

City Council:

Mayor Steven Veres

Mayor Pro Tem Mario F. Hernández

Councilmember Ernesto Rubio Hernández

Councilmember Maribel De La Torre

Councilmember Brenda Esqueda



NOTICE AND AGENDA OF SPECIAL MEETING

SAN FERNANDO CITY COUNCIL

**THURSDAY, OCTOBER 8, 2009
6:00 p.m.**

NOTICE IS HEREBY GIVEN that the San Fernando City Council will hold a Special Meeting on **Thursday, October 8, 2009, at 6:00 p.m.** in the Community Meeting Room, located at 117 Macneil Street, San Fernando, California.

The **AGENDA** for this meeting is as follows:

CALL TO ORDER/ROLL CALL

APPROVAL OF AGENDA

PUBLIC STATEMENTS

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council. Only matters contained in this notice may be considered.

NEW BUSINESS

- 1) **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SAN FERNANDO AND THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)**

It is recommended that the City Council approve the Memorandum of Understanding between the City of San Fernando and SFPEA, and direct the City negotiators and staff to sign the Agreement, as well as implement the provisions therein.

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GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

CLOSED SESSION

A) CONFERENCE WITH LABOR NEGOTIATOR (G.C. 54957.6)

City Negotiator: City Administrator José E. Pulido
Employee Organizations: San Fernando Management Group (SEIU, Local 721);
San Fernando Public Employees' Association (SEIU, Local 721);
San Fernando Part-time Employees' Association (SEIU, Local 721)

B) PUBLIC EMPLOYEE APPOINTMENT (G.C. 54957)

Title: City Administrator

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting.



Laura Valdivia, Deputy City Clerk

Signed and Posted: October 7, 2009 (5:45 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office.



Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at www.sfcity.org.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.

CITY ADMINISTRATION

MEMORANDUM

TO: Mayor Steven Veres and Councilmembers

FROM: Jose E. Pulido, City Administrator 
By: Michael E. Okafor, Personnel Manager 

DATE: October 8, 2009

SUBJECT: Approval of the Memorandum of Understanding (MOU) between the City of San Fernando and the San Fernando Public Employees' Association (SFPEA)

RECOMMENDATION:

It is recommended that the City Council approve the attached Memorandum of Understanding (Attachment "A") between the City of San Fernando and SFPEA, and direct the City negotiators and staff to sign the Agreement, as well as implement the provisions therein.

BACKGROUND:

1. On March 27, 2009, the City received a letter from SFPEA requesting that negotiation be re-opened for changes in wages and other terms and conditions of employment.
2. Representatives of SFPEA and the City started negotiations on April 30, 2009, and also met on June 8, 2009, June 23, 2009, July 6, 2009, August 11, 2009, August 24, 2009, August 31, 2009, and September 1, 2009, when tentative agreement was reached on all proposed items.
3. On or about September 2, 2009, the majority of SFPEA members voted to reject all or some of the items tentatively agreed to, and to continue negotiations.
4. Negotiations continued on September 15, 2009, with additional meetings on September 21, 2009, and September 25, 2009, when tentative agreement on all items was reached.
5. On October 1, 2009, the general membership of SFPEA met, and majority approved all the items tentatively agreed to.

ANALYSIS:

Provisions in the MOU are in accordance with City Council directions to the City's negotiation team. Highlights of the agreements include: a) a three-year contract from July 1, 2009 through June 30, 2012; b) zero percent (0%) salary increases for the three years, with a re-opener clause if the City's General Fund budget reserve after expenditures meets a minimum of 10%, and/or \$1.7 million; c) amendment of the City's contract with the California Public Employees' Retirement System (CalPERS) to include a cost-share arrangement with respect to Government Code § 20691, whereby during the first year, the City pays 6%, and employee pays 2% of the Employer Paid Member Contributions (EPMC), and effective the second year, the City pays 4%, while the employee pays 4%; d) amendment of the City's contract with CalPERS to allow employees that retire between July 1, 2009 and June 30, 2010 to use their highest twelve (12) month compensation to determine their pension payments upon retirement; and e) reduction of longevity pay to unit employees from 5% to 3% after completion of ten years of service, from 7% to 4% after 20 years of service, and from 10% to 5% after 30 years of service.

CONCLUSION:

The City Council approval of the MOU is necessary for its provisions to be binding upon the City and SFPEA.

BUDGET IMPACT:

There is an estimated savings of approximately \$540,000 over three years (i.e., Fiscal Years 2009-2010 through 2011-2012).

ATTACHMENTS:

- A. The 2009-2012 MOU between the City of San Fernando and SFPEA

Memorandum of Understanding

between

*The San Fernando Public Employees'
Association*

and

The City of San Fernando

7-1-09 to 6-30-12

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ARTICLE 1-- INTRODUCTION

1.01 Preamble

This contract (hereinafter referred to as "Memorandum of Understanding") by and between employee and staff representatives of the Service Employees International Union (SEIU) Local 721, San Fernando Public Employees Association, hereinafter referred to as SFPEA/SEIU LOCAL 721, and Management Representatives of the City Council of the City of San Fernando, hereinafter referred to as "City" has, as its purpose, the promotion of fair and harmonious relations to as the "City" and SFPEA/SEIU Local 721 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, in any way affect the employees within this bargaining unit.

SEIU restructured its locals in the state of California and effective March 1, 2007, Local 347 became Local 721. The City now recognizes Local 721, CTW, CLC.

1.02 Recognition

Pursuant to applicable sections of the City's Employer-Employee Relations Resolution and Chapter 10, Division 4, of the California Government Code (Section 3500 et. seq.) the City recognizes SFPEA/SEIU Local 721, as the exclusive representative of the full time employees in the Miscellaneous Employee Bargaining Unit (SFPEA).

1.03 Implementation of the Memorandum of Understanding (MOU)

This MOU constitutes an agreement and joint recommendation for approval by the City Council of the City of San Fernando and the general membership of SFPEA/SEIU Local 721. This MOU shall be binding upon the parties, whenever the following conditions are met:

1. SFPEA/SEIU Local 721 has notified the City Council that its members have formally approved this contract in its entirety; and
2. The City Council has approved 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,

Except as specifically provided herein, the parties (SFPEA/SEIU Local 721 and its representatives of the City) to this MOU 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 the meet and confer process.

1.04 Provisions of Law and Severability

The parties (SFPEA/SEIU Local 721 and Representatives of the City) 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, jurisdiction, such article, part, or provision thereof 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

This MOU shall be effective July 1, 2009, and shall continue thereafter for a period of three (3) years, and shall terminate on June 30, 2012.

Either party (SFPEA/SEIU Local 721 or Representatives of the City) to this agreement wishing to negotiate a successor MOU shall deliver to the other party by April 1, 2012, a formal proposal to reopen negotiations along with a list of negotiable working conditions proposed for meeting and conferring (see section of the City's policies and procedures on meet and confer issues).

1.06 Full Understanding

SFPEA/SEIU Local 721 and the Representatives of the City agree that during the negotiations which resulted in this memorandum of understanding, each had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

1.07 Prevailing Rights

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this agreement, all rights, privileges, obligations,, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this agreement, unless eliminated, enlarged or otherwise modified after a meet and confer process the extent that such procedures are required by Federal laws and the laws of the State of California.

1.08 City Rights

The rights of the City 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 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 agreement specifically curtail or limit such rights, powers, and authority.

1.09 Non-Discrimination

The parties (SFPEA/SEIU Local 721 and Representatives of the City) mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry, medical conditions (cancer and generic characteristics) and marital status.

1.10 Privatization

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work.

ARTICLE 2 – INSURANCE BENEFITS

2.01 Medical, Dental, and Vision Insurance for Active Employees

The City shall pay full cost up to the highest HMO medical for employees hired on or after July 1, 2009 and their dependents.

New and current employees may choose to select a PPO plan but the difference in cost between the highest HMO premium and the PPO premium selected by the employee will be paid by the employee and said cost will be deducted biweekly from their paycheck.

The City will continue to pay for the current dental and vision insurance premiums for both employee and their dependents for the term of this MOU. The medical, dental and vision coverage provided by the City shall be the same as currently provided by existing City approved insurance plans.

For City employees hired prior to July 1, 2009, the City shall continue to pay the cost of the full premium for employees who are enrolled in a PPO plan as of June 30, 2009.

2.02 Medical Insurance for Retirees

Effective October 12, 2009, employees who retire from the City shall receive 100% fully paid HMO medical insurance plan for themselves and their eligible dependent spouse.

New retirees may choose to select a PPO plan but the difference in cost between the highest HMO premium and the PPO premium selected by the retiree will be paid by the retiree.

2.03 Life Insurance

Effective July 1, 2009, the City shall provide each SFPEA/SEIU Local 721 unit member with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

ARTICLE 3 – RETIREMENT BENEFITS

3.01 Retirement Formula

1. The City shall contract with the California Public Employees Retirement System (CalPERS) to continue to provide 3% @ 60 modified retirement formula, as per Government Code Section 21354.3 for employees hired on or before July 1, 2005,
2. The City shall contract with CalPERS under Government Code Section 20475 to provide new employees (hired after July 1, 2005) with 2% @ 55 modified retirement formula

3.02 Employer Paid Member Contributions

Effective upon ratification of the MOU between the City of San Fernando and SFPEA/SEIU Local 721, the City, in addition to the employer contribution, shall pay the employee’s CalPERS contribution in an amount not to exceed as follows:

Employer Paid Member Contribution:

	3% at 60	2% at 55
2009-10 –	6.0%	5.0%
2010-11 –	4.0%	3.5%
2011-12 –	4.0%	3.5%

The Employee will contribute as follows:

	3% at 60	2% at 55
	2009/10 – 2%	2.0%
An Additional	2010/11 – 2%	1.5%
An Additional	2011/12 – 0%	0%

Contributions are pursuant to Government Code Section 20691, and are paid on a Pre-Taxed basis. Mandatory employee participation is required by CalPERS.

3.03 Other Retirement Benefits

The City shall also provide the following retirement benefits for SFPEA/SEIU Local 721 member/employees:

1. 4th Level of 1959 Survivor Benefits for local unit members (Government Code §21574).
2. 5% Annual Cost-of-Living Allowance for employees who entered CalPERS membership on or before July 1, 2005; and for employees who entered CalPERS membership after July 1, 2005, a 3% Cost-of-Living-Allowance (Government Code §21335).
3. One-Year Final Compensation for local miscellaneous SFPEA/SEIU Local 721 members (Government Code §20042).
4. Credit for Unused Sick Leave for local miscellaneous SFPEA/SEIU Local 721 members as per stipulated CalPERS guidelines (Government Code §20965).
5. Employees retiring between July 1, 2009 and June 30, 2010 will be able to use their highest twelve (12) months for Final Compensation upon approval of amendment of the City's contract with CalPERS.

3.04 Military Buy Back

The City shall continue to maintain the contract with the Public Employees Retirement System (PERS) to implement Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

ARTICLE 4 — LEAVE BENEFITS

4.01 Vacation Leave

Vacation and holiday leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carry over up to and including two years worth of his/her current annual vacation allowance for use in the following year.

Any employee who is at or above the cap as of July 1, 2009, shall immediately request vacation leave from his/her supervisor, who shall forward a copy of said written request to the Personnel office. If the Department cannot permit the employee time off due to staffing issues, the employee shall continue to accrue vacation time over and above the employee's accrual cap until such a time as the department is able to allow the employee to take vacation to bring the employee under the cap.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide vacation leave accrual on a payroll to payroll basis. Vacation shall accrue as follows:

- 10 days (80 hours) for 1 to 4 years of service
- 15 days (120 hours) for 5 to 10 years of service.
- 16 days (128 hours) for 11 years of service
- 17 days (136 hours) for 12 years of service
- 18 days (144 hours) for 13 years of service
- 19 days (152 hours) for 14 years of service
- 20 days (160 hours) for 15 years of service

4.02 Holiday Leave

Employees who work a 5/8 and 9/80 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.

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

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Birthday (When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day (2009 only – will be replaced January 1, 2010 with Float day)
- Float day – “Front loaded” each January 1, if not used by June 30 of each year Float Holiday is lost.

- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Employees who work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 96 hours of Holiday leave per year, and shall be credited with 48 hours of

Holiday leave each January 1st and an additional 48 hours of Holiday leave each July 1st. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Beginning January 1, 2009, employees on the 3/12 work week will only be permitted to carry over 96 hours of accrued but unused Holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1st, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96 hour cap. At that time, the employee will receive his/her full 48 hour allotment for that half year. Upon employee's separation from the City, any unused Holiday leave shall be compensated at his/her regular rate of pay.

Subject: 3-12 Compressed Work week schedule/Additional overtime

PURPOSE

The purpose of this memorandum is to put in writing a past practice verbal agreement that was made on May 21st, 1999 between the Chief of Police and San Fernando Public Employee Association dispatcher/jailers. The agreement entailed additional overtime each pay period for dispatcher/jailers depending on which week a dispatcher/jailer utilizes their flex time.

If a dispatcher/jailer utilizes flex time on their long work week, that person would receive 2 hours of overtime. If a dispatcher/jailer utilizes flex time on their short work that person would receive 4 hours of overtime.

This agreement was an exchange for dispatcher/jailers not receiving overtime when working on a holiday. It was agreed that dispatcher/jailers receive floating holidays and get compensated with additional overtime each pay period.

This change saved the City money due to not paying dispatcher/jailers overtime on a worked holiday. On the traditional 5 day 8 hour work week, prior to the 3 day 12 hour work week, the city was compensating three dispatcher/jailers overtime for working on a specific holiday. The City agreed to compensate dispatcher/jailers from not receiving overtime on the holiday worked to additional overtime throughout the year for each pay period depending on which week a dispatcher/jailer utilized their flex time.

An agreement was made between City management and San Fernando Public Employee Association (2005-2009 contracts) that the 3 day 12 hour work week would be permanent with the agreement that a 30 day written notice was required from either party to change the work week schedule.

This memorandum serves as a written agreement confirming the previous agreement that dispatcher/jailers, when working a 3 day 12 hour work week, will receive additional overtime. The additional overtime for a 3 day 12 hour work week will not be counted if a dispatcher/jailer calls in sick within a pay period. Additional overtime applies only to days worked (holiday,

vacation, and compensatory time included).

4.03 Sick Leave

The City shall allow any employee upon retiring by reason of reaching retirement age under CaIPERS to be paid at the then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

The City shall provide for employees to accrue and use earned sick leave on a payroll-to-payroll basis effective January 1, 1993. Sick leave is accrued at the rate of 8 hours per month, with maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at their regular rate of pay.

Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay.

The City may request a doctor's note after the third (3rd) day of illness.

4.04 Bereavement

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

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

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

4.05 Catastrophic Leave Donation Program

The City shall continue the implementation of the Catastrophic Leave Donation Program

as set forth in the City's existing policy (See City Policy Section included here)

I. PURPOSE AND SCOPE

This policy establishes guidelines and procedures to be adhered to by all regular full-time City employees when requesting or donating accrued vacation, annual leave, management leave, compensation time, or sick time for use under the Catastrophic Leave Donation Program.

The purpose of the Catastrophic Leave Donation Program is to assist City employees who are otherwise granted leave of absence without pay as a result of catastrophic medical condition or injury to the employee or immediate family member to maintain income and health insurance integrated with accumulated benefits in an amount up to, but not exceeding, the employee's regular monthly salary

II. DEFINITIONS

For the purposes of implementing this program, "Catastrophic Condition" shall mean any significant personal or family tragedy such as life-threatening illness or severe non-industrial injury of long duration which requires the employee to need personal time off beyond the amount of leave time he/she has accrued. Maternity leave or elective surgery, absent significant unplanned complications preventing the employee's return to work, is not considered catastrophic.

"Personal tragedy" shall mean employees own life-threatening illness or severe non-industrial injury of an extended period of time.

"Family tragedy" shall mean life-threatening illness or unplanned medical emergency involving the employee's immediate family member, i.e., spouse, child or parent.

"Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (who has parents' rights) who is either under the age of 18 or an adult dependent child.

"Parent" shall mean biological, parent, stepparent, legal guardian or person having stood "in loco parentis" (who has parents' rights) to employee.

III. ELIGIBILITY

In order to be declared eligible for the catastrophic leave, an employee must meet all of the following conditions:

- The employee or employee's immediate family member must have sustained a life-threatening illness or severe non-industrial injury.
- Such illness or injury prevents the employee from returning to work for at least 30 days.

- The employee has less than 40 total hours left to exhaust all of his/her accrued sick leave, vacation, annual leave, management leave, compensatory time and holidays.
- The employee has met the City's regular full-time employment status and has passed probation.
- The employee or his/her designee has provided medical justification as evidenced by a physician's statement as to the severity and protracted nature of the employee's condition.
- In the case of the employee's immediate family member, the employee has provided medical justification as evidenced by physician's statement that the presence of the employee is necessary.

IV. POLICY

It is the policy of the City to assist regular full-time employees that are otherwise granted leave of absence without pay due to catastrophic medical condition or non-industrial injury through the implementation of the Catastrophic Leave Donation Program.

Regular full-time employees who are about to exhaust accrued leaves (with less than 40 hours total balance) due to personal and/or family tragedy may be eligible for additional leave time from donations by fellow employees.

Any regular full-time City employee may voluntarily donate to, or make requests for donation of leave. All donations are voluntary and subject to taxation in accordance with applicable state and federal regulations. Donations shall not exceed forty (40) hours per donor. Employees donating accrued leave time must retain a minimum of 160 TOTAL leave hours AFTER their donation has been made AND must complete a Catastrophic Leave Donation Form to request a transfer of specified accrued leave time.

The donation is on an as-needed basis, and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations to exceed the need. Under no circumstances shall the total sum of compensation including disability payments, accrued leave, catastrophic leave, and so on, exceed the employee's rate of pay prior to their catastrophe. All disability payments shall be reported to Personnel and use of donated time shall be coordinated with other applicable leave benefits. This Program shall be coordinated with the Family Medical Leave Act (FMLA), and is not a replacement of FMLA.

The donated leave must come from accrued leave to which the donor has a vested right for payment upon termination e.g., vacation, sick, annual or management leave, compensatory time or holiday. Leave request and donations shall be processed on a first-come, first-served basis, incrementally as the need arises. The Personnel Manager shall advise all regular full-time employees of any need to donate more hours from time to time.

Once the leave has been donated, the donor relinquishes all claims to the donated leave. The donated leave time shall be converted from the dollar value of the donor's leave time to the hourly leave rate of the recipient employee and added to his/her leave bank. Unused leave balance shall be retained by the recipient, and shall not be returned to the donor.

V. PROCEDURES

- The eligible employee must request the leave donation by completing and submitting to the Personnel Office, a Catastrophic Leave Request Form (Available via the City website or the Personnel Office).
- In the event that the employee is incapacitated to the extent that he/she cannot complete the Catastrophic Leave Request Form, his/her immediate Supervisor can complete one on his/her behalf with the consent of the employee or designated adult beneficiary of the employee (if the employee is unconscious).
- Upon receipt of the request, the Personnel Manager shall solicit donations from regular full-time employees via a memorandum.
- Interested donors shall complete the Catastrophic Leave Donation Form and submit to the Personnel Office as soon as possible (Forms available via the City website or the Personnel Office).
- The Personnel Office shall verify and certify that the donor has sufficient accrued leave time to make this donation, and then submit for the City Administrator's approval.
- The Personnel Office shall then process the approved request for transfer to the recipient employee's leave bank. If the donation is not approved, Personnel shall advise the donor accordingly. (The names of the individuals making donations and the number of hours donated shall be kept confidential).

VI. DENIAL/ABUSE OF LEAVE

Denial of a request for Catastrophic Leave shall not be subject to the grievance or other appeal procedures. The availability of Catastrophic Leave shall not delay or prevent the City from taking action to medically separate or retire an employee for disability reasons where necessary.

Inappropriate use of Catastrophic Leave may subject an employee to disciplinary action, up to and including termination, as per stipulated guidelines in the City Personnel Rules.

VII. AUTHORITY

By order of the City Administrator.

Employees shall be eligible for catastrophic leave donation based on the conditions specified in the policy. The City shall also agree to amend this policy to provide for an extension of the leave amount at the discretion of the City Administrator on a case-by-case basis.

4.06 FMLA – CFRA (Maternity/Paternity) Leave

Employee shall be eligible for FMLA-CFRA (Maternity/Paternity) Leave as per guidelines stipulated in the City's FMLA-CFRA (Maternity/Paternity) Leave Policy below. The City shall ensure that the FMLA-CFRA (Maternity/Paternity) leave includes specific references to the provision to include time off for any purpose defined in the FMLA-CFRA.

Introduction

It is the policy of the City of San Fernando ("the City") to provide unpaid family care leave to its employees in accordance with the California Family Care Leave Act and Federal Family and Medical Leave Act. These provisions apply to all eligible employees, both full-time and part-time, who have a year or more of continuous service with the City.

When Leave May Be Taken

Family Leave may be taken for the purpose of:

- A. the birth of the employee's child,
- B. the placement of a child with the employee through adoption or foster care,
- C. an employee's need to care for a spouse, child, or parent with a serious health condition, or

Medical Leave may be taken when an employee's own serious health condition renders the employee unable to perform the functions of his or her job.

Definitions

Child includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis" (who has parents' rights) who is either under the age of 18 or an adult dependent child.

Parent includes biological, foster or adoptive parent, a stepparent, legal guardian or person having stood in loco parentis to employee.

Serious health condition or illness is limited to an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either 1) inpatient care in a hospital, hospice, or residential health care facility; or 2) continuing treatment or continuing supervision by a health care provider. Or, in the case of federal leave for an employee's own serious health condition or illness, the employee must be receiving either 1) inpatient care in a hospital, hospice, or continuing supervision by a health care provider. Serious health condition or illness specifically does not include short-term minor injuries and

illness for which sick leave may be utilized.

Amount of Leave

Provided all the conditions of this policy are met, the City upon request, will grant an employee up to 12 weeks of family care and/or medical leave in any 12-month period.

The employee must exhaust any other paid time off, such as vacation days and personal days, to which the employee is entitled at the time of the leave request during the family care leave. However, sick day will not be substituted for family care leave unless leave is requested due to the employee's own serious health condition. The use of such leave will be considered to occur during and as, part of the family care leave. For example, if an employee had accrued three weeks of unused vacation time at the time of the leave request, that paid vacation time will be substituted for the first three weeks of leave.

Restrictions on Leave Available To Parents for Childbirth, Adoption, or Foster Care

An employee's option to take leave to care for a newborn, adopted or foster child expires one year after the birth or placement of the child with the employee. Thus, an employee desiring to take leave for the purpose of caring for a new child must conclude the leave within a year of the child's birth or placement or else forfeit the option.

In the event both parents are employed by the City, they are limited to a combined leave which does not exceed the maximum amount available to one employee, if leave is requested with regard to the birth, adoption or foster care of the employee's child. In addition, the City may refuse to grant one parent employee's request for leave if it would result in both parent employees being on leave at the same time.

These limitations do not apply, however, to leave requested by either spouse to care for the other who is seriously ill and unable to work, to care for a child with serious health condition, or in the event of the employee's own serious illness. Under these circumstances each employee may simultaneously take the maximum amount of leave available.

Leave's Effect on Pay and Benefits

Employees on family care leave are not entitled to any continued salary during the leave period. The City will continue to contribute to the employee's health, dental, and vision insurance, if applicable, for 12 weeks in any 12-month period and there shall be no lapse in the employee's health insurance coverage during this time.

However, should an employee voluntarily terminate from the City while on family care leave, for reasons other than the need to provide continuing care for an ongoing serious health condition affecting the employee's spouse, child or parent, or in the event of an ongoing serious health condition affecting the employee prevents his/her return to work, then the City may collect the cost of the premiums from the employee.

In addition, if an employee is currently paying all or a portion of his or her dependents' coverage, he or she may at his or her own expense, elect to continue health insurance benefits for a spouse or child.

Intermittent or Reduced Leave

Employees need not take leave continuously when leave is considered "medically necessary" for the

purpose of caring for a seriously ill spouse, parent or child, or in the event of the employee's own serious illness. Under such circumstances leave may be taken intermittently (hours, days, weeks, etc.), or on a reduced leave schedule (half days, half weeks, etc.). The City will deduct from an employee's pay the amount of time off from work.

The City reserves the right to temporarily transfer an employee to an alternative position with equivalent pay and benefits, in the event the position better accommodates the employee's intermittent leave and the employee is qualified to perform the job functions.

If an employee has taken intermittent time off either to care for a family member or due to the employee's own health, such time may be counted toward the maximum allowable leave under this policy if a leave is taken for the same reason as the intermittent absences.

Job Protection

As mandated, family care leave does not constitute a break in service. The employee will be returned to the same or comparable position upon termination of the leave. Moreover, the employee shall retain the same seniority that the employee possessed at the time the leave commenced for the purpose of layoff, recall, promotion, job assignment, and seniority related benefits. Seniority shall not continue to accrue during the leave period.

The City may deny reinstatement to any "key" employee if necessary to prevent substantial and grievous economic injury to the City. A "key" employee refers to any employee who, on the date of the request for leave, is one of the five highest paid employees, or whose gross salary is among the top ten percent of employees. An employee will be notified of his/her status as a key employee if there is any possibility that reinstatement may be denied at the end of the leave period. Should the employee still decide to take leave, the City will continue to pay the employee's health benefits until the expiration of the first 12 weeks of the leave period during any 12-month period.

Procedure for Requesting Family Care Leave

To the extent that leave is foreseeable at least thirty (30) days notice must be provided. If the need for leave is based on planned medical treatment of a family member, an employee is required to notify the City as soon as he/she is aware of the need to take leave, and if practical, must try to schedule the leave so as to minimize disruption to City operations.

The leave request should be written unless an emergency situation exists and should include the anticipated date and duration of the family care leave. Upon request, the employee will be required to obtain a medical certification of the serious health condition requiring leave from the "health care provider" treating the individual. A health care provider includes any licensed physician, osteopath, or other health care provider designated by the Secretary of Labor. The attached form will be required for any leave under this policy. Additionally, the City reserves the right to obtain a second and/or third opinion as to the certification at the City's expense.

In addition to a medical certification, the employee shall be responsible for informing the City, as far in advance as possible, of the date upon which the leave is expected to be completed, or any extensions of the anticipated leave completion date.

Should the employee fail to return to work upon the expiration of the leave period without obtaining an extension, the employee will be considered to have voluntarily terminated his/her employment with the City.

Tracking the Leave

The 12-month period which determines the duration of leave to which an employee is entitled will be a rolling 12-month period beginning on the date a leave under this policy is first taken.

Authority

By order of the City Administrator

4.07 Time Off for Promotional Tests or Interviews

Employees shall be required to utilize their own time (e.g., unused Vacation or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

ARTICLE 5 --EMPLOYEE ASSISTANCE PROGRAM

5.01 Employee Assistance Program

The City shall continue to maintain the privacy provisions of the Employee Assistance Program (EAP), and convert the current pay-as-you go program into an insured program; thereby permitting unit employees to visit a City designated EAP Specialist without having to go through Personnel.

ARTICLE 6 — SALARY

6.01 Salary

2009/2010	-	0%
2010/2011	-	0%
2011/2012	-	0%

In Fiscal Year 2010/2011, for the purpose of calling for a meet and confer, the City's General Fund budget reserve after expenditures must be at a minimum of 10% and/or \$1.7 million in reserves. At that time, either party (SFPEA/SEIU LOCAL 721 and/or Representatives of the City) may request a meet and confer for the purpose of negotiating a wage increase of at least 2%.

Such meet and confer may also occur at any time within the term of the MOU if the General Fund Budget reserve meets the conditions listed above. The City agrees to meet and confer in good faith to negotiate any wage increase of at least 2% retroactive to July 1, 2010 and/or July 1, 2011 of the respective fiscal year.

6.02 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 pay, and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA)

6.03 Calculation of Benefits

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

6.04 Title Adjustment

The City agrees to change the title of Police Service Representative to Police Desk Officer and "Police Service Representative Supervisor" to Police Desk Officer Supervisor to reflect the title on the badge.

6.05 Payroll Deductions

It is understood and agreed that SFPEA/SEIU Local 721 has the right to payroll deduction of membership dues and insurance premiums for non employer offered union benefit upon revocable written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPEA/SEIU Local 721 office. SFPEA/SEIU 721 agrees to hold the City of San Fernando harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of deduction of dues.

6.06 Do No Harm

The City agrees that no member of the bargaining unit shall be hurt by the implementation of the results of the classification study and that no unit members' wages or salary or any other compensation will be negatively affected.

ARTICLE 7 – LONGEVITY PAY

7.01 Longevity

1. The City shall continue to pay longevity to unit employees that completed 10 years of continuous service from date of hire, an additional 3% above the base salary step for each employee.
2. The City shall continue to pay longevity to unit employees that completed 20 years of continuous service from date of hire, an additional 1% above the base salary and previous first longevity step.

3. The City shall continue to pay longevity to unit employees that completed 30 years of continuous service from date of hire, an additional 1% above the base salary and previous second longevity step.

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

ARTICLE 8 – BILINGUAL PAY

8.01 Bilingual

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 an oral testing procedure selected by the City; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the Administrative Officer.

ARTICLE 9 – WORK SCHEDULE

9.01 Modified Work Schedule

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. However, City Hall business hours shall be expanded as follows: 7:30 A.M. – 5:30 P.M. (Monday – Thursday), and 8:00 A.M. – 5:00 P.M. (Fridays). Employees under the 9/80 work schedule shall have the option of either Shift A or B *only*, with opposite Fridays off, *as consistent with current City policy*. The City shall agree to *formalize* the 3/12 work schedule for Police Desk Officers (formerly Police Service Representatives), and to provide at least 30 days prior notification in the event it proposes to change the compressed work week schedule.

The 3/12 and 4/12 work week schedule for bargaining unit employees comprises alternating weeks of:

Week 1: Three (3) consecutive workdays of 12 consecutive hours followed by four (4) consecutive days off.

Week 2: Four (4) consecutive workdays of 12 consecutive hours followed by three (3) consecutive days off.

Police Desk Officers (formally Police Service Representatives) and Police Desk Officer Supervisors (formally Police Service Representative Supervisors) will have the option to

combine their (3) fifteen (15) minute rest breaks and their 30 minute lunch break to one (1) hour and 15 minute lunch break within the first five and one-half (5 1/2) hours from the beginning of their work shift.

ARTICLE 10 – WORKER’S COMPENSATION

10.01 Worker’s Compensation

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Worker’s Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave, Thereafter, the injured employee shall have the following options:

1. Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker’s compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
2. Accept the worker’s compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee’s behalf, provided that the employee has attained five or more years of service. However, nothing in this provision, takes away the employee’s option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

10.02 Modified Duty Work

The City shall make every effort to accommodate ill or injured workers consistent with all applicable provisions of the law.

ARTICLE 11-- UNIFORM ALLOWANCE/EQUIPMENT

11.01 Uniform Allowance/Equipment

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

- A. Public Works field employees shall be provided with the following annually unless otherwise specified:
- a pair of work boots made by Timberland, Red Wing, Wolverine, Stanley Cat, Bates, Chippewa, Carolyn, Sears or Dye Hard consistent with Cal OSHA's ANSI Z41.1 standard. Local Vender, specifications and brands to be provided by the city based on the job performed;
 - A jacket with bi-yearly replacement, subject to department head approval.
 - A uniform voucher not to exceed \$200.00 annually.
 - A pair of work shoes for Meter Technicians. All purchases shall be made in accordance with the City's purchasing policy. It is further agreed that these will be deducted from the final salary payment of any employee failing to satisfactorily complete his probationary period.
- B. For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, plus raise the annual uniform allowance from \$250 to \$300. In addition, for unit employees who are required to wear certain shoes/boots for their position will receive \$100 yearly (fiscal year) for purchase of work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

The uniforms shall consist of:

Clerical – Blouse, skirt, pants, blazer, and vest
Police Service Representative (Formally Police Service Representative) – Pants, skirt, shirt, and belt
Community Service Officer – Pants, shirt, jacket, and belt and name tag.

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

Where uniform allowances are to be paid under Sections 11A, 11B, 11C, 11D above, they shall be paid semi-annually in December and in June. Worn uniforms shall be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

11.02 Rain Gear

The City shall provide rain gear to employees assigned to work in the rain.

ARTICLE 12 – OVERTIME & OTHER COMPENSATION

12.01 Overtime Issues and Language

For non-exempt employees who work under the regular 8A.M.–5P.M., Monday – Friday schedule, overtime must be paid or compensatory time off granted at the Employee’s request as defined in Section 12.02 for all hours worked over forty (40) hours in a seven day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have 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 Section 12.02. 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 ½) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, non-sworn employees will be based upon actual hours worked.

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

The City will meet with the Union within ninety (90) work days of the signing of this MOU to develop the process for overtime distribution.

12.02 Compensatory Time Off (CTO)

Effective July 1, 2009, the City shall increase the maximum number of CTO hours any non-exempt, non-sworn employee may accrue from 80 to 100 hours. Comp time hours in excess of 100 hours must be paid at the rate of one and one-half (1-1/2) 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.

12.03 Shift Differential Pay

The City pays, in addition to base salary, an additional ninety dollars (\$90) per month to unit members required to work swing shift, and one hundred and twenty dollars (\$120) per month to unit members required to work graveyard shift. Police Desk Officer Shifts are scheduled on a rotating basis, and currently, employees are assigned to a specific shift (Day, Swing Shift, or Graveyard) for a four-month period. It is agreed that for the period assigned to a specific shift, employee will be paid at the shift differential for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her

assigned shift.

The only exception to this is the Relief 1 Shift. In this instance, the employee assigned to that shift will be paid an average shift differential of eighty-four dollars (\$84) per month.

12.04 Stand-By Pay

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

In addition, Street, Tree and Facilities Division employees who are assigned to mandatory stand-by on the weekends and holidays shall be entitled to stand-by pay at the rate of \$1.00 per hour during the period when they are required to stand-by.

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

12.05 Special Projects Bonus Pay

Workers in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour worked on designated special projects, Special Projects pay will not be paid in addition to Inspector pay. No more than 3 persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Public Works Director and the Public Works Operations Manager only.

12.06 Weekend Bonus Pay

The City shall codify and continue the existing provisions applicable to workers assigned to rotating weekend work assignments within Public Works when a Public Works field staff worker is scheduled to work weekends.

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

The job classifications eligible to participate in this program include: Maintenance Worker; Senior Maintenance Worker; Public Works Field Supervisor1; Public Works Field Supervisor 2; Water Pump Operator/Backflow Technician; Meter Technician; Electrical Technician; Mechanical Helper and Master Mechanic.

12.07 Inspector Duty Pay

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

Any eligible Public Works field/building maintenance, utility, and/or supervisory employee that is required and scheduled to perform Inspection duties will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours spent on inspection. To be eligible for Inspection Duty Pay, the staff member must be certified, and be on a Certification List developed by the Public Works Director or his designee.

The job classifications eligible to participate in this program include: Maintenance Worker; Senior Maintenance Worker; Public Works Field Supervisor I; and Public Works Field Supervisor II.

12.08 Call Back

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1-1/2) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

12.09 Working Out of Class

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

ARTICLE 13 — REIMBURSEMENTS

13.01 Tuition Reimbursement

Effective July 1, 2011, the City shall reimburse tuition for approved courses to unit members to a maximum of \$3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

13.02 Mileage Reimbursement

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 14 — NEPOTISM

14.01 Nepotism

The City shall implement and enforce a policy prohibiting nepotism as defined below:

- A. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.
- B. 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:
- C. For purposes of this section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
- D. If a supervisor and subordinate in the same department 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, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

ARTICLE 15 — REPRESENTATION OF CONFIDENTIAL UNIT

15.01 Representation of Confidential Unit

Upon the submission of signed union authorization cards representing a majority of the employees designated as Confidential, as well as satisfying the requirements of Section 9(A) of the Employer-Employee Relations Resolution, No. 4585, the City shall recognize a Confidential Unit to represent employees so defined and bargain with that unit. The City defines "Confidential Employees" as "employees who have access to confidential personnel records, payroll and other privileged information on a regular basis." Job classifications currently under this category are as follows: City Clerk, Executive Assistant to the City Administrator, Personnel Office Assistant, Personnel Technician, and Senior Account Clerk II.

ARTICLE 16 — GRIEVANCE

16.01 Grievance Procedures

STATEMENT OF INTENT

The City and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

DEFINITION

A grievance is defined as a dispute concerning the interpretation or application of this written MOU, disciplinary action or departmental rules and regulations governing personnel practices or working conditions applicable to employees covered by this MOU. The parties agree that the following shall not be subject to the grievance procedure:

- A. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding.
- B. Any issue that the parties agree to refer to another administrative resolution process.

GENERAL PROVISIONS

A. Grievance Process Rights

No grievant shall lose his/her right to process his/her grievance because of City-imposed limitations in scheduling meetings.

B. TIME, TIME LIMITS AND WAIVERS

“Business days” shall be defined as Monday thru Friday, exclusively of City Holidays, as defined in this MOU.

Time limits between steps of the grievance procedure provided herein may be extended by mutual agreement, not to exceed sixty (60) business days. In addition, the grievant and the City may jointly waive one step of review from this grievance procedure.

C. EXPEDITED ISSUES

To resolve issues at the appropriate level, the following issues will be automatically waived to the City Administrator, third (3rd) step of the grievance process.

- Suspensions without pay
- Terminations
- Allegations of failure to accommodate medical restrictions
- Allegations of retaliation
- Whistleblower complaints

Any additional issues may be waived to the third (3rd) step upon mutual agreement of the Union and the City.

Step 1

Within ten (10) business days after the employee knew or should have known of the occurrence of the facts which the grievance is based, the grievance must be presented in writing to the immediate supervisor on the grievance form, signed and dated by the employee. The employee shall have the affirmative responsibility to forward a copy to the Personnel Office. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU and/or Personnel Rules which are alleged to have been violated, and the specific remedy requested.

The immediate supervisor shall meet with the employee, secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies. The immediate supervisor shall respond in writing within ten (10) business days following the meeting with the employee. The decision shall be personally served upon the employee or mailed to the employee's last known address or otherwise specified by the employee. Failure of the supervisor to respond within the time limit shall entitle the employee to process the issue to the next step.

Step 2

If the issue is not resolved at Step 1, or jointly referred to another administrative procedure for resolution, the employee may, within ten (10) business days of receiving the response from the immediate supervisor, present a signed and dated grievance form to the Department Director within the ten (10) day filing period, with a copy forwarded the Personnel Office. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU and/or Personnel Rules which are alleged to have been violated, and specify the remedy requested.

The Department Director or appropriate designee shall meet with the employee within ten (10)

business days of the date of service of the grievance form at this Step to discuss the facts and solicit information on possible solutions or other appropriate administrative procedures. The Department Director will provide a written response to the employee within the (10) business days of meeting with the employee. Failure of management to respond within the time limits shall entitle the grievant to process the grievance to the next level.

Step 3

If the grievance is not resolved at Step 2, the employee may appeal by moving the grievance to City Administrator or designee, within ten (10) business days following (a) receipt of the written response at Step 2, or (b) the last day of the response period provided for in Step 2. The City Administrator or designee shall meet with the employee within ten (10) business days of the date of service of the grievance appeal, discuss the facts, and solicit information on possible alternative solutions. A written response will be provided to the employee within twenty (20) business days from the date of meeting with the employee.

Step 4 - MEDIATION

The Union and the City by mutual agreement may request mediation, by letter to the Personnel Committee of the Council. Within ten (10) business days of receipt of a request for mediation, the receiving party shall request that the Union obtain the services of a mediator from the State mediation and Conciliation Service.

The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. The mediation procedure shall be informal, i.e., court reporters shall not be allowed, the rules of evidence shall not apply, and no formal record shall be made. The mediator shall determine whether witnesses are necessary in the conduct of the proceedings.

If settlement is not possible, the mediator may be requested to provide the parties with an immediate oral opinion as to how the grievance would be decided if it went to arbitration. Such opinion shall be advisory only. Upon mutual agreement the parties, the mediator may be requested to furnish such opinion in writing, along with a brief statement of the reasons for the opinion. Such opinion shall not be used during any subsequent arbitration.

Notwithstanding the above, the parties may mutually agree to accept the opinion of the mediator as binding.

If mediation does not resolve the issue, the grievant has ten (10) business days to file an appeal to the next level in the procedure.

Step 5 - ARBITRATION

If the written response at Step 3, or mediation, does not settle the grievance, or management fails to provide a written response within 30 business days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Personnel Committee of the Council. A copy of this notice shall be served upon the department's personnel officer. The request for arbitration

must be filed with the Personnel Committee of the Council within twenty (20) business days following (a) the date of service of the written response of the City Administrator or the designee, or (b) the last day of the response period provided for in Step 3 or 3A. Failure of the Union to serve a written request for arbitration with the Personnel Committee of the Council within said period shall constitute a waiver of the grievance.

If such written notice is served, the parties shall jointly select an arbitrator from a list of seven arbitrators furnished by the State Mediation and Conciliation Service, within ten (10) business days following receipt of said list. Failure of the Union to notify the Personnel Committee of the Council of the selected arbitrator within 60 business days of receipt of said list shall constitute a waiver of the grievance.

- A. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with applicable rules and procedures adopted or specified by the State Mediation and Conciliation Service, unless the parties hereto agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be paid by the losing party (the Union or the City's department whoever loses), it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring same.
- B. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned.
- C. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

PROCEDURE FOR GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

The Union may elect to file a grievance on behalf of two or more employees. The facts and issues of the grievance must be the same.

PROCEDURE:

Step 1

The Union shall file the grievance in writing with the City Administrator or designee, of the affected department within twenty (20) business days following the day the issue arose. To the extent possible, the filing shall include the issue of the grievance, proposed solution(s), the names of the employees impacted by the issue, and the specific facts pertaining to each grievant. All employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Administrator.

The City Administrator or designee shall provide written notification to the affected department of the receipt of the grievance. The City Administrator, or designee, shall meet with the Union within twenty (20) business days of receipt of the grievance to review the facts, solicit information on the proposed solution(s), or consider other appropriate administrative procedures. The City Administrator, or designee, may include department managers who have knowledge of the grievance issues in the meeting with the union. The City Administrator, or designee, shall prepare a written response within twenty (20) business days of the meeting.

16.02 UNION STEWARDS

A. SFPEA/SEIU Local 721 shall designate a reasonable number of stewards (not to exceed 10) from the membership. A steward may represent a grievance at all levels of the grievance, and shall provide to the City Administrator a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.

B. Stewards Rights

1) PROTECTION AGAINST DISCRIMINATION AND RETALIATION.

Management recognizes SEIU Local 721 Stewards and Alternates as official representatives of the Union, and such representatives are entitled to all rights and protections as defined by law and this MOU.

No Steward or Alternate shall be discriminated against or retaliated against in any manner because of the exercise of rights and duties as protected by law and this MOU.

The employer shall provide equal rights to stewards with disabilities.

Grievances filed under this section shall be expedited to the Third Step upon being filed.

2) RELEASE TIME

SEIU Local 721 Officers, Stewards and Alternates shall be allowed necessary time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with Management or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow and at all levels of the grievance procedure. Labor-Management meetings, New Employee Orientations, negotiations, steward trainings, paid time off for lost-time status, and to observe working conditions.

Management is responsible for staffing to accommodate release time upon notice of two (2) weeks for release time.

Stewards and Alternates who are assigned to work an evening shift, night shift or rotating shift or weekend shift shall be accorded full and equal rights under release time, including paid time status on employer's time, and shall not be discriminated against because of shift assignment.

If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.

Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

Stewards and Alternates who are assigned to work an evening shift, a night shift or a rotating shift or weekend shift shall be accorded full and equal rights under release time, including paid time status on employer's time, and shall not be discriminated against because of shift assignment.

- C. In order to facilitate the expeditious resolution of workplace disputes at the lowest possible level, the parties agree to establish a joint Labor-Management training program for Stewards and Front-Line supervisors.
- D. Any grievances arising from a violation of Steward Article will be submitted to the third (3rd) step of the grievance process for resolution.

No later than March 1, 2010, the Union and City representative will have established a curriculum and training program that will provide skills for both stewards and frontline supervisors in the processing and resolution of grievances and other workplace issues in a cooperative, problem-solving manner. Upon completion of the program, both Union Stewards and Front-Line Supervisors will be certified.

ARTICLE 17 — MISCELLANEOUS

17.01 Seniority/Lay-Offs/Transfers in lieu of Layoff

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, The city shall meet and confer prior to the layoffs with SFPEA/SEIU Local 721 to take appropriate action to mitigate such negative consequences of the City's action to bargaining unit employees. Such mitigation may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Administrative Officer to layoff or transfer or demote in lieu of layoff. The Administrative Officer shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than ten (10) working days notice is given, City shall pay commensurate pay up to ten (10) day total.

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the class. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department for General Employees and original appointment in department to non-sworn position for Police) shall be determined to have the most seniority.

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

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this class and time in higher classification.

Permanent employees shall be laid off in the reverse order of seniority.

RE-EMPLOYMENT LISTS/CALL BACK

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a re-employment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee re-appointed from a re-employment list shall be considered as having been on leave of absence without pay during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

Transfer in Lieu of Layoff:

Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be

automatically transferred.

The transfer will be held in abeyance and posted in Personnel and respective department for five (5) work day to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

17.02 Contracting Out

The parties (SFPEA/SEIU Local 721 and Representatives of the City) agree that during the term of this MOU, the following term and condition shall apply to the contracting of unit work:

No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting of unit work

17.03 Safe and Respectful Workplace for all City Workers

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its workers and shall not condone any unfair treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

17.04 Agency Shop

The City accepts and makes part of this agreement, the Memorandum of Agreement implementing Agency Shop arrangement between the City and SFPEA/SEIU Local 721 (see details in the attached Exhibit A-Memorandum of Agreement). SFPEA/SEIU Local 721 agrees to update the attached Exhibit A – Memorandum of Agreement.

17.05 Voluntary Political Contributions

The City agrees to allow Unit employees to make voluntary political contributions to the Local 721 Political Action Committee through payroll deduction; any unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political activities, and that the contribution is voluntary in nature. The Union shall abide by all Federal and State laws relating to such contributions, and indemnify the City in the event of litigation.

17.06 Bulletin Boards

The City shall grant the Union reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

17.07 Pre-Emptive Laws

If any article or section of this document or any addition thereto shall be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal or office, the remainder of this document shall not be affected thereby, and the parties shall upon request, enter into the “meet and confer” process to endeavor to agree to a replacement for such article or section.

17.08 Court Appearance Pay

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half 1 ½ times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

17.09 Shift Selection/Time off Selection

Bargaining unit employees that work rotating shifts shall bid shifts, time off vacation requests, time off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department.

17.10 Use of City Facilities

With the approval of City Administrator, the City agrees that SFPEA/SEIU Local 721 may use City facilities to conduct meetings provided that such use does not interfere with the normal business operations of the City.

17.11 SEIU Local 721 Access

Upon notice to the Personnel Division, a SEIU Union Representative shall be permitted to City facilities or work sites during working hours to assist employees in adjusting their grievances, or to investigate complaints concerning working conditions. Such access shall not interfere with the employees work duties.

17.12 Unit Information

Management will provide SFPEA/SEIU Local 721, quarterly, the list of employees in alphabetical order, their employee numbers, class titles, and work location by department. They will also provide the employees home address unless the employee objects in writing, such written statement will be provided to the Union.

17.13 Membership Meetings

A total of one hour of City time will be provided every month for bargaining unit membership meetings.

ARTICLE 18 — JOB DESCRIPTIONS & CLASSIFICATIONS

18.01 Job Descriptions & Classifications

The City shall consult with the Union when it is establishing new, or revising existing job descriptions and classifications. It shall provide the Unit a draft of the changes under consideration.

The Bargaining Unit shall provide comments and recommendations about the new or revised job description or classification within fifteen (15) calendar days of receipt of the draft. The City shall consider the Unit's comments and recommendations as it prepares the final job description /classification for City Council approval.

The City shall meet and confer with the Union if the new or revised job description/classification potentially changes the Bargaining Unit of that position.

18.02 Job Descriptions

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this memorandum of understanding, "classification" shall mean an individual employee's job classification, or an individual employee's job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

18.03 Safety Committee

The established safety committee will act as an advisory board to develop and recommend to the city council and administrative officer policies and procedures affecting the administration of the city safety programs. The Union will name a bargaining unit employee to serve as its official representative to this committee.

18.04 Joint Labor/Management Committee

The City and the Union agree to establish a Joint Labor-Management committee to consult on issues of mutual concern. The committee shall be limited to a total of 6 members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by the Union.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

Side Letter - Joint Labor Management Committee– The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

Side Letter – Re-openers – Wages, Longevity and CalPERS Employer Paid Member Contributions.

Fiscal Year 2010/2011, for the purpose of calling for a meet and confer, the City's General Fund budget reserve after expenditures must be at a minimum of 10% and/or \$1.7 million in reserves. At that time, either party (SFPEA/SEIU Local 721 and/or Representatives of the City) may request a meet and confer for the purpose of negotiating a wage increase of at least 2%, longevity adjustment, CalPERS Employer Paid Member Contribution; and education for SFPEA/SEIU 721.

Such meet and confer may also occur at any time within the term of the M.O.U. if the General Fund Budget reserve meets the conditions listed above. The City agrees to meet and confer in good faith to negotiate any wage increase of at least 2% retroactive to July 1, 2010 and/or July 1, 2011 of the respective fiscal year.

EXHIBIT "A"

MEMORANDUM OF AGREEMENT IMPLEMENTING AGENCY SHOP ARRANGEMENT BETWEEN THE CITY OF SAN FERNANDO AND THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (REPRESENTED BY SEIU LOCAL 721.

Representatives of the City of San Fernando and the San Fernando Public Employees Association (represented by Service Employees International Union "SEIU" Local 721, agree and acknowledge as follows:

1. Pursuant to Government Code § 3502.5, there now exists an agency shop arrangement between the City of San Fernando and Local 721.
2. Government Code § 3502,5(f) mandates that Local 721 keep an adequate itemized record of its financial transactions and make a detailed written financial report to the City in the form of a balance sheet and an operating statement and to the employees who are members of the organization. Said report shall be made available annually within sixty (60) days after the end of the City's fiscal year.
3. Additionally, representatives of Local 721 and the City are cognizant of the Constitutional mandate that non-union employees have a Constitutional right to prevent a union spending a part of the non-union employee's required service fees as contributions to political candidates and to express political views unrelated to the union's duties as exclusive bargaining representative.
4. In order to meet the Constitutional mandate that Local 721 implement a methodology which prevents compulsory subsidization of ideological activity by employees who object thereto, yet without restricting the Local 721 - ability to require every employee to contribute to the cost of collective bargaining and related activities, Local 721 agrees as follows:
 - a. Local 721 shall provide non-union employees with sufficient written information identifying the amount of Agency Shop expenditures related to collective bargaining and contract administration for which non-members can fairly be charged a fee ("chargeable costs") and identify those "non-chargeable" union activities which address ideological activities.
 - b. Local 721 shall provide non-members with adequate information whereby a non-member may determine the accuracy of the Union determination as to what percent of the Agency Shop funds are "chargeable" as opposed to being "non-chargeable," The funds attributed to "non-chargeable" activities shall be distributed to nonmembers by means of the following "advance rebate."
 - c. An "advance rebate," means that a non-member exercising the option to exempt use of Agency Shop funds from "non-chargeable" activities of the

Union, will receive from the Union a single annual advance rebate check in an amount equal to the percent of annual agency fee payments attributed to “non-chargeable” activities multiplied by twelve (12) months, (For example, if a non-member’s annual Agency payments for a calendar year are \$400, and if the Union’s “non-chargeable” activities are equivalent to 30.29% of said fees, the advance rebate check would be \$121.16.) Said refund shall be paid in advance of the Union collection of Agency Shop fees from non-members.

- d. The Union shall provide its non-members with an expeditious, fair and objective procedure for challenging the Union’s computations as to “chargeable” and “non-chargeable” fees.
- 5. The internal Local 721 policies and procedures addressing the method of making refunds to non-members and the method for non-members to contest Union determinations as to amount of refund, are attached to this document and incorporated as though set forth in full.
- 6. The San Fernando Public Employees Association/ Local 721 jointly and separately agree to fund any and all costs of defense and/or to indemnify the City should implementation of these policies and procedures 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,

IT IS AGREED:

Date:

City of San Fernando

Date:

**San Fernando Public Employees’
Association/SEIU Local 721**
