

THE CITY OF
SAN FERNANDO

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

**San Fernando
Police Officers' Association
Police Management Unit
(SFPOA PMU)**

&

**City of San Fernando
(City)**

SFPOA REPRESENTATION

Robert M. Wexler

MOU TERM

January 1, 2024 – June 30, 2028

CITY CONTRACT NO.

2278

ADOPTION DATE

August 5, 2024

MOU: SFPOA PMU (2024-2028)

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ARTICLE 1 INTRODUCTION**1.01 PREAMBLE**

This Memorandum of Understanding (“MOU”), by and between the San Fernando Police Officers’ Association Police Management Unit (the “Association”) and the City of San Fernando (the “City”) (collectively referred to herein as “the parties”) has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that impact the employees within this bargaining unit.

1.02 RECOGNITION

The City recognizes the Association as the exclusive bargaining representative of the employees in the Police Management Unit, subject to the right of an employee to self-representation. The term “employee” or “employees” is used in this MOU to refer to those employees in the classifications of Police Commander -, and such other classifications within the police management ranks as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes the parties’ joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

1.04 PROVISIONS OF LAW AND SEVERABILITY

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

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If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be effective beginning 12:00 a.m. on January 1, 2024, and shall terminate at 11:59 p.m. on June 30, 2028.

On or about April 1, 2028, the Association shall present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in this MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

1.06 CITY RIGHTS

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

1.07 EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and condition of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, retaliated or discriminated against by the City or by any employee organization because of the exercise of these rights.

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ARTICLE 2 INSURANCE BENEFITS

2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City contracts with the California Public Employees’ Retirement System (CalPERS) for medical insurance coverage (Medical Insurance Plan). Eligible new hires are covered under the City’s Medical Insurance Plan on the first day of the month following enrollment.

The City shall pay the full cost of the employee’s selected Medical Insurance Plan, not to exceed the premium costs of the third most expensive plan available at each plan level (e.g., employee, employee +1, and employee + 2 or more) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for 2024 shall be as follows:

	January 1, 2024
Employee only:	\$926
Employee + 1:	\$1,863
Employee +2 or more:	\$2,371

An employee who elects to enroll in a medical plan that exceeds the City’s contribution for the third highest plan offered shall pay the amount exceeding the City’s contribution through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

Vision and Dental Insurance

In addition to medical insurance premiums, the City shall provide fully paid dental and vision coverage for all employees and eligible dependents.

Opt Out

Unit employees may elect to discontinue participation in the City’s Medical Insurance Plan (“Opt Out”), subject to provisions set forth below. The intent of this provision is to share cost savings that the City will derive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City’s Medical Insurance Plan.

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2. For employees who Opt-out of the City medical insurance coverage, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.
3. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier.
4. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a. Receiving the City's contribution for medical insurance, as outlined above, and selecting coverage as a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

2.02 MEDICAL INSURANCE FOR RETIREES

The City has previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code, Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Platinum plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.
 - b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code

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Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Platinum plan, if the most expensive.

3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
 - a. PEMHCA minimum (currently \$157 per month for 2024), in accordance with California Government Code Section 22892.
 - b. Effective beginning the pay period that includes January 1, 2024, the City will contribute \$150 per pay period into a Retiree Medical Trust Account (RMTA). Employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

2.03 LIFE INSURANCE

The City shall provide Life and Accidental Death & Dismemberment insurance to each employee and pay the required premiums. The benefit of said insurance shall be equal to fifty-thousand dollars (\$50,000).

2.04 LONG-TERM AND SHORT-TERM DISABILITY INSURANCE

Beginning January 2024, the City shall pay to the Association a monthly amount that is the product of \$80 times the number of bargaining unit employees. The Association agrees to purchase and pay for long-term and short-term disability benefits on behalf of each unit member. The City will have no responsibility for the administration of such benefits, and the Association shall be solely responsible for any claims or grievances regarding the provision of securing such benefits. Employees shall have no right to grieve any disputes regarding this benefit under the terms of this MOU.

2.05 FLEXIBLE SPENDING ACCOUNT

Effective January 1, 2024, the City shall establish a Flexible Spending Account ("FSA") in accordance with the applicable Internal Revenue Code sections to allow employees to pay certain medical expenses pre-tax. This account will be funded solely by employees who voluntarily choose to participate and contribute.

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ARTICLE 3 RETIREMENT BENEFITS**3.01 RETIREMENT FORMULA**

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definitions of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

1. First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, highest twelve (12) consecutive months' compensation retirement calculation.
2. Second Tier: Classic members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months' average compensation retirement calculation.
3. Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months' average compensation retirement calculation.
4. Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months' average compensation retirement calculation.

3.02 CALPERS CONTRIBUTIONS

1. Employer Paid Member Contributions for Classic Members

The City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members. This payment shall be treated as a "pick up" of employee contributions pursuant to Internal Revenue Code section 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution ("EPMC") to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

2. PEPRA Member Contributions

In accordance with PEPRA, "New" members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

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3. CalPERS Cost Sharing

Classic employees shall pay four percent (4%) as cost sharing, in accordance with California Government Code section 20516(f).

3.03 OTHER RETIREMENT BENEFITS

The City also provides the following retirement benefits:

1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov. Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, up to a 5% Annual Cost-of Living Allowance, as determined by CalPERS. For employees who initially entered CalPERS membership on or after January 6, 1994, up to a 2% Annual Cost-of Living Allowance, as determined by CalPERS (Gov. Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov. Code §21574).

ARTICLE 4 LEAVE BENEFITS**4.01 ANNUAL LEAVE**

Unit 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-to-payroll basis prorated in accordance with the following rates.

1. 160 hours for 1 – 5 years of City service
2. 200 hours for 6 – 10 years of City service
3. 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 four hundred (400) 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.

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Annual Leave Cash Out

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 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. If, however, the employee's Annual Leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of Annual Leave above eighty (80) hours that the employee has accrued at the time of the cash out. An employee that does not make a specific election by December 31st, will be deemed to have elected the same level of cash out as the preceding year.

Promotion from SFPOA

Employees who promote into the Police Management Unit from the San Fernando Police Officers' Association (SFPOA) and have pre-existing Sick Leave, Vacation Leave, Comp Time, Police Comp Time, and Holiday Leave accrual balances shall have their leaves converted to annual leave on a 1:1 basis, except sick leave, which shall be converted on a 2:1 basis (i.e., 2 hours of sick leave shall convert to 1 hours of annual leave). Such conversions shall occur within 30 days of the employee's transfer into the bargaining unit. After the Annual Leave conversion is calculated, the employee will be paid out for any annual leave hours in excess of three hundred (300) hours at their regular rate of pay immediately prior to the promotion.

4.02 HOLIDAY PAY

In recognition of the fact that employees do not receive holidays as days off, the City shall pay employees an additional eight and sixty-seven one-hundredths (8.67) hours per month as Holiday-in-Lieu pay. Such holiday pay shall be in recognition of the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Cesar Chavez' Birthday
6. Memorial Day
7. Juneteenth National Independence Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

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4.03 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 hours of Management Leave per year, to be credited as follows:

- On January 1 of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1 of each year, employees shall be credited with an additional forty (40) of Management Leave per year.
- 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 100 hours per year. With the exception of the maximum 100 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.

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.

4.04 WORK FLEX FOR SPECIAL CIRCUMSTANCES

In the event a unit employee must work excess hours due to a non-routine event, the employee may, subject to the Police Chief's prior approval, flex their schedule to take off an equal number of hours on another day, provided the flex day occurs within a two-week period. Hours may not be "banked" for use outside of the two-week period. As used in this Article, the term "non-routine event" includes, but is not limited to, a major incident or investigation, or if acting in a Watch Commander capacity outside of their normal schedule.

4.05 BEREAVEMENT LEAVE

In the event of a death in an employee's Immediate Family, the employee shall be entitled to take up to five (5) days of bereavement leave. Employees shall receive three (3) days of paid leave per incident for bereavement purposes. For the remaining two days of bereavement leave, the employee may choose to use any accrued leave or take two unpaid days off.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling, child, spouse, or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild,

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legal ward or a child over whom an employee has parental rights.

The City shall authorize employees one (1) paid day off following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The Police Chief may authorize additional days of leave for bereavement purposes, on an as-needed basis.

4.06 CATASTROPHIC LEAVE DONATION PROGRAM

Employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation Policy.

4.07 INDUSTRIAL LEAVE

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy in the City existing Management Policy and Procedures Handbook.

If an employee receives Workers' Compensation disability payments to which the employee is not entitled while on Labor Code 4850 leave, the employee shall be obligated to deposit the erroneously paid disability payments with the City for return to the appropriate entity.

ARTICLE 5 SALARY**5.01 SALARY**

The Base Salary for each represented unit classification shall be as set forth in Exhibit "A" – Salary Schedule.

Effective on the first day of the first full pay period including January 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first full pay period including July 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first pay period including July 1, 2025, the Base Salary for each represented unit classification shall be increased by five percent (5%).

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Effective on the first day of the first pay period including July 1, 2026, the Base Salary for each represented unit classification shall be increased by five percent (5%).

Effective on the first day of the first pay period including July 1, 2027, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective January 1, 2024, prior to the implementation of the four percent (4%) base salary increase specified in Section 5.01 on that date, the City shall provide an across-the board base salary increase for the Commander classification of ten and one-half percent (10.5%), in recognition for the parties' elimination of the ten and one-half percent POST/Education Pay incentive. Also effective January 1, 2024, each Commander shall be required to possess a minimum of a POST Supervisory certificate.

5.02 DEFINITIONS

As used in this MOU, "Base Salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act.

5.03 CALCULATION OF BENEFITS

If applicable, benefits that are a percentage of Base Salary will be applied to the employee's Base Salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against Base Salary independently (i.e., benefits will not be compounded).

ARTICLE 6 LONGEVITY PAY**6.01 LONGEVITY**

1. 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 (7.5%) 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.

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ARTICLE 7 BILINGUAL PAY**7.01 BILINGUAL**

The City shall provide Bilingual Pay of one thousand two hundred dollars (\$1,200) per fiscal year, payable in equal installments each pay period (approximately \$46.15 per pay period) to employees that satisfy the following conditions:

1. 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
2. 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. For purposes of this provision, all employees in this unit satisfy this criteria.

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

ARTICLE 8 UNIFORM ALLOWANCE**8.01 UNIFORM**

The City shall provide employees a uniform allowance of nine hundred sixty dollars (\$960) per fiscal year, payable in equal installments each pay period (approximately \$36.92 per pay period). Any unit employee that does not have an all-weather jacket as of the effective date of this agreement, shall be issued one as soon as possible. Any new employee shall be issued an all-weather jacket upon hire. Employees shall be eligible to have their all-weather jacket replaced once every 5 years, upon their request.

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

ARTICLE 9 CONTRACT DUTY**9.01 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

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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.

9.02 DEFINITIONS

“Contract Duty” means 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.

ARTICLE 10 OUT-OF-CLASS PAY**10.01 ACTING OUT OF CLASS**

Any employee 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, at whichever step provides the employee with a minimum increase in compensation of five percent (5%), but in no event higher than the top step, during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

ARTICLE 11 OTHER COMPENSATION

[Intentionally left blank]

ARTICLE 12 WORK SCHEDULES**12.01 ALL EMPLOYEES**

Employees shall work a flexible 9/80 work schedule consisting of eight, nine-hour days and one, eight-hour day per pay period. This schedule will provide each employee with one “flex” day off each pay period in addition to regular scheduled days off. With approval of the Police Chief or designee, employees may split “flex” time off between two days within the same pay period. In times of emergency, employees will work as needed, provided that the requisite minimum 80 hours are worked each 14-day pay period.

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ARTICLE 13 TAKE HOME VEHICLES**13.01 VEHICLES**

Employees shall be assigned an unmarked multi-purpose police vehicle for use to and from home, between work locations and for official City business in accordance with City policy.

ARTICLE 14 DISCIPLINARY PROCEDURES**14.01 DISCIPLINARY PROCEDURES**

The parties agree that the disciplinary procedures shall follow Rule XV of the City of San Fernando Personnel Rules.

ARTICLE 15 LAYOFFS**15.01 LAYOFFS**

In the event it is necessary to lay-off employees due to a reduction in the work force, said lay-off will be by seniority. Seniority for purpose of lay-off shall be determined by the date of original appointment to the class. The seniority list shall include all probationary and permanent employees. Where seniority is equal, the member with the earliest hire time (original appointment to sworn position within the City) shall be determined to have the most seniority.

Temporary and provisional employees in the class involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for lay-off shall have the right to demote to a class within the department, which he/she formally held permanent status and displace the least senior employee in that lower classification. Seniority in this instance would be time served in the lower class and time in a higher classification.

Probationary and permanent employees shall be laid off in the reverse order of seniority.

ARTICLE 16 ASSOCIATION BUSINESS**16.01 ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted to officers of the Association and

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its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or his/her authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. The Association and its members shall be permitted to communicate with one another using the City's e-mail system, provided, however, that such communications are subject to the City's "Computer Resources Policy" regarding electronic mail and the Internet. Violations of that policy will subject the offender to reasonable disciplinary action as stipulated in the said policy.

16.02 ASSOCIATION ACTIVITY ON DUTY

Solicitation of membership and activities concerned with the internal management of any employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

16.03 DUES DEDUCTION

The City agrees that during the term of this MOU, it will deduct monies from employees pursuant to notice from the Association certifying that it has received signed authorizations from the employees authorizing these deductions. The dues deductions shall be remitted to the Association each bi-weekly pay period.

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

ARTICLE 17 MAINTENANCE OF BENEFITS**17.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS**

The parties agree that the only changes in terms and conditions of employment intended pursuant to this MOU are those specifically provided herein. Any policies, procedures, benefits, or past practices not herein addressed that affect wages, hours, and/or other terms and conditions of employment shall not be revised to adversely affect the employees covered by this MOU during the term of this MOU unless by mutual agreement of the parties.

ARTICLE 18 POLICIES AND PROGRAMS**18.01 NEPOTISM PROHIBITED**

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1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the Department and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.
3. For purposes of this section, "relative" means spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If two Department employees marry, the Department reserves the right to transfer the employee with the least City seniority to another assignment within the Department that is consistent with this policy, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs A and B, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

18.02 OTHER POLICIES

The parties agree that during the term of the MOU they shall work in good faith with one another to create or modify, as applicable, the nepotism, fraternization, social media, and administrative appeals policies of the City. Any such policies shall be implemented or modified by mutual agreement of the parties.

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ARTICLE 19 PUBLICATION OF AGREEMENT

19.01 PUBLICATION OF AGREEMENT

It is agreed that the City shall furnish each unit member one copy of this MOU.

ARTICLE 20 PROMOTIONAL PREFERENCE POINTS

San Fernando Police Department employees will receive a half (.5) point added to their final promotional test score for each full year of full-time service as a sworn employee with the San Fernando Police Department, up to a maximum of 10 points. The maximum number of preferential points credited to an applicant for both veteran and promotional preferences shall not exceed 10 points (e.g., if an employee qualifies for 7 "Promotional Preference Points" and 5 "Veteran Preference Points," the maximum number of points they shall be credited is 10).


(SIGNATURE PAGE TO FOLLOW)

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CITY OF SAN FERNANDO

**SAN FERNANDO POLICE OFFICERS
ASSOCIATION POLICE MANAGEMENT
UNIT (SFPOA PMU)**

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 Nick Kimball
 City Manger

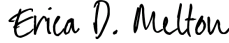
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Signed by:

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 Robert Gallegos, President


09/19/2024 | 7:00 PM PDT

 Date

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 Erica Melton
 Director of Administrative
 Services

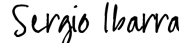
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Signed by:

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 Paul Ventimiglia,
 Vice President


09/14/2024 | 12:13 AM PDT

 Date

Signed by:

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 Sergio Ibarra
 Personnel Manager

09/24/2024 | 4:08 PM PDT

 Date

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 Robert M. Wexler
 SFPOA PMU Attorney

09/14/2024 | 6:30 PM PDT

 Date

MOU: SFPOA PMU (2024-2028)

APPENDIX A: SALARY SCHEDULE

Effective January 1, 2024- Certificate Pay 10.5% + COLA 4%

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	13,204	13,864	14,557	15,285	16,049

Effective July 1, 2024- 4% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	13,732	14,419	15,140	15,897	16,692

Effective July 1, 2025- 5% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	14,419	15,140	15,897	16,692	17,527

Effective July 1, 2026- 5% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	15,140	15,897	16,692	17,527	18,403

Effective July 1, 2027- 4% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Commander	75MP	15,746	16,533	17,360	18,228	19,139