.

January 2006	2%
July 2006	2%
July 2007	5%
July 2008	5%
July 2009	5%

SECTION E Compensation Study

1. The City will complete a benchmark compensation study that includes examining comparison data from local and regional cities on or before March 31, 2007. The data compared will include, at a minimum, top step salary, cafeteria contribution, and retirement formula. A comprehensive project plan will be cooperatively developed and communicated to all stakeholders. Periodic updates and a thorough presentation of the process and findings will be provided to the SLOCEA board. Should the findings lead to proposed changes in compensation for classifications in the bargaining unit, the City will meet and confer with SLOCEA to address those proposed changes and the impacts, if any, caused by those changes.

ARTICLE 6  
OVERTIME

A. DEFINITION

Overtime is defined as all hours ordered by management and worked by the employee in excess of forty (40) hours worked in a work week.

Holidays and sick leave will be counted as hours worked for purposes of overtime.

All overtime shall be authorized in writing by the department head prior to being compensated.

B. COMPENSATION

Overtime shall be compensated in cash at one and one half (1 1/2) times the employee's regular rate of pay, or in time off (CTO) at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. All overtime shall be compensated to the nearest five (5) minutes worked.

C. COMPENSATORY TIME OFF (CTO)

An employee eligible for overtime compensation may elect compensation in the form of time off (CTO). An employee shall be compensated in CTO only if the employee's department head approved such compensation. An employee may not be compensated in CTO for more than sixty (60) hours of overtime worked in the calendar year. Accumulated CTO not taken within the calendar year shall be compensated in cash at straight time.

Such compensation shall be paid in January of the following year.

ARTICLE 7  
LONGEVITY

- A. Employees with hire dates after December 31, 1973. Effective January 1, 1983, no employees will become eligible for longevity pay and employees then receiving longevity pay shall receive no increases in longevity pay based on additional service with the City.
- B. Employees with hire dates prior to January 1, 1973. Each employee shall be paid an additional one percent (1%) of his base salary step following ten years of continuous full-time service with the City. An additional one percent (1%) of base salary will be added for each subsequent five-year period, calculated to the nearest one dollar (\$1.00).
- C. In the event an employee receiving longevity pay is not performing up to the established standards set for the job, the department head with the concurrence of the City Administrative Officer may suspend payment of the longevity pay until such time as the employee's work performance comes up to the standard level, in the opinion of the department head and with the concurrence of the City Administrative Officer.
- D. The department head shall notify the employee in writing that he intends to suspend the longevity pay unless the employee's job performance improves significantly within a 60-day period. If the employee's job performance does not improve to the desired level by the end of 60 days, the pay reduction shall then become effective. Longevity pay may be reinstated at any time upon recommendation of the department head. If the department head deems it necessary to again remove longevity pay during the same fiscal year, he/she may make the change at any time with three business day's written notice.

ARTICLE 8

STANDBY

- A. Standby duty is defined as that circumstance which requires an employee so assigned to:
- Be ready to respond immediately to a call for service;
  - Be readily available at all hours by telephone or other agreed-upon communication equipment; and
  - Refrain from activities which might impair his/her assigned duties upon call.
- B. Employees, other than those assigned to the Water Reclamation Facility, will receive thirty five dollars (\$35.00) for each week day, forty dollars (\$40.00) for each weekend day, and forty dollars (\$40.00) for each holiday of such assignment.
- C. Operators at the Water Reclamation Facility will receive standby amounts equivalent to those set forth above prorated for the hours actually spent on standby duty.
- D. For return to work as part of a standby assignment, as defined above, the City will guarantee either two (2) hours of pay in cash at straight time or pay at time and one half for time actually worked whichever is greater.
- E. The parties agree that employees on standby, as defined above, are "waiting to be engaged."

ARTICLE 9

CALLBACK

A. DEFINITION

Callback is defined as that circumstance which requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's workshift or workweek;

Except that, an early call-in of up to two (2) hours prior to the scheduled start or a workshift shall not be considered a callback.

B. COMPENSATION

For an unexpected return to work, as defined in A above, the City will guarantee either four (4) hours pay in cash at straight time or pay at time and one-half for time actually worked, whichever is greater.

If an employee who was called back and has completed his/her assignment and left work is again called back to work, he/she will not receive another minimum if the return is within the original minimum.

## ARTICLE 10

### WORK OUT-OF-CLASSIFICATION

#### A. OUT-OF-CLASS ASSIGNMENT

For the purposes of this article, an out-of-class assignment is the full-time performance of all the significant duties of an available, funded position in one classification by an individual in a position in another classification. An employee assigned in writing by management to work out-of-class on a position that is assigned a higher pay range and is vacant pending an examination or is vacant due to an extended sick leave, shall receive five percent (5%), but in no case more than the fifth step of the higher class, in addition to their regular base rate commencing on the eleventh consecutive workday on the out-of-class assignment. Employees assigned as project managers and thereby working out-of-classification shall receive compensation pursuant to this section.

Work out-of-class compensation will be evaluated after six months. Out-of-class compensation will be increased to the first step of the higher classification at least five (5%) upon the recommendation of the supervisor and approval of the department head.

#### B. SEASONAL SUPERVISION

If, in addition to his/her regularly assigned employees, any employee responsible for five (5) or more temporary workers for a period exceeding 10 consecutive work days shall receive additional pay of 5% commencing with the 11th day.

ARTICLE 11  
TEMPORARY ASSIGNMENT

An appointing authority may temporarily assign an employee to a different position for a specific period of time, after which the employee returns to his/her regular duties and position from which he/she was regularly assigned. Such action shall have the prior approval of the Human Resources Director. An appointing authority may assign an employee to a different position for a period of time not to exceed 90 days, provided the employee has received 24 hours written notice which includes reasons for the assignment.

## ARTICLE 12

### BILINGUAL PAY

Employees certified as bilingual in Spanish through a testing process and certified as being required to regularly use their Spanish speaking skills shall receive a bilingual payment of thirty-five (\$35) dollars per pay period. Additional languages may be approved by the City based upon demonstrated need. Regardless of certification and payment, all employees shall use any language skills they possess to the best of their ability.

ARTICLE 13

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.

## ARTICLE 14

### RETIREMENT

- A. The City agrees to provide the Public Employees' Retirement System's 2.7% at age 55 plan to all eligible employees including the amendments permitting conversion of unused sick leave to additional retirement credit, the 1959 survivor's benefit (4<sup>th</sup> level), one year final compensation, the Military Service Credit option, and the Pre-Retirement Option 2 Death Benefit.
- B. The City agrees to contribute eight percent (8%) of an employee's salary on behalf of the employee to PERS. These amounts paid by the City are employee contributions and are paid by the City to satisfy the employee's obligation to contribute eight percent (8%) of salary to PERS. An employee has no option to receive the contributed amounts directly instead of having them paid by the City to PERS on behalf of the employee. It is understood and agreed to by the parties that the City "pick up" of the employee's PERS contribution is made in lieu of a wage increase. Therefore, in all comparisons made with other agencies, eight percent (8%) of salaries will be added to the total compensation provided by the City to the employees. It is further understood and agreed to by the parties that payment of the eight percent (8%) PERS contribution is made subject to I.R.S. approval of reporting procedures. The eight percent (8%) payment will be reported to PERS as special compensation (EPMC).

ARTICLE 15  
RETIREE MEDICAL TRUST

The City of San Luis Obispo Employee's Association has established a Retiree Medical Benefit Trust to provide for health insurance and other medical expense reimbursements to unit employees after retirement. The Trust is administered separately by a Board of Trustees composed of members of the Association. The City is not involved with the establishment or administration of the Trust. Included in the funding for the Trust will be amounts designated by the Association to be deducted from each employees' paycheck. The City's sole responsibility is to forward the designated amounts to the Trust.

The Association and Board of trustees are solely responsible for obtaining any necessary IRS approvals, establishing and administering the Trust. The Association will indemnify, defend and hold harmless the City, its agents, officers and employees, against any and all claims or legal proceedings regarding the establishment and operation of the Trust.

ARTICLE 16

INSURANCE AND REFUND

A. CONTRIBUTION

Effective the first payroll period in December, 2005, the City shall contribute the 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.

December	2005	\$635	(for January 2006 premium)
December	2006	\$710	(for January 2007 premium)
December	2007	\$790	(for January 2008 premium)
December	2008	\$870	(for January 2009 premium)

B: INSURANCE COVERAGE

1. PERS Health Benefit Program

The City has elected to participate in the PERS Health Benefit Program with the "unequal contribution option" at the PERS minimum contribution rate, currently \$64.60 per month for active employees and \$16.26 per month for retirees. The City's contribution toward retirees shall be increased by five (5%) percent per year of the City's contribution for the active employees 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 City's 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 for. In summary, this cost and any increases will be borne by the employees.

2. 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 contribution (after dental and vision insurance premiums are deducted) in cash in accordance with the City's Cafeteria Plan. Those employees will also be assessed \$16.00 per month to be placed in the Retiree Health Insurance Account. This account will be used to fund the Retiree Health Insurance Account. This account will be used to fund the City's contribution toward retiree premiums and the City's costs for the Public Employee's Contingency Reserve Fund and the Administrative Costs. However, there is no requirement that these funds be used exclusively for this purpose nor any guarantee that they will be sufficient to fund retiree health costs, although they will be used for negotiated employee benefits.

3. Health Insurance Benefits for Domestic Partners

The City has adopted a resolution electing to provide health insurance benefits to domestic partners (Section 22873 of the Public Employees' Medical and Hospital Care Act [PEMCHA]).

4. 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 the PERS medical plan.

C. LIFE INSURANCE

Employees shall pay for life insurance coverage of Fifty Thousand Dollars (\$50,000). The effective date of the increase will depend on approval from Standard Insurance Company.

D. MEDICAL PLAN REVIEW COMMITTEE

The Association shall appoint two voting representatives 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. The vote of each voting representative shall be weighted according to the number of employees represented by the association.

## 1. DUTIES AND OBLIGATIONS OF THE MEDICAL PLAN REVIEW

### COMMITTEE

- a. Review and suggest changes for the City's flexible benefits plan and the insurance plans offered under the MOA;
- b. 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;
- c. Disseminate information and educate employees about the City's flexible benefits plan and the insurance plans offered under the MOA;
- d. Participate in other related assignments requested by the City and its employee associations.

## 2. MISCELLANEOUS

- a. The actions of the Medical Plan Review Committee shall not preclude the Association and the City from meeting and conferring.
- b. 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 Association.
- c. If changes to the City's flexible benefits plan, or Cafeteria Plan, are subject to meet and confer requirements, the City and the Association agree to meet and confer in good faith.
- d. 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.

- E. City agrees to continue its contribution to the Cafeteria Plan for two (2) pay periods in the event that an employee has exhausted all paid time off due to an employee's catastrophic illness. That is, the employee shall receive regular City health payment benefit for the first two pay periods following the pay period in which the employee's accrued vacation and sick leave balances reach zero (0).

## ARTICLE 17

### LONG TERM DISABILITY INSURANCE

#### A. COVERAGE

All employees shall be covered by Long Term Disability Insurance (LTD).

#### B. COST OF LTD

The employee shall pay all costs of the program, which the City shall deduct from employees' paychecks.

#### C. ACCUMULATION OF BENEFITS

Time-in-service and other City benefits will only accrue when an employee is on City-paid time.

#### D. COORDINATION OF BENEFITS

1. LTD payments shall be coordinated with accumulated paid time so that take home pay will not exceed regular take home pay. Paid time is defined as vacation, sick leave, CTO, and holiday.

2. The coordination of payments will be administered by the City. The employee must take his/her uncashed LTD benefit check to Finance.

a. Determination of the use of paid time for coordination of benefits, shall be made by the City. Employees on disability leave shall be required to use all accumulated paid time prior to using unpaid time.

b. Employees who receive LTD benefits shall receive credit for a portion of the paid leave used to cover their absence. To determine the credit, the amount of their LTD benefit shall be divided by their base hourly rate multiplied by 1.4. The credit shall be prorated if the employee has any non-paid time during the pay period. To receive the credit, the employee must sign his/her LTD benefit check over to the City.

EXAMPLE: Employee uses 80 hours of sick leave.

Employee receives \$384 from LTD.

Employee's hourly rate is \$9.67.

$$1.4 \times \$9.67 = \$13.54$$

$$\$384 / \$13.54 = 28.36 \text{ hours.}$$

The employee receives a credit of 28.36 hours.

E. ACCRUAL OF BENEFITS WHILE ON LTD LEAVE

1. If an employee has no paid time at the beginning of a pay period, the employee shall neither accrue vacation or sick leave, nor shall the employee receive his/her regular City health payment benefit except as provided in #3 below. To continue health insurance, the employee must pay the entire cost of his/her health coverage for that pay period.
2. If an employee has at least sixteen hours of paid time at the beginning of a pay period, the employee shall receive his/her regular vacation and sick leave accruals.
3. If an employee has any paid time at the beginning of a pay period, the employee shall receive his/her regular City health payment benefit for that pay period. For continuance of medical insurance see Insurance and Refund, Article 16, Section E.

F. WITHDRAWAL FROM LTD

If this unit chooses to withdraw from LTD after the required two (2) years membership, it must present a majority petition indicating such desire.

## ARTICLE 18

### HOLIDAYS

The following days of each year are designated as paid holidays:

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Jr. Birthday
- Third Monday in February - Presidents' Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Fourth Thursday in November - Thanksgiving Day
- Friday after Thanksgiving
- December 25 - Christmas
- One-half day before Christmas
- One-half day before New Year's Day
- Two Floating Holidays

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. A holiday shall be defined as eight (8) hours of paid time off for regular full-time employees.

Floating holiday accrual: An individual employed on a floating holiday (FH) accrual date shall be credited with eight (8) hours of additional vacation. Use, carry-over, accumulation, etc. of such vacation shall be subject to the same rules and procedures that cover all accrued vacation.

The two floating holidays will be accrued January 1 and July 1.

## ARTICLE 19

### SICK LEAVE

- A. Sick leave shall be defined as absence from duty because of illness or off-the-job injury, or exposure to contagious diseases as evidenced by certification from an accepted medical authority.
- B. Rules governing sick leave:
  - 1. Each incumbent of a line-item position shall accrue sick leave with pay at the rate of twelve (12) days or the prorated shift equivalent per year of continuous service.
  - 2. Sick leave may be used after the completion of the month of service in which it was earned.
  - 3. Sick leave shall begin with the first day of illness.
  - 4. Department heads shall be responsible to the City Administrative Officer for the uses of sick leave in their departments.
  - 5. A department head shall require written proof of illness from an authorized medical authority at the employee's expense for sick leave use in excess of five (5) consecutive working days by personnel in his/her department. Such proof may be required for periods less than five (5) consecutive working days where there exists an indication of sick leave abuse.
  - 6. Any employee who is absent because of sickness or other physical disability shall notify his/her immediate supervisor or department head as soon as possible but in any event during the first day of absence. Any employee who fails to comply with this provision, without having a valid reason, will be placed on leave of absence without pay during the unexcused absence and be subject to disciplinary action.
  - 7. Any employee absent for an extended illness or other physical disability may be required by the Human Resources Director to have an examination by the City's medical examiner, at City expense, prior to reinstatement to the City service.

8. An appointing authority, subject to approval of the Human Resources Director, may require any employee to be medically examined where reasonable cause exists to believe that an employee has a medical condition which impairs his/her job effectiveness or may endanger the health, safety or welfare of the employee, other employees, or the public. Employees who are judged to be physically incapable of meeting normal requirements of their positions may be placed in a classification of work for which they are suitable when a vacancy exists, or may be separated for physical disability.
9. In the event that an employee's sick leave benefits become exhausted due to illness or exposure to contagious disease, the employee shall revert to a status of leave of absence without pay and be subject to the provisions of the Personnel Rules unless eligible to participate in the City's Catastrophic Leave Policy. For continuation of medical insurance see Insurance and Refund, Article 17, Section E.
10. The right to benefits under the sick leave plan shall continue only during the period that the employee is employed by the City. This plan shall not give any employee the right to be retained in the services of the City nor any right of claim to sickness disability benefits after separation from the services of the City. When an employee receives compensation under the Worker's Compensation Act of California, such compensation received shall be considered part of the salary to be paid to the employee eligible for such payments as required by state law. The amount paid by the City shall be the difference between the amount received by the employee from the City's compensation insurance coverage and the eligible employee's regular rate of pay.
11. Notwithstanding anything contained in this section, no employee shall be entitled to receive any payment or other compensation from the City while absent from duty by reason of injuries or disability received as a result of engaging in employment other than employment by the City for monetary

gain or other compensation other than business or activity connected with his/her City employment.

12. Accumulation of sick leave days shall be unlimited.
13. 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 - 30%
  - (b) Retirement and actual commencement of PERS benefits:
    - (1) After ten years of continuous employment - 10%
    - (2) After fifteen years of continuous employment - 15%
    - (3) After twenty years of continuous employment – 20%
    - (4) After twenty-five years of continuous employment – 25%
    - (5) After thirty years of continuous employment – 30%

## ARTICLE 20

### BEREAVEMENT LEAVE

At each employee's option, sick leave may be used to be absent from duty due to the death of a member of the employee's immediate family, meaning spouse/domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, or any other relative living in the same household, provided such leave as defined in this section shall not exceed five (5) working days (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 concerning the death or relationship shall be cause for discharge.

## ARTICLE 21

### FAMILY LEAVE

- A. An employee may take up to two (2) days (16 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.
- B. An employee may take up to five (5) days (40 hours) of sick leave per year if the family member is part of the employee's household.
- C. An employee may take up to seven (7) days (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.
- D. For purposes of this article, immediate family is defined as spouse/domestic partner, child, brother, sister, parent, parent-in-law, step-parent, step-brother, step-sister, grandparent, or any other relative living in the same household.
- E. The amounts shown in A, B, and C above are annual maximums, not maximums per qualifying family member.
- F. If the family member is a child, parent or spouse/domestic partner, an employee may use up to 48 hours annually to attend to the illness of the child, parent, or spouse, instead of the annual maximums in paragraphs A. and B. above, in accordance with Labor Code Section 233.
- F. In conjunction with existing leave benefits, 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:
  - 1. A new child through birth, adoption or foster care (maternal or paternal leave).
  - 2. A seriously ill child, spouse or parent who requires hospitalization or continuing treatment by a physician.
  - 3. Placement of an employee's child for adoption or foster care.

4. 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 personnel illness, will be subtracted from the 12 weeks allowed by the Family/Medical Leave Program. Employees must use all available vacation, compensatory time and administrative leave and, if appropriate, sick leave prior to receiving unpaid Family/Medical Leave.

Employees on Family/Medical Leave will continue to receive the City's contribution toward 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. Only City group health insurance premiums will be paid by the City.

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

1. The continuation of a serious health condition of the employee or a covered family member prevents the return.
2. Circumstances beyond the employee's control.

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

## ARTICLE 22

### VACATION LEAVE

- A. Each incumbent of a 40 hour a week line-item position shall accrue vacation leave with pay at the rate of 12 days (96 hours) per year of continuous service since the benefit date for the first five years, 15 days (120 hours) per year upon completion of five years, 18 days (144 hours) per year upon completion of ten years, and 20 days (160 hours) upon completion of twenty years.
- B. An incumbent is not eligible to use accrued vacation leave until it has been accrued, and approved as provided below.
- C. A regular employee who leaves the City service shall receive payment for any unused vacation leave.
- D. It is the employee's responsibility to request and use vacation leave in a manner that neither jeopardizes their vacation balance nor the efficiency of the work unit. Vacation schedules must be reviewed by management prior to the scheduled vacation. Vacation schedules will be based upon the needs of the City and then, insofar as possible, upon the wishes of the employee. Management may not deny an employee's vacation request if such denial will result in the loss of vacation accrual by the employee, except that, management may approve a two-month extension of maximum vacation accrual. In no event shall more than one such extension be granted in any calendar year.
- E. Any employee who is on approved vacation leave and becomes eligible for sick leave, as defined in Section 2.36.420 of the Municipal Code, may have such time credited as sick leave under the following conditions:
  - 1. A physician's statement certifying that illness, injury or exposure to contagious disease has occurred is presented to the supervisor upon returning to work.
  - 2. The vacation leave immediately ends and the employee reports to work following the end of sick leave usage. (Ordinance No. 782 - 1978 Series)

- F. Vacation leave shall be accrued as earned through the last pay day in December, up to a maximum of twice the annual rate.
- G. All employees in this unit are eligible, once annually in December, to request payment for up to forty (40) hours of unused vacation leave provided that an employee's overall performance and attendance practices are satisfactory. Employees must have eighty (80) hours of accrued vacation leave to be eligible. Upon request, vacation sellback payments shall be made by separate check.

## ARTICLE 23

### 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/her base salary and the amount provided by workers' compensation during the first 90 business days of such temporary disability absence. Eligibility for workers' compensation leave requires an open workers' compensation claim.

For continuation of medical insurance see Insurance and Refund, Article 17, Section E.

## ARTICLE 24

### WORK SCHEDULE

This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, nor hours of work per week, nor of days of work per week.

Employees shall be scheduled to work on regular workshifts having regular starting and quitting times. Except for emergencies, employees' workshifts shall not be changed without reasonable prior written notice to the employee and the Human Resources Director. Neither callback nor overtime constitutes a change in workshift. All references to accrual of vacation, holiday or sick leave in the Agreement shall be interpreted as one (1) day being equivalent to eight (8) hours.

## ARTICLE 25

### PROBATION PERIOD

All new appointments in line-item positions in the classified service shall be subject to a probationary period of one year. Promotions or transfers to line-item positions within the general unit in the classified service shall be subject to a probationary period of six months. The probationary period may be extended or reinstated if further employee evaluation is deemed necessary for up to six months upon the written recommendation of the department head and the written approval of the human resources director.

Employees not successfully passing a promotional or transfer probation or voluntarily requesting to have the promotion rescinded during the first 90 calendar days of the probationary period shall be returned to their previously held position without notice or hearing. If the cause for not passing probation was sufficient grounds for dismissal, the employee shall be subject to dismissal without reinstatement to the lower position. If no vacancy exists, the name of the employee may be placed on a Reemployment List per Article 28, Layoffs, section B.

ARTICLE 26

AMERICANS WITH DISABILITIES ACT

The City and Association acknowledge the passage of the Americans with Disabilities Act. It is agreed that the City shall take all necessary actions to comply with the provisions of this Act. If necessary, sections of this Memorandum of Agreement and/or the City Personnel Rules may be suspended in order to achieve compliance.

ARTICLE 27

TRANSFER

A. TRANSFER REQUEST

Employees who want to transfer may notify the City by filing a form with the Human Resources Department. Such form shall be developed and made available by the Human Resources Department.

B. TRANSFER PROCESS

Upon proper notice and concurrence by the City Administrative Officer, an employee may be transferred by the appointing authority from one position to another in the same pay range provided he/she possesses the minimum qualifications as determined by the Human Resources Director.

If the transfer involves a change from one department to another, both department heads must consent thereto unless the City Administrative Officer orders the transfer for purposes of economy and efficiency.

The employee shall be given five (5) business days' written notice of the transfer including the reason for the change.

## ARTICLE 28

### LAYOFFS

#### LAYOFF PROCEDURE

In accordance with Personnel Rule 2.36.280, the City Council of San Luis Obispo shall determine when and in what position or classifications layoffs are to occur. The Human Resources Director shall be responsible for the implementation of a layoff order of the City Council in accordance with the procedures outlined below:

- A. After determining which job classification within a department shall be laid off, the order of layoffs shall be as follows:
1. Temporary and contract employees, in the order to be determined by the appointing authority;
  2. Probationary employees (promotional probation excluded), in the order to be determined by the appointing authority;

For regular employees, layoffs shall be governed by job performance and seniority in service within a particular department and job classification. For the purpose of implementing this provision, job performance categories shall be defined as follows:

#### Category 1:

Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards. 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 2:

Performance that is competent, superior, meets expectations, meets performance standards, exceeds performance standards and expectations 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 two or three performance categories of the performance appraisal.

A regular employee being laid off shall be that employee with the least seniority in the particular job classification concerned and in the department involved who is in the lowest job performance category. Employees in Category 1 with the lowest seniority will be laid off first, followed by employees in Category 2. 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.

- a. In the event two or more employees in the same job classification are in the same job performance category, the employee with the least amount of service with the City shall be laid off first.
- b. Transfer to another department in lieu of layoff is authorized upon approval of the department needs, if there is a vacancy and the employee meets the minimum job requirements.
- c. Regular part time employees shall receive prorated seniority credit.

B. Laid Off Employees on Reemployment List.

The names of employees who have been laid off shall be placed on the appropriate Reemployment List for one year. The recall of employees will be in reverse order of layoff, depending upon City requirements.

Reemployment lists shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the layoff was made.

C. Appointment of Laid-Off Employees to Vacant Class.

An appointing authority may, with the approval of the department head and the Human Resources Director and in agreement with the employee, appoint an employee who is to be laid off to a vacancy in a vacant class for which he or she is qualified.

D. Employee reassignments (bumping procedure):

1. Employees who have been promoted during their service with the City may bump back one classification in their career series, or to a position within a classification they formerly held, if there is an employee in the lower previously held classification with less seniority than the employee who wants to bump. Seniority for the purpose of this section shall mean time in the position in the lower classification plus time in other classifications. For example, (1) an employee attempting to bump to Accounting Assistant II from Accounting Assistant III would utilize their combined time as a II and III in determining whether or not they had more seniority than an individual in the II classification. (2) An employee attempting to bump to a Parks Worker II from a Street Painter position would utilize their combined time in each respective position to determine seniority.
2. Reassignment rights may be exercised only once in connection with any one layoff, and shall be exercised within seven (7) calendar days from the date of the notice of the layoff, by written notice from the employee.
3. The bumping right shall be considered exercised by the displacement of another employee with lesser total service or by the acceptance of a vacant position in the class with the same or lower salary.
4. Full time and part time regular employees shall have bumping rights for either full time regular or part time regular positions.

5. Notwithstanding the foregoing, if the City Administrative Officer determines that the public interest will not be served by application of the above criteria, the City Administrative Officer may depart therefrom on the basis of a clearly demonstrable superiority in performance and/or qualifications.
  6. Employees on layoff shall be offered reemployment in the inverse order of layoff, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.
- E. Employment programs with special requirements will be administered in accordance with appropriate Federal or State guidelines and directives.
- F. The City will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to G, below.
- G. Notice of Layoff to Employees.  
An employee to be laid-off shall be notified in writing of the impending action at least thirty (30) calendar days in advance of the effective date of the lay-off. The notice shall include the following information:
1. Reason for lay-off.
  2. Effective date of layoff.
  3. Employee rights as provided in these rules.
- H. Removal of Names From Reemployment Lists.  
The Human Resources Director may remove an employee's name from a reinstatement list if any of the following occur:
1. The individual indicates that he/she will be unable to return to employment with the City during the life of the list; or
  2. The individual cannot be reached after reasonable efforts have been made to do so. The City shall utilize certified mail when contacting individuals; or

3. The individual refuses two reemployment offers. Individuals shall have ten (10) days to respond to the offer of reemployment and an additional fourteen (14) days to return to work.

K. Employee Rights And Responsibilities.

In addition to rights identified herein, employees affected by these procedures shall also have the following rights:

1. Through prior arrangement with his/her immediate supervisor an employee who has been notified of his/her impending layoff shall be granted reasonable time off without loss of pay to participate in a prescheduled interview or test for other employment.
2. An employee who has been laid off shall be paid in full for his/her unused accrued vacation leave on the effective date of the layoff.
3. When an individual is reemployed he/she shall be entitled to:
  - a. Retain his/her seniority date.
  - b. Accrue vacation leave at the same rate at which it was accrued at the time of the layoff.
  - c. Have any unused sick leave reinstated.

An individual reemployed into the job classification from which he/she was laid off shall be assigned to the same salary range and step he/she held at the time of the layoff. An individual reemployed into a job classification other than the classification from which he/she was laid off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the layoff. An individual reemployed into the classification from which he/she was laid off while still a probationary employee shall complete, upon return to the job, the remaining portion of his/her probationary period, if any, in effect at the time of the layoff. Similarly, an individual who is reemployed shall complete upon return to the job the same work time he/she would have had to work at the time of the layoff to attain a higher vacation leave accrual rate or to become eligible for a salary step increase, if such changes are possible.

## ARTICLE 29

### LIGHT DUTY ASSIGNMENT

If an employee's medical condition temporarily precludes the performance of his/her normal duties and management determines modified work is available and necessary to be performed, he or she may, with medical authorization, be temporarily assigned to such work for a period not to exceed six months. No change in base pay will result unless the duties to be performed are substantially greater or lesser than those normally performed by the employee and the employee's current pay rate is not within the pay range for the temporarily assigned work. In no event shall any employee's current pay rate be reduced more than four (4) ranges at the same step.

ARTICLE 30

CLASS "A & B" PHYSICALS

The City will pay for costs for physical exams not covered by City insurance policies required for those employees required by the City to hold valid Class "A or B" California drivers licenses.

## ARTICLE 31

### UNIFORM AND UNIFORM ALLOWANCE

- .
  - A. All employees required to wear City uniforms shall be provided clean uniforms. A uniform includes either one shirt and pants combination or one pair of coveralls.
  - B. Uniforms and work shoes shall only be used on City business.
  - C. Employees required to wear City uniforms shall only be permitted to wear other clothing for medical reasons upon submission of a letter from the city doctor certifying that the city uniform is injurious to their health. Decisions regarding this paragraph shall be made by the Human Resources Director on a case-by-case basis.

## ARTICLE 32

### SAFETY PROGRAM

The City shall continue a compensation program for safety representatives on the basis that each designated safety member shall be compensated at the rate of \$10.00 per month. The description of the duties of a safety committee member shall be designed by the Human Resources Director or his/her designee. The intent of the safety representatives is to assist the Human Resources Director and the overall safety program in reducing accidents by reporting hazardous conditions.

## ARTICLE 33

### 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 34

### GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation, misinterpretation or misapplication of the employer-employee resolution, the Personnel Rules and Regulations, any Memorandum of Agreement, excluding disciplinary matters, or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters.

Each grievance shall be handled in the following manner:

- A. The employee who is dissatisfied with the response of the immediate supervisor shall discuss the grievance with the supervisor's immediate superior. The employee shall have the right to choose a representative to accompany him/her at each step of the process. 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 submit the grievance in writing to the department head for consideration, stating the facts on which it was based, including the provision of the rules, regulations, or agreement said to be violated, and the proposed remedy. This action must take place within fifteen (15) business days of the response of the supervisor's immediate superior but in no event later than thirty (30) calendar days after the occurrence of the event giving rise to the grievance. The department head shall promptly consider the grievance and render a decision in writing within fifteen (15) business days of receiving the written grievance. If the employee accepts the department head's decision, the grievance shall be considered terminated.
- C. If the employee is dissatisfied with the department head's decision, the employee may immediately submit the grievance in writing to the Human Resources Director within seven (7) business days of receiving the department head's decision. The Human Resources Director shall confer with the employee and the department head and any other interested parties, and shall conduct such other investigations as may be advisable.

- D. The results of findings of such conferences and investigations shall be submitted to the City Administrative Officer in writing within fifteen (15) 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 and reason if denied shall be in writing and given to the employee within twenty (20) business days of receiving the Human Resources Director's results and findings. Such decision shall be final unless employee desires the Personnel Board to review the decision. If such is the case, the employee will have ten (10) business days following receipt of the City Administrative Officer's decision to submit a written request to the Personnel Board through the Human Resources Director for a review of the decision. The Personnel Board within thirty (30) business days shall review the record and either (1) issue an advisory opinion to the City Administrative Officer; or (2) conduct a hearing on the matter. If a hearing is held, an advisory opinion shall be rendered by the Board within ten (10) business days of the close of such hearing. If an opinion signed by at least three (3) members of the Personnel Board recommends overruling or modifying the City Administrative Officer's decision, the City Administrative Officer shall comply or appeal this recommendation to the City Council. Such appeal shall be filed with the City Clerk within three (3) business days of the Board's action. If appealed, the City Council shall review the case on the record and render a final decision within thirty (30) business days of submittal.

## ARTICLE 35

### REPRESENTATIVE ROLE

Members of any recognized employee organization may, by a reasonable method, select not more than three employee members of such organization, one employee observer, and the Association President to meet and confer with the Municipal Employee Relations Officer and other management officials (after written certification of such selection is provided by an authorized official of the organization) on subjects within the scope of representation during regular duty or work hours without loss of compensation or other benefits.

The employee organization 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 meeting. Provided further:

- (1) That no employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official. If employee representatives cannot be released, date of meeting will be rescheduled in accordance with item 2 below.
- (2) 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.

## ARTICLE 36

### COMMITTEE REPRESENTATION

- A. If the Director of Human Resources establishes a committee to study possible changes which will affect significant numbers of employees in the unit in subjects within the scope of representation, and if the Human Resources Director includes unit members on the committee, such committee members shall be designated by the Human Resources Director after consultation with the Association.  
This unit shall have the same number of committee members as each other unit has.
- B. Two representatives of the bargaining unit designated by the Association and two representatives of management designated by the City shall meet on an as-needed basis to discuss issues of concern to the parties.

## ARTICLE 37

### DUES DEDUCTION/AGENCY SHOP

#### DUES DEDUCTION

The City shall deduct dues from City employees and remit said dues to the Association on a bi-weekly basis for the duration of this Agreement. These dues shall not include assessments. Bi-weekly dues deduction additions and/or deletions shall be recorded by the City's Finance Director and a notification of all dues transactions shall be sent bi-weekly to the Association Treasurer.

#### AGENCY SHOP

This Agency Shop provision went into effect following certification of the election results by the State Mediation and Conciliation Services on October 11, 2005. Agency Shop as used in this article means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.

Each employee in this bargaining unit shall be required to choose one of the following options:

- 1) become a member in good standing of the Association.
- 2) pay to the association an agency fee in an amount which does not exceed the amount that may be lawfully collected under applicable constitutional, statutory and case law. This amount shall be equal to or less than the monthly dues paid by members of the Association during the term of this MOA. Such payments shall be made by payroll deduction. The Association represents that the collection, administration and use of agency fee funds shall be in conformance with the law.
- 3) Pursuant to Government Code Section 3502.5 (c), any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency shop fee to a

non-religious, non-labor charitable organization exempt from taxation under Section 501 (c) 3 of the Internal Revenue Code, as designated by the employee.

To qualify for the religious exemption the employee must provide to the Association, with a copy to the City, a written statement of objection, along with verifiable evidence of membership as described above.

New employees must make the required choice within 30 days of employment in the unit. The agency fee shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed.

The Association shall indemnify, defend and hold harmless the City and its officers, employees and agents from and against any and all claims, proceedings, settlements and/or liability regarding the legality of this Article or any action taken or not taken by or on behalf of the City under this Article. The Association will further indemnify the City against any unusual costs in implementing these provisions. The Association shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

ARTICLE 38

COPIES OF AGREEMENT

Parties agree City shall provide thirty (30) copies of the Agreement to the Association. Association shall pay 1/2 City's actual cost. Parties shall consult concerning size and format of printed agreement and concerning who does the printing of the agreement.

ARTICLE 39  
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 governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of 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 of performing its work.

## ARTICLE 40

### PEACEFUL PERFORMANCE

If an employee participates in a strike or a concerted work stoppage, the City may apply discipline up to and including discharge. However, nothing herein shall be so construed as to affect the right of any employee to abandon or to resign his employment.

- A. Employee organizations shall not hinder, delay, or interfere, coerce employees of the City to hinder, delay, or interfere with the peaceful performance of City services by strike, concerted work stoppage, cessation of work, slow-down, sit-down, stay-away, or unlawful picketing.
- B. 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 of disciplinary actions, may by 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 employee organization or organizations participating in such actions.
- C. Employees 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, provided there is work to perform.

Any decision made under the provisions of the 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 ten (10) working days after the affected employee organization 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 41

FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the City and the Association. The 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, subject or matter arises during the term of this Agreement and an action is proposed by the City, the Association shall be afforded notice and shall have the right to meet and confer upon request.

## ARTICLE 42

### 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 thirty (30) day work period. If no agreement has been reached, the parties agree to invoke the provision of impasse under Section 13 of City Resolution No. 6620.

ARTICLE 43

AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. The Association's principal authorized agent shall be the President (address: 990 Palm Street, San Luis Obispo, California 93401: (805) 781-7196).
- B. Management's principal authorized agent shall be the Human Resources Director or his/her duly authorized representative (address: 990 Palm Street, San Luis Obispo, CA 93401-3249; telephone: (805) 781-7250).

ARTICLE 44

SIGNATURES

Classifications covered by this Agreement and included within this unit are shown in Appendix "A".

This Agreement becomes effective (Council Agenda Date), as witnessed hereto by the following parties:

CITY OF SAN LUIS OBISPO

  
Richard Bolanos, City Consultant

  
Monica Irons,  
Human Resources Director /Date

Other City Negotiating Team Members

Rachael Hendricks  
Karen Jenny

SAN LUIS OBISPO  
CITY EMPLOYEES' ASSOCIATION

  
Paul Bechely, SLOCEA Consultant

  
Ron Faria, President/Date

Other SLOCEA Negotiating Team Members

Tim Girvin  
Ed Humphrey  
Madelyn Paasch  
Randy Stevenson  
Greg Zoher

## APPENDIX A

### CLASSIFICATIONS

The classifications listed below are those classifications represented by the Association and are presented alphabetically which does not illustrate job families nor functional groupings as shown in previous MOA's.

- . Accounting Assistant I
- . Accounting Assistant II
- . Accounting Assistant III
- . Administrative Assistant I
- . Administrative Assistant II
- . Administrative Assistant III
- Associate Planner
- Biologist
- Building Inspector
- Building Maintenance Technician
- Building Permit Coordinator
- Chief Lab Analyst
- Code Enforcement Officer
- . Engineer I
- . Engineer II
- . Engineer III
- . Engineering Technician I
- . Engineering Technician II
- . Engineering Technician III
- Field Engineering Assistant
- . GIS Specialist I
- . GIS Specialist II
- Heavy Equipment Mechanic
- . Heavy Equipment Operator I
- . Heavy Equipment Operator II
- Industrial Waste Inspector
- . Information Systems Technician I
- . Information Systems Technician II
- Information Technology Assistant
- Laboratory Analyst **SBP**
- . Maintenance Worker I
- . Maintenance Worker II - Buildings
- . Maintenance Worker II - Parks
- . Maintenance Worker II - Streets
- Maintenance Worker III - Parks
- Maintenance Worker III - Streets

Management Assistant  
 Parking Coordinator  
 Parking Enforcement Officer  
 Parking Meter Repair Worker  
 Parks Maintenance Technician  
 . Permit Technician I  
 . Permit Technician II  
 Planning Technician  
 Plans Examiner  
 Public Works Inspector  
 Radio Systems Technician  
 . Recreation Coordinator I  
 . Recreation Coordinator II  
 Senior Building Inspector  
 Signal and Street Lighting Technician  
 Street Maintenance Technician  
 Supervising Administrative Assistant  
 Telemetry & Instrumentation Technician  
 Transportation Assistant  
 Tree Trimmer I  
 . Tree Trimmer II  
 Underground Utilities Locator  
 Urban Forest Technician/Arborist  
 Utilities Conservation Technician  
 Wastewater Collection System Operator **SBP**  
 Water Customer Service Personnel **SBP**  
 Water Distribution System Operator **SBP**  
 Water Reclamation Facility Chief Operator  
 Water Reclamation Facility Maintenance Technician **SBP**  
 Water Reclamation Facility Operator **SBP**  
 Water Supply Operator **SBP**  
 Water Treatment Plant Chief Operator  
 Water Treatment Plant Maintenance Technician **SBP**  
 Water Treatment Plant Operator **SBP**

. Denotes positions within a career series.