

Memorandum of Understanding

Between The City of San Luis Obispo &
The San Luis Obispo Police Officers' Association



Term of Agreement:
July 1, 2024 to June 30, 2027



SAN LUIS OBISPO

RESOLUTION NO. 11505 (2024 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, ADOPTING AND RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN LUIS OBISPO AND THE SAN LUIS OBISPO POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JULY 1, 2024, TO JUNE 30, 2027

WHEREAS, the San Luis Obispo Police Officers' Association is committed to providing high quality service to the community; and

WHEREAS, the City Council is committed to providing competitive compensation to recruit and retain well qualified employees, as provided in the City's adopted Labor Relations Objectives and Compensation Philosophy, while also considering the long-term financial sustainability of changes in compensation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo hereby revises the San Luis Obispo Police Officers' Association compensation as follows:

SECTION 1. The Memorandum of Understanding between the City of San Luis Obispo and the San Luis Obispo Police Officers' Association, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted and ratified.

SECTION 2. The Director of Finance shall adjust the appropriate accounts to reflect the compensation changes.

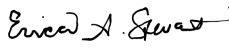
SECTION 3. The City Clerk shall file and furnish a copy of the resolution and a copy of the executed Memorandum of Understanding approved by George Berrios, San Luis Obispo Police Officers' Association President, and Nickole Domini, Director of Human Resources.

SECTION 4. Amendments to compensation for the San Luis Obispo Police Officers' Association do not constitute a "Project" under CEQA Guidelines Sec. 15378.

Upon motion of Mayor Stewart, seconded by Council Member Shoresman, and on the following roll call vote:


- AYES: Council Member Francis, Shoresman, Vice Mayor Pease, and Mayor Stewart
- NOES: None
- ABSENT: Council Member Marx

The foregoing resolution was adopted this 2nd day of July 2024.

DocuSigned by:

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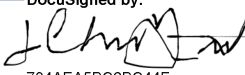
 Mayor Erica A. Stewart

ATTEST:

DocuSigned by:

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 Teresa Purrington
 City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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 J. Christine Dietrick
 City Attorney

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on 7/16/2024 | 11:50 AM PDT.

DocuSigned by:

 B98BADBF9C78436...

 Teresa Purrington
 City Clerk

Table of Contents

ARTICLE 1 - PREAMBLE 1

ARTICLE 2 - RECOGNITION 2

ARTICLE 3 - DUES DEDUCTION..... 3

ARTICLE 4 - EMPLOYEE RIGHTS 4

ARTICLE 5 - MANAGEMENT RIGHTS 5

ARTICLE 6 - REPRESENTATIVE ROLE..... 6

ARTICLE 7 - SALARY 8

ARTICLE 8 - SENIOR POLICE OFFICER PROGRAM AND INCENTIVE PAY 10

ARTICLE 9 - TRAINING OFFICER INCENTIVE 14

ARTICLE 10 - BILINGUAL PAY 15

ARTICLE 11 - OVERTIME 16

ARTICLE 12 - SHIFT DIFFERENTIAL 23

ARTICLE 13 - WORK OUT-OF-GRADE..... 24

ARTICLE 14 - STANDBY..... 25

ARTICLE 15 - EDUCATION INCENTIVE..... 26

ARTICLE 16 - UNIFORM ALLOWANCE 28

ARTICLE 17 - INSURANCE 29

ARTICLE 18 - RETIREMENT..... 34

ARTICLE 19 - SENIORITY 37

ARTICLE 20 - HOLIDAYS..... 38

ARTICLE 21 - VACATION 40

ARTICLE 22 - SICK LEAVE 45

ARTICLE 23 - FAMILY LEAVE 46

ARTICLE 24 - BEREAVEMENT LEAVE..... 48

ARTICLE 25 - CATASTROPHIC LEAVE 49

ARTICLE 26 - WORKERS' COMPENSATION LEAVE 50

ARTICLE 27 - JURY DUTY AND MILITARY LEAVES..... 51

ARTICLE 28 - GENERAL PROVISIONS 52

ARTICLE 29 - RESIDENCY AND TELEPHONE REQUIREMENTS 53

ARTICLE 30 - PROMOTIONAL POLICY..... 54

ARTICLE 31 - PERFORMANCE EVALUATIONS..... 58

ARTICLE 32 - GRIEVANCE PROCEDURE..... 60

ARTICLE 33 - LAYOFFS 63

ARTICLE 34 - WORK ACTIONS 65

ARTICLE 35 - COMMUNICATION PROCESS 66

ARTICLE 36 - NOTICE TO THE ASSOCIATION 67

ARTICLE 37 - EQUIPMENT 68

ARTICLE 38 - TEMPORARY MODIFIED DUTY..... 70

ARTICLE 39 - WORK SCHEDULES 71

ARTICLE 40 - SWAT OPERATOR LUCA BENEDETTI FITNESS INCENTIVE 78

ARTICLE 41 - TRAUMATIC INCIDENTS 79

ARTICLE 42 - NO DISCRIMINATION 80

Exhibit "A"

ARTICLE 43 - STAFFING	81
ARTICLE 44 - FULL AGREEMENT	82
ARTICLE 45 - SAVINGS CLAUSE	83
ARTICLE 46 - RENEGOTIATIONS	84
ARTICLE 47 - TERM OF AGREEMENT	85
APPENDIX A - CLASSIFICATION.....	86
APPENDIX B - GRIEVANCE FORMS.....	87
APPENDIX C - SALARY RANGE LISTING.....	89

ARTICLE 1 - PREAMBLE

- 1.1 This Agreement is effective the 2nd day of July, 2024, by and between the City of San Luis Obispo, hereinafter referred to as City, and the San Luis Obispo Police Officers' Association, hereinafter referred to as Association. The provisions of this Agreement shall apply to all unit members employed on July 2, 2024, 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 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 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 - DUES DEDUCTION

- 3.1 The Association is responsible for providing written notice to the City of those bargaining unit members who have authorized to start or stop deductions from salary for Association membership. Based on such notice, the City will deduct the amounts specified by the Association and remit the deducted amounts to the Association treasurer.
- 3.2 The Association's certification of dues deductions, additions, and/or deletions shall be submitted to the City's Finance Director or designee. The Finance Department will provide the Association President with a monthly notification of all dues transactions.
- 3.3 The Association shall hold the City harmless from any and all claims and will indemnify and defend it against any unusual costs in implementing salary deductions pursuant to this Article.
- 3.4 The Association shall refund the employee any amount paid to the Association in error, upon presentation of supporting evidence.

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 shall also 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 is subject to 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 workstation 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 Association 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

Exhibit "A"

Association 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. The Association President will provide a list to Payroll of all employees donating to the bank, the leave bank from which the time will be drawn, and the number of hours to draw.

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.
3. Time bank hours can be used for Association operational needs including but not limited to Association training, meetings, and ancillary business. If the Association officers or bargaining team members are scheduled on duty and cannot shift adjust, or they are performing any of the above listed duties outside of their normal working hours, they will be paid at straight time for hours coded under the Association time bank. It is understood and agreed that the leave hours do not count toward hours worked for the purposes of calculating overtime.

The City agrees to meet and confer over an increase in donations to the association leave bank if requested by the Association during the term of this MOU.

ARTICLE 7 - SALARY

7.1 Rules Governing Step Increases

The following rules shall govern step increases for bargaining unit members:

- 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 Human Resources Director or designee may authorize hiring at any step.
- B. An employee may be advanced to the next step in the salary range upon receiving an overall rating of at least "Meets Performance Standards" on the employee's annual performance evaluation, as approved by the Police Chief and the Director of Human Resources, or their designees. Following completion of the annual performance evaluation, the employee's step increase will be effective on the first day of the payroll period within which the employee's position anniversary date occurs.
- C. If an employee receives an overall rating of "Below Performance Standards" on their Annual Performance Evaluation, they will not be eligible for advancement until they receive a "Meets Performance Standards" overall rating or better on their next annual performance evaluation.

7.2 Salary Range Computation

The salary range for Police Cadet consists of one step, paid ten (10%) percent below Step 1 of Police Officer. The salary range for Police Officer consists of six (6) steps (1 through 6). Steps 1 through 5 equal 95% of the next highest step, computed to the nearest biweekly \$1.00. The salary range for all other classifications in the bargaining unit consists of seven (7) steps (1 through 7). Steps 1 through 6 equal 95% of the next highest step, computed to the nearest biweekly \$1.00.

Each across-the-board percent salary increase shall raise the top step of the range by the percent increase rounded up to the nearest biweekly \$1.00, and the lower steps shall be calculated using the methodology in the paragraph above.

7.3 Salary Provisions for Term of Agreement

Salary increases will be effective on the first day of the first full pay period in the month listed below for all classifications:

- July 2024 3%
- July 2025 3%
- July 2026 3%

7.4 Market Equity Adjustments

In addition to the above listed salary increases, the following classifications shall receive market equity adjustments to be effective on the first day of the first full pay period in the month listed below:

Classification	July 2024	July 2025	July 2026
Police Officer	1.0%	1.0%	1.0%
Public Safety Dispatcher	1.0%	--	--

The salary ranges for the term of this agreement are listed in Appendix C.

ARTICLE 8 - SENIOR POLICE OFFICER PROGRAM AND INCENTIVE PAY

8.1 The Senior Police Officer (SPO) Program¹, previously referred to as the Master Police Officer (MPO) Program, shall be as follows:

The specialty assignments included in this program are:

Special Enforcement Team (SET) ^{E, G}	4 years ^D
Traffic Officer ^E	4 years ^C
Investigator ^{E, G}	4 years
School Resource Officer (SRO)	4 years ^D
Crime Scene Investigator	3 years
Defensive Tactics Instructor ^A	3 years
Hostage Negotiator ^A	3 years
Range Training Officer	4 years ^B
Downtown Officer	3 years ^B
Swat Team Operator ^A	3 years
Bomb Technician ^{A, G}	3 years
Community Action Team (CAT)	4 years ^D
Traffic Call Out ^A	3 years
IT Officer ^A	3 years
Field Training Officer (FTO) ^F	4 years
UAS Drone Team	3 years ^H

^A Non-mandatory rotational position.

^B Early opt out allowed after two years with full credit towards SPO status.

¹ For CalPERS reporting purposes, this provision shall be known as the Master Police Officer incentive pay. The parties have agreed to refer to this incentive as SPO to better align with contemporary language and promotes inclusivity and sensitivity.

Exhibit "A"

^C If grant funding is received for Driving Under the Influence (DUI) enforcement, then the assignment is two years and is counted toward SPO credit.

^D Early opt out allowed after three years with full credit towards SPO eligibility.

^E At the discretion of the Police Chief, Administrative Deputy Chief, Investigations Lieutenant, SET Sergeant, and following input from a member of the Association board of directors, one position in SET, Investigator (Property), Investigator (Persons), and Traffic may be extended two years. This extension can be reoccurring based on job performance and management recommendation. An officer can choose to decline the extension at the end of the completed rotation.

^F This assignment will be governed by Article 8.4 9. If the Field Training Officer currently receives SPO pay, or the Officer has completed or is concurrently holding two other assignments listed in Article 8.1, then the FTO will be entitled to the training premium incentive in accordance with Article 9 of the MOU. This will be a non-mandatory rotational assignment and when the employee has accumulated four total years in the assignment, (with or without a trainee) it will qualify as a completed assignment towards Article 8.3 Senior Police Officer.

^G It is the department's intent to assign a take-home vehicle to officers assigned to SET, Investigations, and the Bomb Technician during the length of their assignment. The department shall make every reasonable effort to do so subject to limited circumstances where vehicles are not available due to being out of service for fleet maintenance/repairs or in the event of a change in total fleet inventory outside the departments control.

8.2 Senior Police Officer Incentive Pay

Employees meeting eligibility criteria as outlined in Section 8.3 below will receive a 5.70% incentive pay effective the first full pay period following eligibility. This incentive shall be included in all leave cash outs.

The parties agree that, to the extent permitted by law, this is special compensation and to the extent permitted by law, the City shall report this pay to CalPERS as Master Police Officer under CCR 571 and 571.1.

8.3 Senior Police Officer Eligibility Requirements

Eligibility requirements for the position of Senior Police Officer are as follows:

1. One full year at Step 6 of the Police Officer salary range.
2. Must possess an Advanced California Commission on Peace Officer Standards and Training (POST) Certificate.
3. Must have successfully completed two specialty assignments and two years in a third specialty assignment if allowed under Section 8.1^B of this Article. Assignments may be completed in any order. 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 their discretion. The Police Chief may require an employee seeking credit for prior agency specialty assignment 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 Police Chief. Departure for any other reason will forfeit SPO 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 Senior 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. The employee is responsible for requesting Senior Police Officer incentive pay. The Department will, once annually, remind employees to make such requests.

Exhibit "A"

Retroactive payments will not be made if the employee fails to make a timely request.

8. Employee must receive and maintain at least a "Meets Performance Standards" overall rating on their evaluation.
9. Once an officer achieves status of SPO, they will be assigned to attend the Field Training Officer Class if they wish to be a Field Training Officer (FTO).

The Police Chief may select other officers to be a Field Training Officer if there are not enough SPO's willing to be Field Training Officers to meet the department needs. The qualifications to be selected by the Police Chief will be six years of law enforcement experience with a minimum of three years working as a Police Officer with the San Luis Obispo Police Department. The Police Chief has discretion to offer FTO to an officer with less seniority if FTO spots are unable to be filled.

ARTICLE 9 - TRAINING OFFICER INCENTIVE

- 9.1 When assigned by a trainee by the Police Chief or designee, employees who are routinely and consistently assigned as Training Officers will be eligible for an incentive. The only classifications which are eligible for this incentive are Police Officers (\$100 per day) and Police Community Service Officers (\$50 per day).

- 9.2 Public Safety Dispatchers who are routinely and consistently assigned as a training officer, known as a Communications Training Officer (CTO), will be eligible for an incentive of \$200 per pay period. If a Public Safety Dispatcher who is not assigned as a CTO is ordered to train another dispatcher, they will be eligible for a \$50 per day incentive.

ARTICLE 10 - BILINGUAL PAY

- 10.1 Employees certified as bilingual in Spanish through a testing process administered by the City Human Resources Department shall receive a bilingual payment of \$100 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 11 - OVERTIME

11.1 GENERAL PROVISIONS

- A. All sworn and professional (non-sworn) employees covered by this Agreement shall be eligible for overtime pay.
- B. Employees are not permitted to work overtime except as directed and authorized by the Police Chief or designee, or in case of emergency as determined by the agency. Working overtime without authorization is grounds for discipline. In emergency situations that necessitate working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working.
- C. Overtime shall be paid in each pay period on the regular payroll schedule.
- D. All paid leave hours shall be counted as hours worked for the purposes of calculating overtime, to include Vacation, Holiday, Sick Leave, IOD (Workers Compensation), and Compensatory Time Off (CTO).

11.2 FLSA WORK PERIOD – SWORN PERSONNEL

- A. Sworn employees are regularly assigned to work 160 hours in a 28-day FLSA work period.
- B. For purposes of overtime calculations under the Fair Labor Standards Act (FLSA), the City has declared a twenty-eight-day work period for sworn law enforcement personnel. The FLSA work period is deemed to commence at 12:00 AM on the first day of the 28-day period and end at 11:59 PM on the 28th day. The FLSA overtime threshold for the work period is 171 hours. This provision does not affect eligibility for contract overtime as defined in paragraph A above.

11.3 FLSA WORK PERIOD – PROFESSIONAL STAFF (NON-SWORN)

- A. Professional employees are regularly assigned to work 40 hours in a seven-day FLSA work period.

- B. For Professional Staff working a 5/40 work schedule or a 4/10 alternative work schedule, the work period shall be seven (7) consecutive days, commencing at 12:00 AM Thursday and ending at 11:59 PM Wednesday.

11.4 COMPENSATION

- A. All contract overtime as defined in Sections 11.2 and 11.3 of this Article shall be paid in cash at one and one-half (1 1/2) the employee's regular rate of pay, or in compensatory time off (CTO).
- B. The regular rate of pay for overtime purposes includes the following pay items in addition to the employee's base rate:
- Bilingual Pay
 - Cash in Lieu (in compliance with *Flores v. City of San Gabriel*)²
 - Communications Training Officer
 - Education Incentive
 - Holiday Pay
 - Senior Police Officer
 - Shift Differential
 - Standby Pay
 - Training Officer Pay
 - Work Out of Grade Pay
- C. The City and the Association acknowledge that the regular rate of pay as defined in Section B above provides more items than required under the FLSA. Under no circumstance shall the regular rate of pay provide less than what is required by the FLSA.

11.5 COMPENSATORY TIME OFF (CTO)

² Effective as soon as administratively possible in accordance with section 11.14 of the MOU.

Exhibit "A"

- A. An employee who earns contract overtime may elect compensation in the form of compensatory time off (CTO). An employee may be compensated in CTO at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.
- B. CTO may not be accumulated in excess of the following limits:
 - a. Sworn Personnel: 100 hours.
 - b. Professional Staff: 240 hours.
- C. 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.
- D. Upon separation from employment with the City, or upon leaving the bargaining unit, the employee's accrued CTO will be paid out at the employee's base rate of pay.

11.6 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.

11.7 CALL BACK

- A. Employees called back to work at hours not contiguous to their normally scheduled shift shall be guaranteed a four-hour minimum payment at time and one half of the contract overtime rate.
- B. For unanticipated emergency call-backs (criminal investigations, emergency evacuations, natural disasters, civil unrest, SWAT, or any other callback deemed by the Chief of Police to be an emergency call-back) compensable time will include 30 minutes for travel time.

11.8 COURT TIME

- A. Employees reporting for court duty shall be guaranteed four hours minimum payment at time and one-half of the contract overtime rate.

Exhibit "A"

- 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, they shall be eligible for the minimum payment in this Section.
- E. Employees contacted on their days off or asked to complete urgent follow-up while on days off based on court needs shall be compensated for this time if work is more than de minimis, which is defined as seven minutes. When an employee is engaged on the phone in excess of seven minutes to discuss department business, such time will be considered time worked.
- F. Personnel placed on court standby shall be compensated in accordance with section 14.2 of the MOU.

11.9 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.

11.10 TRAINING

- A. Employees called back for training sessions authorized by the Police Chief or designee shall be guaranteed the call back minimum in accordance with section 11.7 of the MOU.
- 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 be a flat \$60 per day subject to the following maximum amounts if not a full day (unless increased by City Policy).
 - Breakfast – \$15.00 (regardless of whether or not a continental breakfast is provided)

- Lunch – \$15.00
- Commuter Lunch* - \$15.00
- Dinner – \$30.00
- Mileage at the prescribed IRS mileage reimbursement rate.

*Commuter Lunch is defined as providing a lunch for trainings outside of the City of SLO limits, but not requiring overnight stay.

11.11 RANGE QUALIFICATION (SWORN PERSONNEL)

- A. Employees required to qualify with department approved firearms shall be guaranteed the call back minimum in accordance with section 11.7 of the MOU 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. Employees must be present to receive and sign for allotted ammunition. Employees that have been placed on administrative leave, and/or 4850 that extends beyond 90 days, shall not receive an allotment of ammunition until return from such leave. Allotments shall not accrue during the pendency of such leave and shall not be owed to an employee for the pendency of such leave. An employee on modified duty or 4850 less than 90 days may receive allotment with a note from a physician.

11.12 PRE-PLANNED OVERTIME ASSIGNMENT

- A. This Section applies to sworn personnel and professional shift staff (Public Safety Dispatchers and Police Community Service Officers) only.
- B. Pre-planned overtime shifts will be posted for a minimum of 72 hours in the Department's scheduling system. During this time, employees will have the opportunity to sign up for the overtime shift and add and/or delete their names from the posting at any time until it closes. At the end of the posting period, the posting will automatically close, and the most senior employee in the relevant classification will automatically be assigned the shift. If an employee is

Exhibit "A"

assigned an overtime shift, it is their responsibility to work the shift or find a replacement in the event they can no longer work the shift. For Police Officers that have worked a minimum of 72 hours of overtime in a 28-day FLSA work cycle, the department reserves the right to deny further overtime under extreme circumstances. For professional shift employees that have worked a minimum of 36 hours of overtime in a pay period, the department reserves the right to deny further overtime under extreme circumstances.³ This provision shall not prevent specialized units from working overtime shifts consecutively as part of a grant or directed deployment at the discretion of the Police Chief or designee.

- C. If the shift is within 72 hours of the posting, it will be posted for a shorter period of time and the Watch Commander, Police Sergeant, or Public Safety Dispatch Supervisor doing the posting may take the first person that signs up for the overtime shift. Every effort will be made to limit overtime to no more than 16 consecutive hours for officers assigned to patrol due to safety concerns.
- D. If no qualified employee is signed up on the overtime posting, management may send a notification to all qualified personnel regarding needed overtime which will be assigned to the first qualified employee in the relevant classification responding to the notification.
- E. In the event necessary staffing is not covered by regular shift assignments or voluntary coverage, management reserves the right to fill the shift by reverse seniority. An employee may decline the overtime shift if they have worked an overtime shift of at least eight hours in the last fourteen days.

11.13 CONTRACT OVERTIME REMEDY PROVISION

- A. The City and the Association (hereafter "parties") acknowledge and agree that they have met and conferred in good faith in accordance with Gov't Code
-

³ The City and the Association agree to revisit this topic after July 1, 2025 if the Association believes this provision is not being used to address employee wellness concerns.

Exhibit "A"

section 3500 et. seq. concerning the definition, calculation and payment of contract overtime as set forth this Article 11.

The parties further acknowledge and agree that the provisions of Article 11 establish the full extent of the City's contractual obligations to pay overtime for services rendered within the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under the FLSA are asserted by or on behalf of any member of this bargaining unit during the term of this Agreement, such claims will not present or support a claim for contract overtime under this Agreement.

The agreed upon, contract overtime language is intended to provide more pay than is required under the FLSA. Under no circumstances shall the contract overtime rate provide less than what is legally required by the FLSA.

11.14 ELIMINATION OF DUAL CALCULATION

- A. Eliminate the dual calculation of overtime as soon as administratively possible following Council adoption and agree to include cash in lieu into the MOU overtime rate in compliance with the *Flores v. City of San Gabriel* decision.

ARTICLE 12 - SHIFT DIFFERENTIAL

- 12.1 Police Officers and Public Safety Dispatchers routinely and consistently assigned to work from 1900-0700 hours shall receive night shift premium pay in the amount of \$200 per pay period.

- 12.2 The parties agree that, to the extent permitted by law, this is special compensation and to the extent permitted by law, the City shall report this pay to CalPERS as Shift Differential under 2 C.C.R. 571 (a)(4) and 2 C.C.R. 571.1(b)(3).

ARTICLE 13 - WORK OUT-OF-GRADE

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 of another classification. 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 14 - STANDBY

14.1 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 their assigned duties upon call (including, but not limited to, alcohol consumption).

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. When an employee is engaged on the phone in excess of seven minutes to discuss department business, such time will be considered time worked.

14.2 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. Investigators/Bomb Technicians placed on standby shall be compensated \$50 per regularly scheduled workday, and \$70 per regularly scheduled day off and holiday as listed in Article 20.1.
- B. Standby shall be rotated among the assigned investigators. Normally, the standby assignment shall be for a period of one week.

ARTICLE 15 - EDUCATION INCENTIVE

The educational incentive pay plan shall continue as described below for all employees for the term of this agreement.

- A. BASIC BENEFITS. The basic benefit will consist of an adjustment equal to one-half step (2.63%) above the base salary for possession of an Intermediate POST certificate, Associate of Arts (A.A.) degree 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 (5.26%) for an Advanced POST certificate or a Bachelor of Arts (B.A.) degree 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. degree. 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 Police Chief and the Director of Human Resources, or their delegates, shall be required.

- D. EFFECTIVE DATES.
 - 1. 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. Upon approval of an education

Exhibit "A"

incentive, the special pay will be effective no earlier than the first day of the pay period in which the 30-day waiting period ends.

2. Returning employees who previously met eligibility requirements as outlined in sections A-C above, and received the education incentive during their previous tenure, shall receive the incentive beginning on their rehire date. In these cases, the educational incentive shall be listed on the returning employee's offer letter.

E. NON-APPLICABILITY.

1. 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.
2. 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 maximum benefit under this article is the equivalent to the one-step increase for possession of one B.A. or equivalent degree (5.26%).
2. Sworn and professional employees are eligible to participate in the Tuition Reimbursement program as set forth in City Policy.

ARTICLE 16 - UNIFORM ALLOWANCE

- 16.1 All unit members are required to wear a uniform and are expected to purchase and maintain in good repair all required uniform pieces.
- 16.2 The following classifications shall receive \$1,300 per year uniform allowance. Effective the first paycheck in December 2024, the uniform allowance will be paid to employees on a biweekly basis (\$50 per pay period).
- Police Cadets
 - Police Officers
- 16.3 The following classifications shall receive \$650 per year uniform allowance. Effective the first paycheck in December 2024, the uniform allowance will be paid to the employees on a biweekly basis (\$25 per pay period).
- Evidence Technician
 - Lead Police Records Clerk
 - Lead Property and Evidence Technician
 - Police Community Service Officer
 - Police Records Clerk I
 - Police Records Clerk II
 - Property and Evidence Technician
 - Public Safety Dispatcher
- 16.4 Part-time employees shall receive a prorated share of the uniform allowance.
- 16.5 For "Classic Members" as defined by CalPERS, uniform allowance shall be reported to CalPERS as special compensation.

ARTICLE 17 - INSURANCE

17.1 Health Flex Contribution

Employees electing medical coverage in the City’s plans shall receive a health flex contribution, as defined by the Affordable Care Act (“ACA”) and shall purchase such coverage through the City’s Section 125 “Cafeteria Plan”. If the health flex contribution is less than the cost of the medical plan, the employee shall have the opportunity to pay the difference between the health flex contribution and the premium cost on a pre-tax basis through the City’s Cafeteria Plan. If the premium cost for medical coverage is less than the health flex contribution, the employee shall not receive any unused health flex contribution in the form of cash or purchase additional benefits under the Cafeteria Plan. Less than full-time employees shall receive a prorated share of the City’s contribution. Effective the first paycheck in July 2024, the monthly health flex contribution amounts will be reset as outlined below:

Level of Coverage	2024 Rates
Employee Only	\$ 698
Employee Plus One	\$ 1,368
Family	\$ 1,779

Effective for the 2025, 2026, and 2027 premiums, the City’s total Cafeteria Plan contribution shall be modified by an amount equal to one-half of the average percentage change for family coverage in the CalPERS health plans available in San Luis Obispo County. For example: if three plans are available and the year-to-year changes were +10%, +20%, and -6% respectively, the City’s contribution would be increased by 4% ($10\% + 20\% + -6\% \div 3 = 8\% \times 1/2$).

17.2 CalPERS Health Benefit Program

Exhibit “A”

The City has elected to participate in the CalPERS Health Benefit program. The City shall contribute an equal amount towards the cost of medical coverage under the Public Employee’s Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The City’s contribution toward coverage under PEMHCA shall be the statutory minimum contribution amount established by CalPERS on an annual basis. The City's contribution will come out of that amount the City currently contributes to employees as part of the Cafeteria Plan provided to employees in their various MOUs. The cost of the City's participation in CalPERS will not require the City to expend additional funds toward health insurance beyond what is already provided for in the various bargaining agreements. In summary, this cost and any increases will be borne by the employees.

17.3 Conditional Opt-Out

Employees who, at initial enrollment or during the annual open enrollment period, complete an attestation form (as reasonable evidence) that they and all individuals for whom they expect to claim a personal exemption deduction (“Tax Family”) have alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California), will be allowed to receive cash-in-lieu of the health flex contribution and medical coverage through the City’s medical plans for themselves and their qualified dependents (tax family). The monthly conditional opt-out (Cash-in-Lieu) incentive is:

Opt-Out	\$400
“Legacy” Opt-Out	\$559 (hired prior to 1/1/2025)

The conditional opt-out incentive shall be paid in Cash-in-Lieu (taxable income) to the employee. The employee must notify the City within 30 days of the loss of alternative minimum essential coverage. The conditional opt-out payment shall no longer be payable if the employee and family members cease to be enrolled in alternative minimum essential coverage. The City must not and will not pay Cash-in-Lieu if the City knows or has reason to know that the employee or an individual in the employee’s Tax Family does not have the required alternative coverage.

Employees on an unprotected (FMLA/CFRA) unpaid leave of absence will not be eligible to receive the conditional opt out payment.

17.4 Dental and Vision Insurance/Dependent Coverage

Employee's participation in the City's dental and vision plans is optional. Employees who elect coverage shall pay the dental and/or vision premium by payroll deductions on a pre-tax basis through the City's Cafeteria Plan.

17.5 Long-Term Disability Insurance (LTD)

Sworn employees are covered for Long-Term Disability Insurance through the Association and are responsible for premium payments. Professional (non-sworn) employees are covered under the City's Long-Term Disability Insurance Program paid for by the City.

17.6 Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance

Employees shall pay for Life and AD&D insurance coverage of Thirty-five Thousand Dollars (\$35,000) through the City's Cafeteria Plan.

17.7 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 Cafeteria plan and the insurance plan offered under the MOU.
2. Submit to the City and its employee associations recommendations on proposed changes for the City's Cafeteria plan and the insurance plans offered under the MOU.

Exhibit "A"

3. Disseminate information and educate employees about the City's Cafeteria plan and the insurance plans offered under the MOU.
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 Resolution 6620.
3. If changes to the City's Cafeteria 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.

17.8 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.

17.9 Fitness Program

To the extent the Association wishes to discuss implementation of a Fitness Program with the City during the term of this agreement, the Association will provide the City with a written proposal setting forth the specifics of the Fitness Program. Upon receipt of the Association's request, the City will meet with the

Exhibit "A"

Association representatives to discuss the terms and conditions of the proposed Fitness Program.

17.10 CalPERS Medical Administrative Fee

Effective as soon as administratively possible following Council Adoption, the City will begin paying the CalPERS Medical Administrative Fee.

ARTICLE 18 - RETIREMENT

18.1 CalPERS Contracts

A. **"Classic Members First Tier"** employees hired before December 6, 2012.

The City agrees to provide the Public Employees' Retirement System's (CalPERS) 3% at age 50 plan to all sworn personnel and 2.7% at age 55 for all professional (non-sworn) personnel hired before December 6, 2012. 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 age 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.

B. **"Classic Members Second Tier"** employees hired on or after December 6, 2012.

Effective December 6, 2012, the City agrees to provide the Public Employee's Retirement System's, 2% at age 50 Full Formula for Local Safety Members using the average of the three highest years as final compensation and 2% at age 60 for all professional personnel using the average of the three highest years as final compensation. The 2% at age 50 plan includes the following amendments, namely, Post Retirement Survivor Allowance, the 4th level 1959 Survivors' Benefit, military service credit, conversion of unused sick leave credit to additional retirement credit, and Pre-Retirement Optional Settlement 2 Death Benefit.

C. **"New Members Third Tier"**

For all employees who CalPERS determines are "new members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA), the City will provide the CalPERS 2.7% at age 57 (CalPERS Safety Option Plan Two) retirement plan for sworn personnel and 2% at age 62 retirement plan for professional personnel, using the highest three-year average as final compensation.

18.2 Member Contributions

A. **"Classic Members – First and Second Tier"**

Effective January 1, 2000, the City discontinued paying the "classic member" sworn employees' share of the CalPERS Contribution (9%) and the "classic member" professional employees' share of the CalPERS Contribution (8%). The 9% and the 8% were added to the employees' base salaries and reported as compensation to CalPERS. Effective December 2012 the "Classic member – second tier" sworn employees' share of the CalPERS Contribution is 9% and the "Classic member – second tier" professional employees' share of the CalPERS contribution is 7%. For purposes of this Article, employee contributions are based on salary and special compensation as defined by CalPERS.

Effective the first full pay period January 2014, all sworn and professional employees shall contribute 3.0% of salary directed to the employers' normal pension cost in addition to the employee contribution defined in the paragraph above. Effective the first full pay period July 2019, all sworn and professional personnel's additional contribution shall increase to 4.5% in addition to the employee contribution defined in the paragraph above. Effective the first full pay period in July 2020, all sworn and professional personnel's additional contribution shall increase to 6.0% in addition to the employee contribution defined in the paragraph above. These additional contributions are in accordance to the provisions of AB 340 § 7522.30 and §20516

Exhibit "A"

All of the employee contributions are made on a pre-tax basis as allowed under the Internal Revenue Code § 414 (h) (2).

B. "New Members Third Tier"

Effective on their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by PERS.

Effective the first full pay period July 2019, all sworn and professional new members shall contribute 1.5% in addition to the employee paying 50% of the normal cost. Effective the first full pay period in July 2020, all sworn and professional new members contribution shall increase to 3%, in addition to the employee paying 50% of the normal cost. These additional contributions are in accordance to the provisions of AB 340 § 7522.30 and §20516.

All of the employee contributions are made on a pre-tax basis as allowed under the Internal Revenue Code § 414 (h) (2).

ARTICLE 19 - SENIORITY

- 19.1 Overall seniority in a specific job classification (e.g., Police Officer, Public Safety Dispatcher, Police Community Service Officer, 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.

- 19.2 Seniority as it applies to special assignments for the officers will not fall under this standard and be based on seniority in the special assignment. This shall include all current incumbents in specialty assignments as outlined in Article 8.

ARTICLE 20 - HOLIDAYS

20.1 The following thirteen days of each year are designated holidays for non-shift employees (as defined in Appendix A):

January 1 – New Year's Day

Third Monday in January – Martin Luther King Jr. Day

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 – Indigenous Peoples' Day

November 11 – Veterans Day

Fourth Thursday in November – Thanksgiving Day

Friday after Thanksgiving Day

December 25 – Christmas Day

One-half day before Christmas Day

One-half day before New Year's Day

20.2 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. The Police Chief or designee may make the final determination as to whether the holiday must be worked.

20.3 Non-shift employees (as defined in Appendix A) receive the equivalent of 104 hours of holiday leave advanced to the employee effective the payroll period that January 1st falls within. Non-shift employees' remaining holiday leave, not to exceed 52 hours, as of the last paycheck in December will be paid to the employee at the straight time rate.

20.4 Shift employees shall earn 104 hours of holiday leave in lieu of fixed holidays. Such employees shall receive payment at straight time hourly rate not including any

Exhibit "A"

incentive pays for a portion of their earned holiday leave two (2) hours each bi-weekly payroll period (52 hours).

The remainder of the Shift employee's annual holiday leave (52 hours) shall be advanced to the employee effective the payroll period that January 1st falls within. Such holiday leave may be taken by the employee with the approval of the Police Chief or designee.

- 20.5 Each calendar quarter, a Shift employee has the option of receiving payment for one-fourth (1/4) of their 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 at the end of the calendar year will be paid to the employee at the straight time rate on the last paycheck in December. Holiday leave cash out includes Senior Police Officer Pay Incentive.
- 20.6 Annual holiday leave hours shall be prorated on a pay period basis when an employee in the bargaining unit is appointed or leaves employment during the calendar year. If an employee terminates for any reason, having taken off hours in excess of their biweekly prorated annual share, the value of the overage will be deducted from the employee's final paycheck. Conversely, if an employee terminates for any reason, having taken off hours less than their biweekly prorated annual share, the biweekly prorated amount will be cashed out on the employee's final paycheck.

ARTICLE 21 - VACATION

21.1 Each regular full-time employee in the bargaining unit shall accrue vacation leave at the following rates for completed years of service with the City. Part-time employees will accrue a prorated amount of vacation leave.

Years of Completed Service	Annual Vacation Accrual Days*	Annual Vacation Accrual Hours
0 to 4 years	12 days	96 hours
5 to 9 years	15 days	120 hours
10 to 19 years	18 days	144 hours
20+ years	20 days	160 hours

*One vacation day is equivalent to eight (8) hours for a regular full-time employee in the bargaining unit.

Employees will be eligible for a year-for-year prospective accelerated vacation accrual based on prior public sector experience and/or military service. For example, if an employee has ten (10) years of public sector experience prior to working for the City of San Luis Obispo, their vacation accrual will be advanced by ten (10) years.

21.2 Employees may accrue a maximum of vacation time not to exceed twice their annual rate.

21.3 Vacation Cash Out

Employees are eligible, once annually in December, to request payment for up to 80 hours of unused vacation leave. Payment for unused vacation leave is subject to the availability of budgeted funds. Vacation cash out includes Senior Police Officer Pay Incentive.

To request payment for unused vacation leave, employees must submit an irrevocable election form to Payroll in December of each year, prior to the pay

Exhibit “A”

period that includes January 1 of the year the cash out is to be paid, to receive payment for accrued vacation effective on the pay period that includes January 1st of the following calendar year, subject to IRS regulations. Late irrevocable election forms will not be accepted, nor can they be changed after the deadline. The remaining unused leave shall remain in the employee’s vacation accrual bank. The hours which are paid out are hours which will be accrued in following year.

21.4 Patrol Vacation Assignment:

Vacation time for patrol officers shall be given based on seniority as follows:

Watch	Includes
Day Watch Patrol	Team 1/2
Day Watch Specialty	Traffic, CAT, Day Metro
Night Watch Patrol	Team 3/4 & Night Metro
Night Watch Swings	Team 5

A. The Annual Vacation Schedule shall provide the following:

Day Watch – A maximum of two Officers from each Day Watch Patrol team and a maximum of two Officers from Day Watch Specialty shall be granted priority vacation for the following year. If the total number of Day Watch Specialty Officers is 5 or less due to a staffing shortage (positions are frozen, unfilled, or sent back to Patrol), only one Day Watch Specialty Officer will be granted priority vacation for the following year.

Night Watch – A maximum of two Officers from each Night Watch Patrol team (Night Watch Metro is included in Team 3/4) and a maximum of one Officer from Night Watch Swings shall be granted priority vacation for the following year. If less than two Night Watch Patrol Officers request priority vacation on a given date, a second Officer from Night Watch Swings shall be granted priority vacation on that date.

Annual Vacation Signup – At the conclusion of the shift bidding process, Officers will be contacted in order of seniority by the Watch commander to select a maximum of 200 hours of first-pass Annual Vacation Time for the following calendar year. At the conclusion of the first-pass, Officers will be contacted in order of seniority by the Watch commander to select a maximum of 200 hours of second-pass Annual Vacation Time for the following calendar year. Under no circumstance will an annual vacation leave request of a senior officer on the second pass supersede an annual vacation request of a junior officer on the first pass.

The Department, under normal circumstances, dependent upon staffing level needs, may accommodate additional Officer use of accrued leave. Accrued leave includes compensatory time, vacation leave and/or holiday leave. The department shall make every effort to grant such requests subject to operational staffing needs and such requests shall not be unreasonably denied.

21.5 **Public Safety Dispatcher Vacation Signup:**

Vacation time for dispatchers shall be given based on seniority as follows:

Watch	Includes
Day Watch	Day dispatchers & Day relief
Night Watch	Night dispatchers & Night relief

A. The Annual Vacation Schedule shall provide the following:

Day Watch – A maximum of one dispatcher from Day Watch shall be granted priority vacation for the following year.

Night Watch – A maximum of one dispatcher from Night Watch shall be granted priority vacation for the following year.

Exhibit "A"

- A. **Annual Vacation Signup** – At the conclusion of the shift bidding process, dispatchers will be contacted in order of seniority by the Communications Lieutenant to select first-pass Annual Vacation time for the following calendar year. The maximum number of hours selected shall not exceed the annual vacation accrual for the employee. At the conclusion of the first-pass, dispatchers will be contacted in order of seniority by the Communications Lieutenant to select a maximum of 200 hours of second-pass Annual Vacation Time for the following calendar year. Under no circumstance will an annual vacation leave request of a senior dispatcher on the second pass supersede a annual vacation request of a junior dispatcher on the first pass.

The Department, under normal circumstances, dependent upon staffing level needs, may accommodate additional dispatcher use of accrued leave. Accrued leave includes compensatory time, vacation leave, and/or holiday leave. The department shall make every effort to grant such requests subject to operational staffing needs and such requests shall not be unreasonably denied.

- B. The Communications Lieutenant shall approve leave time by seniority for the coming year and post same on the electronic schedule by the start of the winter rotation.
- C. Employees generally will not be allowed to work more than two consecutive shift assignments without rotation to an alternate shift. The Communications Lieutenant 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.
- a. 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

Exhibit "A"

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.

ARTICLE 22 - SICK LEAVE

22.1 Sick leave is governed by Section 2.36.420 of the Municipal Code.

22.2 Upon retirement, the employee may choose: 1) a payout⁴ of the employee's accumulated sick leave balance based on years of service according to the following schedule, 2) to convert a portion or all of the employee's sick leave balance to service credit in accordance with CalPERS regulations, or, 3) a combination of these two options. Upon termination by death of the employee, a percentage of the dollar value of the employee's accumulated sick leave will be paid to the designated beneficiaries according to the following schedule:

A. Death unrelated to the job – 50%

B. Retirement and actual commencement of CalPERS benefits:

- After twenty years of continuous employment – 20%
- After twenty-five years of continuous employment – 25%
- After thirty years of continuous employment – 30%

C. Job-related death or job-related disability retirement and actual commencement of CalPERS 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.

⁴ Sick leave cash out includes Senior Police Officer Pay Incentive.

ARTICLE 23 - FAMILY LEAVE

- 23.1 An employee may take up to 48 hours of sick leave per calendar year if required to be away from the job to personally care for a member of their family.
- 23.2 An employee may take up to 56 hours of sick leave per calendar year if the family member is part of the employee's household and is hospitalized. The employee shall submit written verification of such hospitalization.
- 23.3 "Family member" is defined as:
- 1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - 3) A spouse.
 - 4) A registered domestic partner.
 - 5) A grandparent.
 - 6) A grandchild.
 - 7) A sibling, stepbrother, or stepsister.
 - 8) Any other relative living in the same household.
 - 9) Or any other relative as defined by Labor Code 233 and/or Assembly Bill 1522.
- 23.4 The amounts shown above are annual maximums, not maximums per qualifying family member.
- 23.5 In conjunction with existing leave benefits, unit members with one year of City service who have worked at least 1,250 hours in the last year may be eligible for up to 12 weeks of Family/Medical Leave within any 12-month period. If eligible for Family/Medical Leave, employees must use all available sick, vacation,

Exhibit "A"

compensatory time off, and holiday prior to receiving unpaid Family/Medical Leave. Further details on Family/Medical Leave are available in the City's Family and Medical Leave Policy.

ARTICLE 24 - BEREAVEMENT LEAVE

At each employee's option, sick leave may be used for 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 or relationship shall be cause for discharge.

ARTICLE 25 - CATASTROPHIC LEAVE

Employees may be eligible to receive and/or donate accrued paid time off in accordance with the provisions in the City's Catastrophic Leave Policy.

ARTICLE 26 - 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 their base salary and the amount provided by Workers' Compensation law during the first 90 business days of such disability absence.

If an employee is eligible for Total Temporary Disability benefits after exhausting 4850 or salary continuation as defined in the paragraph above, the employee will receive such payment directly from the City's workers' compensation administrator and shall be able to supplement with all accrued leave.

ARTICLE 27 - JURY DUTY AND MILITARY LEAVES27.1 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 they received as a juror and their 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.

Professional employees assigned to night shift and called to serve on a jury or subpoenaed to appear as a witness at any trial, may request the supervisor to flex their schedule within the work period to accommodate the required jury duty. In the event the supervisor is unable to flex the work schedule and the employee is required to report to jury duty on the same day they are scheduled to work, they will report the number of hours spent on jury duty to the supervisor and will be allowed to begin their shift an equal number of hours later. In this case, the employee will 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 they received as juror/witness and their regular daily rate received from the City.

27.2 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 28 - GENERAL PROVISIONS

28.1 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.

28.2 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 29 - RESIDENCY AND TELEPHONE 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.

An employee is required to have a telephone number on file with the department so that they can be reached if necessary. Employees are expected to return phone calls within a reasonable amount of time to ensure department staffing needs and emergency staffing situations are met. The department recognizes that employees may miss a call or message from time to time, but this section is intended to prevent the practice of not answering a phone call or returning a phone call after a message within a reasonable amount of time on a consistent basis.

ARTICLE 30 - PROMOTIONAL POLICY

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

- A. Job Announcement. When the Police Department notifies the Department of Human Resources of a Police Sergeant vacancy or anticipated 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 30 days in advance of a test.
- B. Application Process. A completed City application must be received in the Department of Human Resources by the filing deadline. Candidates who meet minimum qualifications will be invited to move forward in the process.
- C. Testing Components.
 - A. Written Test: The written test will count as 25% of the final score.
 - 1. A standardized written test with performance category questions to include department policies and procedure, state law, applicable case law and basic supervisory techniques. If available, the City will provide a list of suggested study materials. The written test will be prepared by an outside third party that specializes in preparing such type exams.
 - 2. A score of 65% or better on the written test will enable a candidate to proceed in the testing process. A score below 65% will disqualify a candidate from further consideration; however, the candidate has the opportunity to continue participating in the rest of the testing process without being placed on the eligibility list.
 - 3. All candidates, within seven business days of the test date, will have an opportunity to review with a representative from the Department of Human

Exhibit "A"

Resources their own written test results so that the candidate may have the opportunity to improve in the future.

4. The Police Chief or their 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 75% 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 scenario, 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 Director of Human Resources in consultation with the Police Chief. The Director of Human Resources shall determine the weight of each Assessment Center activity. In no case shall the oral interview count less than 70% of the total Assessment Center score.
 2. The panel of evaluators will consist of the following: at least three external members consisting of two (2) law enforcement members and one (1) non-law enforcement member and as many City employees as deemed appropriate by the Director of Human Resources in consultation with the Police Chief.
- C. Police Chief Review:
1. SLOPD Police Staff Officers' Association members and Unrepresented Managers in the Police Department will be required to complete a Staff evaluation form for each candidate. Staff evaluation form will consist of five categories for each candidate. The categories will be created by the Police Chief (or designated representative) in consultation with the Director of Human Resources.

Exhibit "A"

2. There will be four possible scores for each category on the evaluation form. The last section of the evaluation form will allow for comments on the following two topics: "Candidates Strengths" and "Candidates Weakness(es)." Staff evaluation forms are not weighted and are advisory to the Police Chief.
3. Subject to the approval of the Police Chief, if a supervisor feels they are unable to conduct an impartial evaluation due to unfamiliarity with a given applicant, they may opt not to evaluate the candidate but will be required to document the lack of familiarity on the evaluation form.
4. Sworn and Professional Association members and non-management department staff will have the opportunity to participate in the evaluation process on a voluntary basis. Peer evaluation forms will be the same format as the Staff evaluation forms. The preparer of the peer evaluation form will be anonymous. Peer evaluation forms are not weighted and are advisory to the Police Chief.
5. The Police Chief will meet with all department supervisors who are capable of attending the monthly staff meeting to discuss candidates. All supervisors in attendance will be allowed to provide input about each candidate.
6. The Chief shall review the candidate's personnel files, the completed Staff evaluation forms, Peer evaluations forms, and take into consideration comments provided at the Staff meeting prior to making an appointment.

D. 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 their 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

Exhibit "A"

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. The Police Chief will conduct 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. The timing of establishing a new eligibility list will be subject to the department's goal of maintaining a current eligibility list in order to fill projected vacancies.

ARTICLE 31 - PERFORMANCE EVALUATIONS

- 31.1 All regular employees shall receive an annual written performance evaluation from their supervisor within thirty (30) days of the employee's anniversary date, absent exceptional circumstances.
- 31.2 The performance evaluation scale for individual performance factors consists of the following four (4) categories: Exceeds Performance Standards, Meets Performance Standards, Needs Improvement, and Below Performance Standards. The performance evaluation scale for the overall rating consists of the following three (3) categories: Exceeds Performance Standards, Meets Performance Standards, and Below Performance Standards. For purposes of uniformity in the performance evaluation process, the following definitions are provided:

Exceeds Performance Standards: Results show achievements which are valuable to the organization and are beyond the principal job objectives. Such performance exceeds what is reasonably expected of an individual in this job classification who is fully performing the position responsibilities.

Meets Performance Standards: Results show principal job responsibilities are fully performed as expected from a well-trained and motivated individual.

Needs Improvement: Results show principal job responsibilities are partially performed as expected, or performed as expected inconsistently throughout the evaluation period, with areas of improvement clearly identified.

Below Performance Standards: The individual does not meet position responsibilities as expected based on job complexity and/or length of tenure in the position.

Exhibit "A"

- 31.3 New appointments shall be subject to a probationary period of one year for the appointed position.

Employees on training shall receive daily observation and end-of-phase reports in lieu of quarterly evaluations. End-of-phase reports will be included in an employee's personnel file. Upon training completion, probationary employees shall receive quarterly written performance evaluations from their supervisor. The completion of quarterly evaluations will be based on the employee's effective start date in their role and shall be completed within thirty (30) days of the end of each quarterly evaluation period.

- 31.4 Police Cadets do not receive written performance evaluations from the City, as they are evaluated by the Academy in which they are enrolled. When a Police Cadet is promoted to a Police Officer, the employee will be subject to a one-year probationary period.

- 31.5 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 their personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

ARTICLE 32 - GRIEVANCE PROCEDURE

- 32.1 A grievance is defined as an alleged violation, misinterpretation, or misapplication of the Employer-Employee Resolution, the Personnel Rules and Regulations, this MOU, 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).
- 32.2 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 their immediate supervisor. As a courtesy, the employee should advise their 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.
- 32.3 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 Police 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.

Exhibit "A"

- 32.4 After consideration of a formal grievance, which could include consultation and/or further discussion, the Police Chief, within 15 business days of the filing of the formal grievance, will provide a written response to the employee representatives advising of their decision. If the employee accepts the Police Chief's decision, the grievance shall be considered terminated.
- 32.5 If the employee is dissatisfied with the Police Chief's decision, the employee may immediately submit the grievance in writing to the Director of Human Resources within five business days of receiving the Police Chief's decision. The Director of Human Resources shall confer with the employee and the Police Chief and any other interested parties and shall conduct such other investigations as may be advisable.
- 32.6 The results or findings of such conferences and investigations shall be submitted to the City Manager in writing within fifteen business days of receiving the employee's written request. The City Manager will meet with the employee, if the employee so desires, before rendering a decision with respect to the complaint. The City Manager's decision shall be in writing and given to the employee within fifteen business days of receiving the Director of Human Resources' results and findings. Such decision shall be final unless the employee requests an appeal of the decision.
- 32.7 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 Manager's decision to submit a written request to the Director of Human Resources for review of the decision. The Director of Human Resources will obtain a list of five potential hearing officers from the State Mediation and Conciliation Service. Then following a random determination of which party

Exhibit "A"

(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.
- 32.8 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 the Employer–Employee Relations Resolution, MOU Article 36 "Notice to the Association", and/or by State Law.
- 32.9 Disciplinary matters are excluded in Section 32.1. The rules governing disciplinary matters for employees covered by this MOU 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 33 - LAYOFFS

33.1 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 Needs Improvement or Below Performance 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 II:

Performance that Meets Performance Standards or Exceeds Performance Standards.

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 performance categories of the performance appraisal.

33.2 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.

33.3 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

Exhibit "A"

minimum qualifications as stated in the appropriate class specifications.
Employees will be rehired on the basis of last out, first in.

ARTICLE 34 - WORK ACTIONS

34.1 The City and the Union understand and agree that participation by members of the bargaining unit in a strike or a concerted work stoppage presents an imminent threat to public health or safety and is therefore unlawful. The City and the Union further understand and agree that the Union will not in any way encourage or support members of the bargaining unit to hinder, delay, interfere with, nor 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.

The City and the Union further understand and agree that members of the bargaining unit will not be locked out or prevented by management officials from performing their assigned duties when such employees are willing to perform such duties in the customary manner and at a reasonable level of efficiency.

ARTICLE 35 - COMMUNICATION PROCESS

35.1 Conferences

There will be meetings as needed between the Police Chief, 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.

35.2 Quarterly Meetings

Two to four representatives of the Association, the City Manager (or designee), Police Chief (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 Police Chief at a previous conference.

ARTICLE 36 - 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 37 - EQUIPMENT

- A. The City agrees to provide each sworn employee of the Association an AccuMold 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 Police Chief. 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 AccuMold utility belt will consist of a belt, handcuff case, chemical spray holder, chemical spray, baton holder (to fit the baton carried by the employee), taser holster (to fit the taser used by the department), 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 classifications shall be issued a chemical protective breathing mask fitted with belt mounted carrying bag. All protective masks shall be in compliance with Cal/OSHA minimum standards including employee training.
- D. Professional 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. All sworn classifications shall receive a patrol rifle fitted with a sling and stock mounted weapon light.
- G. Each marked police unit assigned to sworn members shall be equipped with a 40mm Less Lethal Kinetic Energy Impact Munition Launcher fitted with a sling.

Exhibit "A"

- H. All department owned firearms and personally owned primary duty 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.

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.

ARTICLE 38 - TEMPORARY MODIFIED DUTY

The City and the Association have met and conferred on a modified duty/return to work policy, which is established by mutual agreement as Police Department Lexipol Policy #1052.

ARTICLE 39 - WORK SCHEDULES

39.1 PATROL 3/12 WORK SCHEDULE

- A. In an effort to improve scheduling, the Police Chief implemented a 3/12 Work Schedule.
- B. The basic work pattern for sworn officers on patrol shall be three 12-hour days each week, plus assigned pay back. Swing shift officers shall be assigned to work a 4/10 shift. 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.

39.2 POLICE OFFICER SHIFT ADJUSTMENT

Management and the Association 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, Police Officers assigned will be chosen sequentially by reverse seniority.
- E. Generally, no more than two Police Officers per shift should be ordered to adjust unless a specific event necessitates it.

Exhibit "A"

- 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. A Police Officer authorized to shift adjust will not suffer loss of briefing pay or other normal benefit.
- H. Police 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 ensure the Police Officer has adequate rest. If court or another assignment prevents a Police Officer from getting proper rest between shifts, the Police Officer and the Watch Commander may arrange a shift adjustment to meet this need. With approval, the Police 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, they are 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.

39.3 ANNUAL SHIFT SIGN UP

- B. This section applies to bargaining unit employees working on a shift schedule as outlined in Appendix A.
- C. For purposes of this Article, "responsible supervisor" refers to the supervisory employee responsible for completing the shift selection schedule. For Police Officers and Police Community Service Officers, this is the Watch Commander; for Public Safety Dispatchers, this is the Communications Lieutenant.
- D. The responsible supervisor will complete the annual shift selection schedule by October 1st each year for the following year. The responsible supervisor will

Exhibit "A"

notify employees in the relevant classification a minimum of seven (7) days in advance of the day shift bid will occur, and a one-hour timeslot the officer is allotted to receive the phone call and make their shift selections for the following year.

- E. Employees will sign up by seniority for their choice of shifts and payback hours for each of the three annual rotations. Shift selection will be granted by seniority. (See Article 21 for vacation scheduling)
- F. Employees shall have one hour from receipt of the phone call to make their selection for work shifts for each rotation of the following year.
- G. Police Officers will not be allowed to work more than two consecutive shift assignments (team) without rotation to an alternate shift (team) in the same calendar year.

39.4 PUBLIC SAFETY DISPATCHER 3/12 WORK SCHEDULE

- A. Public Safety Dispatcher 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. Public Safety Dispatcher's work schedule is defined as eighty (80) hours during a fourteen (14) day schedule. The eighty-hour work period shall consist of a total of six (6) twelve (12) hour shifts with one eight (8) hour payback shift. Days off shall be in conjunction with the employee's work schedule 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. An alternative 7-day FLSA workweek shall be defined for each dispatcher assigned to a 3/12 work schedule in order to align the FLSA workweek with the work schedule and avoid regularly scheduled hours being counted as FLSA

Exhibit "A"

overtime. Once established, the FLSA work schedule shall not be changed on a frequent or routine basis, but shall remain indefinitely for as long as the employee has the same shift assignment.

- E. 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 Public Safety Dispatchers on day watch and the night watch relief will be assigned to cover absences for Public Safety Dispatchers 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, TH, off, off, S, M, T.
 - 4. Public Safety Dispatchers assigned to relief dispatch work schedules shall be compensated for hardship duties by receiving five (5%) percent additional salary while assigned.

39.5 SHIFT REASSIGNMENT CREATED BY UNDER STAFFING

- A. If an employee in the bargaining unit 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.

39.6 SHIFT TRADE

A. All requests for shift trades between employees in the bargaining unit shall be submitted utilizing the Substitute Work Agreement form. Requests will be approved by a responsible supervisor.

39.7 PUBLIC SAFETY DISPATCHER LEAVE TIME CANCELLATION

A. In the event an employee opts to cancel scheduled time off, they will by email notify the Communication Lieutenant. The Communication Lieutenant will, by email, notify all unit members of the available cancelled leave time.

39.8 PUBLIC SAFETY DISPATCHER SHIFT ADJUSTMENTS

A. Shift adjustments on a regular scheduled day required to staff Public Safety Dispatcher 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 Communication Lieutenant and/or Supervisors shall notify employees via email of all changes made to their work schedule at the time said change is made.

39.9 MEAL AND REST PERIODS

Exhibit "A"

- 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.
- B. Police Community Service Officers 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.

39.10 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 paid lunch as part of their regular shift as staffing and calls permit. Investigators will remain subject to call and interruption during their lunch period.
- 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.

39.11 ALTERNATIVE WORK SCHEDULES

- A. Other division/assignments may be provided alternate work schedules under the following language:
 - 1. Employees may request that the Department Head or their 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.

Exhibit "A"

2. 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.
3. 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.
4. Flexible/alternate schedules implemented for professional 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 40 - SWAT OPERATOR LUCA BENEDETTI FITNESS INCENTIVE

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 purchases personal exercise equipment or who voluntarily joins a physical fitness gym for the cost of the membership and monthly charges up to a maximum fiscal year amount of \$575 per member. To request reimbursement, the SWAT team member completes a memo requesting the reimbursement, attaches the receipt, and submits the documentation to the SWAT Team Command for approval. That memo is then forwarded to the Department Fiscal Officer and to Finance for processing. The reimbursement request should be submitted no later than June 1st in order to apply towards the current fiscal year. A purchase that meets the criteria to be eligible for reimbursement and is above the annual reimbursement limit, may be submitted in up to two additional consecutive years.

ARTICLE 41 - TRAUMATIC INCIDENTS

Employees involved in a traumatic critical incident as defined by Department Policy, where the employee may be subject to investigation, shall be advised of their right to representation.

ARTICLE 42 - NO DISCRIMINATION

- 42.1 There shall be no discrimination by the City of San Luis Obispo in employment conditions or treatment of employees on the basis of race, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age (40 years and older), or sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, denial of family and medical care leave, association membership or non-membership, or participation in the activities of the Association.
- 42.2 There shall be no discrimination by the San Luis Obispo Police Officers' Association in treatment of employees on the basis of race, religion, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age (40 years and older), or sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran status, denial of family and medical care leave, association membership or non-membership, or participation in the activities of the Association.

ARTICLE 43 - STAFFING

The current number of positions in the Police Department represented by the Association is Forty-Six (46) Police Officers, Eleven (11) Public Safety Dispatchers, Six (6) Police Community Service Officers, Four (4) Police Records Clerks, One (1) Lead Police Records Clerks, One (1) Property and Evidence Technician, One (1) Lead Property and Evidence Technician, 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 44 - 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 meet and confer with respect to any terms and conditions of employment specifically referred to or covered in this Agreement. If, during the term of this Agreement, the City proposes changes to terms and conditions of employment not covered by this Agreement and/or introduces new terms and conditions of employment that fall within the statutory scope of bargaining, the Association will be afforded written notice of such proposed changes and the right to meet and confer upon request prior to implementation of the proposed changes.

ARTICLE 45 - 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 Resolution 6620.

ARTICLE 46 - 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 47 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 2024, and shall continue in full force and effect until expiration at 11:59 P.M., June 30, 2027.

SIGNATURES

1. Classifications covered by this Agreement and included within this unit are shown in Appendix "A".
2. This Agreement does not apply to supplemental employees. This Agreement was executed by the following parties:

CITY OF SAN LUIS OBISPO

DocuSigned by:

 7F629C97CE1E420...

Che Johnson, Chief Negotiator

SAN LUIS OBISPO
POLICE OFFICERS' ASSOCIATION

DocuSigned by:

 B15DA7A2218342D...

Stuart D. Adams, Chief Negotiator

DocuSigned by:

 252129DB38CB469...

Nickole Domini, Director of Human Resources

DocuSigned by:

 A3ACDCD95D0F44A...

George Berrios, SLOPOA President

APPENDIX A - CLASSIFICATION

Professional Non-Shift Classifications

Evidence Technician
Lead Property and Evidence Technician
Police Cadet
Police Records Clerk I
Police Records Clerk II
Property and Evidence Technician

Professional Shift Classifications

Public Safety Dispatcher
Police Community Service Officers

Sworn Classifications (Shift)

Police Officer

APPENDIX B - GRIEVANCE FORMS

CITY OF SAN LUIS OBISPO

PAGE ____ OR ____

FORMAL GRIEVANCE

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.		
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
1. What is the action or situation about which you have a grievance? (Be specific, give: date, time, location, and witnesses.)		
2. What do you think should be done about it?		
3. What was your Supervisor's response?		
What provision of the Rules, Regulations, or Agreement was violated?		
Article of MOA	Department Rule	Date of Grievable Incident
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: _____		
Grievant's Signature: _____		Date: _____
Received by: _____		Date: _____

CITY OF SAN LUIS OBISPO

GRIEVANCE APPEAL

<p>INSTRUCTIONS: Appeal to the City Manager 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 Manager. Complete form and distribute in accordance with departmental procedures.</p>		
Grievant's Name (PLEASE PRINT OR TYPE)	Class Title	Date of Grievance Initiation
<p>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 Manager via Personnel Director <input type="checkbox"/> Hearing Officer</p>		
Reason for Appeal:		
Grievant's Signature: _____		Date: _____
Received by: _____		Date: _____

APPENDIX C - SALARY RANGE LISTING

JULY 2024							
<i>Summary of Changes: 3% increase for all classifications; 1% equity adjustment for Police Officer and Public Safety Dispatcher</i>							
Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7
Evidence Technician	\$ 3,739	\$ 3,936	\$ 4,143	\$ 4,361	\$ 4,590	\$ 4,832	\$ 5,086
Lead Police Records Clerk	\$ 2,590	\$ 2,726	\$ 2,869	\$ 3,020	\$ 3,179	\$ 3,346	\$ 3,522
Lead Property and Evidence Technician	\$ 2,841	\$ 2,991	\$ 3,148	\$ 3,314	\$ 3,488	\$ 3,672	\$ 3,865
Police Cadet	\$ 3,468						
Police Community Service Officer	\$ 2,732	\$ 2,876	\$ 3,027	\$ 3,186	\$ 3,354	\$ 3,531	\$ 3,717
Police Officer	\$ 3,853	\$ 4,056	\$ 4,269	\$ 4,494	\$ 4,731	\$ 4,980	
Police Records Clerk I	\$ 2,101	\$ 2,212	\$ 2,328	\$ 2,450	\$ 2,579	\$ 2,715	\$ 2,858
Police Records Clerk II	\$ 2,328	\$ 2,450	\$ 2,579	\$ 2,715	\$ 2,858	\$ 3,008	\$ 3,166
Property and Evidence Technician	\$ 2,590	\$ 2,726	\$ 2,869	\$ 3,020	\$ 3,179	\$ 3,346	\$ 3,522
Public Safety Dispatcher	\$ 2,883	\$ 3,035	\$ 3,195	\$ 3,363	\$ 3,540	\$ 3,726	\$ 3,922
JULY 2025							
<i>Summary of Changes: 3% increase for all classifications; 1% equity adjustment for Police Officer</i>							
Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7
Evidence Technician	\$ 3,851	\$ 4,054	\$ 4,267	\$ 4,492	\$ 4,728	\$ 4,977	\$ 5,239
Lead Police Records Clerk	\$ 2,667	\$ 2,807	\$ 2,955	\$ 3,111	\$ 3,275	\$ 3,447	\$ 3,628
Lead Property and Evidence Technician	\$ 2,926	\$ 3,080	\$ 3,242	\$ 3,413	\$ 3,593	\$ 3,782	\$ 3,981
Police Cadet	\$ 3,607						
Police Community Service Officer	\$ 2,815	\$ 2,963	\$ 3,119	\$ 3,283	\$ 3,456	\$ 3,638	\$ 3,829
Police Officer	\$ 4,008	\$ 4,219	\$ 4,441	\$ 4,675	\$ 4,921	\$ 5,180	
Police Records Clerk I	\$ 2,164	\$ 2,278	\$ 2,398	\$ 2,524	\$ 2,657	\$ 2,797	\$ 2,944
Police Records Clerk II	\$ 2,397	\$ 2,523	\$ 2,656	\$ 2,796	\$ 2,943	\$ 3,098	\$ 3,261
Property and Evidence Technician	\$ 2,667	\$ 2,807	\$ 2,955	\$ 3,111	\$ 3,275	\$ 3,447	\$ 3,628
Public Safety Dispatcher	\$ 2,970	\$ 3,126	\$ 3,291	\$ 3,464	\$ 3,646	\$ 3,838	\$ 4,040
JULY 2026							
<i>Summary of Changes: 3% increase for all classifications; 1% equity adjustment for Police Officer</i>							
Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7
Evidence Technician	\$ 3,967	\$ 4,176	\$ 4,396	\$ 4,627	\$ 4,871	\$ 5,127	\$ 5,397
Lead Police Records Clerk	\$ 2,747	\$ 2,892	\$ 3,044	\$ 3,204	\$ 3,373	\$ 3,550	\$ 3,737
Lead Property and Evidence Technician	\$ 3,014	\$ 3,173	\$ 3,340	\$ 3,516	\$ 3,701	\$ 3,896	\$ 4,101
Police Cadet	\$ 3,753						
Police Community Service Officer	\$ 2,899	\$ 3,052	\$ 3,213	\$ 3,382	\$ 3,560	\$ 3,747	\$ 3,944
Police Officer	\$ 4,170	\$ 4,389	\$ 4,620	\$ 4,863	\$ 5,119	\$ 5,388	
Police Records Clerk I	\$ 2,230	\$ 2,347	\$ 2,470	\$ 2,600	\$ 2,737	\$ 2,881	\$ 3,033
Police Records Clerk II	\$ 2,468	\$ 2,598	\$ 2,735	\$ 2,879	\$ 3,031	\$ 3,191	\$ 3,359
Property and Evidence Technician	\$ 2,747	\$ 2,892	\$ 3,044	\$ 3,204	\$ 3,373	\$ 3,550	\$ 3,737
Public Safety Dispatcher	\$ 3,060	\$ 3,221	\$ 3,390	\$ 3,568	\$ 3,756	\$ 3,954	\$ 4,162