

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Police Civilians' Association  
(SFPCA)**

**&**

**City of San Fernando  
(City)**

**MOU TERM**

July 1, 2021 – June 30, 2024

**CITY CONTRACT NO.**

2039

**ADOPTION DATE**

November 15, 2021

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## **ARTICLE I - INTRODUCTION**

### **1.01 Preamble**

This “Memorandum of Understanding” (“MOU”) by and between, the San Fernando Police Civilians’ Association (“SFPCA”) and the City of San Fernando (“City”) has, as its purpose, the promotion of fair and harmonious relations, cooperation, and understanding between the “City” and SFPCA and the employees that it represents; the establishment of a fair, orderly, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that affect the employees covered by this MOU.

### **1.02 Recognition**

Pursuant to the City’s Employer-Employee Relations Resolution and the Meyers-Milias-Brown Act (“MMBA”) Government Code (Section 3500 et. seq.), the City recognizes SFPCA as the exclusive representative of the full time employees in the Police Civilian bargaining unit (“PCU”).

### **1.03 Implementation Of The Memorandum Of Understanding (MOU)**

This MOU constitutes an agreement and joint recommendation ratification by the general membership of SFPCA, and approval and adoption by the City Council of the City of San Fernando.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, the effective date of that ordinance, rule, regulation, etc. will be the same as the effective date provided for in this MOU, unless otherwise specified to become effective at a different date.

Except as specifically provided herein, the parties do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of the meet and confer process.

### **1.04 Pre-Emptive 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 of this MOU conflicts with or inconsistent with such laws, or is held invalid by operation of law, then that conflicting or invalid provision shall be of no force or effect, and the remainder of the MOU shall not be affected.

### **1.05 Duration Of The Memorandum Of Understanding**

This MOU shall be effective beginning at 12:00 a.m. on July 1, 2021, and shall continue thereafter for a period of three (3) years, and shall terminate at 11:59 p.m. on June 30, 2024.

Either party to this MOU wishing to negotiate a successor MOU shall endeavor to deliver to the other party by April of the final year of the MOU, a formal request to reopen negotiations, along with a list of negotiable working conditions proposed for meeting and conferring.

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 the City implements its last, best and final offer following completion of any applicable impasse resolution procedures, or unless a specific expiration date is otherwise provided for in this MOU.

#### **1.06 Full Understanding**

SFPCA and the City agree that during the negotiations which resulted in this MOU, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this MOU represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

#### **1.07 Prevailing Rights**

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this MOU, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this MOU, unless eliminated, enlarged or otherwise modified after a meet and confer process to the extent that such procedures are required by Federal laws and the laws of the State of California.

#### **1.08 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 method, 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 technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

#### **1.09 Non-Discrimination**

The parties mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry, medical conditions (cancer and genetic characteristics), marital

status, and as defined under the California Fair Employment and Housing Act (FEHA) and all other state and federal anti-discrimination laws.

### **1.10 SFPCA Rights**

#### **A. Bulletin Boards**

The City shall grant SFPCA reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

#### **B. Use Of City Facilities**

With the approval of City Manager, the City agrees that SFPCA may use City facilities to conduct meetings provided that such use does not interfere with the City's normal business operations. The City shall provide space within City facilities for SFPCA to maintain its files. In exchange, SFPCA agrees to hold the City harmless and to indemnify the City against any claim, causes of action, or lawsuits arising out of SFPCA's use of such space. SFPCA further agrees to reimburse the City for any costs of repair to any building space or structure provided to it by the City under the terms of this MOU where such repairs result from the deliberate, malicious or negligent act of any of SFPCA-represented employees related to the use of such space.

#### **C. Unit Information**

Management will provide SFPCA, quarterly, the list of employees in alphabetical order, their employee numbers, class titles, and work location by department. They will also provide the employees home address unless the employee objects in writing, such written statement will be provided to the Union.

#### **D. Membership Meetings**

A total of one hour of City time will be provided every month for bargaining unit employees to attend membership meetings for the entire meeting time, which will not take the place of a unit member's lunch break.

#### **E. Payroll Deductions**

SFPCA has the right to payroll deduction of membership dues and insurance premiums for non-employer offered union benefits revocable upon written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPCA. SFPCA agrees to hold the City harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of deduction of dues.

**ARTICLE 2 INSURANCE BENEFITS**

**2.01 Medical, Dental, And Vision Insurance For Active Employees**

**A.** 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. The City will contribute the Public Employee’s Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City provides all active employees with a full flex cafeteria plan in accordance with IRS Code Section 125. Unit employees shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City’s insurance plans.

For 2021 and 2022, the monthly flex dollar allowances for employees purchasing benefits under the cafeteria plan, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2021	January 1, 2022
Employee only:	\$941.37	\$970.08
Employee + 1:	\$1,629.86	\$1,672.49
Family:	\$2,193.56	\$2,247.52

Beginning January 1, 2023, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year’s monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

**B.** The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products.

**C.** Excess Flex Dollars After Selection of Benefits and Supplemental Products



1. Employees hired prior to July 1, 2018 who do not use the entire monthly flex dollar allowance will receive the unused balance, up to \$210 per month, as taxable income.
2. Employees hired on or after July 1, 2018 who do not use the entire monthly flex dollar allowance are ineligible to receive any unused flex dollar allowance amounts.

**D.** In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

**E. Opt Out**

Unit employees may elect to discontinue participation in the CalPERS Health Plan medical insurance coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will receive 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 coverage under the City's medical insurance plan.
2. Employees receiving opt-out pay as of July 1, 2018, and who have continuously received it without interruption since then will receive opt-out pay as follows:
  - a. \$770 per month effective January 1, 2022 through December 31, 2022, or until they elect to enroll in City medical insurance, whichever is earlier.
  - b. \$740 per month effective January 1, 2023 through December 31, 2023, or until they elect to enroll in City medical insurance, whichever is earlier.
  - c. \$700 per month effective January 1, 2024 through June 30, 2024, or until they elect to enroll in City medical insurance, whichever is earlier.
3. For employees not receiving opt-out pay as of July 1, 2018 and/or who opted out after July 1, 2018, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210/month) each month into Retiree Health Savings Account.
4. 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 and Cafeteria Plan regulations.

5. For medical insurance plans, when a unit employee is the spouse of another benefited employee, the affected employees shall have the option of:
  - a. Receiving a flex dollar amount 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 will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

### **1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:**

- a. If retired on or before December 31, 2012, 100% paid medical insurance premium for employees and eligible dependents.
- b. If retired on or after January 1, 2013, 100% paid medical insurance premium for employee and eligible dependents, excluding PERS Care plan, if the most expensive.

### **2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:**

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance premium for whatever plan the employee selects for himself/herself and eligible dependents, except PERS Care plan, if the most expensive.

### **3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:**

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum

## **2.03 Retiree Health Savings Account**

The City shall contribute \$50 per month into a Retiree Health Savings Account (RHSA) for all Retiree Medical Tier III employees.

The City shall also contribute a monthly amount into an RHSA for employees as follows:

1. For employees hired prior to July 1, 2018, the City will contribute \$210 per month into a RHSA if the employee was not receiving opt-out pay as of July 1, 2018 and/or choose to opt out after July 1, 2018.
2. For employees hired on or after July 1, 2018, the City will contribute an additional \$25 into an RHSA, regardless of whether they choose to opt out and an additional \$210 into an RHSA for those employees who opt out.

#### **2.04 Life Insurance**

The City shall provide each unit member with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

### **ARTICLE 3 – RETIREMENT BENEFITS**

#### **3.01 Retirement Formula**

**A.** The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definition 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 November 12, 2005 receive the 3% at 60, highest twelve consecutive months compensation retirement calculation, as per Government Code section 21354.3.
2. Second Tier: “Classic” members hired on or after November 12, 2005 receive the 2% at 55, of the highest twelve consecutive months compensation retirement calculation, as per Government Code section 20475.
3. Third Tier: “New” members hired on or after January 1, 2013 receive the 2% at 62, 36 consecutive months average compensation retirement calculation, as per Government Code sections 7522.20, 7522.30, and 7522.32.

**B.** The City also provides the following retirement benefits for SFPCA employees covered by this MOU:

1. Fourth Level of 1959 Survivor Benefits (Government Code § 21574).
2. Up to 5% Annual Cost-of-Living Allowance (COLA), as determined by CalPERS for unit employees hired on or before November 12, 2005; and up to 3% COLA, as determined by CalPERS for unit employees hired after November 12, 2005 (Government Code § 21335).
3. Credit for Unused Sick Leave for unit employees as per CalPERS guidelines (Government Code § 20965).

**3.02 CalPERS Contributions****A. Employer Paid Members Contributions for Classic Members**

The City shall pay 8.0% of the member contribution for First Tier “classic” members and 7.0% of the member contribution for Second Tier “classic” members.

The City’s payments, above, shall be treated as a “pick up” of employee contributions pursuant to IRC 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).

**B. 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.

**C. CalPERS Cost Sharing**

Classic Employees in the bargaining unit shall pay an additional pension contribution as cost sharing of the City’s contribution in accordance with Government Code section 20516(f) as follows:

**1. First Tier:**

- Effective on the first day of the pay period that includes September 1, 2021: Employee shall contribute an additional one percent (1%), for a total of seven percent 7% cost sharing of the City’s contribution, when added to the six percent (6%) cost sharing contribution already provided by First Tier Classic Employees.
- Effective on the first day of the pay period that includes July 1, 2022: Employee shall contribute an additional one percent (1%) for a total of eight percent (8%) cost sharing of the City’s contribution.

**2. Second Tier**

- Effective on the first day of the pay period that includes September 1, 2021 :: Employee shall contribute an additional one percent (1%) for a total of seven percent (7%) cost sharing of the City’s contribution, when added to the six percent (6%) cost sharing contribution already provided by Second Tier Classic Employees.

This cost-sharing provision will continue in effect beyond the term of this MOU, until otherwise negotiated by the parties.

**3.03 Military Buy Back**

The City contracts with CalPERS to implement Government Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

**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.

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 who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow 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.

The City shall provide for vacation leave accrual on a payroll-to-payroll basis as follows:

<u>Years of Service and Annual Accrual</u>	<u>Max. Accrual</u>
0 – 4 years of City service: 11 days (88 hours)	176 hours
5 – 10 years of City service: 16 days (128 hours)	256 hours
11 years of City service: 17 days (136 hours)	272 hours
12 years of City service: 18 days (144 hours)	288 hours
13 years of City service: 19 days (152 hours)	304 hours
14 years of City service: 20 days (160 hours)	320 hours
15 years of City service: 21 days (168 hours)	336 hours

**Vacation Cash Out**

Upon adoption of this MOU, unit members will have 30 days to make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. The City shall pay the vacation cash out in the first non-payroll week in November 2022 to employees who irrevocably elected to cash out in the prior year, provided the employee has at least 80 hours remaining after the cash out.

**4.02 Holiday Leave**

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Floating Holiday

Floating holiday hours are credited each July 1 and must be used before June 30. Unused floating holiday hours are not carried forward.

Employees that work a 5/8 or 9/80 schedule and are required to work on a City recognized holiday shall receive holiday compensation at the rate of time and one-half (1.5) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall accrue 104 hours of Holiday leave per year, with 52 hours credited each January 1<sup>st</sup> and an additional 52 hours credited each July 1<sup>st</sup>. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 104 hours of accrued but unused Holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1<sup>st</sup>, have not lowered their accrued Holiday leave to 104 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 104-hour cap. At that time, the employee will receive his/her full 52-hour allotment for that half year. Upon employee's separation from the City, any unused Holiday leave shall be compensated at his/her regular rate of pay.

**4.03 Sick Leave**

Sick leave shall be accrued, allowed, and credited as follows:

1. Full time employees accrue sick leave at the rate of 8 hours per month. Employees are eligible to use sick leave once it has been accrued.
2. Any employee eligible for sick leave may use such leave for the following reasons:
  - a. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or
  - b. Personal illness or physical incapacity resulting from causes beyond the employee's control, including, but not limited to pregnancy, childbirth, and other medically-related conditions; and/or
  - c. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
  - d. Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay.
  - e. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to 48 hours of family leave per calendar year for family-related illness or injury, which shall be charged against the employee's accumulated sick leave. "Family" as used in this subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (under the same roof); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, sibling, grandchild, or grandparent of the employee, regardless of residence.
    - i. As used in this subsection, the term "child" includes any biological or adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status).
    - ii. As used in this subsection, the term "parent" includes any biological or adoptive parent, foster parent, stepparent, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.
3. The City may request a doctor's note after the third (3<sup>rd</sup>) day of illness.
4. Employees shall be allowed to accumulate sick leave to a maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at the employee's regular rate of pay.
5. The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the employee's then prevailing rate of pay, one half (1/2)

of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

#### **4.04 Bereavement Leave**

The City shall authorize unit members to utilize up to three (3) days City-paid bereavement leave following the death of an immediate family member and one (1) City-paid day following the death of an extended family member.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling (including step or half), 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 of an employee who has parental rights. Extended family shall include aunts, uncles, cousins, godparents or godparent equivalent.

The Department Head may authorize additional days of leave for bereavement purposes on a case-by-case basis. The unit member may utilize accrued sick leave or vacation time during the bereavement period for additional time off if needed.

#### **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 Time Off For Promotional Tests Or Interviews**

Employees shall be required to utilize their own time (e.g., unused Vacation, Holiday, or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

### **ARTICLE 5 – COMPENSATION**

#### **5.01 Salary**

The base salary for each represented unit classification shall be adjusted as follows:

- Effective the first day of the pay period that includes September 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%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 (3) above, for a total pickup of seven percent (7%) of the City's contribution.



- Effective the first day of the pay period that includes July 1, 2022, the base salary for each represented unit classification shall be increased by four percent (4%), with Classic First Tier CalPERS members picking up an additional one percent (1%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02(3) above, for a total pickup of eight percent (8%) of the City's contribution.
- Effective the first day of the pay period that includes 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 pay, and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA).

## **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 – WORK SCHEDULE**

## **6.01 Modified Work Schedule**

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. City Hall business hours are as follows: 7:30 a.m. – 5:30 p.m. (Monday – Thursday), and 8:00 a.m. – 5:00 p.m. (every Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule consistent with City Hall schedule above. The City shall provide at least 30 days prior notification in the event it proposes to change the compressed workweek schedule.

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks, and a thirty (30) minute lunch break into one (1) hour and fifteen (15) minute lunch break within the first five and one-half (5 1/2) hours from the beginning of their work shift, or when operationally feasible. If a Police Desk Officer works an eight (8) hour day, he/she is entitled to only two (2) fifteen (15) minute breaks, plus a thirty (30) minute lunch break

The City shall endeavor to provide bargaining unit employees with at least seven and one-half (7.5) hours of rest between work shifts as stated in the San Fernando Police Department's policies and procedures. At times, a unit employee may be asked to work beyond their normal scheduled

working hours to cover another unit employee's work shift (due to sick callout, emergency incident, etc.). When this occurs, the unit member may not receive the seven and one-half (7.5) hour rest time between work shifts. The on-duty supervisor will make every attempt to find another unit member (provided they have been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member to work additional hours. The purpose of this provision is to avoid exceeding eighteen (18) consecutive work hours for any bargaining unit member.

#### **6.02 Shift Selection/Time Off Selection**

Employees that work rotating shifts shall bid time off vacation requests, time-off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department.

Employees that work rotating shifts shall bid for shift selection on a rotating basis from top to bottom annually (calendar year). Probationary employees shall not be part of the bidding process until they have passed the probationary period.

Block requests of forty-four (44) hours (vacation, holiday, compensatory, etc.) shall take precedence over shorter time off requests, regardless of seniority. If multiple unit employees request the forty four (44) hour threshold for the same time frame, then priority resorts back to seniority.

If a bargaining unit member requests time off, then wants to rescind his/her request, he/she must do so at least two calendar weeks (14 days) prior to their original requested time off. If the bargaining unit member does not give two calendar weeks' notice when rescinding a time-off request, he/she will be required to take the original requested time off. If a bargaining unit member has no time in his/her respective time banks, they will be required to take time off without pay. The only exception is a catastrophic incident, such as a death in the family or illness. The unit employee may be asked to provide proof of a catastrophic incident.

#### **6.02 Notification of Shift Change**

When the City finds it necessary to change an employee's regular shift, the City shall provide the employee with at least fourteen (14) calendar days' notice prior to its effective date. For purposes of this section, notice shall be deemed given if sent to the employee by email, or if the employee is orally advised by his/her supervisor, or if written notice is mailed to the employee's last address of record.

### **ARTICLE 7 – WORKERS' COMPENSATION**

#### **7.01 Workers' Compensation**

In those instances when an employee experiences an injury that is recognized as job-related by

the City or the Workers' Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave. Thereafter, the injured employee shall have the following options:

1. Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
2. Accept the workers' compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service.

However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

## **7.02 Modified Duty Work**

The City will provide temporary modified duty work, if available, as a reasonable accommodation to employees who have sustained a work-related injury or illness. In providing such temporary modified duty work, the City shall comply with all applicable provisions of the law.

**ARTICLE 8 – UNIFORM/EQUIPMENT ALLOWANCE****8.01 Uniform/Equipment Allowance**

**A.** The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

1. Except for the Community Preservation Officer, unit members will receive two (2) complete sets of uniforms at time of hire, with two (2) replacements each year, an initial issue of one outdoor jacket with biennial (i.e., every even-numbered year) replacements, and an annual uniform allowance of \$300 per year. Clerical staff also receive one casual polo shirt. The Community Preservation Officer will receive five replacement polo shirts per year, and one outdoor jacket with biennial replacements.
2. Boots/Shoes: Employees who are required to wear certain shoes/boots for their position will receive up to \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

**B.** Uniforms shall consist of:

1. Clerical –Shirt/Casual Polo, skirt, or pants, blazer, and vest
2. Police Desk Officer –Shirt, skirt or pants, name tag, tie, tie bar, and belt
3. Community Service Officer – Pants, shirt, jacket, and belt and name tag.
4. Community Preservation Officer – Polo shirt, and jacket.

Uniform/Equipment Allowance shall be paid by separate payroll check semi-annually in the first full non-payroll week after November 15<sup>th</sup> and May 15<sup>th</sup>. Worn uniforms may be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

**8.02 Rain Gear**

The City shall provide rain gear to employees assigned to work in the rain.

**ARTICLE 9 – OVERTIME & OTHER COMPENSATION****9.01 Overtime Issues and Language**

Non-exempt employees who work under the regular 8 a.m.–5 p.m., Monday – Friday schedule must be paid overtime or compensatory time off (CTO) granted at the employee's request as defined in Article 9, section 9.02 for all hours worked over forty (40) hours in a seven (7) day work period.

Non-exempt employees that work a 9/80 or other flex work schedule shall have designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off (CTO) at the Employee's request as defined in Article 9, section 9.02. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, non-sworn employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7.5) hours between assigned work shifts (e.g., an employee cannot work a twelve-hour shift followed by an overtime shift of more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned work shifts).

Overtime offered to bargaining unit employees shall be posted to give bargaining unit members ample time to sign up for the overtime. A senior bargaining unit member may bump a junior bargaining unit member, as long as it does not interfere with the senior bargaining unit member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with a bargaining unit member's assigned shifts).

### **9.02 Compensatory Time Off (CTO)**

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the Department Head's approval. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the department's operations or impose an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

### **9.03 Call Back**

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated as follows:

1. When the employee is required to physically report for duty, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of three (3) hours compensation for any such "callback."
2. When the employee is required to perform work by phone or computer, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of one hour. Telephone calls/computer/emails under 15 minutes per day shall be deemed *de minimus* and employees shall receive no call back or other compensation for such work.

#### **9.04 Working Out Of Class**

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified. This provision will not apply to an employee temporarily assigned to fill a vacant higher-level classification, which shall be governed by Section 9.05 (Acting Out of Class) of this MOU.

#### **9.05 Acting Out Of Class**

An employee assigned by his or her Department Head, with City Manager approval, to perform the duties of a higher level classification due to vacancy or prolonged absence in that higher level classification (e.g. vacation or other leave of absence) shall be paid as follows:

1. Effective on the fifth consecutive business day of assignment in that higher-level classification, five percent (5%) higher than their current base salary, retroactive to the first day of the assignment.
2. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%) higher than their current base salary, whichever is greater, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher-level position, and has completed at least six (6) consecutive months in the higher-level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher-level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

#### **9.06 Longevity**

Employees hired by the City on or before June 30, 2018 are eligible for Longevity pay under the following terms:

1. Unit employees who have, from date of hire, completed 10 years of continuous service with the City will receive an additional three percent (3%) above the base salary step.
2. Unit employees who have, from date of hire, completed 20 years of continuous service with the City will receive an additional one percent (1%) above the previous first longevity step, for a total of four percent (4%) above their base salary step.
3. Unit employees who have, from date of hire, completed 30 years of continuous service with the City will receive an additional one percent (1%) above the previous second longevity step, for a total of five percent (5%) above their base salary step.

An employee on leave of absence without pay, or any form of leave without pay, with the exception of the federal or state medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

#### **9.07 Bilingual Pay**

The City shall provide Bilingual Pay in the amount of \$100.00 per month to those unit employees that satisfy the following conditions:

1. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a written and/or oral testing procedure selected by the City with such testing to be conducted every five years; and
2. The 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.

Written Translation of City Materials: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

**9.08 Court Appearance Pay**

Any bargaining unit 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.

**9.09 Certification Pays**

Employees who possess any of the certificates listed below prior to September 1, 2021 shall receive the commensurate certification pay effective the first day of the pay period that includes September 1, 2021. For employees who earned any of the certificates listed below, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of the newly acquired certificate to the Personnel Division.

1. POST Certification
  - a. Intermediate POST: Employees who hold an Intermediate POST certificate shall receive an additional 2.5% above their base salary step.
  - b. Advanced POST: Employees who hold an Advanced POST certificate shall receive an additional 2.5% above their base salary step.
  - c. Supervisory POST: Employees who hold a Supervisory POST certificate shall receive an additional 2.5% above their base salary step.
2. CPR/First Aid/AED Trainer: Employees who hold a CPR/First Aid/AED Trainer certificate from the American Red Cross shall receive an additional 5% above their base salary step.
3. CACEO: Employees who hold certification as a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers shall receive an additional 5% above their base salary step.
4. IAAP: Employees who hold certification as a Certified Administrative Professional from the International Association of Administrative Professionals shall receive an additional 5% above their base salary step.
5. IAPE: Employees who hold certification as a Certified Property and Evidence Specialist from the International Association for Property and Evidence shall receive an additional 5% above their base salary step.
6. CLETS: Employees who hold certification as a Certified CLETS Trainer from the California Department of Justice shall receive an additional 5% above their base salary step.
7. ATSSA: Employees who hold certification as a Certified Traffic Control Technician from the American Traffic Safety Services Association shall receive an additional 5% above their base salary step.



8. NENA: Employees who hold certification as a Certified Emergency Number Professional from the National Emergency Number Association shall receive an additional 5% above their base salary step.
9. Building Inspector Pay: An employee assigned to serve as Community Preservation and Building Inspector shall receive ten percent (10%) above base Community Preservation Officer pay. To serve as Community Preservation and Building Inspector, the employee must hold at least one valid certification as either a Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

#### **9.10 Lead Desk Officer Assignment Pay**

Employees assigned to serve in the at-will assignment as Lead Desk Officer shall receive an additional 5% above their base salary step. If, in addition to serving in the at-will assignment as Lead Desk Officer, the employee is also responsible for training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, the Lead Desk Officer shall receive a further additional five percent (5%) above their base pay for actual hours spent conducting the training.

The City shall report the Lead Desk Officer Assignment pay to CalPERS as special compensation under Government Code sections 7522.04(f)(3) and 20636.

#### **9.11 Desk Officer Trainer Pay**

An employee assigned to serve as Desk Officer Trainer for purposes of training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, shall receive an additional five percent (5%) increase in base pay for actual hours spent conducting the training. Training hours shall be documented on the employee's timesheet and included on the department payroll summary report. Training hours will be paid on a per pay period basis.

The City shall report the Desk Officer Trainer pay to CalPERS as special compensation under Government Code sections 7522.04(f)(3) and 20636.

### **ARTICLE 10 – REIMBURSEMENTS**

#### **10.01 Tuition Reimbursement**

The City shall reimburse unit member's tuition for approved courses to a maximum of \$3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

**10.02 Mileage Reimbursement**

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

**ARTICLE 11– NEPOTISM**

**11.01 Nepotism**

The City shall implement and enforce a policy prohibiting nepotism as defined below:

1. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same 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, step-child, 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 a supervisor and subordinate in the same department 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, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

**ARTICLE 12 – GRIEVANCE**

**12.01 GRIEVANCE PROCEDURES**

Grievances shall be processed in accordance with the City's Personnel Policies.

**ARTICLE 13 – MISCELLANEOUS****13.01 Layoffs/Seniority/Re-Employment Lists/Call Back/Transfers In Lieu Of Layoff**

The City agrees that during the term of this MOU, no employee shall be laid off or furloughed, as a result of the contracting out of unit work.

**A. Layoffs**

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the City shall meet and confer over impacts prior to the layoffs with SFPCA. Such impacts may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than ten (10) working days' notice is given, City shall pay commensurate pay up to ten (10) day total.

**B. Seniority**

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the classification that is identified for layoff. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department to non-sworn position for Police) shall be determined to have the most seniority.

All temporary and provisional employees in the classification involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this classification and time in higher classification.

Permanent employees shall be laid off in the reverse order of seniority.

**C. Re-Employment Lists/Call Back**

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a reemployment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee re-appointed from a re-employment list shall be considered as having been on leave of absence without pay

during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

**D. Transfer in Lieu of Layoff**

Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in the Personnel Division and respective department for five (5) workdays to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

**13.02 Safe And Respectful Workplace For All City Workers**

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its worker and shall not condone any unfair treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

**13.03 Joint Labor/Management Committee (JLMC)**

The City and SFPCA agree to establish a Joint Labor-Management committee to consult on issues of mutual concern, including, but not limited to, safety issues. The committee shall be limited to a total of six (6) members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by SFPCA.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis, or as needed, regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies, provided such rules, regulations and policies are within the scope of representation.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

**13.04 Do No Harm**

The City agrees that no member of the bargaining unit shall have his or her wages or salary or any other compensation negatively affected by the implementation of the results of the classification study.

**13.05 Privatization**

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work that may result in the elimination of an employee's position.

**13.06 Employee Assistance Program**

The City will maintain the privacy provisions of the Employee Assistance Program (EAP). Employees may visit a City-designated EAP Specialist without having to go through the Personnel Division.

**13.07 Job Descriptions**

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this MOU, "classification" shall mean an individual employee's job classification, or an individual employee's job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

**13.08 Other**

The parties agree to meet as soon as reasonably possible, but no later than February 28, 2022 to discuss whether the Records Administrator position should be reclassified to a management position.

The parties agree to meet as soon as reasonably possible, but no later than February 28, 2022 to discuss additional parking meter collection responsibilities for the Community Service Officer position.

**(SIGNATURE PAGE TO FOLLOW)**


CITY OF SAN FERNANDO

By:   
\_\_\_\_\_  
Nick Kimball, City Manager

By:   
\_\_\_\_\_  
Michael Okafor, Personnel Manager

SAN FERNANDO POLICE CIVILIANS'  
ASSOCIATION (SFPCA)

By:   
\_\_\_\_\_  
Sylvia Ortega, President

By:   
\_\_\_\_\_  
Javier Ruyalcaba, Vice-President

By:   
\_\_\_\_\_  
Maria Elena Gonzalez, Secretary

By:   
\_\_\_\_\_  
Marlene Martinez, Treasurer