

Memorandum of Understanding

Between The City of San Luis Obispo and
The San Luis Obispo Police Staff Officers' Association



Term of Agreement:
July 1, 2023 to June 30, 2027



SAN LUIS OBISPO

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ARTICLE 1 - PARTIES TO AGREEMENT

This Agreement is made and entered into this, 11th day of July 2023, by and between the City of San Luis Obispo, hereinafter referred to as the City, and the San Luis Obispo Police Staff Officers' Association, hereinafter referred to as the Association.

ARTICLE 2 - RECOGNITION

Pursuant to Government Code Section 3500 et seq and City Resolution No. 6620 (1989 Series), the City hereby recognizes the San Luis Obispo Police Staff Officers' Association as the exclusive bargaining representative for purposes of representing regular and probationary employees occupying the position classifications of Police Sergeant, Police Lieutenant, Deputy Police Chief, Communications Supervisor, and Police Records Supervisor for the duration of this Agreement.

ARTICLE 3 - CHECK OFF/DUES DEDUCTION

- 3.1 The City shall deduct dues from City employees and remit said dues to the Association on a semi-monthly basis for the duration of this Agreement, which dues shall not include assessments.
- 3.2 Monthly dues deduction, additions, and/or deletions shall be recorded by the City's Finance Director, or designee, and a notification of all due's transactions shall be sent semi-monthly to the Association President. The Association shall refund to the City any amount paid to the Association in error, upon presentation of supporting evidence.
- 3.3 The Association shall hold the City harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions.

ARTICLE 4 - EMPLOYEE RIGHTS

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - REPRESENTATIVE ROLE

Members of the Association may, by a reasonable method, select not more than five 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) on subjects within the scope of representation during regular duty or work hours without loss of compensation or other benefits. 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:

- (1) 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 officials. If employee representatives cannot be released, the date of the meeting will be rescheduled in accordance with item (2) below.
- (2) That any such meeting is subject to scheduling by City management consistent with operating needs and work schedules. Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours.

ARTICLE 7 - RENEGOTIATIONS

If at the expiration of the term of this Agreement, either party wishes to make changes to this Agreement, that party shall serve upon the other its written request to negotiate, as well as its initial proposals for an amended Agreement. Such notice and proposals must be submitted to the other party between 15 April and 1 May 2027. If notice is properly and timely given, negotiations shall commence no later than 15 May.

ARTICLE 8 - SALARY

8.1 Salary Provision for the Term of Agreement

The City strives to maintain a reasonable difference in compensation between top step police staff officers' classifications and top step of the classifications supervised. The difference between top steps of these classifications is targeted at a minimum of 15%, except between Police Sergeants and Lieutenants which will be a minimum of 20%. If during the term of this contract the differentiation goes below the target stated above, the City agrees to re-open negotiations on this topic.

The parties agree to salary increases as set forth below to be effective on the first day of the first full payroll period in the month listed below:

- July 2023 3% All Classifications
- July 2024 3% All Classifications
- July 2025 3% All Classifications
- July 2026 3% All Classifications

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

8.2 Market Equity Adjustments

In addition to the above listed salary increases, the following job classifications shall receive market equity adjustments to be effective on the first full pay period of July 2023. These adjustments are based on a salary survey that was collected in 2023 and are being implemented in an effort to attract and retain well qualified employees.

Job Title	Market Equity Adjustment
Police Sergeant	7.00%
Police Lieutenant	15.25%
Deputy Police Chief	18.50%
Police Records Supervisor	2.00%
Communications Supervisor	8.00%

8.3 Rules Governing Step Increases:

The following rules shall govern step increases for employees:

1. Each salary range for Police Sergeant, Police Records Supervisor, and Communications Supervisor consists of six steps (1 through 6). Steps 1 through 5 equal 95% of the next highest step, computed to the nearest one dollar.

Step 5 = 95% of Step 6

Step 4 = 95% of Step 5

Step 3 = 95% of Step 4

Step 2 = 95% of Step 3

Step 1 = 95% of Step 2

Each across-the-board percentage salary increase shall raise step 6 of the respective range by that percentage. After all step 6's of salary ranges have been established,

each step 6 shall be rounded off to the nearest \$1.00 (biweekly) and the remaining steps established in accordance with the above formula.

Effective the first full pay period in July 2023, the existing Step 1 of the Police Lieutenant and Deputy Police Chief will be removed, making a total of five steps (1 through 5). Steps 1 through 4 equal 95% of the next highest step, computed to the nearest one dollar.

Step 4 = 95% of Step 5

Step 3 = 95% of Step 4

Step 2 = 95% of Step 3

Step 1 = 95% of Step 2

Each across-the-board percentage salary increase shall raise step 5 of the respective range by that percentage. After all step 5's of salary ranges have been established, each step 5 shall be rounded off to the nearest \$1.00 (biweekly) and the remaining steps established in accordance with the above formula.

2. The time in step progression for employees with satisfactory performance will be one year per step.
3. 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 first day of the pay period that includes the employee's position anniversary date.

4. Employees who are eligible for advancement to the top two steps of the salary range must receive a "Meets Performance Standards" or better on the overall rating on their most recent performance evaluation prior to or coincident with their being eligible for advancement by time in grade.

ARTICLE 9 - OVERTIME

SWORN OVERTIME - POLICE SERGEANTS ONLY

9.1 SWORN 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 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. Police Sergeants shall be eligible for overtime pay.

9.2 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 9.1 above.
- B. For the purpose of complying with the 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 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.

9.3 COMPENSATION

- A. All contract overtime as defined in Section 9.1 of this Article shall be paid in cash at time and one half (1 1/2) the employee's base rate of pay, plus incentives as defined in Section 9.4, or in CTO.
- B. Separate and apart from the City's contractual obligation to pay overtime in accordance with Section 9.1 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 non-exempt sworn members of the Association. This calculation will be administered with Section 9.1 above.

9.4 Compensatory Time Off (CTO)

- A. An employee who earns contract overtime as defined in Section 9.1 above, may elect compensation in the form of time off (CTO). An employee may be compensated 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).
- C. Upon separation from employment or promoting to a position that is not eligible for CTO, the employee's accrued CTO will be paid out at the employee's base rate of pay.

9.5 PAY INCENTIVES TO BE INCLUDED IN THE BASE RATE FOR OVERTIME UNDER SECTIONS 9.1 AND 9.2

- Education Incentive
- Holiday Pay
- Standby Pay
- Work out of Classification Pay

9.6 SHIFT ADJUSTMENT

In the matter of shift adjustments, it is agreed that the following guidelines will be followed:

- In any situation necessitating a shift adjustment, volunteers will first be sought.
- Shift adjustments will not be for more than two hours.
- Shift adjustments for special units or assignments are not covered by this guideline and remain the discretion of the Unit Supervisor or Bureau Commander.

- Whenever volunteers cannot be located, Sergeants assigned will be chosen sequentially by seniority.
- Generally, no more than two Sergeants per shift should be ordered to adjust unless a specific event necessitates it.
- 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.
- A Sergeant authorized to shift adjust will not suffer loss of briefing pay or other normal benefit.
- Sergeants will be given at least ten hours between shifts for ordered non-emergency shift adjustments.
- Shift adjustments will not be ordered to deal with court or shift continuation unless it is necessary to ensure the Sergeant has adequate rest. If court or another assignment prevents a Sergeant from getting proper rest between shifts, the Sergeant and the Watch Commander may arrange a shift adjustment to meet this need. With approval, the Sergeant 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 staffing, s/he is authorized to bring in a replacement (on overtime) for up to four hours.
- Shift adjustments will not be limited by day or time except as articulated above.

9.7 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.

9.8 CALL BACK

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

9.9 COURT TIME

- A. Employees reporting for court duty shall be guaranteed three hours minimum payment at time and one-half.
- B. Employees required to work through the lunch break while on court duty shall be credited with time worked.
- C. Two or more court cases occurring within the minimum time period shall be subject to a single minimum payment.
- D. Employees placed on standby in anticipation of reporting for court time shall be compensated three hours straight time when on standby. Each calendar day starts a new standby period.
- E. Standby is that circumstance which requires an employee assigned by the department to: 1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication

equipment; and 3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that employees on standby, as defined above, are "waiting to be engaged."

9.10 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.

9.11 INVESTIGATOR STANDBY

When operationally necessary, Sergeants assigned to the Detective Bureau and SET can cover investigator standby and be compensated \$45 per day Monday through Friday, and \$65 per day for weekends and holidays. Sergeants assigned to investigator standby must adhere to standby provisions outlined in Section 9.9.E.

9.12 RANGE QUALIFICATION

- A. Sworn personnel shall be guaranteed three hours at time and one half when participating in range qualification training when off duty.
- B. Each sworn employee who shoots for qualification shall be provided 100 rounds of practice ammunition each month upon request.

NON-SWORN COMMUNICATIONS SUPERVISORS

9.13 NON-SWORN 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 40 hours in the seven-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 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. Communication Supervisors shall be eligible for overtime pay.

9.14 FLSA/STATUTORY OVERTIME

- A. For the purpose of complying with the 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 the overtime eligible employees in excess of 40 hours in a 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 City/Contract overtime paid for 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.

9.15 COMPENSATION

- A. All contract overtime as defined in Section 9.13 of this Article shall be paid in cash at time and one half (1 1/2) the employee's base rate of pay, plus incentives as defined below in Section 9.15, or in CTO.
- B. Separate and apart from the City's contractual obligation to pay overtime in accordance with Section 9.13 above, the City is obligated to calculate and pay, at a minimum, FLSA overtime based on the federally defined rate of pay which includes cash in lieu in compliance with the *Flores v. City of San Gabriel* decision applicable to non-exempt non-sworn members of the Association. This calculation will be administered with Section 9.13 above.

9.16 COMPENSATORY TIME OFF (CTO)

- A. An employee who earns contract overtime as defined in Section 9.13 above, may elect compensation in the form of time off (CTO). An employee may be compensated 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 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).
- C. Upon separation from employment or promoting to a position that is not eligible for CTO, the employee's accrued CTO will be paid out at the employee's base rate of pay.

9.17 PAY INCENTIVES TO BE INCLUDED IN THE BASE RATE FOR OVERTIME
UNDER SECTION 9.13 AND 9.14

- Education Incentive
- Holiday Pay
- Standby Pay
- Work out of Grade Pay

9.18 GUARANTEED MINIMUMS FOR RETURNING TO WORK

Whenever an employee is required by the department 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.

9.19 CALL BACK

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

9.20 COURT TIME

- A. Employees reporting for court duty shall be guaranteed three hours minimum payment at time and one-half.
- B. Employees required to work through the lunch break while on court duty shall be credited with time worked. Duty free lunch periods shall not be compensable, to a maximum of thirty (30) minutes.

- C. Two or more court cases occurring within the minimum time period shall be subject to a single minimum payment.
- D. Employees placed on standby as required to fulfill court requirements shall be compensated three hours straight time when on standby. Each calendar day starts a new standby period.
- E. Standby is that circumstance which requires an employee assigned by the department to: 1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication equipment; and 3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that employees on standby, as defined above, are "waiting to be engaged."

9.21 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.

9.22 NON-SWORN AND SWORN TRAINING

- A. Employees that are eligible for overtime and are called back for training sessions authorized by the Police Chief or designee, shall be guaranteed three-hour minimum payment at time and one-half.
- B. The City shall provide each employee in the membership with paid independent living hotel/motel accommodation when assigned to a POST reimbursable training course or City required training course requiring overnight stay. Daily

meal reimbursement provided shall either be a flat \$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 training outside of the City of SLO limits.

9.23 SWORN AND NON-SWORN CONTRACT OVERTIME REMEDY PROVISION

The City and the Association (hereafter "parties") acknowledge and agree that they have met and conferred in good faith in accordance with Government Code section 3500 et. seq. concerning the definition, calculation and payment of City/Contract overtime as set forth in Sections 9.1 and 9.13 of this Agreement.

The parties further acknowledge and agree that the provisions of Sections 9.1 and 9.13 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.

9.24 SHIFT COVERAGE STIPEND

Police Lieutenants are considered exempt and not eligible for overtime payment or any return-to-work minimum payments, except as specifically described in this section. In the event a Lieutenant is required to cover the shift of a Police Sergeant, and there is no other coverage available, and operational needs necessitate the filling of the position, the Lieutenant shall receive a shift coverage stipend of one and one half times the base pay for each hour worked in the capacity of Sergeant.

9.25 SPECIAL CIRCUMSTANCE PAY

Exempt sworn members required to work extended hours under special circumstances may be paid at time and one half (1 1/2) for those extended hours worked. The number of hours to be paid and determination of special circumstances shall be at the discretion of the Police Chief. Some examples may include:

- SWAT Call Outs
- Special Events
- Critical Incident
- Natural Disasters
- Civil Unrest

ARTICLE 10 - WORK OUT-OF-CLASSIFICATION AND TEMPORARY

ASSIGNMENT PAY

A. Work Out-of-Classification

For the purposed of this Article, an out-of-class assignment is the full-time performance of all of the significant duties of an available, funded position in one classification by an individual in a position in another classification. An employee assigned in writing by management to work-out-of-class in a position that is assigned a higher pay range and is vacant pending an examination, or is vacant due to an extended leave of absence, shall receive one step (5.26%) in addition to their regular base rate commencing on the eleventh consecutive workday on the out-of-class assignment. In order to receive the out-of-class pay, an employee must be working in the out-of-class assignment and may not have a leave of absence longer than two (2) consecutive weeks, unless otherwise approved.

B. Temporary Assignment.

An appointing authority or designee may temporarily assign an employee to a different position for a specific period of time not to exceed 90 days, after which the employee returns to their regular duties and position from which they were regularly assigned. The temporary assignment may be extended past 90 days if agreed to by the employee in writing. Such action shall have the prior approval of the Human Resources Director or designee. An appointing authority may assign an employee to a different position for a period of time not to exceed 90 days, provided the employee has received 24 hours written notice which includes reasons for the assignment. Employees who are

subject to temporary assignment shall be compensated as if they were working out of grade as described in Section A above. In order to receive temporary assignment pay, an employee must be working in the temporary assignment and cannot have a leave of absence longer than two (2) consecutive weeks, unless approved otherwise.

ARTICLE 11 - EDUCATION INCENTIVE

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 \$300.00 bi-weekly for possession of a B.A. or B.S. from an accredited four-year college or university and \$400.00 bi-weekly for possession of a M.A. or M.S. from an accredited college or university. Total education incentive shall in no case exceed \$400.00 bi-weekly.

- A. JOB RELATED FIELDS. Degrees must be either in directly job-related fields, or City-approved equivalent.
- B. 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.
- C. UNSATISFACTORY PERFORMANCE. To be eligible for compensation under this program, an employee must receive and maintain at least a "Meets Performance Standards" rating on their annual evaluation. The Chief of Police, with the concurrence of the City Manager, may suspend payment of the incentive pay until such time as the employee's performance comes up to the standard level, in the opinion of the Chief of Police and in concurrence of the City Manager.
- D. ADDITIONAL PROVISIONS.

Exhibit "A"

1. The maximum benefit under this article is \$400.00 bi-weekly for possession of a M.A. or M.S. from an accredited college or university.
2. Sworn and non-sworn employees are eligible to participate in the Tuition Reimbursement program as set forth in City Policy.

ARTICLE 12 - PAYDAY

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

ARTICLE 13 - GENERAL PROVISIONS

13.1 WORKING CONDITIONS.

An officer's place of residence shall be within a one hour driving radius from the San Luis Obispo Police Department.

ARTICLE 14 - HEALTH CARE INSURANCE

14.1 HEALTH FLEX CONTRIBUTION

Employees electing medical coverage in the City's plans shall receive a health flex contribution, as defined by the Affordable Care Act ("ACA"), and shall purchase such coverage through the City's Section 125 Plan "Cafeteria Plan". If the health flex contribution is less than the cost of the medical plan, the employee shall have the opportunity to pay the difference between the health flex contribution and the premium cost on a pre-tax basis through the City's Cafeteria Plan. If the premium cost for medical coverage is less than the health flex allowance, the employee shall not receive any unused health flex contribution in the form of cash or purchase additional benefits under the Cafeteria Plan. Less than full-time employees shall receive a prorated share of the health flex contribution. The existing 2023 plan year monthly health flex contribution is:

Level of Coverage	2023 Monthly Rate
Employee Only	\$ 698
Employee Plus One	\$ 1,268
Family	\$ 1,683

Effective for the 2024, 2025, 2026, and 2027 premiums, the health flex 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 health flex contribution would be increased by 4% ($10\% + 20\% + -6\% \div 3 = 8\% \times 1/2$).

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

14.2 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 MOU'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.

14.3 CONDITIONAL OPT-OUT (Cash-in-Lieu)

Employees who, at initial enrollment or during the annual open enrollment period, complete an attestation form (as reasonable evidence) that they and all individuals for whom they expect to claim a personal exemption deduction ("Tax Family") have

alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California), , will be allowed to receive cash-in-lieu of the health flex contribution and medical coverage through the City's medical plans for themselves and their qualified dependents (Tax Family). The monthly conditional opt-out (Cash-in-Lieu) incentive is:

Opt Out	\$598
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The conditional opt-out incentive shall be paid as Cash-in-Lieu (taxable income) to the employee. The employee must notify the City within 30 days of the loss of alternative minimum essential coverage. The conditional opt-out payment shall no longer be payable, if the employee or family members cease to be enrolled in alternative minimum essential coverage. The City must not and will not pay Cash-in-Lieu if the City knows or has reason to know that the employee or an individual in the employee's Tax Family does not have the required alternative coverage. Employees receiving the conditional opt-out amount will also be assessed \$16.00 per month to be placed in the Retiree Health Insurance Account. This account will be used to fund the City's contribution toward retiree premiums and the City's costs for the Public Employee's Contingency Reserve Fund and the Administrative Costs. However, there is no requirement that these funds be used exclusively for this purpose nor any guarantee that they will be sufficient to fund retiree health costs, although they will be used for negotiated employee benefits.

14.4 DENTAL AND VISION INSURANCE/DEPENDENT COVERAGE

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

14.5 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.

14.6 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

Employees shall have life insurance and Accidental Death and Dismemberment (AD&D) coverage of Forty-Five Thousand Dollars (\$45,000). Twenty Thousand Dollars (\$20,000) of life insurance shall be paid by the employees through the City's Cafeteria Plan and Twenty-Five Thousand (\$25,000) shall be paid by the City. The City pays the \$45,000 of AD&D coverage.

14.7 REPRESENTATION ON A MEDICAL PLAN REVIEW COMMITTEE

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

A. Duties and Obligations of the Medical Plan Review Committee

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

1. Review and suggest changes for the City's Cafeteria Plan and the insurance plan offered under the MOU.
2. Submit to the City and its employee associations recommendations on proposed changes for the City's Cafeteria plan and the insurance plans offered under the MOU.
3. Disseminate information and educate employees about the City's Cafeteria plan and the insurance plans offered under the MOU.
4. Participate in other related assignments requested by the City and its employee associations.

B. Miscellaneous

1. The actions of the Medical Plan Review Committee shall not preclude the Association and the City from meeting and conferring.
2. No recommendation of the Medical Plan Review Committee on matters within the scope of bargaining shall take effect before completion of meet and confer requirements between the City and the Association, including Resolution 6620.
3. If changes to the City's Cafeteria plan are subject to meet and confer requirements, the City and the Association agree to meet and confer in good faith.
4. In performing its duties, the Medical Plan Review Committee may consult independent outside experts. The City shall pay any fees incurred for this consultation, provided that the City has approved the consultation and fees in advance.

ARTICLE 15 - RETIREMENT

15.1 PERS Contracts

- A. "Classic Members First Tier" sworn and non-sworn members hired before December 6, 2012.

PERS determines who is a "classic member" within the meaning of the California Public Employee' Pension Reform Act (PEPRA). 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" sworn and non-sworn members 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" sworn and non-sworn members hired after January 1, 2013.

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.

15.2 Member Contributions

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

Effective the first full pay period in July 1, 1996, 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 in July 2019, all sworn and non-sworn employees shall contribute 1.5% 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 employees contribution shall increase an additional 1.5% for a total of 3%, 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). The employee will be responsible for any and all tax liability incurred should the IRC provision become invalid.

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 an additional 1.5% for a total of 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). The employee will be responsible for any and all tax liability incurred should the IRC provision become invalid.

ARTICLE 16 - UNIFORM ALLOWANCE

16.1 Each employee required to wear a uniform shall receive an annual uniform allowance as provided below and is expected to purchase and maintain in good repair all required uniform pieces.

16.2 The uniform allowance shall be \$1,000 per year, with \$500 issued to the employee with the first paycheck in June and \$500 issued to the employee with the first paycheck in December. New hires will receive a prorated amount on a biweekly basis.

Effective the first paycheck in December 2023, the uniform allowance shall increase from \$1,000 to \$1,300 per year for all sworn members. The allowance for sworn members will be issued in the amount of \$650 on the first paycheck in December and June. New hires will receive a prorated amount on a biweekly basis.

16.3 All represented employees shall be eligible for uniform allowance without regard to duty status interruption if in paid status, including 4850 Pay. For "Classic Members" as defined by CalPERS, uniform allowance shall be reported to CalPERS as special compensation. Uniform allowance will not be pro-rated upon separation from employment.

ARTICLE 17 – HOLIDAYS

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

- January 1 – New Year's Day
- Third Monday in January – Martin Luther King Jr. Birthday
- Third Monday in February – Presidents' Day
- Last Monday in May – Memorial Day
- July 4 – Independence Day
- First Monday in September – Labor Day
- September 9 – California Admission Day
- Second Monday in October – Columbus Day
- November 11 – Veteran's Day
- Fourth Thursday in November – Thanksgiving Day
- Friday after Thanksgiving
- One-half day before Christmas Day
- December 25 – Christmas Day
- One-half day before New Year's Day

17.2 Each employee in this unit shall earn 4 hours of holiday leave bi-weekly, in lieu of fixed holidays.

Such employees shall receive payment at straight time hourly rate for a portion of their earned holiday leave two (2) hours each bi-weekly payroll period.

17.3 The remainder of the employee's annual holiday leave (52 hours) shall be advanced to the employee effective the first payroll period in January of each year. Such holiday leave may be taken off by the employee with the approval of the Police Chief or his/her designee. Annual holiday leave hours shall be prorated on a pay period basis when an employee is appointed or leaves employment during the calendar year.

17.4 Each calendar quarter, an employee has the option of receiving payment for one-fourth (1/4) of his/her advanced holiday leave. The combination of holiday leave taken off and payment of advanced holiday time may not exceed 52 hours. Any holiday leave remaining at the end of each calendar year will be paid to the employee at the straight time rate on the last paycheck in December.

17.5 If an employee terminates for any reason, having taken off hours in excess of his/her prorated share, the value of the overage will be deducted from the employee's final paycheck.

ARTICLE 18 - VACATION LEAVE

18.1 Each incumbent of a forty (40) hour per week position in the bargaining unit shall accrue vacation leave at the following rates for completed years of service with the City. Part-time employees will accrue a prorated amount of vacation leave.

Years of Completed Service	Annual Vacation Accrual Days*	Annual Vacation Accrual Hours
Less than 5 years	12 days	96 hours
5 to less than 10 years	15 days	120 hours
10 to less than 20 years	18 days	144 hours
20+ years	20 days	160 hours

*One vacation day is equivalent to eight (8) hours for a forty (40) hour per week position in the bargaining unit.

Employees are eligible for a year-for-year prospective accelerated vacation accrual based on prior public sector experience and/or military service. For example, if an employee has ten (10) years of public sector experience prior to working for the City of San Luis Obispo, their vacation accrual will be advanced by ten (10) years. 18.2 An incumbent is not eligible to use vacation leave until accrued.

18.3 A regular employee who leaves the City service shall receive payment for any unused vacation leave.

18.4 Vacation schedules must be reviewed by the Chief or his/her designee prior to the scheduled vacation. Vacation schedules will be based upon the needs of the City and then, insofar as possible, upon the wishes of the employee. The department may not deny an employee's vacation request if such denial will result in the loss of vacation

accrual by the employee, except that, management may approve a two-month extension of maximum vacation accrual. However, in no event shall more than one such extension be granted in any calendar year.

18.5 Any employee who is on approved vacation leave and becomes eligible for sick leave as defined in Section 2.36.420A of the Personnel Rules & Regulations may have such time credited as sick leave under the following conditions.

- A. A physician's statement certifying that illness, injury or exposure to contagious disease has occurred is presented to the supervisor upon returning to work.
- B. The vacation leave immediately ends and the employee reports to work following the end of sick leave usage.

18.6 Vacation leave shall be accrued as earned each payroll period, to a maximum of vacation time not to exceed twice the employee's annual accrual rate. It shall be the responsibility of the employee to plan vacations and receive departmental approval in a timely manner.

18.7 All employees in this unit are eligible, once annually in December, to request payment for up to 100 hours of unused vacation leave. If an employee reaches the annual accrual cap before December, the employee will be able to request vacation payment one additional time during the calendar year, in addition to the December cash out. However, no more than 100 hours of unused vacation leave will be paid out in any calendar year.

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

ARTICLE 19 - ADMINISTRATIVE LEAVE

19.1 The Lieutenants, Deputy Police Chiefs, and Police Records Supervisor are exempt from paid overtime except as specifically authorized by the Police Chief due to extraordinary circumstances. In general, management employees are expected to work the hours necessary to successfully carry out their duties and frequently must return to work or attend meetings and events outside their normal working hours.

19.2 In recognition of these requirements and the 24-hour staffing requirements of Police Departments, all members of this unit who are designated as exempt in Section 19.1 above shall be afforded flexibility in managing their workload and time and are eligible to take a maximum of 64 hours per calendar year of Administrative Leave. Such leave may be taken at any time during the year. Administrative leave hours shall be prorated on a pay period basis 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, however there is no provision to receive cash payment for unused administrative hours. Unused administration leave will not be carried over year to year but can be taken through December 31st of each year.

19.3 Exempt employees understand that the nature of their jobs require that they will work additional hours outside of their regularly scheduled shifts for such activities as occasional meetings, paybacks, briefings, shift preparation, etc. Subject to the approval of the Bureau Commander, exempt employees may shift adjust for such things as court, administrative assignments, filling shift vacancies, lengthy or frequent meetings, training, etc.

ARTICLE 20 - SICK LEAVE

20.1 Sick leave is governed by Section 2.36.420 of the Municipal Code. An employee shall accrue sick leave with pay at the rate of twelve (12) days or the prorated shift equivalent per year of continuous service since the benefit date. Accumulation of sick leave days shall be unlimited.

20.2 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 of employment by death of the employee, a percentage of the dollar value of the employee's accumulated sick leave will be paid to the designated beneficiary or beneficiaries according to the following schedule:

A. Death - 25%

B. Retirement and actual commencement of PERS benefits:

1. After twenty years of continuous employment - 20%
2. After twenty-five years of continuous employment – 25%
3. After thirty years of continuous employment – 30%

ARTICLE 21 - FAMILY LEAVE

21.1 An employee may take up to 48 hours of sick leave per year if required to be away from the job to personally care for a member of his/her immediate family. This applies regardless of whether an employee is eligible for the Family/Medical leave described below.

21.2 An employee may take up to 56 hours of sick leave per year if that family member is part of the employee's household and is hospitalized. The employee shall submit written verification of such hospitalization. This applies regardless of whether an employee is eligible for the Family/Medical leave described below.

21.3 For purposes of this article, immediate family is defined as: spouse/registered domestic partner; child; brother; sister; parent; parent-in-law; stepparent; stepbrother; stepsister; grandparent; grandchild; any other relative living in the same household; a designated person as defined in the City's Family and Medical Leave Policy; or any other relative as defined by Labor Code 233 and/or Assembly Bill 1522.

21.4 The amounts shown in 21.1 and 21.2 above are annual maximums, not maximums per qualifying family member.

21.5 In conjunction with existing leave benefits, unit employees with one year of City service who have worked at least 1,250 hours in the last year, may be eligible for up to 12 weeks of Family/Medical Leave within any 12-month period. If eligible for Family/Medical Leave, employees must use all available sick, vacation, 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 22 - BEREAVEMENT LEAVE

At each employee's option, up to five days of sick leave may be used to be absent from duty due to the death of a member of the employee's immediate family, defined as: spouse/registered domestic partner; child; brother; sister; parent; parent-in-law; stepparent; stepbrother; stepsister; grandparent; grandchild; any other relative living in the same household; a designated person as defined in the City's Family and Medical Leave Policy.

The employee may be required to submit proof of relative's death within 30 days of the first day of bereavement leave taken. False information concerning the death or relationship shall be cause for discharge. The five days of leave is per qualifying family member and must be used within three months following the relative's death.

ARTICLE 23 - CATASTROPHIC LEAVE

Employees may participate in the Catastrophic Leave program in accordance with the City's Catastrophic Leave Policy.

ARTICLE 24 - 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 25 - JURY DUTY AND MILITARY LEAVES

25.1 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 his/her regular daily rate received from the City. The difference between the time required to be spent on jury duty and the normal workday of the employee shall be spent performing the employee's regular job assignments unless the department head, upon approval of the Director of Human Resources, determines this not to be practical.

25.2 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 26 - GRIEVANCE PROCEDURE

26.1 A grievance is defined as an alleged violation, misinterpretation or misapplication of the personnel rules and regulations or of any Memorandum of Understanding, excluding disciplinary matters, or any existing written policy or procedure relating to wages, hours or other terms and conditions of employment excluding disciplinary matters.

26.2 Each grievance shall be handled in the following manner:

- A. The employee who is dissatisfied with the response of the immediate supervisor shall discuss the grievance with the supervisor's immediate superior. The employee shall have the right to choose a representative to accompany them at each step of the process. If the matter can be resolved at that level to the satisfaction of the employee, the grievance shall be considered terminated.
- B. If still dissatisfied, the employee may immediately submit the grievance in writing to the Police Chief for consideration, stating the facts on which it was based, including the provision of the rules, regulations, or agreement said to be violated, and the proposed remedy. This action must take place within 15 business days of the occurrence of the grievance. The Police Chief shall promptly consider the grievance and render a decision in writing within 15 business days of receiving the written grievance. If the employee accepts the Police Chief's decision, the grievance shall be considered terminated.
- C. If the employee is dissatisfied with the Police Chief's decision, the employee may immediately submit the grievance in writing to the Human Resources

Director within five business days of receiving the Police Chief's decision. The Human Resources Director shall confer with the employee and the Police Chief and any other interested parties and shall conduct such other investigations as may be advisable.

- D. The results or findings of such conferences and investigations shall be submitted to the City Manager in writing within fifteen (15) 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 (15) business days of receiving the Human Resources Director's results and findings. Such decision shall be final unless the employee desires the Personnel Board to review the decision. If such is the case, the employee will have five (5) business days following receipt of the City Manager's decision to submit a written request to the Personnel Board through the Human Resources Director for a review of the decision. The Personnel Board within thirty (30) business days shall review the record and either (1) issue an advisory opinion to the City Manager; or (2) conduct a hearing on the matter. If a hearing is held, an advisory opinion shall be rendered by the Board within ten (10) business days of the close of such hearing. If an opinion signed by at least three (3) members of the Personnel Board recommends overruling or modifying the City Manager's decision, the City Manager shall comply or appeal this recommendation to the City Council. Such appeal shall be filed with the City Clerk within three (3) business days of the Board's action. If appealed,

the City Council shall review the case on the record and render a final decision within fifteen (15) business days of submittal.

ARTICLE 27 - DISCIPLINARY ACTION

Except in cases of disciplinary suspensions of less than one work week, the standards for the discipline of exempt employees shall generally be consistent with the standards for discipline of non-exempt employees. Thus, such exempt employees may be subject to termination, demotion or reduction in compensation for any of the reasons set forth in Section 2.36.320 of the Personnel Rules and Regulations. In conformity with the Fair Labor Standards Act, a disciplinary suspension of less than one week may be imposed only for a violation of City safety rules of major significance. Minor violations of rules and regulations may result in lesser disciplinary actions, such as oral or written reprimands, counseling, or special training, etc.

ARTICLE 28 - IMPASSE PROCEDURE

28.1 MEDIATION

A. Mediation may be requested only after the possibility of settlement by direct discussion (meet and confer) has been exhausted. Mediation may be requested by scheduling a meeting with the Employee Relations Officer (City Manager).

1. The Employee Relations Officer shall convene a meeting between the chief negotiator for the Association, one other representative of the Association, the Employee Relations Officer and one other representative of the City:

- a. To review the position of the parties in a final effort to reach agreement or reduce the points of disagreement; and
- b. If agreement is not reached, to make arrangements for mediation.

B. Following the meeting with the Employee Relations Officer, only the disputed issues shall be submitted to mediation. The mediator shall be selected from the State Mediation and Conciliation Service by mutual consent. All mediation proceedings shall be private and confidential, and the mediator shall make no public recommendation nor take any public position at any time concerning the issue. Any fees or expenses of mediation shall be shared equally by the City and the Association.

C. Mediation shall be terminated if agreement has not been reached in 30 days unless extended by mutual agreement.

28.2 FACT-FINDING

- A. If mediation fails to resolve all issues, the unresolved issues shall be referred to "fact-finding." The factfinder shall be selected by mutual consent.
- B. The City and the Association shall submit its position on each unresolved issue and its last offer of settlement to the factfinder. After due consideration, the factfinder shall recommend on each issue using factors traditionally taken into consideration in determination of wages, hours and other terms and conditions of employment in the public sector.
- C. Within ten (10) days of commencing fact-finding, recommendations of the factfinder shall be reported in writing at a meeting of representatives of the City and the Association. Each party shall accept, reject or propose alternatives to the fact-finder's recommendations. Any recommendations or alternatives not accepted by both parties within fifteen (15) days of receiving the fact-finder's recommendations will be presented to the City Council.
- D. After a hearing where the chief negotiator for the Association, one other representative of the Association, the Employee Relations Officer and one other representative of the City have presented their position on the fact-finder's recommendations, the City Council may accept or reject any recommendation. All proceedings and recommendations of fact-finding shall be private and confidential. Any fees or expenses shall be equally shared by the City and the Association.

ARTICLE 29 - 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 \$575.00 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 30 - FULL AGREEMENT

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. In the event any new practice or subject matter arises during the term of this Agreement and an action is proposed by the City, the Association will be afforded notice and shall have the right to meet and confer upon request.

ARTICLE 31 - 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 Section 13 of City Resolution No. 6620.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2023, except that those provisions which have specific implementation dates shall be implemented on those dates and shall remain in full force and effect until midnight June 30, 2027.

ARTICLE 33 - AUTHORIZED AGENTS

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

- A. The Association's principal authorized agent shall be the President (address: 1042 Walnut Street, San Luis Obispo, California 93401; telephone: (805) 781-7313).
- B. Management's principal authorized agent shall be the Human Resources Director or their duly authorized representative (address: 990 Palm Street, San Luis Obispo, California 93401; telephone: (805) 781-7250).

ARTICLE 34 - SIGNATURES

1. Classifications covered by this Agreement and included within this unit are Police Sergeant, Police Lieutenant, Deputy Police Chief, Communications Supervisor, and Police Records Supervisor.
2. This Agreement does not apply to Temporary Employees or Part-time Employees.

This Agreement was executed on July 11, 2023, by the following parties:

CITY OF SAN LUIS OBISPO

SAN LUIS OBISPO POLICE OFFICERS'
ASSOCIATION

Nickole Domini, Human Resources Director

Aaron Schafer, SLOPSOA President

Chad Pfarr, SLOPSOA Vice President

Other City Negotiating Team Members

Brittani Roltgen, Human Resources Manager
Jeff Andrews, Human Resources Analyst

Other SLOPSOA Negotiating Team Members

Caleb Kemp
Jason Dickel

APPENDIX A – SALARY RANGE LISTING

Salary Range Listing - July 2023 to June 2027

July 2023								
<i>Summary of Changes: 3%COLA all classifications, and the following market equity adjustments: 7% Sergeant, 15.25% Lieutenant 18.5% Deputy Police Chief, 2% Police Records Supervisor, 8% Communications Supervisor</i>								
Title	Job	Grade	Annual Step 1	Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6
Police Sergeant	74500	800	\$ 122,174	\$ 128,596	\$ 135,356	\$ 142,480	\$ 149,968	\$ 157,872
Police Lieutenant	75500	805	\$ 158,964	\$ 167,336	\$ 176,150	\$ 185,432	\$ 195,182	\$ -
Deputy Police Chief	76100	810	\$ 187,876	\$ 197,756	\$ 208,156	\$ 219,102	\$ 230,620	\$ -
Police Records Supervisor	75201	850	\$ 77,038	\$ 81,094	\$ 85,358	\$ 89,856	\$ 94,588	\$ 99,554
Communications Supervisor	75200	855	\$ 92,222	\$ 97,084	\$ 102,180	\$ 107,562	\$ 113,230	\$ 119,184
July 2024								
<i>Summary of Changes: 3%COLA all classifications</i>								
Title	Job	Grade	Annual Step 1	Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6
Police Sergeant	74500	800	\$ 125,814	\$ 132,444	\$ 139,412	\$ 146,744	\$ 154,466	\$ 162,604
Police Lieutenant	75500	805	\$ 163,748	\$ 172,354	\$ 181,428	\$ 190,970	\$ 201,032	\$ -
Deputy Police Chief	76100	810	\$ 193,466	\$ 203,658	\$ 214,370	\$ 225,654	\$ 237,536	\$ -
Police Records Supervisor	75201	850	\$ 79,352	\$ 83,538	\$ 87,932	\$ 92,560	\$ 97,422	\$ 102,544
Communications Supervisor	75200	855	\$ 95,030	\$ 100,022	\$ 105,274	\$ 110,812	\$ 116,636	\$ 122,772
July 2025								
<i>Summary of Changes: 3%COLA all classifications</i>								
Title	Job	Grade	Annual Step 1	Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6
Police Sergeant	74500	800	\$ 129,610	\$ 136,422	\$ 143,598	\$ 151,164	\$ 159,120	\$ 167,492
Police Lieutenant	75500	805	\$ 168,688	\$ 177,554	\$ 186,888	\$ 196,716	\$ 207,064	\$ -
Deputy Police Chief	76100	810	\$ 199,290	\$ 209,768	\$ 220,818	\$ 232,440	\$ 244,660	\$ -
Police Records Supervisor	75201	850	\$ 81,744	\$ 86,034	\$ 90,558	\$ 95,316	\$ 100,334	\$ 105,612
Communications Supervisor	75200	855	\$ 97,864	\$ 103,012	\$ 108,446	\$ 114,140	\$ 120,146	\$ 126,464
July 2026								
<i>Summary of Changes: 3%COLA all classifications</i>								
Title	Job	Grade	Annual Step 1	Annual Step 2	Annual Step 3	Annual Step 4	Annual Step 5	Annual Step 6
Police Sergeant	74500	800	\$ 133,510	\$ 140,530	\$ 147,914	\$ 155,688	\$ 163,878	\$ 172,510
Police Lieutenant	75500	805	\$ 173,706	\$ 182,858	\$ 192,478	\$ 202,618	\$ 213,278	\$ -
Deputy Police Chief	76100	810	\$ 205,270	\$ 216,060	\$ 227,422	\$ 239,382	\$ 251,992	\$ -
Police Records Supervisor	75201	850	\$ 84,188	\$ 88,608	\$ 93,262	\$ 98,176	\$ 103,350	\$ 108,784
Communications Supervisor	75200	855	\$ 100,802	\$ 106,106	\$ 111,696	\$ 117,572	\$ 123,760	\$ 130,260