(b) If the bargaining unit, its officers, or its authorized representatives violate subsection (a) or tolerate the violation of such provision, and after notice to responsible officers or business representatives of the bargaining unit such officers or representatives fail to take such prompt affirmative action to correct and terminate the conduct described in subsection (a), in addition to any other law, remedy, or disciplinary action to which it or its officers or representatives may be subject, said organization shall, by action of the City Manager, also be subject to suspension or revocation of the recognition granted to such bargaining unit representative as defined in Section 1 of this agreement, and the City Manager may suspend or cancel any or all payroll deductions payable to or on behalf of members of such representative and prohibit or restrict the use of any City facility of any nature whatsoever, and restrict access by said officers or representatives to work or duty stations of employees in the representation unit. Such action on the part of the City Manager shall not be subject to review under the provisions of the grievance procedure.

Section 28. Carry Out of Assignments

Employees shall carry out all instructions issued by their supervisors regarding work assignments. If there are any complaints in regard to the work assignment, the employee may exercise the right to use the grievance procedure after the instruction has been carried out.

Section 29. Attendance

Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the personnel ordinance, rules and regulations, and this Memorandum of Understanding. Notice shall consist of a letter by registered mail delivered to the last known address of the employee. In evaluating whether to discharge an employee for failure to return to duty, the City Manager may consider whether there were extenuating circumstances which prevented the employee from returning to duty within the time period required.

Section 30. Past Practices and Existing Memorandum of Understanding

(a) Continuation of working conditions and practices not specifically provided herein or authorized by ordinance or resolution of the City Council shall not be guaranteed by this Memorandum of Understanding.

(b) This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the bargaining unit, personnel rules, regulations, resolutions, and ordinances.

(c) As to any subject matter which is not covered in this Memorandum of Understanding, the personnel rules and regulations, City ordinances, and City resolutions shall be applicable. Said documents shall not be deemed to be provisions of this Memorandum of Understanding or subject to the grievance procedure except where expressly so provided in Section 25.

Section 31. Negotiable Benefits

The inclusion of certain benefits in this Memorandum of Understanding shall not preclude the City and bargaining unit from meeting and conferring and agreement upon other or substituted benefits in subsequent Memoranda of Understanding.

Section *32*. Separability of Provisions

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

Section *33*. Enforcement of Rules

Failure to enforce a provision of this Memorandum of Understanding, City or departmental rule or policy does not prevent subsequent enforcement.

Section *34*. Term

This Memorandum of Understanding, entered into on the 8th day of March, 2001, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from February 1, 2001 to January 31, 2005, except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding, with modifications negotiated by and between the parties, and thereafter approved pursuant to San Bruno City Council Resolution 2001-21 .