



SAN FERNANDO CITY COUNCIL
SPECIAL MEETING NOTICE AND AGENDA
SEPTEMBER 23, 2019 – 5:00 PM
CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

NOTICE IS HEREBY GIVEN that the San Fernando City Council will hold a Special Meeting on **Monday, September 23, 2019, at 5:00 p.m.**, in the City Hall Council Chambers, located at 117 Macneil Street, San Fernando, California.

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Antonio Lopez
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by City Manager Nick Kimball

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council. Only matters contained in this notice may be considered.

RECESS TO CLOSED SESSION

- A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiators:
City Manager Nick Kimball

SAN FERNANDO CITY COUNCIL

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City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

RECONVENE/REPORT OUT FROM CLOSED SESSION

ADMINISTRATIVE REPORTS

1) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 1932) between the City of San Fernando and the San Fernando Police Officers' Association for a five-year term (July 1, 2019 through June 30, 2024); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: September 20, 2019 (4:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Special Meeting
San Fernando City Council

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To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: September 23, 2019

Subject: Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 1932) between the City of San Fernando and the San Fernando Police Officers' Association for a five-year term (July 1, 2019 through June 30, 2024);
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On June 15, 2015, the City and San Fernando Police Officers' Association (SFPOA) executed a four-year Memorandum of Understanding (MOU) for the term of July 1, 2015 through June 30, 2019 (Contract No. 1789).
2. On April 3, 2017, the City and SFPOA executed a Side Letter Agreement (Contract No. 1789(a)) to pay out 8 hours per month in Holiday In-lieu Pay rather than accruing Holiday Leave to address staffing shortages in the ranks of the sworn personnel that made granting time off difficult and costly.
3. In April 2019, the City and SFPOA met to begin negotiations for a successor MOU. The City and SFPOA met regularly between April 2019 and September 2019.
4. In September 2019, the two parties reached a tentative agreement for a successor MOU (Attachment "A").

Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association

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ANALYSIS:

After meeting on multiple occasions over the past year, the City and SFPOA have tentatively agreed to a new MOU (Attachment "A"). The MOU addresses some of the City's long-term issues, including the following: 1) reduces the City's health insurance contribution to the third most expensive CALPERS monthly plan premium, 2) decreases health benefit opt-out payments, and 3) increases the amount employees contribute toward pension benefits. In exchange, employees will receive modest annual salary adjustments and slightly increased incentive pay for Special Assignments and POST (Peace Officer Standards and Training) certification/higher education.

The most significant terms are highlighted below:

1. Term: Five-year MOU covering the period July 1, 2019 through June 30, 2024.
2. Salary:
 - July 1, 2019: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
 - July 1, 2020: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
 - July 1, 2021: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
 - July 1, 2022: 4.0% with Classic CalPERS employees picking up 1.0% of the City's CalPERS cost (net increase 3.0%).
 - July 1, 2023: 3.0%

At the end of the Agreement, POA employees will be contributing 4.0% of their salary to pay a portion of the City's CalPERS pension costs.

3. Medical Premium Contribution: Reduces the City's contribution toward medical premiums from 95% of the average of the two most expensive plans to contributing up to the premium cost for the third most expensive plan.
4. Medical Insurance Opt-out Program: The amount paid to employees that opt-out of the City's health benefits will be reduced from the highest single party rate (currently \$813 per month) paid as taxable income to \$210 paid into a Retiree Health Savings Account with no taxable cash back.
5. Holiday In-lieu Pay: In lieu of accruing 96 hours of Holiday Leave each year, POA employees will be paid 8 hours per month of Holiday In-Lieu pay (non-PERSable).

Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association

6. Longevity: Effective July 1, 2023, the second tier longevity benefit will be eliminated and all employees will be eligible for first tier longevity benefits.
7. Special Assignment Pay: All Special Assignments (i.e. Field Training Officer, Motor Officer, Canine Officer, Detective, and School Resource Officer) currently receive a flat \$400 per month. The flat pay will be replaced with a 6.0% premium pay, which is roughly equal to the current \$400 per month.
8. POST Certification Pay: All POST Certifications (i.e. Intermediate, Advanced/Bachelor Degree, Supervisor/Master Degree) currently receive a flat monthly stipend. The flat pay will be replaced with 4.0% additional pay for Intermediate POST certificate, 4.0% additional pay for Advanced POST certificate or a Bachelor Degree, and 2.5% additional pay for Supervisory POST certificate or a Master Degree.
9. Call-back Pay: Officers that are called back to work after a regularly scheduled shift will be paid for a minimum of 3-hours and Officers required to work from home for more than 15 minutes will be paid for a minimum of 1-hour.

BUDGET IMPACT:

The total annual net additional cost of the proposed MOU is outlined in the table below:

| Fiscal Year | General Fund | Retirement Fund | Employee PERS Contribution |
|---------------------------|---------------------|------------------------|-----------------------------------|
| 2019-2020 Additional Cost | \$ 135,230 | \$ 22,475 | \$19,215 |
| 2020-2021 Additional Cost | \$ 135,515 | \$ 7,750 | \$20,715 |
| 2021-2022 Additional Cost | \$ 140,935 | \$ 7,300 | \$22,300 |
| 2022-2023 Additional Cost | \$ 146,572 | \$ 6,800 | \$23,980 |
| 2023-2024 Additional Cost | \$ 114,325 | \$ 21,490 | \$2,530 |

Sufficient contingency funds have been included in the Fiscal Year 2019-2020 Adopted Budget to cover the additional cost.

CONCLUSION:

Staff believes the proposed MOU between the City and SFPOA represents a balanced agreement that provides fair compensation to SFPOA employees in exchange for concessions that will limit the City's long-term health care costs exposure, decrease pension costs through cost sharing with employees, and improves the City's long-term stability.

Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association

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ATTACHMENT:

A. Contract No. 1932

THE CITY OF
SAN FERNANDO

INCORPORATED
AUG. 31, 1911

CALIFORNIA

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

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

&

**City of San Fernando
(City)**

MOU TERM

July 1, 2019 – June 30, 2024

CITY CONTRACT NO.

ADOPTION DATE

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ARTICLE 1 INTRODUCTION

1.01 PREAMBLE

This Memorandum of Understanding (“MOU”), by and between the San Fernando Police Officers’ Association, (the “Association”), and the City of San Fernando (the “City”) (collectively referred to herein as “the parties”) has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that impact the employees within this bargaining unit.

1.02 RECOGNITION

The City recognizes the Association as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation. The term “employee” or “employees” is used in this MOU to refer to those employees in the classifications of Police Officer, Sergeant, and such other classifications within ranks as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION

This MOU constitutes the parties’ joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

1.04 PROVISIONS OF LAW AND SEVERABILITY

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

1.05 DURATION

This MOU shall be effective beginning 12:00 am on July 1, 2019, and shall terminate at 11:59 pm on June 30, 2024.

On or about April 1, 2024, the Association may present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in the MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

1.06 CITY RIGHTS

The City's rights 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 governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of 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 of performing its work.

1.07 EMPLOYEE RIGHTS

Employees 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 condition of employment. Employees 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 by the City or by any employee organization because of the exercise of these rights.

ARTICLE 2 INSURANCE BENEFITS

2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

Effective January 1, 2016, the City’s contribution for medical insurance benefits on behalf of each unit employee and eligible dependent(s) shall be capped at ninety five percent (95%) of the average cost of the two most expensive PEMHCA plans for Los Angeles Area Region only, available at each plan level (i.e. employee, employee+1, and family). An employee who elects to enroll in a medical plan that exceeds 95% of the average of the two most expensive PEMHCA plans shall pay the difference by pre-tax payroll deduction.

The City contracts with the California Public Employees’ Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment.

Effective beginning January 1, 2020, the City shall pay the full cost of employee’s selected medical insurance plan, not to exceed the premium costs of the third most expensive plan available at each plan level (i.e., employee, employee+1, and Employee +2 or more) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for medical premiums in 2020 shall be as follows:

| | January 1, 2020 |
|----------------|-----------------|
| Employee only: | \$813 |
| Employee + 1: | \$1,626 |
| Family: | \$2,114 |

An employee who elects to enroll in a medical plan that exceeds the City’s contribution for the third highest plan offered shall pay the difference through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

Vision and Dental Insurance

In addition to medical insurance premiums, the City shall continue to provide fully paid dental and vision coverage for all employees and eligible dependents.

Opt Out

Unit employees may elect to discontinue participation in the City’s Medical Insurance Plan (“Opt Out”), subject to the provisions set forth below. The intent of this provision is to share cost

savings that the City will derive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California), and must waive any liability to the City for their decision to cease under the City's medical insurance plan.
2. For employees who opt-out of City medical insurance coverage the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.
3. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier
4. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a. Receiving the City's contribution for medical insurance, as outlined above, and selecting coverage as a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

2.02 MEDICAL INSURANCE FOR RETIREES

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.

2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.
 - b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.
3. Tier III: Employees hired on or after July 1, 2015:
 - a. If the employee retires from the City, PEMHCA minimum (currently \$136 per month for 2019), in accordance with California Government Code Section 22892.
 - b. The City will contribute \$150 per month into a Retiree Medical Trust Account (RMTA) Employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

2.03 LIFE INSURANCE

The City shall provide Life and Accidental Death & Dismemberment insurance to each employee and pay the required premiums. The benefit of said insurance shall be equal to fifty-thousand dollars (\$50,000).

2.04 LONG-TERM DISABILITY INSURANCE

The City shall continue to provide and pay for a long-term disability policy for unit members.

ARTICLE 3 RETIREMENT BENEFITS

3.01 RETIREMENT FORMULA

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

The City provides retirement benefits to eligible unit employees through CalPERS as set forth below: The definitions of “new” member and “classic” member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

1. First Tier: “Classic” members hired prior to January 6, 1994 will receive the 3% at 50, highest twelve (12) consecutive months compensation retirement calculation.

Second Tier: “Classic” members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months average compensation retirement calculation.

Third Tier: “Classic” members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months average compensation retirement calculation.

Fourth Tier: “New” members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months average compensation retirement calculation.

3.02 CALPERS CONTRIBUTIONS

1. Employer Paid Member Contributions for Classic Members

The City shall pay 9.0% of compensation earnable towards the employee’s required CalPERS contribution for “Classic” CalPERS members. This payment shall be treated as a “pick up” of employee contributions pursuant to Internal Revenue Code section 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution (“EPMC”) to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

2. PEPRA Member Contributions

In accordance with PEPRA, “New” members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

3. CalPERS Cost Sharing

Classic employees shall pay an additional pension contribution as cost sharing in accordance with California Government Code section 20516(f) as follows:

- Effective on the first day of the first full pay period after July 1, 2019: one percent (1%), for a total of one percent (1%) cost sharing of the City’s contribution.
- Effective July 1, 2020: an additional one percent (1%), for a total of two percent (2%) cost sharing of the City’s contribution.

- Effective July 1, 2021: an additional one percent (1%), for a total of three percent (3%) cost sharing of the City's contribution.
- Effective July 1, 2022: an additional one percent (1%), for a total of four percent (4%) cost sharing of the City's contribution.

3.03 OTHER RETIREMENT BENEFITS

The City also provides the following retirement benefits:

1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov't Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, up to a 5% Annual Cost-of-Living Allowance, as determined by CalPERS. For employees who initially entered CalPERS membership on or after January 6, 1994, up to a 2% Annual Cost-of-Living Allowance, as determined by CalPERS (Gov't Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov't Code §21574).

ARTICLE 4 LEAVE BENEFITS

4.01 VACATION LEAVE

Vacation 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 vacation leave to accrue on a payroll-to-payroll basis prorated in accordance with the following rates:

- | | |
|-------------------------------------------------------|---------------|
| 1. 90 hours per year for 1 – 4 years of service | 180 hours cap |
| 2. 135 hours per year for 5 – 14 years of service | 270 hours cap |
| 3. 180 hours per year for 15 or more years of service | 360 hours cap |

Vacation leave may be taken upon prior approval and in the manner prescribed by the Police Chief, or his/her designee, to the extent accumulated from payroll period to payroll period.

Unit members may, at the employee's discretion, carry over up to and including two years' worth of his/her current annual vacation allowance for use in the following year.

An employee shall have the option to transfer unused, accrued vacation leave to his/her compensatory time off (CTO) leave bank at any one time per year selected by the employee, but

in no event shall the employee's CTO bank exceed 100 hours.

An employee who is denied vacation leave due to Department staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation leave over and above that cap until such time as the Department is able to schedule sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

4.02 HOLIDAY PAY

In recognition of the fact that employees do not receive holidays as days off, the City shall pay employees, at their Regular Rate of Pay, an additional eight (8) hours per month as Holiday-in-Lieu pay. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act. Such holiday pay shall be in recognition of the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Cesar Chavez' Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans' Day
11. Thanksgiving Day
12. Christmas Day

4.03 SICK LEAVE

Employees shall accrue 8 hours of sick leave per month (3.692 hours each pay period). Employees may use sick leave only once accrued.

An employee will be allowed to carry over a maximum of eight hundred (800) hours of accrued sick leave from one calendar year to the next. In the last payroll period in December each year, the City shall pay employees for fifty percent (50%) of all accrued sick leave in excess of eight hundred (800) hours at their Regular Rate of Pay.

An employee who retires from City service and who receives an industrial disability pension or a service retirement pension from CalPERS, shall be paid at their Regular Rate of Pay for one fourth (1/4th) of their accumulated and unused sick leave, up to a maximum of 173.3 hours paid out (i.e. 1/12th of 2,080 hours).

4.04 BEREAVEMENT LEAVE

Employees shall receive up to three (3) days of paid leave per incident for bereavement purposes.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, child, spouse, or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child over whom ~~an~~ ~~person~~ employee has parental rights.

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The Police Chief may authorize additional days of sick leave for bereavement purposes on an as-needed basis.

4.05 CATASTROPHIC LEAVE DONATION PROGRAM

Unit employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation policy.

4.06 INDUSTRIAL LEAVE

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy as set forth in the City's existing personnel policy handbook.

If an employee receives Workers' Compensation disability payments to which the employee is not entitled while on Labor Code 4850 leave, the employee shall be obligated to deposit the erroneously paid disability payments with the City for return to the appropriate entity.

ARTICLE 5 SALARY

5.01 SALARY

The Base Salary for each represented unit classification shall be as set forth in Exhibit "A" – Salary Schedule.

Effective on the first day of the first full pay period beginning after July 1, 2019, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 above, effective the first full pay period beginning after July 1, 2019.

Effective on the first day of the first pay period beginning after July 1, 2020, the Base Salary for each represented unit classification shall be increased by four percent (4%) with Classic CalPERS members picking up an additional one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 above, for a total pickup of two percent (2.0%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2021, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up an additional one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 above, for a total pickup of three percent (3%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2022, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up an additional one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 above, for a total pickup of four percent (4%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2023, the Base Salary for each represented unit classification shall be increased by three percent (3%)

5.02 DEFINITIONS

As used in this MOU, "Base Salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act.

5.03 CALCULATION OF BENEFITS

If applicable, benefits that are a percentage of Base Salary will be applied to the employee's Base Salary only. If an employee is entitled to multiple percentage-based benefits, each benefit will be calculated against Base Salary independently (i.e., benefits will not be compounded).

ARTICLE 6 LONGEVITY PAY

6.01 LONGEVITY

1. **Tier One:** For unit employees hired prior to January 1, 2012: The City shall pay longevity to all eligible unit members as follows:
 - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the Base Salary step for each employee in this category.
 - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (~~7-1/2~~ 7.5%) over and above the Base Salary step for each employee in this category.
 - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the Base Salary step for each employee in this category.
2. **Tier Two:** For unit employees hired on or after January 1, 2012: Any unit employee hired after January 1, 2012 shall receive longevity pay as follows:
 - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the Base Salary step for each employee in this category.
 - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the Base Salary step for each employee in this category.
 - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the Base Salary step for each employee in this category.
3. **Elimination of Tiers:** Effective July 1, 2023, all unit shall be eligible to receive longevity pay under Tier One.

ARTICLE 7 BILINGUAL PAY

7.01 BILINGUAL

The City shall provide Bilingual Pay in the amount of one hundred dollars (\$100) per month to

employees that satisfy the following conditions:

1. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
2. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

ARTICLE 8 SPECIAL ASSIGNMENT PAYS

The Special Assignment Pays listed below shall each be applied independently to Base Salary.

8.01 FIELD TRAINING OFFICER

The City shall provide special assignment pay to any sworn employee whom the Department designates as a Field Training Officer (FTO) in the amount of six percent (6%) above his or her Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), Training Premium.

8.02 MOTOR OFFICER

The City shall provide special assignment pay to any sworn employee who works as a Motor Officer in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), Motorcycle Patrol Premium.

8.03 CANINE OFFICER

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It

is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City shall provide special assignment pay to any sworn employee assigned to canine duty in the amount of six percent (6%) above his or her Base Salary. In addition, the city shall pay each canine officer 2 hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

To the extent permitted by law, the 6% special assignment pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), Canine Officer/Animal Premium.

8.04 DETECTIVES

The City shall provide special assignment pay to any sworn employee who works as a Detective in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), Detective Division Premium.

8.05 SCHOOL RESOURCE OFFICER

The City shall provide special assignment pay to any sworn employee who works as a School Resource Officer in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and CCR §571.1(b)(3), D.A.R.E. Premium.

ARTICLE 9 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

9.01 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

To receive Post Certificate and/or Educational Incentive Pay, employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall

be paid effective from the date the certificate or degree was officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- Employees with an Intermediate POST certificate will receive an additional four percent (4%) above their Base Salary.
- Employees with an Advanced POST certificate and/or a Bachelor of Arts or Bachelor of Science (BA/BS) Degree will receive an additional four percent (4%) above their Base Salary.
- Employees with a Supervisory POST certificate and/or a Master of Arts or Master of Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their Base Salary.

Employees that were receiving compensation for possession of an Associate Degree as of January 1, 2012 are “grandfathered” and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor’s degree and an Intermediate POST certificate would receive four percent (4%) for the Bachelor’s degree and four percent (4%) for the Intermediate POST certificate, for a total of eight percent (8%) above their Base Salary. If the employee also had a Master’s degree the employee would receive an additional two and one-half percent, for a total of ten and one-half percent (10.5%) above his or her Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(2) and CCR §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

ARTICLE 10 UNIFORM ALLOWANCE

10.01 UNIFORM ALLOWANCE

The City shall provide employees a uniform allowance of \$800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable

for all "Classic" members pursuant to CCR §571(a)(5), Uniform Allowance.

ARTICLE 11 OVERTIME & OTHER COMPENSATION

11.01 OVERTIME

Employees shall receive one and one-half (1.5) times their Regular Rate of Pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time banks exceed one hundred (100) hours.

11.02 COMPENSATORY TIME OFF

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half (1.5) hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the FLSA.

11.03 CALL BACK COMPENSATION

Any unit employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid call back compensation as follows:

1. When the employee is required to physically reports for duty, the employee shall receive ~~at~~ one and one-half (1.5) times the Regular Rate of Pay for the actual time worked, with a minimum of three (3) hours.
2. When the employee is required to performs work by phone or computer, the employee shall receive one and one half (1.5) times the Regular Rate of Pay for the actual time worked, with a minimum of one (1) hour. Telephone calls under 15 minutes per day shall be deemed *de minimus* and receive no compensation.

11.04 ON-CALL/STAND-BY FOR COURT

Employees who, during their off-duty hours, are scheduled to appear in court on behalf of the City shall be paid at one and one-half (1.5) times their Regular Rate of Pay for two (2) hours for the

morning session and two (2) hours for the afternoon session.

If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half (1.5) times his/her Regular Rate of Pay, with a minimum of two (2) hours.

11.05 COURT APPEARANCE PAY

Any employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1.5) times his/her Regular Rate of Pay for the duration of the court appearance, with a minimum of two (2) hours.

ARTICLE 12 OUT OF CLASS PAY

12.01 OUT OF CLASS PAY

Any unit member appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

ARTICLE 13 WORK SCHEDULES & SHIFT SELECTION

13.01 UNIFORMED PERSONNEL

Except as otherwise provided, uniformed personnel shall work a 3/12 – 4/12 schedule. That schedule comprises alternating weeks of:

Week 1: Three (3) consecutive workdays of twelve (12) consecutive work hours followed by four (4) consecutive days off.

Week 2: Four (4) consecutive workdays of twelve (12) consecutive work hours followed by three (3) consecutive days off.

13.02 NON-PATROL PERSONNEL

Non-patrol personnel shall work a 9/80 work schedule. Upon an employee's request, the Police Chief, at his or her sole discretion, may approve the employee to work a 4/10 schedule.

1. Non-patrol personnel working a 9/80 schedule shall have a schedule consisting of alternating weeks of:

Week 1: Four (4) consecutive workdays, of which three (3) workdays consist of nine (9) consecutive hours and one (1) workday consists of eight (8) hours, followed by three (3) consecutive days off.

Week 2: Five (5) consecutive workdays of nine (9) consecutive work hours each, followed by two (2) consecutive days off.

2. Non-patrol personnel approved by the Police Chief to work a 4/10 schedule shall have a schedule consisting of

Week 1: Four (4) consecutive workdays of ten (10) consecutive hours, followed by three (3) consecutive days off.

Week 2: Four (4) consecutive workdays of ten (10) consecutive hours, followed by three (3) consecutive days off.

13.03 CANINE OFFICERS

Employees assigned as Canine Officers shall work a 4/10 schedule that each week consists of four (4) consecutive workdays of ten (10) consecutive hours each followed by three (3) consecutive days off.

13.04 SHIFT SELECTION

Employees shall bid shifts by seniority, according to their time in rank.

13.05 MEALS AND BREAKS

Each shift of the work schedules herein shall comprise one paid meal period of thirty (30) minutes and two (2) paid breaks of fifteen (15) minutes, each.

ARTICLE 14 DISCIPLINARY PROCEDURES

14.01 DISCIPLINARY PROCEDURES

The parties agree that the disciplinary procedures shall follow Rule XV of the City of San Fernando Personnel Rules.

ARTICLE 15 LAYOFFS

15.01 LAYOFFS

In the event it is necessary to lay-off employees due to a reduction in the work force, said lay-off will be by seniority. Seniority for purpose of lay-off shall be determined by the date of original appointment to the class. The seniority list shall include all probationary and permanent employees. Where seniority is equal, the member with the earliest hire time (original appointment to sworn position) shall be determined to have the most seniority.

Temporary and provisional employees in the class involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for lay-off shall have the right to demote to a class within the department, which he/she formally held permanent status. Seniority in this instance would be time served in this class and time in a higher classification.

Probationary and permanent employees shall be laid off in the reverse order of seniority.

ARTICLE 16 ASSOCIATION BUSINESS

16.01 ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or his/her authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. The Association and its members shall be permitted to communicate with one another using the City's e-mail system, provided, however, that such communications are subject to the City's "Computer Resources Policy" regarding electronic mail and the Internet. Violations of that policy will subject the offender to reasonable disciplinary action as stipulated in the said policy.

16.02 ASSOCIATION ACTIVITY ON DUTY

Solicitation of membership and activities concerned with the internal management of any employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

16.03 DUES DEDUCTION

The City agrees that during the term of this MOU, it will deduct monies and remit to the Association as authorized by payroll deduction cards submitted by employees in the same manner as existed in the prior MOU.

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

ARTICLE 17 MAINTENANCE OF BENEFITS

17.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS

The parties agree that the only changes in terms and conditions of employment intended pursuant to this MOU are those specifically provided herein. Any policies, procedures, benefits, or past practices not herein addressed that affect wages, hours, and/or other terms and conditions of employment shall not be revised to adversely affect the employees covered by this MOU during the term of this MOU, unless by mutual agreement of the parties.

ARTICLE 18 POLICIES AND PROGRAMS

18.01 NEPOTISM PROHIBITED

1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the Department and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.

3. For purposes of this section, “relative” means spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If two Department employees marry, the Department reserves the right to transfer the employee with the least City seniority to another assignment within the Department that is consistent with this policy, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs A and B, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

18.02 OTHER POLICIES

The parties agree that during the term of the MOU they shall work in good faith with one another to create or modify, as applicable, the nepotism, fraternization, social media, and administrative appeals policies of the City. Any such policies shall be implemented or modified by mutual agreement of the parties.

ARTICLE 19 PRE-EMPLOYMENT CONTRACT

19.01 PRE-EMPLOYMENT CONTRACT

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a peace officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed \$500 per month for each month short of thirty-six (36). Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$500, or both, at the employee’s option.

EXHIBIT "A"

**SAN FERNANDO POLICE OFFICERS' ASSOCIATION
SALARY SCHEDULES
FY 2019-2024**

(JULY 1, 2019 - JUNE 30, 2020)

| JOB CLASSIFICATION | RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------------------------------|-------------------------|---------------|---------------|---------------|---------------|---------------|
| POLICE OFFICER | 73P | 5924 | 6248 | 6596 | 6953 | 7339 |
| POLICE SERGEANT | 95P | 7363 | 7769 | 8196 | 8647 | 9125 |

(JULY 1, 2020 - JUNE 30, 2021)

| JOB CLASSIFICATION | RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------------------------------|-------------------------|---------------|---------------|---------------|---------------|---------------|
| POLICE OFFICER | TBD | 6161 | 6498 | 6860 | 7231 | 7633 |
| POLICE SERGEANT | TBD | 7658 | 8080 | 8524 | 8993 | 9490 |

(JULY 1, 2021 - JUNE 30, 2022)

| JOB CLASSIFICATION | RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------------------------------|-------------------------|---------------|---------------|---------------|---------------|---------------|
| POLICE OFFICER | TBD | 6407 | 6758 | 7134 | 7520 | 7938 |
| POLICE SERGEANT | TBD | 7964 | 8403 | 8865 | 9353 | 9870 |

(JULY 1, 2022 - JUNE 30, 2023)

| JOB CLASSIFICATION | RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------------------------------|-------------------------|---------------|---------------|---------------|---------------|---------------|
| POLICE OFFICER | TBD | 6663 | 7028 | 7419 | 7821 | 8256 |
| POLICE SERGEANT | TBD | 8283 | 8739 | 9220 | 9727 | 10265 |

(JULY 1, 2023 - JUNE 30, 2024)

| JOB CLASSIFICATION | RANGE NUMBER | STEP A | STEP B | STEP C | STEP D | STEP E |
|-------------------------------|-------------------------|---------------|---------------|---------------|---------------|---------------|
| POLICE OFFICER | TBD | 6863 | 7239 | 7642 | 8056 | 8504 |
| POLICE SERGEANT | TBD | 8531 | 9001 | 9497 | 10019 | 10573 |