

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Management Group  
(SFMG)**

**&**

**City of San Fernando  
(City)**

**SFMG REPRESENTATION**

Service Employees International  
Union, Local 721

**MOU TERM**

July 1, 2024 – June 30, 2029

**CITY CONTRACT NO.**

2305

**ADOPTION DATE**

10/21/2024

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CONTRACT NO. 2305

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## **ARTICLE 1 INTRODUCTION**

### **1.01 PREAMBLE**

This "Memorandum of Understanding" ("MOU") is entered into by and between the Service Employees International Union Local 721 ("SEIU 721"), the San Fernando Management Group ("SFMG") (collectively referred to as SFMG/SEIU 721) and the City of San Fernando ("City"). This MOU has, as its purpose, the promotion of fair and harmonious relations between the City and SFMG/SEIU 721 and the employees it represents; the establishment of a fair, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that significantly and adversely affect the employees covered by this MOU.

### **1.02 RECOGNITION**

The City recognizes "SFMG/SEIU 721" as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation, however, any decision resulting from a grievance filed by an individual employee without the Union's involvement at any stage of the grievance procedure shall not: (1) be binding upon the Union, (2) set a precedent for future decisions, or (3) change the terms of this MOU which has been collectively bargained by the Union on behalf of the represented employees. The term "employee" or "employees" is used to refer to those employees in the following classifications: Administrative Analyst, Management Analyst, Senior Accountant, Deputy City Clerk/Management Analyst, Planning Manager, Public Works Operations Manager, Water Operations Manager, and Information Technology Systems Administrator, and such other classifications 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 an agreement and joint recommendation for ratification by the general membership of SFMG/SEIU 721, and approval and adoption in its entirety by the City Council of the City of San Fernando.

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

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

## **ARTICLE 2    TERM**

### **2.01    TERM**

This MOU shall be effective beginning 12:00 A.M. on July 1, 2024, and shall terminate at 11:59 P.M. on June 30, 2029 (Five Years).

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

## **ARTICLE 3    CITY RIGHTS**

### **3.01    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 for cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

## **ARTICLE 4    EMPLOYEE RIGHTS**

### **4.01    EMPLOYEE RIGHTS**

Employees shall have the right to form, join, and participate in the activities of the 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 conditions 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, or discriminated against by the City or by any employee organization because of the exercise of these rights.

## **ARTICLE 5    SALARY**

### **5.01    COST OF LIVING ADJUSTMENT**

The City shall adjust the base salary for each represented unit classification as follows:

- Effective the first day of the first full pay period that includes July 1, 2024, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective the first day of the first full pay period that includes January 1, 2025, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective the first day of the first full pay period that includes July 1, 2025, the City shall increase the base salary for each represented unit classification by five percent (5.0%).
- Effective on the first day of the first full pay period that includes July 1, 2026, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective on the first day of the first full pay period that includes July 1, 2027, the City shall increase the base salary for each represented unit classification by four percent (4.0%).
- Effective on the first day of the first full pay period that includes July 1, 2028, the City shall increase the base salary for each represented unit classification by two percent (2.0%).

### **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 (FLSA).

### **5.03    CALCULATION OF BENEFITS**

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

## **ARTICLE 6    LONGEVITY PAY**

### **6.01    LONGEVITY**

Employees are eligible for Longevity Pay under the following terms:

1. Employees that have completed 10 years of continuous service with the City from date of hire will receive an additional 3% above their base salary step.
2. Employees that have completed 20 years of continuous service with the City from date of hire will receive an additional 1% above their previous first longevity step, for a total of 4% above the base salary.
3. Employees that have completed 30 years of continuous service with the City from date of hire will receive an additional 1% above the previous second longevity step, for a total of 5% above the base salary.

An employee on a leave of absence 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.

## **ARTICLE 7    BILINGUAL PAY**

### **7.01    BILINGUAL**

The City shall provide Bilingual Pay in the amount of \$100 per month to employees that satisfy the following conditions:

1. The employee has satisfactorily demonstrated to the City their fluency in the Spanish language, based on a bi-annual written and/or oral testing procedures as selected by the City; and
2. The employee is required, in the normal course of their duties, to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.



**ARTICLE 8 EDUCATION INCENTIVE PAY**

**8.01 EDUCATION INCENTIVE PAY**

Employees who possess a Master’s degree or higher in a related field from an accredited educational institution prior to January 1, 2022 shall receive an additional 2% above their base salary step effective the first day of the full pay period that includes January 1, 2022. For employees who earn their Master’s degree after January 1, 2022, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of their newly acquired degree to the Personnel Division.

Effective the first full pay period after City Council adoption of this MOU, the City shall increase the Education Incentive Pay for those who qualify from 2.0% to 4.0% above their base salary.

**ARTICLE 9 EMPLOYEE INSURANCE AND RETIREMENT BENEFITS**

**9.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES**

The City contracts with the California Public Employees’ Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee’s Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

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

Employees shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

For 2024 and 2025, the monthly flex dollar allowances, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2024	January 1, 2025
Opt Out:	\$210	\$210
Employee only:	\$1,049	\$1,101
Employee + 1:	\$1,809	\$1,899
Family:	\$2,431	\$2,553

Beginning January 1, 2025, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 5.0%.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, if the premiums and/or costs for the selected benefits are less than the monthly flex dollar allowance, employees shall have the following options to:

1. Purchase other benefits (i.e., dental and/or vision) and supplemental products, and have any excess flex dollars, up to the opt-out amount, currently \$210, converted to taxable income; or
2. Waive the other benefits (i.e., dental and/or vision) and supplemental products and have any excess flex dollars, up to the opt-out amount, currently \$210, converted to taxable income.

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

If any other bargaining unit negotiates, or a Department Head receives, a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for SFMG to match the higher flex dollar amount.

#### Opt Out

Employees may elect to discontinue participation in the CalPERS Health Plan medical insurance coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

- A. The employee 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).
- B. Upon proof of other coverage as set forth in Section A above, the employee may elect to waive the City's medical insurance coverage, and receive the sum of the most expensive dental and vision premiums, currently \$210, toward other items in the full flex cafeteria plan or convert it to taxable income.

- C. The employee must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.
- D. After electing to Opt Out, an employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.
- E. 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. Each employee may elect a flex dollar amount of 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.

## 9.02 MEDICAL INSURANCE FOR RETIREES

The City provides retiree medical benefits as follows:

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents.
  - b. If retired on or after January 1, 2013, 100% paid medical insurance benefits for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015, and retire on or after July 1, 2015:
  - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan the employee selects for themselves and eligible dependents, except PERS Care plan, if the most expensive.
3. Retiree Medical Tier III: Employees hired on or after July 1, 2015, and subsequently retire from the City:
  - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, they will receive the PEMHCA minimum.
  - b. Effective November 1, 2024, the City shall contribute \$275 per month into the Retiree Health Savings (RHS) Plan, as designated by the City.

**9.03 DISABILITY AND LIFE INSURANCE**

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

The City shall provide Long Term Disability (LTD) and Short Term Disability (STD) insurance to unit employees at no cost to the employee.

**ARTICLE 10 RETIREMENT BENEFITS****10.01 RETIREMENT BENEFITS**

The City shall provide retirement benefits to eligible 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).

- a. First Tier: "Classic" members hired on or prior to November 12, 2005 receive 3% at 60 of the highest twelve (12) consecutive months' compensation retirement calculation, as determined by CalPERS.
- b. Second Tier: "Classic" members hired after November 12, 2005 receive 2% at 55 of the highest twelve (12) consecutive months' compensation retirement calculation, as determined by CalPERS.
- c. Third Tier: "New" members hired on or after January 1, 2013 receive 2% at 62 of the highest thirty-six (36) consecutive months' compensation retirement calculation, as determined by CalPERS.

In accordance with the existing contracts with CalPERS, the City also provides the following retirement benefits to employees:

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Annual Cost of Living Adjustment (COLA) for employees hired on or before November 12, 2005, and annual 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

**10.02 EMPLOYER PAID MEMBER CONTRIBUTIONS**

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

The City’s payments, above, shall be treated as a “pick up” of employee contributions pursuant to IRC 414(h)(2).

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

In accordance with PEPR, “new” members shall pay the full employee contribution of 50% of the total normal cost.

Contributions are pursuant to Government Code Section 20691, and are paid on a Pre-Tax basis.

**10.03 CALPERS COST SHARING**

“Classic” members in the bargaining unit shall pay four percent (4%) as cost sharing of the City’s pension contribution in accordance with Government Code section 20516(f).

**ARTICLE 11      MANAGEMENT LEAVE****11.01 MANAGEMENT LEAVE**

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide eighty (80) hours of Management Leave per year credited each January 1. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current hourly rate of pay. 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.

## **ARTICLE 12      ANNUAL LEAVE**

### **12.01 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-to-payroll basis prorated in accordance with the following rates:

- 0 — 4 years of City service: 6.15 hours per pay period (160/year)
- 5 — 9 years of City service: 7.69 hours per pay period (200/year)
- 10 or more years of City service: 9.23 hours per pay period (240/year)

Employees who transfer into this bargaining unit and have pre-existing Sick Leave and/or Vacation accrual balance shall have their Sick Leave converted to Annual Leave at the rate of one hour of Sick Leave to 0.5 hours of Annual Leave; and shall have their Vacation converted to Annual Leave at the rate of one hour of Vacation to one hour of Annual Leave. Such conversion of Sick Leave and Vacation accrual balances shall occur within 30 days of the employee's transfer into the bargaining unit.

Employees may, at the employee's discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at their regular rate of pay.

## **ARTICLE 13      HOLIDAY LEAVE**

### **13.01 HOLIDAY LEAVE**

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

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

Official paid Holidays for unit employees shall be considered nine (9) hours leave with pay or equivalent to actual number of regularly scheduled workday hours.

Floating holiday hours are credited each January 1, and must be used before December 30. Unused floating holiday hours are not carried forward.

## **ARTICLE 14      WORK SCHEDULE**

### **14.01 REGULAR WORK SCHEDULE**

City Hall business hours are from 7:30 a.m. to 5:30 p.m. (Monday through Thursday), and 8:00 a.m. to 5:00 p.m. (Fridays). Employees assigned to a regular work schedule shall work eight (8) hours per day, five (5) days a week, for a total of at least 40 hours per work week.

### **14.02 MODIFIED WORK SCHEDULE**

Under a modified work schedule, employees work at least forty (40) hours during a work week, depending on their chosen work schedule, with various starting and ending times based upon the City's needs. Employees shall not be required to charge their accrued leave time hours for payroll computation, provided at least forty (40) hours have been worked in that week.

The City shall include both the 5/8 and 9/80 work schedules for the duration of this MOU. Employees under the 9/80 work schedule shall have the option of either working Shift A or B only, with opposite Fridays off, as consistent with current City policy and with Department Head's approval.

### **14.03 TEMPORARY WORK FROM HOME**

Employees may request temporary work-from-home arrangements when circumstances prevent them from working on-site. Such circumstances may include, but are not limited to, health concerns, personal emergencies, or other situations as deemed appropriate by the employee's Department Head.

For unforeseen or ad hoc circumstances requiring an employee to work from home, an employee shall contact their Department Head and notify them of the circumstances and that they shall be working from home. For any ongoing circumstances, the employee shall comply with the requirements for working from home on an ongoing basis.

Employees seeking to work from home on an ongoing periodic basis must submit a written request to their Department Head [City to develop form] detailing the reason for the request and anticipated duration of the request.

The Department Head shall review the request, considering the employee's job duties, operational needs, and the reason for the request. Approval is at the sole discretion of the Department Head and may be granted for a specified period, with the possibility of extension upon mutual agreement. If approved, the arrangement shall be documented, outlining the terms, duration, and any specific expectations or conditions related to the work-from-home arrangement.

Employees approved for temporary work-from-home arrangements are expected to:

- a. Maintain regular communication with their supervisor and be available during their standard work hours.
- b. Complete all assigned work in a timely manner, ensuring that the quality and quantity of work meet the same standards as if they were on-site.
- c. Adhere to all applicable organizational policies, including data security and confidentiality protocols.

## **ARTICLE 15 TUTION REIMBURSEMENT**

### **15.01 TUTION REIMBURSEMENT**

The City shall reimburse 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) with the City for the equivalent of the school units, not to exceed two (2) years.

## **ARTICLE 16 MILEAGE REIMBURSEMENT**

### **16.01 MILEAGE REIMBURSEMENT**

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.



## **ARTICLE 17      TECHNOLOGY STIPEND**

### **17.01 TECHNOLOGY STIPEND**

The City shall provide employees with \$100 per month as a technology stipend for use of personal technology for business purposes. Effective November 1, 2024, the City will increase the technology stipend from \$100 to \$125 per month.

Employees who have received a City-issued cell phone are ineligible for the technology stipend. The City will provide necessary hardware (e.g., laptop) for pre-approved telecommuting assignments. The technology stipend will serve as reimbursement for business use of personal internet connection.

## **ARTICLE 18      WORKING OUT OF CLASS, ACTING AND INTERIM ASSIGNMENT PAY**

### **18.01 WORKING OUT OF CLASS PAY**

“Working Out of Class Pay” is additional compensation provided to an employee who is temporarily assigned to perform duties that are outside of their regular job classification but do not encompass the full scope of responsibilities associated with a higher classification. This may involve taking on a significant portion of the duties of a higher-level position or performing specialized tasks not typically required by the employee's regular classification. Employees assigned by their Department Head in writing, and with City Manager approval, to perform certain duties outside of their job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary.

### **18.02 ACTING PAY**

“Acting Pay” is additional compensation provided to an employee who is temporarily assigned the full duties and responsibilities of a higher classification or position, due to the temporary absence or vacancy of the incumbent in that higher position. The employee must perform all of the essential functions of the higher position to qualify for Acting Pay. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or fewer consecutive business days will be paid at the rate of eight percent (8%) higher than their current base salary.

### **18.03 INTERIM ASSIGNMENT PAY**

“Interim Assignment Pay” is additional compensation provided to an employee who is temporarily assigned to perform the full duties and responsibilities of a higher-level position for

an extended period, typically while the organization is actively recruiting to permanently fill the higher-level position. Interim assignments are usually longer in duration than Acting assignments and may require the employee to fill the role for an extended period, often until a permanent replacement is appointed. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or more consecutive business days will be paid at Step A of the higher classification, or the lowest Step that is at least eight percent (8%) higher than their current base salary.

## **ARTICLE 19      DISCIPLINARY PROCEDURES**

### **19.01 DISCIPLINARY PROCEDURES**

Those unit employees who are a part of the competitive service can only be disciplined under the disciplinary procedures set forth in the City of San Fernando Personnel Rules and Regulations. Final disciplinary decisions shall be subject to judicial review in accordance with Code of Civil Procedure Section 1094.5.

## **ARTICLE 20      LAYOFFS**

### **20.01 LAYOFFS**

Layoff of unit employees shall be done in compliance with City of San Fernando Personnel Rules and Regulations.

## **ARTICLE 21      BEREAVEMENT LEAVE**

### **21.01 BEREAVEMENT LEAVE**

Employees shall be permitted to use up to five (5) paid days of bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

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

For the purpose of implementing this benefit, the term "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The City Manager may authorize additional days of unpaid leave for bereavement purposes on an as-needed basis. The unit member may utilize accrued annual leave for extended bereavement purposes.

## **ARTICLE 22      OTHER PROVISIONS**

### **22.01 PROMOTIONAL DIFFERENTIAL**

Employees who receive a promotion shall be moved to the salary step that provides a minimum eight percent (8.0%) increase over the rate received in the former position. Any regularly assigned bonus or premium compensation amounts shall be included in calculating the step rate of the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

### **22.02 EXAMINATION TIME**

The City will provide paid time off to participate in promotional interviews, up to two hours for the written examination, and up to two hours for each oral interview. Employee must schedule the PTO with their supervisor.

## **ARTICLE 23      DEDUCTIONS**

### **23.01 DEDUCTIONS**

The City will honor employee authorizations for dues deduction as required by provisions of the Government Code. The authorizations will be maintained by SFMG/SEIU 721.

Each pay period, the City shall send to SFMG/SEIU 721 a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (e.g., active, on leave of absence); work status (e.g, full time, part time, hourly, seasonal); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within five (5) business days of each payday.

Each pay period, SFMG/SEIU 721 shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of SFMG/SEIU 721 dues, COPE and other deductions and the deduction amounts.

The City shall make the dues and other applicable deductions from the employees’ paychecks and remit such itemized deductions to SFMG/SEIU 721 via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The City shall also provide the breakdown of each amount remitted (e.g., Dues, COPE, Supplementary Benefits) in Excel format to dues@seiu721.org within five (5) business days of each payday.

### **23.02 Committee on Political Education (COPE)**

Employees may make voluntary contributions to SFMG/SEIU 721’s registered political action committees. The City shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period SFMG/SEIU 721 will provide the City with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to SFMG/SEIU 721 and SFMG/SEIU 721 shall transmit such notice of cancellation to the City by the next full pay period cycle.

The City agrees that if individual members of the bargaining unit authorize in writing the deduction from their pay checks of dues to SEIU Local 721, the monies deducted will be remitted to SEIU Local 721.

SFMG/SEIU Local 721 jointly and separately agree to fund any and all costs of defense and/or to indemnify the City should implementation or compliance with any portion of this Article result in a challenge by litigation and/or in a settlement or judgment. In such case, the City shall be authorized to select legal counsel of its sole choice in defending its interests in any said litigation.

## **ARTICLE 24 PROVISIONS OF LAW AND SEVERABILITY**

### **24.01 PROVISIONS OF LAW AND SEVERABILITY**

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

If any article, part, or provision of this MOU is in conflict with or 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 shall be of no force or effect, and the remainder of this MOU shall not be affected thereby. The parties shall, upon request, meet and confer over such suspension or supersession.

## **ARTICLE 25      GRIEVANCE PROCEDURES**

### **25.01 GRIEVANCE PROCEDURES**

The City will process grievances in accordance with the City's established Personnel Rules. Final decisions shall be subject to judicial review in accordance with the Code of Civil Procedure Section 1094.5

## **ARTICLE 26      WELLNESS BENEFIT**

### **26.01 WELLNESS BENEFIT**

The City will reimburse certain wellness expenses in an amount not to exceed \$400 each fiscal year. Employees must request reimbursement using a City-approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- a. Medical examination by the health provider of the employee's choice.
- b. Other formal wellness programs provided by professionals (e.g., smoking cessation, weight control, nutrition, or similar programs.)
- c. Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental, or vision insurance.
- d. Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- e. Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.

- f. Dental work (including orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- g. Membership in a health club or fitness center.
- h. Registration fees for health classes (e.g., yoga, cross fit, etc.).
- i. Entrance fees for competitive sporting events (e.g., bicycle or running race, mud run competition, et cetera).

## **ARTICLE 27 PAID PARENTAL LEAVE**

### **27.01 PAID PARENTAL LEAVE**

The City will implement the Paid Parental Leave Time (PPT) program beginning the effective date of the MOU. This program provides eligible employees who experience a qualifying event up to twelve (12) weeks (480 hours) of 100% paid time off for pregnancy disability and/or to bond with their new child during Federal Family and Medical Leave Act (FMLA) and/or California Family Right Act (CFRA) approved leave. Use of PPT shall be limited to twelve (12) weeks (480 hours) as part of the employee's FMLA/CFRA entitlement during the employee's 12-month FMLA/CFRA anniversary period.

- A. Employee Eligibility: Eligibility shall be in accordance with the eligibility requirement for the FMLA/CFRA article in the aforementioned MOU.
- B. Qualifying Events: Paid Parental Time shall be available to eligible employees who have experienced one of the following qualifying events:
  - 1. Birth of a Child;
  - 2. Disability due to pregnancy;
  - 3. Long-term placement of a child for foster care;
  - 4. Placement of a child for adoption; or
  - 5. Placement of a child for legal guardianship;
- C. Definitions: The following definitions are included to clarify family relationship as defined in the Family and Medical Leave Act and the California Family Rights Act:
  - 1. Parent: means a biological, step-, adoptive, or foster parent, an individual who stands or stood in loco parentis to an employee or a legal guardian. This term does not include parents-in-law. Persons who are in loco parentis include those with day-to-day responsibilities to care for or financially support a child or, in the case of a parent of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.


2. Child: Means a biological, step-, adopted, or foster child, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability.
- D. PPT Usage: Paid Parental Time may be used at the employee's discretion without regard to any other available paid time off balance. All eligible employees with a qualifying event shall receive twelve (12) weeks (480 hours) of PPT regardless of any other paid time off balances (i.e., sick leave, vacation, compensatory time off, during pregnancy or bonding FML and taken on a continuous or intermittent basis in no less than one (1) hour increments. Employees must conclude PPT within one (1) year of the child's birth or placement. Paid Parental Time will be administered in the same manner as all other paid time off balances. Paid Parental Time does not accrue, carry over, or pay out upon retirement or separation from City Service.
- E. Compliance and administration of PPT: It is the intent of the parties that the provisions and administration of this article be in compliance with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1993, and the Pregnancy Disability provisions of the California Fair Employment and Housing Act.


**ARTICLE 28      SIGNATURE PAGE**


**(SIGNATURE PAGES TO FOLLOW)**

**CITY OF SAN FERNANDO**


**SAN FERNANDO MANAGEMENT GROUP  
(SFMG) / SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 721**


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 Adrianna E. Guzman Date  
 Chief Negotiator

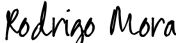
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 Robert Feria Date  
 Chief Negotiator  
 SEIU, Local 721


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 Nick Kimball Date  
 City Manager

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 Sonia Gomez-Garcia Date  
 SFMG Team Member

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 Erica Melton Date  
 Director of Administrative  
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 Kenneth Jones Date  
 SFMG Team Member

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 Rodrigo Mora Date  
 SFMG Team Member

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 Art Ziyalov Date  
 SFMG Team Member

Signature page continues



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Crystal Solis Date  
SFMG Team Member

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*Victor Meza* 10/23/2024 | 11:55 AM PDT  
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Victor Meza Date  
SFMG Team Member

Signed by:  
*Jennifer Spatig* 10/23/2024 | 12:09 PM PDT  
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Jennifer Spatig Date  
SFMG Team Member