

RESOLUTION NO. 8014

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. 7919 ADOPTED JUNE 17, 2019 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 MANAGEMENT EMPLOYEES - SAN FERNANDO MANAGEMENT GROUP (SFMG)**
- **SCHEDULE "DH": FOR DEPARTMENT HEADS**
- **SCHEDULE "H": FOR HOURLY EMPLOYEES - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "PFE": FOR HOURLY FULL-TIME EQUIVALENT - POLICE SERVICE EMPLOYEES**

(Details of the respective schedules are on pages 2 thru 5)

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SFPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
64	3219	3396	3584	3781	3988
67	3688	3894	4107	4333	4572
68	3745	3951	4174	4398	4640
69	3794	4005	4223	4455	4699
70	3876	4091	4314	4550	4800
71	3897	4110	4336	4574	4826
72	4009	4229	4460	4706	4963
73	4094	4315	4553	4802	5067
76	4257	4486	4734	4996	5269
79	4456	4700	4959	5233	5521
82	4659	4916	5187	5471	5771
88	5097	5377	5674	5984	6312
89	5174	5457	5758	6076	6409
95	5657	5967	6294	6642	7005
96	5742	6055	6388	6742	7112
103	6371	6720	7093	7481	7893
104	6468	6821	7199	7593	8011
105	6565	6924	7307	7707	8131

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

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
74	3685	3886	4099	4327	4562
77	3855	4067	4290	4524	4772
82	4132	4357	4598	4851	5119
83	4187	4416	4660	4915	5185
92	4706	4963	5234	5521	5823
94	4829	5076	5379	5635	5934
107	5963	6290	6636	6999	7383

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	4171	4380	4596	4826	5067
71	4489	4713	4949	5196	5456
77	5207	5467	5742	6028	6329

**SCHEDULE P
FOR
SWORN POLICE EMPLOYEES (SFPOA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
73	6161	6498	6860	7231	7633
95	7658	8080	8524	8993	9490

**SCHEDULE MP
FOR
SWORN POLICE MANAGEMENT (SFPOA-PMU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	9916	10411	10931	11478	12053

**SCHEDULE M
FOR
MANAGEMENT EMPLOYEES (SFMG)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	5933	6229	6543	6870	7215
64	7307	7672	8055	8459	8882
68	8027	8428	8850	9291	9756

**SCHEDULE DH
FOR
DEPARTMENT HEADS (UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	9495	9970	10469	10992	11542
79	11283	11847	12437	13062	13712
82	12210	12820	13460	14135	14839
84	13388	14058	14761	15498	16274

**SCHEDULE H
FOR
PART-TIME HOURLY EMPLOYEES (SFPEBU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	13.00	13.55	14.12	14.72	15.36
45	13.20	13.79	14.43	15.08	15.76
47	13.62	14.21	14.84	15.48	16.16
48	13.81	14.44	15.08	15.76	16.55
52	14.26	14.89	15.53	16.21	16.92
65	15.72	16.58	17.51	18.49	19.49
71	17.11	17.93	18.79	19.68	20.62
94	22.19	23.43	24.73	26.07	27.50

**SCHEDULE HFE
FOR
PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT
(SFPEBU)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
100	21.26	22.42	23.65	24.96	26.32
103	21.86	23.11	24.36	25.70	27.11
104	22.24	23.46	24.75	26.10	27.53
122	27.15	28.63	30.20	31.85	33.59

**SCHEDULE PFE
FOR
HOURLY POLICE SERVICE EMPLOYEES - FULL TIME EQUIVALENT
(UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
140	35.54	37.49	39.58	41.72	44.04

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
Administrative Assistant	82GPD	4132	4357	4598	4851	5119
Associate Planner	96G	5742	6055	6388	6742	7112
Building Maintenance Worker/ Electrical Helper	70G	3876	4091	4314	4550	4800
Building & Safety Supervisor	103G	6371	6720	7093	7481	7893
City Clerk	FLAT RATE	9665.75				
City Manager	FLAT RATE	17153.00				
Civil Engineering Assistant II	104G	6468	6821	7199	7593	8011
Community Development Secretary	76G	4257	4486	4734	4996	5269
Community Preservation Officer	92GPD	4706	4963	5234	5521	5823
Community Service Officer	77GPD	3855	4067	4290	4524	4772
Community Services Supervisor	88G	5097	5377	5674	5984	6312
Cultural Arts Supervisor	88G	5097	5377	5674	5984	6312
Deputy City Clerk/ Management Analyst	55M	5933	6229	6543	6870	7215

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Director of Community Development	79DH	11283	11847	12437	13062	13712
Director of Finance	79DH	11283	11847	12437	13062	13712
Director of Public Works	82DH	12210	12820	13460	14135	14839
Director of Recreation and Community Services	75DH	9495	9970	10469	10992	11542
Electrical Supervisor	95G	5657	5967	6294	6642	7005
Equipment and Materials Supervisor	95G	5657	5967	6294	6642	7005
Executive Assistant to the City Manager	77C	5207	5467	5742	6028	6329
Finance Office Specialist	68G	3745	3951	4174	4398	4640
Management Analyst	55M	5933	6229	6543	6870	7215
Mechanical Helper	67G	3688	3894	4107	4333	4572
Meter Technician	72G	4009	4229	4460	4706	4963
Office Clerk	64G	3219	3396	3584	3781	3988
Office Specialist	71G	3897	4110	4336	4574	4826
Payroll Technician	68C	4171	4380	4596	4826	5067
Personnel Manager	68M	8027	8428	8850	9291	9756
Personnel Technician	71C	4489	4713	4949	5196	5456
Police Cadet	73P	6161	6498	6860	7231	7633
Police Chief	84DH	13388	14058	14761	15498	16274
Police Desk Officer	94GPD	4829	5076	5379	5635	5934
Police Lieutenant	75MP	9916	10411	10931	11478	12053
Police Officer	73P	6161	6498	6860	7231	7633
Police Records Administrator	107GPD	5963	6290	6636	6999	7383
Police Records Specialist	74GPD	3685	3886	4099	4327	4562
Police Sergeant	95P	7658	8080	8524	8993	9490
Program Specialist	69G	3794	4005	4223	4455	4699

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Property Control Officer	83GPD	4187	4416	4660	4915	5185
Public Works Administrative Coordinator	79G	4456	4700	4959	5233	5521
Public Works Field Supervisor I	82G	4659	4916	5187	5471	5771
Public Works Field Supervisor II	89G	5174	5457	5758	6076	6409
Public Works Maintenance Worker	67G	3688	3894	4107	4333	4572
Public Works Office Specialist	76G	4257	4486	4734	4996	5269
Public Works Superintendent	105G	6565	6924	7307	7707	8131
Recreation Supervisor	88G	5097	5377	5674	5984	6312
Senior Account Clerk	68G	3745	3951	4174	4398	4640
Senior Accountant	64M	7307	7672	8055	8459	8882
Senior Maintenance Worker	73G	4094	4315	4553	4802	5067
Treasury Manager	55M	5933	6229	6543	6870	7215
Water Pump Operator/ Backflow Technician	76G	4257	4486	4734	4996	5269
Water Superintendent	105G	6565	6924	7307	7707	8131

(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	65H	15.72	16.58	17.51	18.49	19.49
Community Preservation Officer	122HFE	27.15	28.63	30.20	38.15	33.59
Community Service Officer	104HFE	22.24	23.46	24.75	26.10	27.53
Crossing Guard	44H	13.00	13.55	14.12	14.72	15.36
Day Camp Counselor	44H	13.00	13.55	14.12	14.72	15.36

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Junior Cadet	45H	13.20	13.79	14.43	15.08	15.76
Office Clerk/Cashier	48H	13.81	14.44	15.08	15.76	16.55
Personnel Assistant	94H	22.19	23.43	24.73	26.07	27.50
Police Cadet	140PFE	35.54	37.49	39.58	41.72	44.04
Police Reserve Officer	140PFE	35.54	37.49	39.58	41.72	44.04
Police Records Specialist	100HFE	21.26	22.42	23.65	24.96	26.32
Pool Attendant/ Cashier	44H	13.00	13.55	14.12	14.72	15.36
Program Specialist	103HFE	21.89	23.11	24.36	25.70	27.11
Public Works Maintenance Helper	65H	15.72	16.58	17.51	18.49	19.49
Recreation Leader I	44H	13.00	13.55	14.12	14.72	15.36
Recreation Leader II	47H	13.62	14.21	14.84	15.48	16.16
Recreation Leader III	71H	17.11	17.93	18.79	19.68	20.62
Senior Day Camp Counselor	52H	14.26	14.89	15.53	16.21	16.92

**(C) COMPENSATION FOR COMMISSIONS, BOARDS, COMMITTEE MEMBERS,
AND COUNCIL LIAISON**

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

COMMISSION/COMMITTEE/LIAISON

COMPENSATION PER
MEETING ATTENDED
(NOT TO EXCEED ONE
MEETING PER MONTH)

Disaster Council	\$75.00
Education Commission	\$75.00
Planning and Preservation Commission	\$75.00
Parks, Wellness, and Recreation Commission	\$75.00
Transportation and Safety Commission	\$75.00
City Council Liaison to the Greater LA County Vector Control District	\$150.00

(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(H) 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, 2020, the base salary for each of the classifications shall be increased by two percent (2%).

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.
- 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 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 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

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 Director of Public Works or their designee.

A "special project" shall be any new project work approved by the Director of Public Works 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 by 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 Floating holiday, if not used within 12 months of receipt of the holiday, the Floating holiday is lost).

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

(16) 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.

(17) OTHER BENEFITS

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

(B) NON-SWORN GENERAL EMPLOYEES

Salary and benefits listed here apply to full-time, non-sworn general employees (i.e., San Fernando Police Civilians' Association (SFPCA) members) assigned to **Schedule GPD**, and reflect stipulations in the last MOU.

(1) SALARY

The salaries shown for SFPCA unit employees reflect the following stipulations from the last negotiated MOU (Contract No. 1928):

- A. Effective the first day of the first full pay period beginning after July 1, 2020, the base salary of each represented unit classification shall be increased by four percent (4%), with classic CalPERS members picking up an additional two percent (2%) of the City's contribution to CalPERS, for a total pickup of six percent (6%) of the City's contribution.

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).

(2) LONGEVITY PAY

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

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

(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 with such testing to be conducted every five years;
- B. Employees receiving bilingual pay as of July 1, 2018 must pass the testing by June 30, 2021 to continue to receive the bilingual pay; and
- C. 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 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 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 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, 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) UNIFORM ALLOWANCE

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

- A. 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 (every two years) 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 (5) replacement polo shirts per year, and one outdoor jacket with biennial replacements.
- B. Boots/Shoes: 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.
- C. Uniforms shall consist of:
 - Clerical – Shirt/Casual Polo, skirt or pants, blazer, and vest
 - Police Desk Officer – Shirt, skirt or pants, name tag, tie, tie bar, and belt

Where uniform allowances are to be paid as stipulated above, they shall be paid by separate payroll checks semi-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.

- D. Rain Gear: The City shall provide rain gear to employees assigned to work in the rain.

(9) 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.

(10) 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 5% 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 "Acting Out of Class" provisions below (i.e., Section 9.05 of SFPCA MOU, Contract No. 1928)

(11) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager's approval, to perform the duties of a higher level classification due to a 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 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 (6) 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.

(12) 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 No. 1928).

(C) PART-TIME EMPLOYEES

Salary and benefits listed here apply to part-time employees assigned to **Schedules H** (regular Hourly employees), **HFE** (Hourly Full-Time Equivalent employees), and **PFE** (Hourly Police Service employees), respectively, and reflect stipulations in the last MOU.

Schedule PFE shall apply to police service employees, such as Police Cadet, and Police Reserve Officers when activated for active Police Officer duties on an hourly basis. The salaries and benefits for the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) may change depending on the outcome of pending negotiations.

(1) **SALARY**

The hourly rates shown under **Schedules H** and **HFE** reflect stipulations in the last MOU (Contract No. 1838), as follows:

- A. Classifications without Full-time Equivalency (FTE), categorized as **Schedule H**, and which have salary ranges above the required minimum wage, 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). Such increases shall be effective on the same date as the classifications with an FTE.
- B. Classifications with Full-Time Equivalency (FTE), categorized as **Schedule HFE**, shall receive the same increase in base salary as the FTE positions. Such increases shall be effective on the same date as the FTE positions.
- C. For Classifications that are directly impacted by the State mandated Minimum Wage Standard, as per State Senate Bill (SB) 3, effective July 1, 2020, salaries currently listed in this Resolution reflect no Cost of Living Adjustment. However, effective the pay period which includes January 1, 2021, base salaries of these classifications (i.e. Crossing Guard, Day Camp Counselor, Junior Cadet, Senior Day Camp Counselor, Pool Attendant/Cashier, Recreation Leaders I, II, and III) shall be increased by seven and seven-tenths percent (7.7%), as per the MOU, and the minimum wage shall be fourteen dollars (\$14.00) per hour.

(2) **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 MOU (Contract No. 1838) stipulates as follows:

Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period, and the leave shall be 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 then 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).

(3) 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.

(4) 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 was 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 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.

(5) 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.

(6) OTHER BENEFITS

For other part-time employee benefits, please refer to their 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. 1932)

(1) SALARY

The following salary ranges shown under **Schedule P** are consistent with the following provisions negotiated in the last MOU:

- A. Effective on the first day of the first full pay period beginning after July 1, 2020, the base salary for each represented unit classification shall be increased by four (4) percent, with classic CalPERS members picking up an additional one percent (1%) of the City's contribution to CalPERS for a total employee pickup of two (2%) of the City's contribution.

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).

(2) LONGEVITY PAY

A. Tier One: For unit employees hired prior to January 1, 2012, the City shall pay Longevity to all eligible unit members as follows:

- i. 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.
- ii. 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.
- iii. 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.

B. Tier Two: For unit employees hired on or after January 1, 2012, the City shall pay Longevity to all eligible unit members as follows:

- i. 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.
- ii. 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.
- iii. 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.

C. Elimination of Tiers: Effective July 1, 2023, all unit shall be eligible to receive Longevity pay under Tier One.

(3) BILINGUAL PAY

The City shall provide bilingual pay in the amount of one hundred dollars (\$100) per month to unit employees that satisfy 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) additional six percent (6%) per month above his or her base salary.

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

(5) MOTOR OFFICER

The City shall pay any sworn employee whom the department designates as a Motor Officer additional six percent (6%) per month above his or her base salary.

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

(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 shall provide special assignment pay to any sworn employee assigned to canine duty in the amount of six percent (6%) above his or her base salary. In addition, the City shall pay each canine officer 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.

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

(7) **DETECTIVES**

The City shall pay any sworn employee whom the department designates as a Detective additional six percent (6%) per month above his or her base salary.

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

(8) **SCHOOL RESOURCE OFFICER**

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

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

(9) **POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS**

In order to receive Post Certificate and/or Educational Incentive Pay, unit employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

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

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

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

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an intermediate POST certificate would receive 4% for the Bachelor's, and 4% for the Intermediate POST, for a total of eight percent (8%) above their base salary. If the employee also had a Master's degree, the employee would receive an additional 2.5%, for a total of 10.5% above his or her base salary.

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

(10) 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. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(5), Uniform Allowance.

(11) 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.

(12) 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.

(13) 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 three (3) hours.

When the employee is required to perform work by phone or computer, the employee shall receive one and one half (1.5) times the regular rate of pay for the actual time worked, with a minimum of one (1) hour. Telephone calls under 15 minutes per day shall be deemed *de minimus* and receive no compensation.

(14) **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 (1.5) times his/her regular rate of pay, with a minimum of two hours.

(15) **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.

(16) **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.

(17) **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 \$500 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 \$500, or both, at the employee's option.

(18) **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. 1932).

(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 (Contract No. 1939).

(1) **SALARY**

The following salary ranges shown under **Schedule MP** are consistent with the following provisions negotiated in the last MOU:

- A. Effective on the first day of the first full pay period beginning after July 1, 2020, the base salary for each represented unit classification shall be increased by four (4) percent, with classic CalPERS members picking up an additional one percent (1%) of the City's contribution to CalPERS for a total employee pickup of two (2%) of the City's contribution.

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).

(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 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.

Annual Leave Cash Out:

On or before December 31st of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay. 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 in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. For more details regarding this benefit, please refer to the MOU, Contract No. 1939).

(3) **MANAGEMENT LEAVE**

Management Leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide one hundred and twenty (120) hours of Management Leave per year, to be credited as follows:

- i. On January 1st of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1st of each year, employees shall be credited with an additional forty (40) hours of Management Leave per year.

- ii. In the first pay period of December each year, the City shall cash out the employee's accrued balance of unused management leave, not to exceed 40 hours per year. With the exception of the maximum 40 hours of management leave that may be cashed out, all management leave hours must be used in the year earned, and cannot be carried over from one calendar year to the next.

(4) LONGEVITY PAY

A. Tier One: For unit employees hired prior to January 1, 2012, the City shall pay Longevity to all eligible unit members as follows:

- i. 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.
- ii. 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.
- iii. 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.

B. Tier Two: For unit employees hired on or after January 1, 2012, the City shall pay Longevity to all eligible unit members as follows:

- i. 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.
- ii. 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.
- iii. 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.

C. Elimination of Tiers: Effective July 1, 2023, all unit shall be eligible to receive Longevity pay under Tier One.

For unit employees hired prior to January 1, 2012:

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

- A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.

- B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (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.

(5) POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

In order to receive Post Certificate and/or Educational Incentive Pay, unit employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

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

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

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

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an intermediate POST certificate would receive 4% for the Bachelor's, and 4% for the Intermediate POST, for a total of eight percent (8%) above their base salary. If the employee also had a Master's degree, the employee would receive an additional 2.5%, for a total of 10.5% above his or her base salary.

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

(6) 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. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all Classic CalPERS members pursuant to CCR §571(a)(2) and CCR §571.1(a)(5), Uniform Allowance.

(7) OUT OF CLASS PAY

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

(8) 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 (1.5) times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

"Contract Duty" shall mean police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

(9) 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.

(10) 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. 1939).

(F) DEPARTMENT HEADS AND MANAGEMENT

Salaries and benefits listed here apply to regular full-time employees designated as Department Heads (**Schedule DH**), as well as non-sworn Management employees assigned to **Schedule M**, and reflect stipulations in the applicable below referenced Resolutions for Department Heads, and MOU for Management employees.

(1) SALARY

- A. For Department heads, the salary ranges shown under **Schedule DH** reflect the provisions in Resolution No. 7973 with cost of living adjustment as stipulated below:
 - i. Effective the first day of the first pay period beginning after July 1, 2020, the employee's base salary 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 for a total employee pickup of two (2%) of the City's contribution.
- B. For non-sworn Management employees, the salary ranges shown under **Schedule M** reflect the following increase for FY 2020-2021, as per the last approved MOU (Contract No. 1905):
 - i. Effective on the first day of the first pay period beginning after July 1, 2020, the base salary for each represented unit classification shall be increased by two and one-half percent (2.5%).

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

For Department Heads and Management employees, the City shall provide bilingual pay in the amount of \$100.00 per month to employees that satisfy the following conditions:

- A. The employee has satisfactorily demonstrated to 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 his/her Department Head, and approved in writing by the City Manager.
- C. Per the MOU for Management employees (Contract No. 1905), employees shall be subject to a bi-annual written and/or oral testing procedures as selected by the City.

(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 at their regular rate of pay. However, per Resolution No. 7807, "Department heads may, at their discretion, accrue up to four hundred (400) hours of Annual Leave," and per Contract No.1905, Management employees, at their discretion, may "accrue up to eight hundred (800) hours of Annual Leave."
- B. Annual Leave accrual per pay period for all Department heads and Management employees is as follows: 0 – 4 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 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 Management employees (SFMG), 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 hourly rate of pay, on a pro-rated basis.

(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

Department heads (with the exclusion of the Police Chief, per Resolution No.7807) shall be eligible to receive longevity pay as stipulated below. Per the MOU (Contract No. 1905), only Management employees hired on or before July 1, 2018 are eligible for longevity pay. Eligible Department heads and Management employees shall receive longevity pay under the following terms:

- 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**

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) **DEPUTY CITY MANAGER**

Per Resolution No. 7973, the City Manager may at his or her discretion, designate no more than one (1) Department head as Deputy City Manager. A Department head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of his or her base salary.

(12) **OTHER BENEFITS**

For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedules DH and M, please refer to Council Resolution Nos. 7973 (for Department Heads), and MOU (Contract No. 1905) for Management employees.

(G) 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 as stipulated in his Contract Nos. 1906, and 1906 (a).

- A. Per Contract No. 1906, effective July 1st of each calendar year, during the term of the Agreement, the City Manager's base salary shall be adjusted by a percentage equal to the annual percentage change to the May Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area.

Per the latest report issued by the U.S. Department of Labor, Bureau of Labor Statistics, the May 2020 CPI is 0.9%.

- B. Effective February 1, 2020, the City Manager shall contribute two percent (2%) of his base salary toward the City's CalPERS pension cost.
- C. Effective February 1, 2020, the City shall deposit the sum of Five Hundred Dollars (\$500) per month in employee's 457 Deferred Compensation Plan.

(2) MISCELLANEOUS BENEFITS

The City Manager shall receive the following benefits in the manner prescribed under Resolution No. 7807 (which established the Salary and Benefits for Department Heads, and now replaced by Resolution No. 7973): 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. 1906 and 1906 (a).

(H) 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, 2020 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. 7919, adopted June 17, 2020, 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.

Res. No. 8014

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, 2020.

PASSED, APPROVED, AND ADOPTED this 15th day of June, 2020.

Joel Fajardo

Joel Fajardo, Mayor

ATTEST:

Julia Fritz

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8014 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15th day of June, 2020, by the following vote of the City Council:

AYES: Fajardo, Pacheco, Ballin, Gonzales, Mendoza – 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 22nd day of June, 2020.



Julia Fritz, City Clerk