RESOLUTION NO. 8338

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING PORTIONS OF RESOLUTION NO. 8316, ADOPTED JULY 1, 2024, AMENDING THE SALARY PLAN FOR SAN FERNANDO POLICE CIVILIANS' ASSOCIATION

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

SECTION 1: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting "Schedule GPD For General Employees (Police Department – San Fernando Police Civilians' Association (SFPCA)) on page 4, and replacing it with the following, effective the first day of the first full pay period that includes July 1, 2024:

SCHEDULE GPD FOR GENERAL EMPLOYEES (POLICE DEPARTMENT - SFPCA)							
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E		
74	4350	4578	4818	5071	5337		
77	4549	4788	5039	5304	5583		
78	4640	4884	5141	5411	5695		
83	4941	5201	5474	5762	6065		
88	5255	5531	5822	6128	6450		
92	5550	5842	6149	6472	6812		
94	5656	5953	6266	6595	6942		
107	7037	7407	7796	8206	8637		

SECTION 2: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting the following on page 7-9 and replacing the salary ranges below, effective the first day of the first full pay period that includes July 1, 2024:

CLASSIFICATION	SALARY RANGES NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Community Preservation Officer	92GPD	5550	5842	6149	6472	6812
Community Service Officer	78GPD	4640	4884	5141	5411	5695

CLASSIFICATION	SALARY RANGES NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Police Desk Officer	94GPD	5656	5953	6266	6595	6942
Police Executive Assistant	88GPD	5255	5531	5822	6128	6450
Police Records Administrator	107GPD	7037	7407	7796	8206	8637
Police Records Specialist	74GPD	4350	4578	4818	5071	5337
Property Control Officer	83GPD	4941	5201	5474	5762	6065

SECTION 3: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting "Schedule HFE For Part Time Hourly Employees-Full Time Equivalent (SFPEBU) on page 5, and replacing it with the following, effective the first day of the first full pay period that includes July 1, 2024:

SCHEDULE HFE							
FOR PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT - SFPEBU)							
PART	TIME HOURLY E	MIPLOYEES - FI	ULL TIME EQUI	VALENT - SFPEE	3U)		
SALARY RANGE							
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E		
62	17.13	18.07	19.07	20.12	21.22		
100	25.10	26.41	27.80	29.26	30.79		
104	26.77	28.18	29.66	31.22	32.86		
114	27.36	28.85	30.44	32.12	33.88		
122	32.02	33.70	35.48	37.34	39.30		

SECTION 4: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting the following on page 10-11 and replacing the salary ranges below, effective the first day of the first full pay period that includes July 1, 2024:

CLASSIFICATION	SALARY RANGES NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Community Preservation Officer	122HFE	32.02	33.70	35.48	37.34	39.30

CLASSIFICATION	SALARY RANGES NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Community Service Officer	104HFE	26.77	28.18	29.66	31.22	32.86
Police Records Specialist	100HFE	25.10	26.41	27.80	29.26	30.79

SECTION 5: That that portion of Section 3 sub-section B "Non-Sworn General Employees" of the Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting and replacing "Section 3, Subsection B (3) Non-Sworn General Employees on page 20-26, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

B. NON-SWORN GENERAL EMPLOYEES

Salaries 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 their last MOU (Contract No. 2294).

(1) SALARY

The salaries shown for SFPCA unit employees reflect stipulations from the last negotiated MOU (Contract No. 2294), Article 5.01, which expires June 30, 2029:

A. Effective the first pay period that includes July 1, 2024, unit members shall receive a base salary increase of five percent (5%).

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

Employees are eligible for Longevity pay under the following terms:

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

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

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

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

(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 a continuation (immediately preceding or following) of his/her regular established work schedule, shall be compensated as follows:

A. When the employee is required to physically report for duty, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of three (3) hours compensation for any such "callback."

B. When the employee is required to perform work by phone or computer, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of one hour. Telephone calls/computer/emails under 15 minutes per day shall be deemed de minimus, and employees shall receive no call back or compensation for such work.

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

(8) <u>UNIFORM ALLOWANCE/EQUIPMENT ALLOWANCE</u>

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 even-numbered year) replacements, and an annual uniform allowance of \$500 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 \$300 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:

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

Uniform/Equipment Allowance shall be paid by separate payroll check semi-annually. 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 offduty hours, shall be paid at one and one-half (1 $\frac{1}{2}$) 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. 2294).

(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:

- A. 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.
- B. 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) <u>CERTIFICATION PAYS</u>

Employees who possess any of the certificates listed below prior to September 1, 2021 shall receive the commensurate certification pay effective the first day of the pay period that includes July 1, 2024. For employees who earned any of the certificates listed below, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of the newly acquired certificate to the Human Resources Division:

A. POST Certification

- i. Dispatcher Intermediate: Employees who hold a Dispatcher Intermediate Certificate from POST shall receive an additional 4% above their base salary step.
- ii. Dispatcher Advanced: Employees who hold a Dispatcher Advanced Certificate from POST shall receive an additional 4% above their base salary step.
- iii. Records Supervisor: Employees who hold a Records Supervisor Certificate from POST shall receive an additional 2.5% above their base salary step.
- B. <u>CPR/First Aid/AED Trainer</u>: Employees who hold a CPR/First Aid/AED Trainer certificate from the American Red Cross shall receive an additional 5% above their base salary step.
- C. <u>CACEO</u>: Employees who hold certification as a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers shall receive an additional 5% above their base salary step.
- D. <u>IAAP</u>: Employees who hold certification as a Certified Administrative Professional from the International Association of Administrative Professionals shall receive an additional 5% above their base salary step.
- E. <u>IAPE</u>: Employees who hold certification as a Certified Property and Evidence Specialist from the International Association for Property and Evidence shall receive an additional 5% above their base salary step.

- F. CLETS: Employees who hold certification as a Certified CLETS Trainer from the California Department of Justice shall receive an additional 5% above their base salary step.
- G. ATSSA: Employees who hold certification as a Certified Traffic Control Technician from the American Traffic Safety Services Association shall receive an additional 5% above their base salary step.
- H. NENA: Employees who hold certification as a Certified Emergency Number Professional from the National Emergency Number Association shall receive an additional 5% above their base salary step.
- I. Building Inspector Pay: An employee assigned to serve as Community Preservation and Building Inspector shall receive ten percent (10%) above base Community Preservation Officer pay. To serve as Community Preservation and Building Inspector, the employee must hold at least one valid certification as either a Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

(13)**OTHER BENEFITS**

For other benefits such as tuition and mileage reimbursements, vacation leave, medical, dental, vision insurance, retirement, Paid Parental Leave, Lead Assignment Pay, Vacation Leave Cash out, and so on, that apply to Schedule GPD, please refer to their specific MOU (Contract No. 2294).

The City Clerk shall certify to the adoption of this Resolution and shall **SECTION 6:** cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 16th day of August, 2024.

DocuSigned by: Celeste Rodriguez

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

Signed by:

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. 8338, 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 16th day of September, 2024, by the following vote of the City Council:

AYES: Garcia, Solorio, Fajardo, Mendoza - 4

NAYS: None

ABSENT: Rodriguez - 1

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this <u>3rd</u> day of October, 2024.

Julia Fritz

Julia Fritz, City Clerk