

RESOLUTION NO. 7866

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. 7739 ADOPTED JUNE 29, 2016 AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HERewith

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1:

The following schedules are hereby adopted as the salary range and step schedules for non-elective officers and employees of the City of San Fernando:

- **SCHEDULE “G”:** **FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES’ ASSOCIATION (SFPEA)**
- **SCHEDULE “GPD”:** **FOR GENERAL - SAN FERNANDO POLICE CIVILIANS’ ASSOCIATION (SFPCA)**
- **SCHEDULE “C”:** **FOR CONFIDENTIAL EMPLOYEES**
- **SCHEDULE “P”:** **FOR SWORN - SAN FERNANDO POLICE OFFICERS’ ASSOCIATION (SFPOA)**
- **SCHEDULE “MP”:** **FOR SWORN - SAN FERNANDO POLICE OFFICERS’ ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)**
- **SCHEDULE “M”:** **FOR DEPARTMENT HEADS AND NON-SWORN MANAGEMENT EMPLOYEES**
- **SCHEDULE “H”:** **FOR HOURLY - SAN FERNANDO PART-TIME EMPLOYEES’ BARGAINING UNIT (SFPEBU)**
- **SCHEDULE “HFE”:** **FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES’ BARGAINING UNIT (SFPEBU)**

(Details of the respective schedules are on pages 2 thru 4).

**SCHEDULE G
FOR
GENERAL EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
64	3094	3264	3445	3634	3833
74	3545	3743	3947	4165	4394
75	3600	3798	4012	4227	4460
76	3647	3849	4059	4282	4517
77	3725	3932	4146	4374	4614
78	3745	3950	4168	4396	4638
80	3853	4065	4287	4524	4771
81	3935	4148	4376	4616	4871
84	4091	4312	4550	4802	5065
87	4282	4518	4767	5029	5307
90	4478	4725	4985	5259	5547
96	4899	5169	5454	5752	6067
97	4974	5245	5534	5840	6160
103	5437	5735	6050	6384	6733
104	5519	5820	6140	6480	6836
111	6124	6459	6818	7190	7586
112	6217	6556	6920	7298	7700
113	6310	6655	7024	7408	7816

**SCHEDULE GPD
FOR
GENERAL EMPLOYEES
(POLICE DEPARTMENT)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
72	3246	3423	3610	3811	4019
78	3537	3729	3935	4152	4381
81	3692	3894	4109	4334	4572
87	4012	4231	4463	4708	4965
91	4233	4450	4689	4940	5202
100	4873	5143	5426	5726	6037
101	4946	5216	5502	5803	6121
102	5014	5287	5578	5883	6207
103	5082	5361	5657	5966	6294
104	5165	5446	5746	6060	6394

**SCHEDULE GPD
FOR
GENERAL EMPLOYEES
(POLICE DEPARTMENT)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
105	5248	5534	5837	6157	6496
106	5326	5616	5926	6250	6594
107	5406	5701	6015	6344	6692

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	4009	4210	4418	4638	4871
71	4315	4530	4757	4994	5244
77	5005	5255	5519	5794	6083

**SCHEDULE P
FOR
SWORN POLICE EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
73	5696	6008	6342	6686	7057
95	7080	7470	7881	8314	8774

**SCHEDULE MP
FOR
SWORN POLICE MANAGEMENT**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	9535	10011	10511	11037	11589

SCHEDULE M
FOR
DEPARTMENT HEADS & NON-SWORN MANAGEMENT

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	5536	5813	6105	6411	6732
64	6819	7159	7517	7894	8288
68	7490	7864	8258	8670	9104
75	9130	9587	10066	10569	11098
79	10079	10583	11111	11668	12249

SCHEDULE H
FOR
PART-TIME HOURLY EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	11.00	11.47	11.95	12.46	13.00
45	11.17	11.67	12.21	12.76	13.34
46	11.30	11.80	12.32	12.88	13.46
47	11.53	12.03	12.56	13.10	13.68
48	11.69	12.22	12.76	13.34	14.01
52	12.07	12.60	13.14	13.72	14.33
71	14.48	15.18	15.90	16.65	17.45
81	14.67	15.48	16.34	17.25	18.18
92	20.16	21.27	22.43	23.66	24.95
93	20.57	21.72	22.89	24.16	25.49
94	20.71	21.86	23.08	24.33	25.67

SCHEDULE HFE
FOR
PART TIME HOURLY EMPLOYEES
(Full-Time Equivalent)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
96	18.73	19.76	20.84	21.99	23.20
106	21.04	22.21	23.42	24.70	26.06
116	23.14	24.42	25.75	27.15	28.64

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

- (A) **SALARY RANGE NUMBER AND SCHEDULES ASSIGNED** – Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	104G	5519	5820	6140	6480	6836
Building Maintenance Worker/ Electrical Helper	77G	3725	3932	4146	4374	4614
Building & Safety Supervisor	111G	6124	6459	6818	7190	7586
City Clerk	FLAT RATE	8936.53				
City Manager	FLAT RATE	16476.67				
Civil Engineering Assistant II	112G	6217	6556	6920	7298	7700
Community Preservation Officer	87GPD	4012	4231	4231	4708	4965
Community Preservation Supervisor	100GPD	4873	5143	5426	5726	6037
Community Development Secretary	84G	4091	4312	4550	4802	5065
Community Services Supervisor	96G	4802	5067	5347	5639	5948
Cultural Arts Supervisor	96G	4899	5169	5454	5752	6067
Director of Community Development	79M	10079	10583	11111	11668	12249
Director of Finance	79M	10079	10583	11111	11668	12249
Director of Public Works	79M	10079	10583	11111	11668	12249
Director of Recreation and Community Services	75M	9130	9587	10066	10569	11098
Electrical Supervisor	103G	5437	5735	6050	6384	6733
Equipment and Materials Supervisor	103G	5437	5735	6050	6384	6733
Executive Assistant to the City Manager	77C	5005	5255	5519	5794	6083
Finance Office Specialist	75G	3600	3798	4012	4227	4460

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Management Analyst	55M	5536	5813	6105	6411	6732
Mechanical Helper	74G	3545	3743	3947	4165	4394
Meter Technician	80G	3853	4065	4287	4524	4771
Office Clerk	64G	3094	3264	3445	3634	3833
Office Specialist	78G	3745	3950	4168	4396	4638
Payroll Technician	68C	4009	4210	4418	4638	4871
Personnel Manager	68M	7490	7864	8258	8670	9104
Personnel Technician	71C	4315	4530	4757	4994	5244
Police Cadet	73P	5696	6008	6342	6686	7057
Police Chief	FLAT RATE	13,804				
Police Desk Officer	91GPD	4233	4450	4689	4940	5202
Police Lieutenant	75MP	9535	10011	10511	11037	11589
Police Office Specialist	78GPD	3537	3729	3935	4152	4381
Police Officer	73P	5696	6008	6342	6686	7057
Police Records Specialist	72GPD	3246	3423	3610	3811	4019
Police Records Supervisor/ Systems Administrator	105GPD	5248	5534	5837	6157	6496
Police Sergeant	95P	7080	7470	7881	8314	8774
Program Specialist	76G	3647	3849	4059	4282	4517
Property Control Officer	81GPD	3692	3894	4109	4334	4572
Public Works Administrative Coordinator	87G	4282	4518	4767	5029	5307
Public Works Field Supervisor I	90G	4478	4725	4985	5259	5547
Public Works Field Supervisor II	97G	4974	5245	5534	5840	6160
Public Works Maintenance Worker	74G	3545	3743	3947	4165	4394
Public Works Office Specialist	84G	4091	4312	4550	4802	5065
Public Works Superintendent	113G	6310	6655	7024	7408	7816

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Recreation Supervisor	96G	4899	5169	5454	5752	6067
Secretary to the Chief	87GPD	4012	4231	4463	4708	4965
Senior Account Clerk	75G	3600	3798	4012	4227	4460
Senior Accountant	64M	6819	7159	7517	7894	8288
Senior Maintenance Worker	81G	3935	4148	4376	4616	4871
Treasury Manager	55M	5536	5813	6105	6411	6732
Water Pump Operator/ Backflow Technician	84G	4091	4312	4550	4802	5065

(B) SEASONAL AND HOURLY POSITIONS – Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	81H	14.67	15.48	16.34	17.25	18.18
Community Service Officer	92H	20.16	21.27	22.43	23.66	24.95
Community Preservation Officer	116HFE	23.14	24.42	25.75	27.15	28.64
Crossing Guard	44H	11.00	11.47	11.95	12.46	13.00
Day Camp Counselor	44H	11.00	11.47	11.95	12.46	13.00
Junior Cadet	45H	11.17	11.67	12.21	12.76	13.34
Deputy City Clerk	93H	20.57	21.72	22.89	24.16	25.49
Office Clerk/Cashier	48H	11.69	12.22	12.76	13.34	14.01
Personnel Assistant	94H	20.71	21.86	23.08	24.33	25.67
Police Records Specialist	96HFE	18.73	19.76	20.84	21.99	23.20
Pool Attendant/ Cashier	44H	11.00	11.47	11.95	12.46	13.00
Program Specialist	106HFE	21.04	22.21	23.42	24.70	26.06
Public Works Maintenance Helper	81H	14.67	15.48	16.34	17.25	18.18
Recreation Leader I	44H	11.00	11.47	11.95	12.46	13.00

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Recreation Leader II	47H	11.53	12.03	12.56	13.10	13.68
Recreation Leader III	71H	14.48	15.18	15.90	16.65	17.45
Senior Day Camp Counselor	52H	12.07	12.60	13.14	13.72	14.33

(C) COMPENSATION FOR COMMISSIONS, BOARDS, AND COMMITTEE MEMBERS

The members of the following commissions, boards, and committees, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

<u>COMMISSION OR COMMITTEE</u>	<u>COMPENSATION PER MEETING ATTENDED (NOT TO EXCEED ONE MEETING PER MONTH)</u>
Disaster Council	\$50.00
Education Commission	\$50.00
Planning and Preservation Commission	\$50.00
Parks, Wellness, and Recreation Commission	\$50.00
Transportation and Safety Commission	\$50.00

(D) COMPENSATION FOR COUNCIL MEMBERS

The members of the City Council shall be paid compensation in the amount of \$580.00 per month.

For other benefits applicable to Council members, please refer to Section 3(I) below.

(E) COMPENSATION FOR CITY TREASURER

The City Treasurer shall be paid compensation in the amount of \$50.00 per month.

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

The following elective and non-elective officers, as well as employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

(A) GENERAL AND CONFIDENTIAL EMPLOYEES

Salary and benefits listed here apply to full-time employees assigned to **Schedule G** for full-time General Employees (SFPEA) and reflect stipulations in the last MOU. They also apply to non-represented full-time employees assigned to **Schedule C** for regular Confidential Employees.

(1) **SALARY**

- A. The salary ranges shown under **Schedules G and C** reflect the following, per the last negotiated MOU between the City and SFPEA:
- i. Effective the first full pay period following July 1, 2018, the base salary for each of the classifications shall be increased by one percent (1%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) **LONGEVITY PAY**

- A. The City shall pay unit employees that have completed 10 years of continuous service with the City, an additional 3% above the base salary step.
- B. The City shall pay unit employees that have completed 20 years of continuous service with the City, an additional 1% above the previous first longevity step, for a total of 4% above their base salary.
- C. The City shall pay unit employees that have completed 30 years of continuous service with the City, an additional 1% above the previous second longevity step, for a total of 5% above their base salary.

An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family 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.

(3) **BILINGUAL BONUS**

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

- A. Field Employees: \$50 per month provided:
- i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City;
- ii. 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.
- B. Counter Employees: \$100 per month provided:

- i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.
 - ii. The employee is employed in a job classification whose ~~regular~~ primary duties require the employee to communicate with members of the public.
- C. Written Translation of City Materials: \$25 per month: 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.
- D. Grandfather Provision: Any field employee who has received bilingual pay of \$100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

(4) OVERTIME

For non-exempt employees who work under the regular 7:30 a.m.-5:30 p.m. 8a.m.-5:00 p.m., Monday-Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request for all hours worked over forty (40) hours in a seven-day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a 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 at the employee's request. 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, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in applicable section of the SFPEA MOU, by choosing benefits which cost less than the Allowance.

(5) COMPENSATORY TIME OFF (CTO)

Unit employees may accrue a maximum of 100 CTO 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 approval of the employee's immediate supervisor or their designee. 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 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.

(6) **COURT APPEARANCE PAY**

Any unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(7) **SHIFT DIFFERENTIAL PAY**

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift.

When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

(8) **STAND-BY PAY**

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

- A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.
- B. Report to work within 1 hour of being contacted.
- C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street, and Tree, and Facilities).

(9) **SPECIAL PROJECTS BONUS PAY**

Employees in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Public Works Director or their designee.

A "special project" shall be any new project work approved by the Public Works Director which meets the following first criterion and at least one or more of the remaining criteria:

- A. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.
- B. Short Deadline: Work which would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.
- C. Unique Knowledge/Skills: Work which would normally be performed as contractual services, but may be performed more efficiently or effectively Public Works employees due to their unique knowledge of the project and/or work conditions or due to special skills.
- D. Demonstrated Cost Savings: Work which would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

(10) WEEKEND BONUS PAY

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

(11) INSPECTOR DUTY PAY

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

(12) 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 at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(13) 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.

(14) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. 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%), whichever is higher, 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.

(15) HOLIDAY LEAVE

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Birthday (When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).

Memorial Day

Independence Day

Labor Day

Float day —

(Each July 1, employees will accrue a Float Holiday, if not used within 12 months of receipt of the holiday, the Float Holiday is lost.)

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(16) SICK LEAVE

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

- A. Full time employees accrue sick leave at the rate of eight (8) hours per month. Employees are eligible to use sick leave once it has been accrued.
- B. Any employee eligible for sick leave may use such leave for the following reasons:
 - i. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or
 - ii. 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

- iii. 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).
 - iv. Sick leave shall be considered as “actual time worked” for purposes of calculating overtime premium pay.
- C. The City may request a doctor’s note after three (3) consecutive days of illness.
- D. Employees shall be allowed to accumulate sick leave to a maximum 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 employee’s regular rate of pay.
- E. 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.
- F. 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.

(17) 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, carryover 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:

A.	<u>Years of Service and Annual Accrual</u>	<u>Accrual Cap</u>
1.	10 days (80 hours) for 1 to 4 years of service	160 hours
2.	15 days (120 hours) for 5 to 10 years of service.	240 hours
3.	16 days (128 hours) for 11 years of service	256 hours
4.	17 days (136 hours) for 12 years of service	272 hours
5.	18 days (144 hours) for 13 years of service	288 hours
6.	19 days (152 hours) for 14 years of service	304 hours
7.	20 days (160 hours) for 15 years of service	320 hours

- B. Vacation Cash Out: On or before the pay period which includes December 15 of each calendar year, an employee may 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. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued vacation remaining after the cash out. If, however, the employee's vacation leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of leave above eighty (80) hours that the employee has accrued at the time of the cash out.

(18) BEREAVEMENT

The City shall authorize unit members to utilize up to three (3) days paid bereavement leave per incident following the death of a member of their immediate family. Any additional bereavement days off shall be subject to the Department Head's approval on a case-by-case basis. The unit member may utilize accrued sick time during bereavement leave for additional time off if needed.

For the purposes of implementing this benefit, the term "Immediate Family" shall mean grandparent, parent, child, sibling (including step or half) 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.

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, the term "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

(19) OTHER BENEFITS

For other benefits such as uniform allowance, tuition and mileage reimbursements, catastrophic leave, Workers' Compensation, medical, dental, vision insurance, and retirement, and so on, that apply to Schedule G, please refer to their specific MOU (Contract No. 1887).

(B) NON-SWORN GENERAL EMPLOYEES

Salary and benefits listed here apply to full-time employees assigned to **Schedule GPD** for full-time Non-Sworn General Employees (SFPCA) and reflect stipulations in the last MOU.

(1) SALARY

The salaries shown for SFPCA unit employees reflect stipulations from the last negotiated MOU (Contract No. 1794), and does not include any increase for Fiscal Year 2018-2019 pending conclusion of labor negotiations.

(2) LONGEVITY PAY

The City shall pay longevity to all eligible unit employees as follows:

- A. Upon completion of 10 years of continuous service from date of hire, an additional 3% above the base salary step for each eligible employee.
- B. Upon completion of 20 years of continuous service from date of hire, an additional 1% above the previous first longevity step, for a total of 4% above the base salary step of each eligible employee.
- C. Upon completion of 30 years of continuous service from date of hire, an additional 1% above the previous second longevity step, for a total of 5% above the base salary step of each eligible employee.
- D. An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family 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.

(3) BILINGUAL PAY

A bonus of \$100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on written and/or oral testing procedure selected by the City; and
- B. 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.

(4) OVERTIME

Non-exempt employees who work under the regular 8a.m.–5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request for all hours worked over forty (40) hours in a seven-day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a 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 at the employee's request. 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, 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 ½) hours between assigned work shifts (e.g., an employee cannot work a twelve-hour shift followed by an overtime shift or 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 shifts).

Overtime offered to bargaining unit employees shall be posted to give members ample time to sign up for the overtime. A senior unit member may bump a junior member, as long as it does not interfere with the senior 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 unit member's assigned shifts).

(5) 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 approval of the employee's Department Head. 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 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.

(6) 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 at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(7) HOLIDAY LEAVE

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

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Birthday
Memorial
Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday

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

Employees that work a 5/8 or 9/80 schedule who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 96 hours of Holiday leave per year, and shall be credited with 48 hours of Holiday leave each January 1st and an additional 48 hours of Holiday leave each July 1st. 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 96 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 1st, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96-hour cap. At that time, the employee will receive his/her full 48-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.

(8) SICK LEAVE

The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the 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.

Sick leave is accrued on a payroll-to-payroll basis at the rate of 8 hours per month, with 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 their regular rate of pay.

Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay. The City may request a doctor's note after the third (3rd) day of illness.

(9) BEREAVEMENT LEAVE

The City shall authorize unit members to utilize up to three (3) days paid bereavement per incident following the death of an immediate family member. Any additional bereavement days off shall be subject to the approval of the Department Head on a case-by-case basis. The unit member may utilize accrued sick time during bereavement period for additional time off if needed.

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 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 a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

(10) UNIFORM ALLOWANCE

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

- A. For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, an initial issue of one jacket with biennial (every two years) replacements, an annual uniform allowance of \$300 per year. In addition, unit employees who are required to wear certain shoes/boots for their position will receive \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

The uniforms shall consist of:

Clerical – Blouse, skirt, pants, blazer, and vest

Police Desk Officer – Pants, skirt, shirt, and belt

Community Service Officer – Pants, shirt, jacket, belt, and name tag.

- B. Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with biennial (every two years) replacements, subject to Department head approval, and a pair of work shoes annually.
- C. Community Preservation Officers will be provided with a uniform as required by the department. All purchases shall be made in accordance with the City's purchasing policy.

Where uniform allowances are to be paid as stipulated above, they shall be paid by separate payroll checks bi-annually in the first full non-payroll week after November 15th and May 15th. 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.

(11) 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 ½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(12) WORKING OUT OF CLASS

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Only trained Police Department personnel should be allowed to perform strip searches or Jailer duties. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(13) **OTHER BENEFITS**

For other benefits such as tuition and mileage reimbursements, vacation leave, medical, dental, vision insurance, retirement, and so on, that apply to Schedule GPD, please refer to their specific MOU (Contract Nos. 1794).

(C) **PART-TIME EMPLOYEES**

Salary and benefits listed here apply to part-time employees assigned to **Schedule H** for "Hourly" employees, and **Schedule HFE** for "Hourly Full-Time Equivalent" employees, and reflect stipulations in the last MOU.

(1) **SALARY**

The hourly rates shown under **Schedules H** and **HFE** reflect stipulations in the existing last MOU. Per the MOU (Contract No. 1838), the following salaries and benefits shall apply for **Schedules H** and **HFE**, respectively:

- A. For Classifications with Full-Time Equivalent (FTE), which are categorized as **Schedule HFE**, effective on the first day of the pay period beginning after July 1, 2017, the base salary for each of the classifications shall be increased by one and half percent (1.5%).
- B. For Classifications without Full-Time Equivalent (FTE), and which do not fall below, or are directly impacted by, the State mandated Minimum Wage Standard, and are categorized as **Schedule H**, effective on the first day of the pay period beginning after July 1, 2017, the base salary for each of the classifications shall be increased by three quarter of one percent (0.75%). This reflects the MOU stipulation that those classifications shall receive an increase in base salary which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e. SFPEA and SFPCA).
- C. For Classifications that are directly impacted by the State mandated Minimum Wage Standard, as per State Senate Bill (SB) 3, effective July 1, 2017, salaries currently listed in this Resolution reflect no Cost of Living Adjustment. However, effective the pay period which includes January 1, 2018, base salaries of these classifications (i.e. Crossing Guard, Day Camp Counselor, Senior Day Camp Counselor, Pool Attendant/Cashier, Recreation Leaders I, II, and III) shall be increased by four and eight-tenths percent (4.8%), as per the MOU.

(2) **SICK LEAVE**

Each employee shall be credited with up to twenty-four (24) hours of sick leave upon hire. The exact amount of credited hours may be prorated based upon the date of hire. Thereafter, on July 1st of each subsequent year (beginning of new Fiscal Year), the employee shall be credited with 24 hours of sick leave, provided that the employee's total accumulation does not exceed the forty-eight (48) hours, which is the cap.

There shall be no payout of accumulated sick leave upon death, retirement, or

separation from service. However, an employee who is re-hired within one (1) year from date of separation shall have any unused accumulated sick leave reinstated.

For details of how and when accrued sick leave should be used, please refer to the MOU (Contract No. 1838).

(3) VACATION LEAVE

In order to facilitate the transition in methodology from accruals based upon continuous years of employment to accruals based upon actual hours of service, the parties agree to the following:

Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period, and calculated at a rate based upon total hours of City service, as follows:

- A. An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave hours.
- B. An employee with ten thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.
- C. An employee with twenty thousand (20,000) and up to twenty-five thousand (25,000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.
- D. An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours. Except as otherwise provided hereafter, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap. An employee denied vacation due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave to bring the employee under the cap. However, this provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout. For stipulations regarding deposit of previously earned paid leave, please refer to the MOU (Contract No. 1838).

(4) BEREAVEMENT LEAVE

The City shall authorize an employee to utilize up to twelve (12) hours of paid bereavement leave per incident of imminent death or following the death of an immediate family member. The employee may utilize other accrued leave time during the bereavement period for additional time off if needed.

For the purpose of this leave, an "immediate family member" shall mean a grandparent, parent, registered domestic partner, spouse, child, sibling, step and in-law relationships of the same categories, or any person living in the same household.

(5) BILINGUAL PAY

The City shall pay a bilingual bonus at the end of each month worked, to unit employees that qualify in accordance with the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- B. 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.

The bonus shall be paid as follows:

- A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars (\$50.00) per month.
- B. An employee who works eighty (80) hours or more per month shall be paid one hundred dollars (\$100.00) per month.

(6) UNIFORM ALLOWANCE/EQUIPMENT

The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.

- A. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.
- B. The uniforms shall consist of those that the department deems necessary.
- C. All purchases shall be made in accordance with the City's purchasing policy.
- D. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount is currently one hundred and fifty dollars (\$150.00) for eligible employees in this unit.

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Junior Cadets, Community Preservation Officers, and City/P.W. Maintenance Helpers, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars (\$100.00) in July of each fiscal year.

(7) **WORKING OUT OF CLASS**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than the employee's current base salary for the duration of such assignment. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formally approved in writing by the Department head.

(8) **OTHER BENEFITS**

For other part-time employee benefits, please refer to their specific MOU (Contract No. 1838)

(D) **POLICE OFFICERS' ASSOCIATION**

Salary and benefits listed here apply to regular full time employees assigned to **Schedule P**, for Sworn Police Officers and Sergeants, and reflect stipulations in the last MOU (Contract No. 1789)

(1) **SALARY**

The salary ranges shown under **Schedule P** reflects the following, per the last approved MOU:

- A. Effective on the first day of the pay period beginning after July 1, 2018, the base salary for each represented unit classification shall be increased by three percent (3%).

In computing benefits that are a percentage of base salary (e.g., Longevity) each benefit is calculated independently over the base salary of each respective employee.

(2) **LONGEVITY PAY**

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 (7½%) 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.

For unit employees hired on or after 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 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) BILINGUAL PAY

The City shall pay a bilingual bonus of a flat \$100 per month to unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- A. 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
- B. 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.

(4) FIELD TRAINING OFFICER

The City shall pay any sworn employee whom the department designates as a Field Training Officer (FTO) \$400 per month above his or her base salary.

(5) MOTOR OFFICER

The City shall pay any sworn employee whom the department designates as a Motor Officer \$400 per month above his or her base salary.

(6) 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 agrees to pay any sworn employee assigned to canine duties \$400 per month above his or her base salary, plus two (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.

(7) DETECTIVES

The City shall pay any sworn employee whom the department designates as a Detective \$400 per month above his or her base salary.

(8) POST CERTIFICATE COMPENSATION

Cert/Degree/Units	Before 1/1/12	Effective 1/1/12
Intermediate POST or AA/AS degree	\$229 Officer	\$200 Officer
Advanced POST or BA/BS degree	Add'l \$164 Officer	Add'l \$200 Officer
Supervisory POST or Master's degree	Add'l \$164 Officer	Add'l \$300 Officer
Intermediate POST or AA/AS degree	\$285 Sergeant	\$200 Sergeant
Advanced POST or BA/BS degree	Add'l \$204 Sergeant	Add'l \$200 Sergeant
Supervisory POST or Master's degree	Add'l \$204 Sergeant	Add'l \$300 Sergeant

The following shall apply:

- A. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate

degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".

- B. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor's degree or Advanced POST certificate - \$200/month; Master's degree or Supervisor's POST certificate - \$300/month. 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 shall be paid \$400/month. If the employee also had a Master's degree the employee would be paid \$700/month).
- C. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

(9) UNIFORM ALLOWANCE

The City shall pay employees a uniform allowance of \$800 per year. The allowance may be paid in equal semi-annual installments in the first pay periods of June and December, each year.

(10) OVERTIME

Employees shall receive time and one-half 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 bank exceed 100 hours.

(11) 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 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.

(12) CALL BACK COMPENSATION

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1½) times the regular rate of pay for the actual time worked, with a minimum of two (2) hours.

(13) ON-CALL/STAND-BY FOR COURT

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her 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 his/her regular rate of pay, with a minimum of two hours.

(14) COURT APPEARANCE PAY

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(15) OUT OF CLASS PAY

Any unit member appointed to act in a 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.

(16) 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 police 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 \$450 per month for each month short of 36. Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$450, or both, at the employee's option.

(17) OTHER BENEFITS

For other benefits such as holiday leave, medical, dental, vision insurance, and retirement, that apply to Schedule P, please refer to their MOU (Contract No. 1789 and 1789a).

(E) POLICE MANAGEMENT UNIT

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule MP**, for Sworn Police Lieutenants, and reflect stipulations in the last approved MOU.

(1) SALARY

The salary ranges shown under **Schedule MP** reflect the following, per the last approved MOU:

- A. Effective on the first day of the pay period beginning after July 1, 2018, the base salary for each represented unit classification was increased by three percent (3%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Bilingual, Special Assignment Pay, Post Certificate/Education, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) ANNUAL LEAVE

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

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

160 hours for 1-5 years of City service
200 hours for 6-10 year of City service
240 hours for 11 or more years of City service

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

Unit members may, at the employee's discretion, accrue up to 800 hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

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

(3) MANAGEMENT LEAVE

Management Leave, also known as Administrative Leave, is intended to allow the employee time to manage personal affairs as required. Management Leave also provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide 80 hours Management Leave per year, credited January 1st of each year. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next.

(4) BEREAVEMENT LEAVE

Employees shall be permitted to use up to five (5) days of any type of accrued leave per incident for bereavement purposes. The Police Chief may authorize additional days of leave for bereavement purposes on an as-needed basis.

(5) LONGEVITY PAY

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 (7½%) 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.

For unit employees hired on or after 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 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.

(6) POST CERTIFICATE COMPENSATION

Unit employees who possess any of these certificates shall be compensated as follows over that employee's base salary:

Cert/Degree/Units	Before 1/1/12	Effective 1/1/12
Intermediate POST or AA/AS degree	\$285/Month	\$200/Month
Advanced POST or BA/BS degree	Add'l \$204	Add'l \$200/Month
Supervisory POST or Master's degree	Add'l \$204	Add'l \$300/Month
The following shall apply:		

- A. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".

- B. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor's degree or Advanced POST certificate - \$200/month; Master's degree or Supervisor's POST certificate - \$300/month. 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 shall be paid \$400/month. If the employee also had a Master's degree the employee would be paid \$700/month).
- C. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.
- (7) **UNIFORM ALLOWANCE**
Uniform allowance for Police Lieutenants shall be \$800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year.
- (8) **OUT OF CLASS PAY**
Any unit member appointed to act in a 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.
- (9) **CONTRACT DUTY**
Unit members who, at the employee's discretion, work special assignments, typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.
- (10) **VEHICLES**
Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.
- (11) **OTHER BENEFITS**
For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule MP, please refer to their MOU (Contract No. 1793).
- (F) **POLICE CHIEF**
Per Resolution No. 7807, adopted August 7, 2017, the Police Chief is designated as a Department Head, and shall receive salary and benefits as specified in Council approved Resolutions specifying wages and benefits for all Department Heads. For more details, please refer to Resolution Nos. 7807 and 7692.
- (G) **DEPARTMENT HEADS AND MANAGEMENT**

Salaries and benefits listed here apply to regular full-time, non-sworn Department heads and Management employees assigned to **Schedule M**, and reflect stipulations in the last MOU/Resolution. These stipulations may change, and are contingent upon negotiation of a new MOU/Resolution.

(1) **SALARY**

- A. For full-time, non-sworn Department heads, the salary ranges shown under **Schedule M** reflect the following, per Resolution No. 7692: The salary and benefits for the Police Chief and the City Clerk are reflective of approved provisions in Resolution Nos. 7807, 7692, and Contract No. 1804, 1804 (a) and (b)).
 - i. Effective on the first day of the first pay period beginning after July 1, 2018, the employee's base salary shall be increased by two percent (2%).
- B. For full-time, non-sworn Management employees, the salary ranges shown under **Schedule M** reflect no increase for Fiscal Year 2018-2019 pending conclusion of labor negotiations. However, benefits shown here are reflective of provisions in the last approved MOU (Contract No.1796).

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) **BILINGUAL PAY**

The City shall pay \$100.00 per month bilingual bonus for unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- B. 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.

(3) **ANNUAL LEAVE**

- A. Unit employees shall be entitled to 100% of their annual leave accrual balance to be received in compensation at termination or separation.

- B. Annual Leave accrual per pay period for all unit members is as follows: 0 – 5 years of service: 6.15 Hours; 5 – 9 years of service: 7.69 Hours; and 10 or more years of service: 9.23 Hours.
- C. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.

(4) MANAGEMENT LEAVE

The City shall grant full-time, non-sworn Department heads 120 hours of management leave per calendar year, to be credited each January 1. Up to 120 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

For full-time, non-sworn Management employees, the City shall grant 80 hours of management leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

(5) ACTING PAY

Employees who by written assignment perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(6) LONGEVITY PAY

Regular full-time, non-sworn Department heads and Management employees shall receive longevity pay as follows:

- A. Unit employees that have completed 10 years of service from date of hire, an additional 3% above the base salary step for each employee.
- B. Unit employees that have completed 20 years of service from date of hire, a total of 4% over and above the base salary.
- C. Unit employees that have completed 30 years of service from date of hire, a total of 5% over and above the base salary.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(7) **CAR ALLOWANCE**

Department heads will receive a City-provided vehicle or car allowance of \$300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

(8) **MILEAGE REIMBURSEMENT**

Full-time non-sworn Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) **TUITION REIMBURSEMENT**

The City shall reimburse Department heads and Management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

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

(10) **TECHNOLOGY REIMBURSEMENT**

Department heads may elect to receive a technology reimbursement of \$100/month in lieu of a City-issued cell phone. Department heads that continue to receive a City-issued phone will not receive the reimbursement.

(11) **OTHER BENEFITS**

For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule M, and Department heads, please refer to Council Resolution Nos. 7807 and 7692 (for Department Heads), and MOU (Contract No. 1796) for SFMG.

(H) **CITY CLERK**

For the City Clerk position, the salary shown reflects a Flat Rate for the 2018-2019 Fiscal Year, as per Contract No. 1804, and applicable amendments. The City Clerk' is designated as a Department Head, and shall receive salary and benefits as specified in Council approved Resolutions specifying wages and benefits for all Department Heads. For more details, please refer to the City Clerk's Contracts above, as well as Resolution No.7692.

(I) **CITY MANAGER**

For the City Manager position, the following shall apply, but can change contingent upon negotiated contract:

(1) **SALARY**

The salary shown for the City Manager in this salary schedule reflects a Flat Rate for the 2018-2019 Fiscal Year, as per Contract No. 1864. Subsequent increases shall be based on negotiated agreement between the City Manager and the City.

(2) **MISCELLANEOUS BENEFITS**

The City Manager shall receive the following benefits in the manner prescribed under Resolution No. 7692: Annual Leave, Management Leave, Bereavement Leave, Wellness Reimbursement, Holidays, and Automobile Allowance.

(3) **OTHER BENEFITS**

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the City Manager, please refer to Contract No. 1864.

(J) **CITY COUNCIL**

In addition to the compensation reported under Section 2 (D) above, members of the City Council shall also receive the following benefits:

(1) **AUTOMOBILE ALLOWANCE**

The City shall provide City Council members with an automobile allowance in the amount of Three Hundred Dollars (\$300) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(2) **MEDICAL, DENTAL AND VISION INSURANCE**

City Council members shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Council member does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

(3) **RETIREMENT**

City Council members shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws.

(4) **TECHNOLOGY REIMBURSEMENT**

City Council members may elect to receive a technology reimbursement of \$100/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.

(5) **WELLNESS REIMBURSEMENT**

The City shall reimburse City Council members up to annual maximum of \$600 for reimbursable "wellness" expenses specifically incurred for health and welfare to the

extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

SECTION 4: EMPLOYEES PLACED IN SAME STEP

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2018 and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

SECTION 5: INTERPRETATION INEQUITY

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be final.

SECTION 6: INTENT OF COUNCIL

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provision of this Resolution.

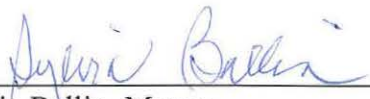
SECTION 7: REPEAL

Resolution No. 7796, adopted June 19, 2017, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

SECTION 8: EFFECTIVE DATE

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2018.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.



Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES: Ballin, Fajardo, Gonzales – 3

NOES: None

ABSENT: Lopez, Soto – 2

Elena G. Chávez
Elena G. Chávez, City Clerk