

SIDE LETTER OF AGREEMENT

CITY OF SAN FERNANDO

AND

SEIU LOCAL 721/SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION

This side letter of agreement is by and between the CITY OF SAN FERNANDO ("City") and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721/SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION ("SFPEA") (collectively "the Parties") and is entered into with respect to the following;

WHEREAS, City and SFPEA have previously entered into a memorandum of understanding ("MOU") covering the period July 1, 2009 through June 30, 2012, which subsequently was extended by agreement to expire June 30, 2014; and

WHEREAS, the Parties thereafter have agreed because of serious City economic difficulties to furloughs of employees represented by SFPEA; and

WHEREAS, the Parties have determined to memorialize their agreement on furloughs by this side letter;

NOW, THEREFORE, the Parties hereby agree as follows:


1. Each employee in the SFPEA bargaining unit shall be furloughed without pay on 18 days during the period July 1, 2013, to March 31, 2014. Furlough days shall generally be scheduled on Fridays and at the rate of two per month. Furloughs shall be served at eight hour days. Furloughs can be taken on days other than Friday for current weekend and flex employees.
2. The City shall continue to fund all other City paid benefits in full during the furlough period (July 1, 2013 to March 31, 2014) to the same extent as provided in the current MOU between the City and SFPEA.
3. If a SFPEA bargaining unit employee is called back to work on a furlough day, that employee shall be paid in accordance with section 12.08 of the SFPEA MOU.
4. The work schedule during the furlough period shall be four days per week, nine hours per day (the "4/9 schedule").
5. In months which include five Fridays (August and November, 2013, and January 2014) some bargaining unit members may be required to work on the fifth Friday of such month depending on their current 9/80 schedule.
6. At the end of the furlough period, i.e. on April 1, 2014, bargaining unit members shall revert to their pre-furlough period schedules.

7. During the period July 1, 2013 to March 31, 2014, there shall be no layoff of any employee represented by SFPEA.
8. The City agrees it will not contract out any bargaining unit work during the furlough period. However, should the Property Owners Business Improvement District (PBID) be approved by the affected property owners, they will have the prerogative to contract out mall maintenance work. In such case, the City shall ensure that bargaining unit members allocated to this work shall be retained, and may be assigned to other duties.
9. All unit employees hired on or after the date the Employee Work Furlough Program agreement is adopted by the City Council shall have furlough hours prorated based on the date of hire.
10. All other terms and provisions of the MOU not modified herein shall remain in full force and effect unless subsequently amended in writing by agreement of the Parties.

Dated: July 1, 2013

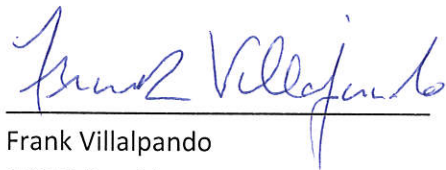
Signatures:

FOR CITY OF SAN FERNANDO:

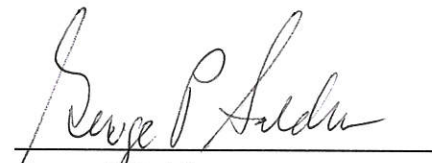


Don Penman
Interim City Administrator

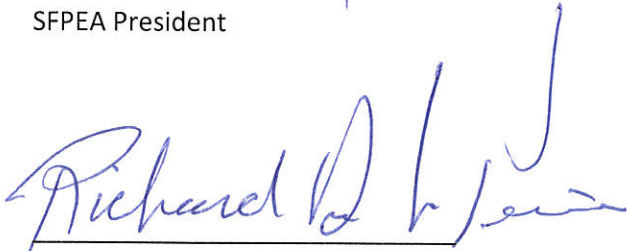
FOR SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION:



Frank Villalpando
SFPEA President



George P. Saldivar
Chief Negotiator



Richard De La Pena
SFPEA Boardmember