

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF SAN FERNANDO

AND

SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721

This Side Letter of Agreement (“Agreement”) between the City of San Fernando (“City”) and the San Fernando Public Employees Association / Service Employees International Union, Local 721 (“SFPEA/SEIU Local 721”) (collectively “Parties”) is entered into with respect to the following:

WHEREAS, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding (“MOU”) for the period of July 1, 2017 through June 30, 2022; and

WHEREAS, due to the negative economic impacts that COVID-19 has had on the City’s revenues, the City faced an initial budget gap of \$1.8 million dollars;

WHEREAS, after making various budget cuts to non-personnel expenses and drawing down reserves, the City still faced an \$800,000 budget gap; and

WHEREAS, the City reached out to its various employee organizations to discuss the City’s financial situation and the City’s interest in alternative solutions to furloughs/layoffs; and

WHEREAS, SFPEA/SEIU Local 721 partnered with the City in reaching a solution; and

WHEREAS, the Parties agreed that, in lieu of furloughs/layoffs and/or more drastic measures, the City would offer a Retirement Incentive to eligible employees; and

WHEREAS, the parties further agreed that the Retirement Incentive Program might impact operations necessitating the Parties Meet and Confer in an attempt to resolve possible service impacts; and

WHEREAS, the success of the Retirement Incentive Program resulted in identified service impacts; and-

WHEREAS, SFPEA/SEIU Local 721 entered into this agreement to address cost savings and operational impacts to ensure that services in the community remain intact, while also maintaining the strength of SFPEA/SEIU Local 721’s ability to continue to provide those services.

NOW THEREFORE, the parties, having had the opportunity to meet and confer, agree as follows:

1. Effective upon the retirement of Treasury Manager, Margarita Solis:

- a. The Treasury Manager position shall be permanently unfilled;
 - b. The Office Clerk position currently held by Luz Cruz shall be:
 - i. Reclassified to Treasurer Assistant with the accompanying duties as set forth in the attached Treasurer Assistant Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 65G and at a step which represents an increase of at least 5% from current step in prior Salary Range 64G; and
 - iii. Represented by SFPEA/SEIU Local 721.
2. Effective upon the retirement of Building and Safety Supervisor, Francisco Villalva:
- a. The Building and Safety Supervisor position shall be permanently unfilled.
 - b. The Community Development Secretary position currently held by Michelle DeSantiago shall be:
 - i. Reclassified to Community Development Technician with the accompanying duties as set forth in the attached Community Development Technician Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 80G and at a step which represents an increase of at least 5% from current step in prior Salary Range 76G; and
 - iii. Represented by SFPEA/SEIU Local 721.
 - c. The Community Preservation Officer Classification shall be reclassified to Community Preservation/Building Inspector with the accompanying duties as set forth in the attached Community Preservation/Building Inspector Class Specification (see Exhibit __ attached); and
 - i. Employees eligible to receive an additional 10% special assignment provided:
 - 1. The employee has obtained certification as a Certified Building Inspector, and
 - 2. The Director of Community Development has appointed and assigned the employee to perform building inspection duties.
 - ii. The assignment of building inspection duties as set forth in paragraph 2(c) above, shall be on an at-will basis (i.e.,

Community Preservation/Building Inspectors shall have no property interest in the continued assignment of such duties and/or appointment to perform such duties).

- d. The parties will discuss reinstating a position to conduct inspection services upon expiration of the existing MOU.
3. Effective upon the retirement of Cultural Arts Supervisor, Virginia Diediker:
 - a. The Cultural Arts Supervisor position shall be permanently unfilled.
 - b. The Program Specialist position currently held by Marisol Diaz shall be:
 - i. Reclassified to Recreation and Community Services Coordinator with the accompanying duties as set forth in the attached Recreation and Community Services Coordinator Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 75G and at a step which represents an increase of at least 5% from current step in prior Salary Range 69G; and
 - iii. Represented by SFPEA/SEIU Local 721.
 - c. The Office Specialist position currently held by Maria Calleros shall be:
 - i. Reclassified to Executive Assistant with the accompanying duties as set forth in the attached Executive Assistant Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 78G and at a step which represents an increase of at least 5% from current step in prior Salary Range 71G; and
 - iii. Represented by SFPEA/SEIU Local 721.
 - d. The Office Specialist position currently held by Linda Moreno shall be:
 - i. Reclassified to Administrative Assistant with the accompanying duties as set forth in the attached Administrative Assistant Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 74G and at a step which represents an increase of at least 5% from current step in prior Salary Range 71G; and
 - iii. Represented by SFPEA/SEIU Local 721.
4. Effective upon the retirement of Public Works Supervisor II, Dale A. Warren and/or Danny Garcia:

- a. One Public Works Supervisor II position shall be permanently unfilled.
 - b. The City shall establish the Public Works Operations Manager classification with the accompanying duties as set forth in the attached Public Works Operations Manager Class Specification (see Exhibit __ attached), and which shall be
 - i. Represented by SFMG/SEIU Local 721; and
 - ii. Compensated at Salary Range 68M.
5. Effective upon the retirement of Equipment and Materials Supervisor, Francisco Avila:
- a. The Equipment and Materials Supervisor position shall be permanently unfilled.
 - b. The Mechanical Helper position currently held by James Dean shall be:
 - i. Reclassified to City Mechanic with the accompanying duties as set forth in the attached City Mechanic Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 79G and at a step which represents an increase of at least 5% from current step in prior Salary Range 67G; and
 - iii. Represented by SFPEA/SEIU Local 721.
6. Effective upon the retirement of Electrical Supervisor, Michael Walker:
- a. The Electrical Supervisor position shall be permanently unfilled.
 - b. The Electrical Helper position that is currently vacant shall be:
 - i. Reclassified to City Electrician with the accompanying duties as set forth in the attached City Electrician Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 79G and at a step which represents an increase of at least 5% from current step in prior Salary Range 70G; and
 - iii. Represented by SFPEA/SEIU Local 721.
7. Effective upon the retirement of Public Works Administrative Coordinator, Lauren Guerra
- a. The Public Works Administrative Coordinator position shall be permanently unfilled.

- b. The Public Works Office Specialist (Field Operations) position currently held by Angela Otremba shall be:
 - i. Reclassified to Public Works Technician with the accompanying duties as set forth in the attached Public Works Technician Class Specification (see Exhibit __ attached); and
 - ii. Compensated at Salary Range 80G and at a step which represents an increase of at least 5% from current step in prior Salary Range 76G; and
 - iii. Represented by SFPEA/SEIU Local 721.
 - c. The Office Specialist (Admin/Engrg) position currently held by Maria Padilla shall be:
 - i. Reclassified to Executive Assistant with the accompanying duties as set forth in the attached Executive Assistant Class Specification (see Exhibit attached); and
 - ii. Compensated at Salary Range 78G and at a step which represents an increase of at least 5% from current step in prior Salary Range 71G; and
 - iii. Represented by SFPEA/SEIU Local 721.
- 8. Effective upon the retirement of Public Works Maintenance Worker, Frank Villalpando, Miguel Flores, and/or Marcos Llamas-Rivera:
 - a. One Public Works Maintenance Worker position shall be permanently unfilled.
 - b. The City shall commence recruitment for no more than two vacant positions.
- 9. Effective upon the retirement of Senior Maintenance Worker, Steven Watts and/or Octavio Senda:
 - a. One Senior Maintenance Worker position shall be permanently unfilled.
 - b. The City shall commence recruitment for no more than one vacant position.
- 10. SFPEA/SEIU Local 721 agrees that because the Building and Safety Supervisor position shall be permanently unfilled upon the incumbent's retirement, some of that position's duties are being transferred out of the bargaining unit and will be performed by the Community Preservation/Building Classification represented by the San Fernando Police Civilian Employees Association.

11. SFPEA/SEIU Local 721 agrees that because one Public Works Field Supervisor II shall be permanently unfilled upon one of the incumbent's retirement, some of that position's duties are being transferred out of the bargaining unit, and will be performed by the Public Works Operations Manager Classification represented by the San Fernando Management Group/SEIU Local 721.

SIGNATURE PAGE TO FOLLOW



draft

City Mechanic

Adopted by Res. No. _____

Effective: _____

FLSA Designation: _____

GENERAL PURPOSE

Under direction, plans and performs work in the repair, servicing and preventive maintenance of a wide variety of automobiles, light- to heavy-duty trucks and equipment; verifies the City is in compliance with manufacturer repair guidelines and federal, state and local safety requirements; determines where and when vehicles and equipment are serviced or repaired; oversees the operation of the CNG station; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A City Mechanic is responsible for the timely, accurate and complete diagnosis and repair of the City's fleet in a cost-effective manner. The incumbent also oversees the maintenance and regulatory compliance of the CNG station. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

This position reports to the Public Works Operations Manager. City Mechanic is distinguished from Public Works Operations Manager in that an incumbent in the latter class manages multiple divisions within Public Works through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, develops, and implements work plans to achieve assigned unit objectives; provides input to the annual budget; makes purchases and other expenditures in accordance with City procedures and monitors performance against the annual budget; participates in developing, implementing and evaluating plans, processes and procedures to achieve established goals and objectives in accordance with department standards; prepares and maintains records. .
2. Works with the Public Works Operations Manager to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and City's mission, objectives and values regarding teamwork, mutual trust and respect; applies best practices and quality assurance processes to assigned areas of responsibility; maintains safe working conditions and safe work practices.
3. Schedules, and performs the work in the overhaul, repair, servicing and maintenance of a wide variety of automobiles, police vehicles and light to heavy-duty trucks and equipment; inspects equipment and reviews diagnostic testing to determine work required; estimates required time, material and equipment for assigned jobs; initiates repair and preventive maintenance work orders; assists in evaluating the cost effectiveness of outside maintenance and repair services; coordinates repairs with vendors and oversees the purchase order process; oversees and participates in inputting completed work order data in the maintenance management database.

4. Disposes and handles hazardous waste in conformance with applicable laws, regulations and policy.
5. Stocks and maintains inventory of equipment and repair parts.
6. Coordinates the installation of a variety of communications equipment, including radios and audio and visual emergency warning systems.
7. Oversees emission testing and certification of vehicles and equipment.
8. Prepares specifications and makes recommendations for the purchase, sale and disposal of new and used vehicles and equipment; maintains spreadsheet of asset life cycles and identifies vehicles and equipment ready for replacement; assists staff or contractors in the safe dismantle and removal of equipment; assists in the sale or disposal of assets.
9. Maintains records of inspections and work history on each vehicle including completed repairs and time worked; ensures files are maintained in compliance with DMV and CHP regulations; and assists with compliance reports.
10. Maintains repair facility, fueling sites, shop equipment and generators.
11. Oversees the City's alternative fuel program including the maintenance, and repair of the CNG station.

MINIMUM QUALIFICATIONS

Knowledge of:

1. Principles, practices, methods and techniques of maintenance and repair of light to heavy-duty vehicles and related equipment from multiple manufacturers.
2. Principles and practices of fleet maintenance management.
3. Diagnostic procedures for vehicles and equipment, including the use and operation of automated vehicle diagnostic equipment.
4. Federal, state and local laws and regulations applicable to the maintenance of a diverse fleet and the handling and disposal of hazardous wastes and compliance with clean air requirements.
5. Recordkeeping and report preparation techniques, particularly maintenance and repair records as required for inspection by the California Highway Patrol, Air Quality Management District, California Air Resources Board and Bureau of Automotive Repair.
6. City policies, procedures and practices regarding area of assignment.
7. Safety policies, practices, equipment and supplies applicable to the work.
8. Applicable federal and state laws, rules and regulations [including OSHA rules and regulations if applicable].
9. City practices and procedures for budgeting, purchasing and maintaining public records.
10. City human resources policies and labor contract provisions.
11. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
12. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

Ability to:

1. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
2. Research and diagnose vehicle and equipment conditions, identify root causes and implement effective courses of action to complete repair work.
3. Diagnose and repair gasoline, diesel and natural gas-powered automotive and heavy equipment, including electrical, mechanical, hydraulic, transmission, brake and drive systems and air conditioning.
4. Coordinate vehicle and equipment assignments, repairs and requirements with other divisions and departments.
5. Read and interpret plans, specifications and manuals; operate and maintain equipment and tools used in the shop.
6. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
7. Communicate effectively, both orally and in writing.
8. Understand, interpret, explain and apply applicable laws, codes and ordinances.
9. Represent the City effectively in dealings with vendors, regulators and other City employees.
10. Present proposals and recommendations clearly, logically and persuasively.
11. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
12. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
13. Establish and maintain effective working relationships with all those encountered in the course of work.

Education, Training and Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and at least seven years of progressively responsible experience in the maintenance and repair of vehicles, trucks and construction equipment, at least two of which were at an advanced journey/lead level; or an equivalent combination of training and experience. Experience in a public agency is preferred.

Licenses; Certificates; Special Requirements:

A valid California Class C driver's license, and the ability to maintain insurability under the City's vehicle insurance program.

ASE Master Certifications in Medium-Heavy Truck or Truck Equipment are highly desirable.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 75 pounds unaided and 100 pounds with assistance.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public.

WORK ENVIRONMENT

The employee usually works under typical office conditions where the noise level is quiet. Employees are frequently exposed to fleet shop conditions, where the noise level may be loud and there is exposure to fumes and hazardous chemicals or materials. Employees may drive a vehicle during adverse weather conditions and may be subject to various traffic hazards.

