

**AMENDMENT TO THE 2008 THROUGH 2011  
MEMORANDUM OF UNDERSTANDING BETWEEN  
REPRESENTATIVES OF THE CITY OF SAN FERNANDO AND  
THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION POLICE  
MANAGEMENT UNIT**

WHEREAS both the leadership and management members of the San Fernando Police Officers' Association ("Association") recognize that the City of San Fernando ("City") is in financial hardship, and the Association has a vested interest in the success and sustainability of the City, the Association has approached the City and is hereby seeking to amend the Memorandum of Understanding (MOU) for members of the management unit in order to assist the City with dealing with the financial crisis.

WHEREAS in Article 5.01 (B) of the Memorandum of Understanding (MOU) between the City of San Fernando ("City") and the San Fernando Police Officers' Association Police Management Unit ("Association"), entitled "Salary," the City and Association agreed that City shall, effective the first day of the pay period that includes July 1, 2009, increase the base salary of all represented classes by 2.5% (which represents approximately ninety-seven and one-half percent (97.5%) of the median, per the compensation report of August 15, 2007, prepared by Johnson & Associates).

WHEREAS representatives of the City and Association have met and conferred in good faith and have fully complied with the requirements of Government Code §§ 3500 et. seq.;

IT IS HEREBY AGREED that effective the first day of the pay period that includes July 1, 2009, the City shall, in lieu of providing the 2.5% base salary increase, increase each affected employee's accrual of Annual Leave (AL) by 2 hours biweekly. Effective July 1, 2011, or sooner should the City, in its discretion, be able to do so, employees will receive the 2.5% base salary increase and will concomitantly revert to their customary AL accrual rates, exclusive of the additional 2 hours biweekly accrual.

IT IS HEREBY FURTHER AGREED that Article 4.01 of the MOU, entitled "Annual Leave," shall be amended as follows:

**4.01 Annual Leave**

Employees earn Annual Leave in lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

160 hours for 1 – 5 years of City service

200 hours for 6 – 10 years of City service

240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Chief of Police or designee.

Unit members may, at the employee's discretion, accrue up to 880 hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

In the last payroll period in December of each year excluding 2009, unit members may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at their regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

During the period that employees' 2.5% salary is converted to additional AL accrual, the yearly accrual set forth above shall be increased by 52 hours at each level.

IT IS HEREBY FURTHER AGREED that Article 8.00 of the MOU, entitled "Certificate Pay" shall be amended to include the following new section:

**8.02 Tuition Reimbursement**

City shall defer Tuition Reimbursement payments to unit employees for a period of one year effective July 1, 2009. Tuition Reimbursement payments during the period of deferment to management unit employees shall be resumed effective July 1, 2010 and deferred Tuition Reimbursements will be paid beginning July 1, 2010. The deferred Tuition Reimbursements will be in addition to the \$3,000 per year in accordance with prevailing City policy.


IT IS HEREBY FURTHER AGREED that the above amendments are contingent upon the following conditions:

1. City shall maintain all current medical and retirement benefits for unit employees.
2. City shall not layoff full-time public safety employees. Any necessary layoffs shall first occur with non-public safety employees.
3. City shall not embark on non-essential spending out of the general fund until the Association and Association Management Unit contractual raises are first made good.
4. City shall agree to give no other pay raises or new cost item benefits to other employee groups during the period the SFPOA Police Management Unit has accepted AL in lieu of contractual pay raise.

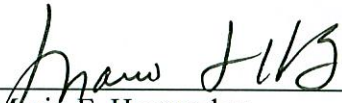
This shall be the only amendment to the 2008 – 2011 MOU. All other provisions in the MOU shall remain in full force and effect. This AMENDMENT shall be of no force or effect unless or until approved by the City Council of the City of San Fernando.


**City of San Fernando**

**San Fernando Police Officers' Association  
(SFPOA) Police Management Unit**

  
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Steven Veres                      9/30/09  
Date  
Mayor

  
\_\_\_\_\_  
Kevin Glasgow                      9/22/09  
Date  
President, SFPOA

  
\_\_\_\_\_  
Mario F. Hernandez                      9.22.09  
Date  
Mayor Pro Tem

  
\_\_\_\_\_  
Tony Vairo                      9/22/09  
Date  
Treasurer