

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 - MASTER POLICE OFFICER PROGRAM	10
ARTICLE 9 - TRAINING OFFICER INCENTIVE	13
ARTICLE 10 - BILINGUAL PAY	14
ARTICLE 11 - OVERTIME - SWORN	15
ARTICLE 12 - OVERTIME - NON-SWORN	21
ARTICLE 13 - WORK OUT-OF-GRADE	26
ARTICLE 14 - STANDBY SWORN & NON-SWORN.....	27
ARTICLE 15 - EDUCATION INCENTIVE	28
ARTICLE 16 - UNIFORM ALLOWANCE	30
ARTICLE 17 - HEALTH CARE INSURANCE	31
ARTICLE 18 - RETIREMENT.....	35
ARTICLE 19 - SENIORITY.....	38
ARTICLE 20 - HOLIDAYS.....	39
ARTICLE 21 - VACATION.....	41
ARTICLE 22 - SICK LEAVE	43
ARTICLE 23 - FAMILY LEAVE	44
ARTICLE 24 - BEREAVEMENT LEAVE.....	46
ARTICLE 25 - CATASTROPHIC LEAVE.....	47
ARTICLE 26 - WORKERS' COMPENSATION LEAVE.....	48
ARTICLE 27 - JURY DUTY AND MILITARY LEAVES	49
ARTICLE 28 - GENERAL PROVISIONS.....	50
ARTICLE 29 - RESIDENCY REQUIREMENTS.....	51
ARTICLE 30 - PROMOTIONAL POLICY.....	52
ARTICLE 31 - PERFORMANCE EVALUATIONS	56
ARTICLE 32 - GRIEVANCE PROCEDURE	58
ARTICLE 33 - LAYOFFS	61
ARTICLE 34 - WORK ACTIONS.....	63
ARTICLE 35 - COMMUNICATION PROCESS.....	64
ARTICLE 36 - NOTICE TO THE ASSOCIATION	65
ARTICLE 37 - EQUIPMENT.....	66
ARTICLE 38 - TEMPORARY MODIFIED DUTY	68
ARTICLE 39 - WORK SCHEDULES	69
ARTICLE 40 - SWAT OPERATOR LUCA BENEDETTI FITNESS INCENTIVE	77
ARTICLE 41 - TRAUMATIC INCIDENTS	78
ARTICLE 42 - NO DISCRIMINATION	79
ARTICLE 43 - STAFFING	80
ARTICLE 44 - FULL AGREEMENT.....	81
ARTICLE 45 - SAVINGS CLAUSE.....	82
ARTICLE 46 - RENEGOTIATIONS.....	83
ARTICLE 47 - TERM OF AGREEMENT	84
APPENDIX A - CLASSIFICATION	85

APPENDIX B - GRIEVANCE FORMS.....	86
APPENDIX C – SALARY RANGE LISTING	88

ARTICLE 1 - PREAMBLE

- 1.1 This Agreement is effective the 20th day of July, 2021, by and between the City of San Luis Obispo, hereinafter referred to as City, and the San Luis Obispo Police Officers' Association. The provisions of this Agreement shall apply to all unit members employed on July 20, 2021, or thereafter.
- 1.2 The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish rates of pay and other terms and conditions of employment.
- 1.3 The City and the Police Officers' Association agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is considered to be important.
- 1.4 Nothing in this Agreement between the parties shall invalidate or be substituted for any provision in 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 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 to the City 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 POA President shall determine the number of hours remaining in the Association time bank. That number shall be subtracted from the maximum number of time bank hours of 250 hours. The difference between the actual number of hours and the 250-hour maximum will be divided by the number of POA

represented employees. Each represented employee shall then contribute an equal number of leave hours to be debited by the City to maintain the 250 hours' time bank. Employees shall have the option to designate vacation, holiday or CTO leave time. The POA 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 POA 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 POA during the term of this MOA.

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 Human Resources Director, or their designees. Following completion of the annual performance evaluation, the employee's step increase will be effective on the employee's position anniversary date.
- 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.
- D. Progression to Master Police Officer, the last step of the Police Officer salary range, will occur when the employee has satisfied the requirements outlined in Article 8.4.

7.2 The salary range for Police Officer consists of nine steps (1 through 9). Steps 1 through 9 equal 95% of the next highest step, computed to the nearest \$1.00. The salary range for all other classifications in the bargaining unit consists of seven steps (1 through 7). Steps 1 through 7 equal 95% of the next highest step, computed to the nearest \$1.00.

Effective the first full pay period following Council adoption, the following changes will take place for the salary ranges of Police Cadet and Police Officer:

- The salary range for Police Cadet will consist of one step, paid ten (10%) percent below Step 1 of Police Officer.

- The existing Step 1 and Step 2 of Police Officer will be removed, with Step 3 becoming Step 1, making a total of seven steps (1-7). Steps 1 through 7 equal 95% of the next highest step, computed to the nearest \$1.00.

Each across-the-board percent salary increase shall raise the top step of the range by the percent increase, and the lower steps shall be calculated using the methodology in the paragraph above. The top step of each successive salary range will be 2.63% above the top step of the next lower range. After all steps of each salary range have been established, each shall be rounded off to the nearest \$1.00.

7.3 Salary Schedule Increases for Term of Agreement

Salary schedule increases will be effective on the first day of the first full pay period following the dates listed below to address cost of living adjustments and to address the difficulty in attracting and retaining qualified employees:

- | | | |
|-------------|----|---|
| • July 2021 | 5% | All Sworn and Non-Sworn Classifications |
| • July 2022 | 5% | All Sworn and Non-Sworn Classifications |
| • July 2023 | 5% | All Sworn and Non-Sworn Classifications |

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

ARTICLE 8 - MASTER POLICE OFFICER PROGRAM

8.1 The Master Police Officer Program shall be as follows:

The specialty assignments included in this program are:

S.E.T ^{5, 7}	4 years ⁴
Traffic Officer ⁵	4 years ³
Investigator ^{5, 7}	4 years
Narcotics Task Force Investigator	4 years
School Resource Officer (SRO)	4 years ⁴
Crime Scene Investigator	3 years
Defensive Tactics Instructor ¹	3 years
Hostage Negotiator ¹	3 years
Range Master	4 years ²
Downtown Officer	3 years ²
Swat Team Operator ¹	3 years
Bomb Technician ^{1, 7}	3 years
CAT (Community Action Team)	4 years
Traffic Call Out ¹	3 years
IT Officer ¹	3 years
Field Training Officer ⁶	4 years

¹ Non-mandatory Rotational position.

² Early opt out allowed after two years with full credit towards MPO status.

³ If grant funding is received for DUI enforcement, then the assignment is two years and is counted toward MPO credit.

⁴ Early opt out allowed after three years with full credit towards MPO status.

⁵ At the discretion of the Police Chief, Administrative Captain, Investigations Lieutenant, SET Sergeant, and following input from a member of the POA 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.

⁶ This assignment will be governed by Article 8.4 9. If the FTO is currently an MPO, 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 \$50 incentive listed in Article 9.1. 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 8.4 Master Police Officer.

⁷ Officers assigned to S.E.T, Investigations, and the Bomb Technician will be assigned a take-home vehicle during the length of their assignment.

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

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

8.4 Master Police Officer

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

1. One full year at Step 8 of the Police Officer salary range. Effective the first pay period following Council adoption, one full year at Step 6 of the Police Officer salary range.
2. Must have obtained an advanced POST Certificate.
3. Must have successfully completed two specialty assignments and two years in a third specialty assignment. 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 Chief may require an employee seeking credit for prior agency specialty assignment credit to submit satisfactory proof of successful performance in such assignments.
4. Reassignment, with a break in service, to the same assignment will be credited as a third assignment. To be credited for the purposes of compensation, an

officer shall be required to complete the terms of any specialty assignment unless early departure for good cause is/was authorized by the Chief of Police. Departure for any other reason will forfeit MPO compensation at the time of departure.

5. The Department may, at any time, temporarily remove an employee from a specialty assignment to meet operational needs. If the cumulative total time of removal from the assignment prior to the employee's scheduled rotation date exceeds 90 days, the employee shall have the option of extending the rotation date by the total time of removal or accepting that amount of time as credit towards completion of the specialty assignment.
6. Qualified Master Police Officers will be permitted to wear a two-stripe insignia (otherwise recognized as Corporal stripes) recognizing their status as determined by Department uniform policy.
7. Compensation: Last step of the Police Officer range.
8. The employee is responsible for requesting advancement to Master Police Officer. The Department will, once annually, remind employees to make such requests. Retroactive payments will not be made if the employee fails to make a timely request.
9. Once an officer achieves status of MPO they will be assigned to attend the Field Training Officer Class if they wish to be a Field Training Officer.

At the discretion of the Police Chief they can select other officers to be a Field Training Officer if there are not enough MPO'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 a trainee by the Police Chief or designee, Training Officers will receive \$50 per day. Classifications that are eligible for this incentive are Police Officers (Field Training Officers) and Communications Technicians (Communications Training Officers).

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 - SWORN

11.1 CONTRACT OVERTIME

- A. Contract overtime is defined as all hours worked in excess of their regularly scheduled shifts.
- B. Employees are regularly assigned to work 160 hours in the 28-day work period.
- C. All paid leave hours shall be counted as hours worked for purposes of calculating overtime, to include Vacation, Holiday, Sick Leave, IOD (Workers Compensation), and Compensatory Time Off (CTO).
- D. All contract overtime shall be authorized by the Police Chief or designee prior to being compensated. Contract overtime shall be paid in each pay period.
- E. All sworn employees covered by this Agreement shall be eligible for contract overtime pay.

11.2 FLSA/STATUTORY OVERTIME

- A. In accordance with section 207(k) of the Fair Labor Standards Act (FLSA), the City has declared a twenty-eight-day work period for the purpose of calculating FLSA overtime. The FLSA work period is deemed to commence at 12:01 AM on the first day of the 28-day period and end at 11:59 PM on the 28th day of the 28-day work period and the FLSA overtime threshold for the work period is 171 hours. This declaration is separate and apart from the City's contractual overtime obligations set forth in Section 11.1. above.
- B. For the purpose of complying with FLSA overtime requirements, the City has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of FLSA regular rate requirements and more specifically, 29 CFR section 778.109 and 778.110. This requires the payment of FLSA overtime for all hours actually worked by non-exempt sworn personnel in excess of 171 in the 28-day work period. To the extent the City's dual calculation method determines that FLSA overtime owed for the 28-day work period exceeds the amount of contract overtime paid for the same work period, the difference will be paid to the employee by way of an "FLSA Adjustment" in the following City pay period.

11.3 COMPENSATION

- A. All contract overtime as defined in Section 11.1 of this Article shall be paid in cash at one and one-half (1 1/2) the employee's base rate of pay, plus incentives as defined below in Section 11.5, or in compensatory time off (CTO).
- B. Separate and apart from the City's contractual obligation to pay overtime in accordance with Section 11.1 above, the City is obligated to calculate and pay, at a minimum, FLSA overtime based on the federally defined regular rate of pay which includes cash in lieu in compliance with the *Flores v. City of San Gabriel* decision applicable to members of POA's bargaining unit. This calculation will be administered in accordance with Section 11.2 above.

11.4 COMPENSATORY TIME OFF (CTO)

- A. An employee who earns contract overtime as defined in Section 11.1 above may elect compensation in the form of time off (CTO). An employee may be compensated in cash at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. However, no employee shall accumulate and have current credit for more than 100 hours of CTO.
- B. The Association and the City agree that CTO usage is subject to normal time off approval processes and may be denied if it would result in the need for overtime overage (except when scheduled in conjunction with approved vacation during the annual vacation sign-ups).
- C. Upon separation from employment with the City, the employee's accrued CTO will be paid out at the employee's base rate of pay.

11.5 PAY INCENTIVES TO BE INCLUDED IN THE BASE RATE FOR OVERTIME UNDER SECTIONS 11.1 AND 11.2 ABOVE

- Bilingual Pay
- Education Incentive
- Holiday Pay
- Training Officer Pay
- Standby Pay

- Work out of Grade 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

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

11.8 COURT TIME

- A. Effective the first full pay period upon ratification, employees reporting for court duty shall be guaranteed three hours minimum payment at time and one-half of the contract overtime rate.
- 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.

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 three-hour minimum payment at time and one half of the contract overtime rate.
- 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.

11.11 RANGE QUALIFICATION

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

- A. 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 Police Officer will automatically be assigned the shift. If an Officer is 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.
- B. If the shift is within 72 hours of the posting, it will be posted for a shorter period of time and the Watch Commander or Sergeant 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.
- C. If no officer 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 officer responding to the notification.
- D. 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 officer 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 section 3500 et. seq. concerning the definition, calculation and payment of contract overtime as set forth in Section 11.1 of this Agreement.

The parties further acknowledge and agree that the provisions of Section 11.1 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.

ARTICLE 12 - OVERTIME - NON-SWORN

12.1 CONTRACT OVERTIME

- A. Contract overtime is defined as all hours worked in excess of 40 hours in the seven-day work period.
- B. 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).
- C. All contract overtime shall be authorized by the Police Chief or designee prior to being compensated. Contract overtime shall be paid in each pay period.
- D. All non-sworn employees covered by this Agreement shall be eligible for contract overtime pay.

12.2 FLSA/STATUTORY OVERTIME

For the purpose of complying with the Fair Labor Standards Act (FLSA) overtime requirements under 29 USC Section 207(a), the City has adopted a dual calculation method whereby it calculates FLSA overtime based on all hours actually worked by overtime eligible employees in excess of 40 hours in the seven-day work period. To the extent the City's dual calculation method determines that FLSA overtime owed for the seven-day work period exceeds the amount of contract overtime paid for in the same seven-day work period, the difference will be paid to the employee by way of an "FLSA Adjustment" in the following City pay period.

12.3 COMPENSATION

- A. All contract overtime as defined in Section 12.1 of this Article shall be paid in cash at one and one half (1 1/2) the employee's base rate of pay, plus incentives as defined below in Section 12.5, or in time off (CTO).
- B. Separate and apart from the City's contractual obligation to pay overtime in accordance with Section 12.1 above, the City is obligated to calculate and pay, at a minimum, FLSA overtime based on the federally defined regular rate of pay which includes cash in lieu in compliance with the *Flores v. City of San Gabriel*

decision applicable to members of POA's bargaining unit. This calculation will be administered in accordance with Section 12.2 above.

12.4 COMPENSATORY TIME OFF (CTO)

- A. An employee who earns contract overtime as defined in Section 12.1 above may elect compensation in the form of time off (CTO). An employee may be compensated in cash at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. However, no non-sworn employee shall accumulate and have current credit for more than 240 hours of CTO.
- B. The Association and the City agree that CTO usage is subject to normal time off approval processes and may be denied if it would result in the need for overtime overage (except when scheduled in conjunction with approved vacation during the annual vacation sign-ups).
- C. Upon separation from employment with the City, the employee's accrued CTO will be paid out at the employee's base rate of pay.

12.5 PAY INCENTIVES TO BE INCLUDED IN THE BASE RATE FOR OVERTIME UNDER SECTIONS 12.1 AND 12.2 ABOVE

- Bilingual Pay
- Education Incentive
- Holiday Pay
- Training Officer Pay
- Standby Pay
- Work out of Grade Pay

12.6 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.

12.7 CALL BACK

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

12.8 COURT TIME

- A. Employees reporting for court duty shall be guaranteed three hours minimum payment at time and one-half of the contract overtime rate.
- 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. Personnel placed on court standby shall be compensated a minimum of three hours of straight time per calendar day when on court standby.

12.9 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.

12.10 TRAINING

- A. Employees called back for training sessions, authorized by the Police Chief or designee shall be guaranteed three-hour minimum payment at time and one-half of the contract overtime rate.
- 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.

12.11 OVERTIME ASSIGNMENT - COMMUNICATIONS TECHNICIANS

- A. A Communications Technician is able to add and remove their name for an overtime shift prior to being assigned the shift; however, when the Communications Technician is assigned an overtime shift by a supervisor, it is their responsibility to work the shift or find a replacement in seniority order in the event they can no longer work the shift. If there is an emergency, or another extenuating circumstance that the employee is unable to find a replacement for the overtime shift, the department will make an effort to help fill the overtime shift.
- B. If an overtime shift to cover holiday time or CTO time is not filled, the holiday or CTO time off will be canceled.
- C. If the overtime shift is to cover sick leave, vacation leave, training, or a vacancy, the overtime will be mandated to the least senior person that is not working during the hours requiring coverage, the shift prior to the or the shift after the shift requiring coverage.

12.12 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 section 3500 et. seq. concerning the definition, calculation and payment of contract overtime as set forth in Section 12.1 of this Agreement. The parties further acknowledge and agree that the provisions of Section 12.1 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.

ARTICLE 13 - WORK OUT-OF-GRADE

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

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

ARTICLE 14 - STANDBY SWORN & NON-SWORN

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 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 ten minutes to discuss department business such time will be considered time worked.

14.2 COMPENSATION

Hourly Standby

- 1) Personnel placed on standby shall be compensated one-hour's pay for each five hours standby.
- 2) 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 \$45 per regularly scheduled workday, and \$65 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 sworn and non-sworn personnel for the term of this agreement.

- A. BASIC BENEFITS. Education incentive pay shall not begin until one year after employment with the City of San Luis Obispo, but credit will be given for approved education obtained prior to that time. 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, A.A. or equivalent degree from an accredited community or junior college, or 60 or more semester units, or a City-approved equivalent; an adjustment equal to one full step (5.26%) for an Advanced POST certificate, B.A. or equivalent degree from an accredited college or university.
- B. JOB RELATED FIELDS. Degrees must be either in directly job-related fields or include at least 30 semester, or City-approved equivalent, units of job-related coursework in the case of an A.A. degree and at least 60 semester, or City-approved equivalent, units in the case of a B.A. Should an employee qualify for the one-half step basic benefit by having completed 60 or more semester units or City-approved equivalent, at least 30 of those units must be in job related coursework. All qualifying coursework must be graded at "C" or Pass or better. It is understood that general education courses required for a degree are compensable under this section.
- C. APPLICATION AND APPROVAL. Application for the incentive pay shall be made by the employee to the Chief of Police at least 30 days before the date the payment of the incentive pay is to be effective. Approval of the Chief of Police and the Director of Human Resources shall be required.

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

E. 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 non-sworn 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 is expected to purchase and maintain in good repair all required uniform pieces.
- 16.2 The following classifications shall receive \$1,000 per year uniform allowance, with \$500 issued to the employee with the first paycheck in June and \$500 issued to the employee with the first paycheck in December.
- Police Cadets
 - Police Officers
- 16.3 The following classifications shall receive \$500 per year uniform allowance, with \$250 issued to the employee with the first paycheck in June and \$250 issued to the employee with the first paycheck in December.
- Communications Technician
 - Evidence Technician
 - Lead Property and Evidence Technician
 - Police Field Service Technician
 - Police Records Clerk I
 - Police Records Clerk II
 - Property and Evidence Technician
- 16.4 New employees or employees newly eligible for the uniform incentive will receive a prorated amount based on number of pay periods remaining in the calendar year.
- 16.5 For "Classic Members" as defined by CalPERS, uniform allowance shall be reported to CalPERS as special compensation. Uniform allowance will not be prorated upon separation from employment.

ARTICLE 17 - HEALTH CARE INSURANCE

17.1 Health Flex Allowance

Employees electing medical coverage in the City's plans shall receive a health flex allowance, 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 allowance is less than the cost of the medical plan, the employee shall have the opportunity to pay the difference between the health flex allowance 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 allowance, the employee shall not receive any unused health flex 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. The 2021 monthly health flex allowance amounts are:

Level of Coverage	2021 Rates
Employee Only	\$ 644
Employee Plus One	\$ 1,171
Family	\$ 1,543

Effective for the 2022, 2023, and 2024 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 PERS 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 PERS Health Benefit Program

The City has elected to participate in the PERS 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 MOA's. The cost of the City's participation in PERS will not require the City to expend additional funds toward health insurance beyond what is already provided for in 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 affidavit and provide proof of other minimum essential coverage for themselves and their qualified dependents (tax family) that is not qualified health plan coverage under an exchange/marketplace or an individual plan, will be allowed to waive medical coverage for themselves and their qualified dependents (tax family). The monthly conditional opt-out incentive is:

Opt Out	\$559
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The conditional opt-out incentive shall be paid in cash (taxable income) to the employee. The employee must notify the City within 30 days of the loss of other minimum essential coverage. The conditional opt-out payment shall no longer be payable, if the employee and family members cease to be enrolled in other minimum essential coverage.

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 eye 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. Non-sworn employees continue to be covered under the City's Long-Term Disability Insurance Program.

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 MOA.
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 MOA.
3. Disseminate information and educate employees about the City's Cafeteria plan and the insurance plans offered under the MOA.
4. Participate in other related assignments requested by the City and its employee associations.

B. Miscellaneous

1. The actions of the Medical Plan Review Committee shall not preclude the Association and the City from meeting and conferring.
2. No recommendation of the Medical Plan Review Committee on matters within the scope of bargaining shall take effect before

completion of meet and confer requirements between the City and the Association, including 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 Association representatives to discuss the terms and conditions of the proposed Fitness Program.

ARTICLE 18 - RETIREMENT

18.1 PERS Contracts

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

The City agrees to provide the Public Employees' Retirement System's (PERS) 3% at age 50 plan to all sworn personnel and 2.7% at age 55 for all non-sworn personnel 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 non-sworn 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 PERS determines are "new members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA), the City will provide the PERS 2.7% at age 57 (PERS Safety Option Plan Two) retirement plan for sworn personnel and 2% at age 62 retirement plan for non-sworn 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 PERS Contribution (9%) and the "classic member" non-sworn employees' share of the PERS Contribution (8%). The 9% and the 8% were added to the employees' base salaries and reported as compensation to PERS. Effective December 2012 the "Classic member – second tier" sworn employees' share of the PERS Contribution is 9% and the "Classic member – second tier" non-sworn employees' share of the PERS contribution is 7%. For purposes of this Article, employee contributions are based on salary and special compensation as defined by PERS.

Effective the first full pay period January 2014, all sworn and non-sworn 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 non-sworn 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 non-sworn 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

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

ARTICLE 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's Birthday

Third Monday in February – Presidents' Day

Last Monday in May – Memorial Day

July 4 – Independence Day

First Monday in September – Labor Day

September 9 – California Admission Day

Second Monday in October – Indigenous Peoples Day

November 11– Veteran's Day

Fourth Thursday in November – Thanksgiving Day

Friday after Thanksgiving Day

December 25 – Christmas

One-half day before Christmas

One-half day before New Year's

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 in the first pay period in January of each year. Non-shift employees' remaining holiday leave, not to exceed 52 hours, as of the last pay period in December will be paid to the employee at the straight time rate. Holiday leave hours shall be pro-rated when an employee is appointed or leaves employment during the calendar year. The employee's final check will be adjusted to reflect the pro-rated hours.

- 20.4 Each Shift employee shall earn 4.33 hours of holiday leave semi-monthly, in lieu of fixed holidays. Such employees shall receive payment at straight time hourly rate not including any incentive pays for a portion of their earned holiday leave (2.0 hours) each bi-weekly payroll period.
- 20.5 The remainder of the Shift employee's annual holiday leave (52 hours) shall be advanced to the employee effective the first payroll period in January of each year. Such holiday leave may be taken off by the employee with the approval of the Police Chief or his designee.
- 20.6 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 as of December 31st of each year will be paid to the employee at the straight time rate. If an employee terminates for any reason, having taken off hours in excess of their prorated 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 prorated share, the monthly prorated amount will be cashed out on the employee's final paycheck.

ARTICLE 21 - VACATION

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

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

21.3 Vacation Cash Out

All employees in this unit 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.

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 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 Communications Technician Vacation Assignment

See Article 39 - Work Schedules, Section 39.3.II for details on vacation shift sign up for Communications Technicians.

21.5 Patrol Vacation Assignment

Prior to or on November 1st, one Master Vacation Schedule shall be posted for signup for the following calendar year. The Master Vacation Calendar will close

two weeks prior to the start of the winter rotation and will cover winter, summer, and fall rotations. Time off 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

The Master 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.

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.

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 payout 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 PERS 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 PERS benefits – 75% with maximum of 1,000 hours payoff.
 - D. Sick leave cannot be used to postpone the effective date of an industrial disability retirement. This provision is intended to reiterate past practice and to exercise the employer's rights under Government Code, Section 21163.
 - E. Employee use of sick leave shall be deemed confidential and not subject to reporting in monthly or annual personnel evaluations without proof of abuse.

ARTICLE 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, step-brother, or step-sister.
 - 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/Member Leave, employees must use all available sick, vacation,

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

Employee's 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.

ARTICLE 27 - JURY DUTY AND MILITARY LEAVES

27.1 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.

Non-sworn 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 REQUIREMENTS

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

ARTICLE 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 Sergeant position vacancy, the Department of Human Resources will publish a job announcement. The job announcement will identify the selection procedure, which includes the application process, test components with their weights expressed as a percentage of the total score, and tentative dates of the testing schedule. Whenever available, the City will identify study materials at least 60 days in advance of a test.
- B. Application Process. A completed City application must be received in the Department of Human Resources by the filing deadline.
- C. Testing Components.
 - A. Written Test: The written test will count as 30% 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 70% or better on the written test will enable a candidate to proceed in the testing process. A score below 70% will disqualify a candidate from further consideration.
 - 3. All candidates will have the right to review with a representative from the Department of Human Resources their own written test results so that the candidate may have the opportunity to improve in the future.

4. The Chief or 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 70% of the final score.

1. The Assessment Center may consist of 2 or more exercises. One of these exercises will be a traditional oral board interview. Other exercises may include a situational role-playing, oral resume, simulation exercises; and a supplemental questionnaire to assess written communication, critical thinking, problem solving and leadership skills, or other testing instruments as determined by the Human Resource Director in consultation with the Police Chief. The Human Resources Director shall determine the weight of each Assessment Center activity. In no case shall the oral interview count less than 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 and as many City employees as deemed appropriate by the Director of Human Resources in consultation with the Chief of Police.

C. Chief of Police Review:

1. Sworn SLOPD Staff members 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.
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" "Candidates Weakness(es)". Staff evaluation forms are not weighted and are advisory to the Chief of Police.

3. Subject to the approval of the Police Chief, if supervisor feels they is 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 personnel of the same or lessor rank 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 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 at all times in order to fill projected vacancies.

ARTICLE 31 - PERFORMANCE EVALUATIONS

31.1 All regular full-time employees shall receive an annual written performance evaluation from their supervisor within thirty (30) days of the employee's anniversary date absent exceptional circumstances. All regular full-time employees shall also receive rotational written performance feedback from their supervisor, except for those employees that do not rotate supervisors (e.g. Records Clerks) or employees on special assignments (e.g. DT bikes, CAT).

31.2 The performance evaluation scale consists of the following three 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.

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

31.3 All regular full-time employees shall receive their annual step increase after completion of the annual written performance evaluation indicating an overall rating of at least "Meets Performance Standards". If eligible, the step increase will be effective on the employee's anniversary or promotional date. Police Cadets do not receive written performance evaluations from the City as they are evaluated by the Academy in which they are enrolled.

- 31.4 Employees shall have the right to review their personnel file or authorize, in writing, review by their representative. No adverse material will be placed in an employee's personnel file without prior notice and a copy given to the employee. An employee shall have 30 days within which to file a written response to any evaluation and/or adverse comment entered in 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 MOA or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters. A grievance filed by an individual employee should be clearly identified as a formal grievance. This will be accomplished through the use of a formal grievance form (See Appendix B).
- 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 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.

- 32.4 After consideration of a formal grievance, which could include consultation and/or further discussion, the Chief, within 15 business days of the filing of the formal grievance, will provide a written response to the employee representatives advising of their decision. If the employee accepts the Chief's decision, the grievance shall be considered terminated.
- 32.5 If the employee is dissatisfied with the Chief's decision, the employee may immediately submit the grievance in writing to the Human Resources Director within five business days of receiving the Chief's decision. The Human Resources Director shall confer with the employee and the Chief and any other interested parties and shall conduct such other investigations as may be advisable.
- 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 Human Resources Director's 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 Human Resources Director for review of the decision. The Human Resources Director will obtain a list of five potential hearing officers from the State Mediation and Conciliation Service. Then following a random determination of which party (City or appellant) begins, parties shall alternately strike one name from the list until only one remains.

- B. Within thirty business days the hearing officer shall review the record and conduct a hearing on the matter. Within ten business days the hearing officer shall render a decision, which shall be final and binding.
 - C. Any dispute regarding the eligibility of an issue for the grievance process may be appealed through the process ultimately to the Hearing Officer who shall decide on the eligibility prior to ruling on the merits.
 - D. Any fees or expenses of the Hearing Officer shall be payable one-half by the City and one-half by the appellant.
- 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, MOA 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 MOA are contained in Sections 2.36.320 through 2.36.350 of the Personnel Rules and Regulations of the City of San Luis Obispo.

ARTICLE 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 is Unacceptable or Improvement Needed 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, Exceeds Performance Standards, or is Outstanding.

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

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

35.2 Quarterly Meetings

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

ARTICLE 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 Chief of Police. The nylon basket weave duty gun belt and nylon smooth utility belt will become the property of the employee and the employee agrees to maintain these pieces of equipment.

The 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 classification shall be issued a chemical protective breathing mask fitted with belt mounted carrying bag. All protective masks shall be in compliance with CalOSHA minimum standards including employee training.
- D. Non-sworn employees not subject to assignments necessitating helmets/chemical masks will not have them issued.
- E. All appropriate classifications shall be issued a Stream Light model SL-20 or technologically similar rechargeable flashlight with 12V/120V charging systems.
- F. Patrol rifle fitted with a sling and stock mounted weapon light.
- G. Each marked police unit assigned to unit members shall be equipped with a 40mm Less Lethal Kinetic Energy Impact Munition Launcher fitted with a sling.

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.

- 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.

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 Plan

- A. In an effort to improve scheduling, the Chief of Police implemented a 3/12 Work Hour Plan.
- 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 Shift Adjustment

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

- A. In any situation necessitating a shift adjustment, volunteers will first be sought.
- B. Shift adjustments will not be for more than two hours.
- C. Shift adjustments for special units or assignments are not covered by this guideline and remain the discretion of the Unit Supervisor or Bureau Commander.
- D. Whenever volunteers cannot be located, Officers assigned will be chosen sequentially by seniority.
- E. Generally, no more than two Officers per shift should be ordered to adjust unless a specific event necessitates it.

- F. At least 14 days' notice will normally be given, but in no event will less than seven days' notice be given, for an ordered shift adjustment.
- G. An Officer authorized to shift adjust will not suffer loss of briefing pay or other normal benefit.
- H. Officers will be given at least ten hours between shifts for ordered non-emergency shift adjustments.
- I. Shift adjustments will not be ordered to deal with court or shift continuation unless it is necessary to insure the Officer has adequate rest. If court or another assignment prevents an Officer from getting proper rest between shifts, the Officer and the Watch Commander may arrange a shift adjustment to meet this need. With approval, the Officer could opt to use adjusted court time towards normal work hours instead of overtime, or to adjust shift start time up to four hours. In cases where the Watch Commander determines an adjustment is warranted but does not have sufficient manpower, 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 Communications Technician 3/12 Work Schedule

I. SHIFT ASSIGNMENTS:

- A. Work shift assignments will consist of Day Watch and Day Watch relief, 0700 hours-1900 hours, Night Watch and Night Watch relief, 1900 hours-0700 hours (with the exception of shift adjustments as defined in Section VI).
- B. The work 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. Every employee shall sign up for a relief shift before another employee is assigned to work a second relief shift.
1. The day watch relief will be assigned to cover absences for Communications Technicians on day watch and the night watch relief will be assigned to cover absences for Communications Technicians on night watch. Relief will only be assigned to cover the opposite shift by seniority (e.g. day covers for night) when staffing vacancies exist or when necessitated by special events or circumstances (e.g. Mardi Gras). Permanent and temporary shift vacancies may be staffed by reassignment of the relief shift with seven (7) days prior notice or by voluntary agreement.
 2. Relief will not be scheduled to work a shift in the middle of days off. Example: Week one, M, T, W, off, F, off, off.
 3. Relief will have at least two (2) days off in between work weeks. Example: M, T, W, T, off, off, S, M, T.
 4. Communications Technicians assigned to relief dispatch work schedules shall be compensated for hardship duties by receiving five (5%) percent additional salary while assigned.

II. SHIFT SIGN UP:

- A. The Communications Manager will post the annual shift and leave sign up schedule by September 15th each year for the following year. Communication Technicians sign up for shift selection, selected days off, vacation, compensatory time off (CTO) and holiday time.

- B. Employees will sign up by seniority for their choice of shifts, payback hours, and leave hours for each of the three annual rotations. Shift selection will be by seniority, including relief shift.
- C. Employees shall have three days (72 hrs) from the date of receipt of the schedule to make their selection for work shifts, days off and annual vacation accrual. Employees are entitled to sign up for the total of their annual accrual of vacation time utilizing coding "V".
 - 1. Communications Technicians will sign-up for "V" days with the expectation that the center is fully staffed and the relief from that watch is available to cover. Communication Technicians may not sign up for vacation time during the initial sign-up if it will incur overtime. First draft vacation requests shall be approved with mandatory overtime in the event of unit vacancies after the master schedule is completed.
- D. Once all unit employees have had the opportunity to sign up for their maximum accrual of vacation time, they shall be entitled to again sign up by seniority for all accrued compensatory time off (CTO), holiday hours and previously unselected leave time they will have accumulated by the date requested. Compensatory time off shall be coded "CTO", holiday leave and all other previously unselected leave time shall be coded "H".
 - 1. Second draft CTO, holiday and previously unselected leave time may be granted and overtime considered for unit vacancies. Overtime will be posted to accommodate such leave requests. Should the overtime remain unfilled, the requested leave time shall be cancelled.
 - 2. In the event that scheduled CTO time is cancelled, the affected employee shall be paid for the CTO hours scheduled, work the shift and be compensated with overtime as defined in Section 11.3.
- E. The Communications Manager shall approve leave time by seniority and post same on the electronic schedule by the start of each rotation.

F. Employees generally will not be allowed to work more than two consecutive shift assignments without rotation to an alternate shift. The Communications Manager may consider requests to work more than two consecutive rotations for hardship and educational purposes. In no case will a senior employee be adjusted from shift preference without their consent to mitigate requested hardship or educational requests.

1. Any request for a change or deviation between employees (i.e. shift rotation trade) must be submitted in memo form signed by both affected employees within one week of posting the tentative schedule. Requests will be forwarded through the chain-of-command for a final decision by the Bureau Commander or designee. If approved, affected employees will also trade seniority for selection of days off. For scheduling purposes, the shift change will affect only the two employees involved. Affected employees will receive credit for the shift they signed up for.

III. SHIFT REASSIGNMENT CREATED BY UNDER STAFFING:

- A. If an employee is reassigned to a long-term vacancy and the absent employee returns to duty, both employees shall return to their originally selected shift.
- B. In the event of a staffing vacancy the reassigned employee who was reassigned shall have the option of returning to their originally selected shift or remaining for the duration of the designated shift once the vacancy is filled.
- C. In the event an employee is reassigned from a selected shift to a designated shift, the employee may elect to receive work credit for either shift to meet rotation requirements.

IV. SHIFT TRADE:

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

V. LEAVE TIME CANCELLATION:

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

VI. SHIFT ADJUSTMENTS:

- A. Shift adjustments on a regular scheduled day required to staff Communication Technician vacancies or sick leave will not exceed four (4) hours without the consent of the affected employee. When shift adjustments are required, there shall be a minimum of ten (10) hours between shifts without loss of compensation.
- B. In any situation necessitating a shift adjustment, volunteers will first be sought. Whenever volunteers cannot be located, employees will be chosen sequentially by seniority.
1. At least fourteen (14) days' notice will be given on planned leave.
 2. An employee authorized to shift adjust will not suffer loss of briefing pay or other normal benefit.
- C. The Communication Manager and/or Supervisors shall notify employees via email of all changes made to their work schedule at the time said change is made.

VII. MEAL AND REST PERIODS:

- A. Meal periods shall consist of not less than thirty (30) minutes paid subject to interruption, as staffing permits. Two fifteen (15) minute rest periods (breaks)

shall be provided, as staffing permits. Breaks may be taken using any combination of the total time allowed. Meal and rest periods (breaks) are subject to interruption and must be taken within the building.

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

39.5 Investigations – Division Work Schedule

A. Investigators may participate in a 4/10 work schedule in accordance with the City's alternate work schedule policy. The schedule will include a 30 minute 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.

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

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.

Except in cases of emergency, employees will be provided advance notice of at least thirty calendar days prior to having an alternate work schedule discontinued. Such notice does not apply to moving between alternate schedules, temporary

schedule changes, flexible schedules, etc. If an alternate schedule is discontinued, the Department will notify the Association of the reason(s) for ending the schedule.

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

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

ARTICLE 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. 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) Communication Technicians, Two (2) Police Field Service Technicians, Five (5) 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, 2021, and shall continue in full force and effect until expiration at midnight, June 30, 2024.

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

SAN LUIS OBISPO
POLICE OFFICERS' ASSOCIATION

Richard Bolanos, Chief Negotiator

Stuart D. Adams, Chief Negotiator

Nickole Domini, Interim HR Director

Chris Chitty, SLOPOA President

APPENDIX A - CLASSIFICATION

Non-Sworn Classifications

Communications Technician

Evidence Technician*

Lead Property and Evidence Technician*

Police Field Service Technician*

Police Cadet

Police Records Clerk I*

Police Records Clerk II*

Property and Evidence Technician*

* Denotes Non-Shift classifications

Sworn Classifications

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

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.		
Grievant's Name (PLEASE PRINT OR TYPE)	Class Title	Date of Grievance Initiation
I wish to appeal the Grievance Response signed by: Name: _____ Title: _____ Date: _____ Level to which grievance is being appealed: (CHECK ONE) <input type="checkbox"/> City Manager via Personnel Director <input type="checkbox"/> Hearing Officer		
Reason for Appeal:		
Grievant's Signature: _____		Date: _____
Received by: _____		Date: _____

APPENDIX C – SALARY RANGE LISTING

Salary Range Listing - July 2021 - June 2024

JULY 2021

Summary of Changes: 5% increase for all classifications. Eliminate Step 1 and Step 2 of Police Officer, Step 3 becomes the new Step 1. Move to one step for Police Cadet that is 10% under Step 1 of Police Officer

Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7
Communications Technician	\$ 2,515	\$ 2,647	\$ 2,786	\$ 2,933	\$ 3,087	\$ 3,249	\$ 3,420
Evidence Technician	\$ 3,292	\$ 3,465	\$ 3,647	\$ 3,839	\$ 4,041	\$ 4,254	\$ 4,478
Lead Property and Evidence Technician	\$ 2,500	\$ 2,632	\$ 2,771	\$ 2,917	\$ 3,071	\$ 3,233	\$ 3,403
Police Cadet	\$ 3,024						
Police Field Service Technician	\$ 2,405	\$ 2,532	\$ 2,665	\$ 2,805	\$ 2,953	\$ 3,108	\$ 3,272
Police Officer	\$ 3,360	\$ 3,537	\$ 3,723	\$ 3,919	\$ 4,125	\$ 4,342	\$ 4,571
Police Records Clerk I	\$ 1,850	\$ 1,947	\$ 2,049	\$ 2,157	\$ 2,271	\$ 2,390	\$ 2,516
Police Records Clerk II	\$ 2,049	\$ 2,157	\$ 2,271	\$ 2,391	\$ 2,517	\$ 2,649	\$ 2,788
Property and Evidence Technician	\$ 2,280	\$ 2,400	\$ 2,526	\$ 2,659	\$ 2,799	\$ 2,946	\$ 3,101

JULY 2022

Summary of Changes: 5% increase for all classifications

Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7
Communications Technician	\$ 2,639	\$ 2,778	\$ 2,924	\$ 3,078	\$ 3,240	\$ 3,411	\$ 3,591
Evidence Technician	\$ 3,457	\$ 3,639	\$ 3,830	\$ 4,032	\$ 4,244	\$ 4,467	\$ 4,702
Lead Property and Evidence Technician	\$ 2,627	\$ 2,765	\$ 2,910	\$ 3,063	\$ 3,224	\$ 3,394	\$ 3,573
Police Cadet	\$ 3,175						
Police Field Service Technician	\$ 2,526	\$ 2,659	\$ 2,799	\$ 2,946	\$ 3,101	\$ 3,264	\$ 3,436
Police Officer	\$ 3,528	\$ 3,714	\$ 3,909	\$ 4,115	\$ 4,332	\$ 4,560	\$ 4,800
Police Records Clerk I	\$ 1,943	\$ 2,045	\$ 2,153	\$ 2,266	\$ 2,385	\$ 2,510	\$ 2,642
Police Records Clerk II	\$ 2,153	\$ 2,266	\$ 2,385	\$ 2,510	\$ 2,642	\$ 2,781	\$ 2,927
Property and Evidence Technician	\$ 2,392	\$ 2,518	\$ 2,651	\$ 2,791	\$ 2,938	\$ 3,093	\$ 3,256

JULY 2023

Summary of Changes: 5% increase for all classifications

Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Biweekly Step 6	Biweekly Step 7
Communications Technician	\$ 2,771	\$ 2,917	\$ 3,071	\$ 3,233	\$ 3,403	\$ 3,582	\$ 3,771
Evidence Technician	\$ 3,629	\$ 3,820	\$ 4,021	\$ 4,233	\$ 4,456	\$ 4,690	\$ 4,937
Lead Property and Evidence Technician	\$ 2,758	\$ 2,903	\$ 3,056	\$ 3,217	\$ 3,386	\$ 3,564	\$ 3,752
Police Cadet	\$ 3,334						
Police Field Service Technician	\$ 2,652	\$ 2,792	\$ 2,939	\$ 3,094	\$ 3,257	\$ 3,428	\$ 3,608
Police Officer	\$ 3,706	\$ 3,901	\$ 4,106	\$ 4,322	\$ 4,549	\$ 4,788	\$ 5,040
Police Records Clerk I	\$ 2,039	\$ 2,146	\$ 2,259	\$ 2,378	\$ 2,503	\$ 2,635	\$ 2,774
Police Records Clerk II	\$ 2,258	\$ 2,377	\$ 2,502	\$ 2,634	\$ 2,773	\$ 2,919	\$ 3,073
Property and Evidence Technician	\$ 2,514	\$ 2,646	\$ 2,785	\$ 2,932	\$ 3,086	\$ 3,248	\$ 3,419