

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Police Officers' Association  
(SFPOA)**

**City of San Fernando  
(City)**

**MOU TERM**

July 1, 2015 – June 30, 2019

**CITY CONTRACT NO.**

1789

**ADOPTION DATE**

June 15, 2015

|   |          |
|---|----------|
| <b>ARTICLE 1 INTRODUCTION</b>                                   | <b>1</b> |
| 1.01 PREAMBLE   | 1        |
| 1.02 RECOGNITION  | 1        |
| 1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)    | 1        |
| 1.04 PROVISIONS OF LAW AND SEVERABILITY                         | 1        |
| 1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)          | 2        |
| 1.06 CITY RIGHTS  | 2        |
| 1.07 EMPLOYEE RIGHTS  | 2        |
| <b>ARTICLE 2 INSURANCE BENEFITS</b>                             | <b>3</b> |
| 2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES | 3        |
| 2.02 MEDICAL INSURANCE FOR RETIREES                             | 4        |
| 2.03 LIFE INSURANCE   | 5        |
| 2.04 LONG TERM DISABILITY INSURANCE                             | 5        |
| <b>ARTICLE 3 RETIREMENT BENEFITS</b>                            | <b>5</b> |
| 3.01 RETIREMENT FORMULA   | 5        |
| 3.02 EMPLOYER PAID MEMBER CONTRIBUTIONS                         | 5        |
| 3.03 OTHER RETIREMENT BENEFITS                                  | 6        |
| <b>ARTICLE 4 LEAVE BENEFITS</b>                                 | <b>6</b> |
| 4.01 VACATION LEAVE   | 6        |
| 4.02 HOLIDAY LEAVE  | 7        |
| 4.03 SICK LEAVE   | 9        |
| 4.04 BEREAVEMENT LEAVE  | 9        |

MOU: SFPOA (2015-2019)  
TABLE OF CONTENTS

---

|  |                                     |                  |
|--|-------------------------------------|------------------|
| 4.05   | CATASTROPHIC LEAVE DONATION PROGRAM | 9                |
| 4.06   | INDUSTRIAL LEAVE                    | 10               |
| <b><u>ARTICLE 5 SALARY</u></b>                             |                                     | <b><u>10</u></b> |
| 5.01   | SALARY                              | 10               |
| 5.02   | DEFINITIONS                         | 10               |
| 5.03   | CALCULATION OF BENEFITS             | 10               |
| <b><u>ARTICLE 6 LONGEVITY PAY</u></b>                      |                                     | <b><u>11</u></b> |
| 6.01   | LONGEVITY                           | 11               |
| <b><u>ARTICLE 7 BILINGUAL PAY</u></b>                      |                                     | <b><u>11</u></b> |
| 7.01   | BILINGUAL                           | 11               |
| <b><u>ARTICLE 8 SPECIAL ASSIGNMENT PAYS</u></b>            |                                     | <b><u>12</u></b> |
| 8.01   | FIELD TRAINING OFFICER              | 12               |
| 8.02   | MOTOR OFFICER                       | 12               |
| 8.03   | CANINE OFFICER                      | 12               |
| 8.04   | DETECTIVES                          | 13               |
| <b><u>ARTICLE 9 CERTIFICATE PAY</u></b>                    |                                     | <b><u>13</u></b> |
| 9.01   | POST CERTIFICATE COMPENSATION       | 13               |
| <b><u>ARTICLE 10 UNIFORM ALLOWANCE</u></b>                 |                                     | <b><u>14</u></b> |
| 10.01  | UNIFORM ALLOWANCE                   | 14               |
| <b><u>ARTICLE 11 OVERTIME &amp; OTHER COMPENSATION</u></b> |                                     | <b><u>14</u></b> |
| 11.01  | OVERTIME                            | 14               |
| 11.02  | COMPENSATORY TIME OFF               | 14               |

MOU: SFPOA (2015-2019)  
TABLE OF CONTENTS

|   |  |           |
|---|--|-----------|
| 11.03   | CALL BACK COMPENSATION                               | 14        |
| 11.04   | ON-CALL/STAND-BY FOR COURT                           | 14        |
| 11.05   | COURT APPEARANCE PAY                                 | 15        |
| <b><u>ARTICLE 12 OUT OF CLASS PAY</u></b>                     |  | <b>15</b> |
| 12.01   | OUT OF CLASS PAY                                     | 15        |
| <b><u>ARTICLE 13 WORK SCHEDULES &amp; SHIFT SELECTION</u></b> |  | <b>15</b> |
| 13.01   | UNIFORMED PERSONNEL                                  | 15        |
| 13.02   | NON-UNIFORMED PERSONNEL                              | 15        |
| 13.03   | CANINE OFFICERS                                      | 16        |
| 13.04   | SHIFT SELECTION                                      | 16        |
| 13.05   | MEALS AND BREAKS                                     | 16        |
| <b><u>ARTICLE 14 DISCIPLINARY PROCEDURES</u></b>              |  | <b>16</b> |
| 14.01   | DISCIPLINARY PROCEDURES                              | 16        |
| <b><u>ARTICLE 15 LAYOFFS</u></b>                              |  | <b>16</b> |
| 15.01   | LAYOFFS  | 16        |
| <b><u>ARTICLE 16 ASSOCIATION BUSINESS</u></b>                 |  | <b>17</b> |
| 16.01   | ACCESS TO WORK LOCATIONS                             | 17        |
| 16.02   | ASSOCIATION ACTIVITY ON DUTY                         | 17        |
| 16.03   | DUES DEDUCTION                                       | 17        |
| <b><u>ARTICLE 17 MAINTENANCE OF BENEFITS</u></b>              |  | <b>17</b> |
| 17.01   | CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS | 17        |
| <b><u>ARTICLE 18 POLICIES AND PROGRAMS</u></b>                |  | <b>18</b> |

**MOU: SFPOA (2015-2019)**

**TABLE OF CONTENTS**

---

|                           |  |                  |
|---------------------------|--|------------------|
| <b>18.01</b>              | <b>NEPOTISM PROHIBITED</b>             | <b>18</b>        |
| <b>18.02</b>              | <b>OTHER POLICIES</b>                  | <b>18</b>        |
| <b><u>ARTICLE 19</u></b>  | <b><u>PRE-EMPLOYMENT CONTRACT</u></b>  | <b><u>19</u></b> |
| <b>19.01</b>              | <b>PRE-EMPLOYMENT CONTRACT</b>         | <b>19</b>        |
| <b><u>ARTICLE 20</u></b>  | <b><u>PUBLICATION OF AGREEMENT</u></b> | <b><u>19</u></b> |
| <b>20.01</b>              | <b>PUBLICATION OF AGREEMENT</b>        | <b>19</b>        |
| <b><u>EXHIBIT "A"</u></b> | <b><u>SALARY SCHEDULE</u></b>          | <b><u>1</u></b>  |

## **ARTICLE 1 INTRODUCTION**

### **1.01 PREAMBLE**

This contract (hereinafter referred to as "Memorandum of Understanding") by and between the San Fernando Police Officers' Association, hereinafter referred to as the "Association," and the City of San Fernando, hereinafter referred to as the "City" has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that, in any way, affect the employees within this bargaining unit.

### **1.02 RECOGNITION**

The City recognizes the San Fernando Police Officers' Association as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation. The term "employee" or "employees" is used to refer to those employees in the classifications of Police Officer, Sergeant, and such other classifications within ranks as may, from time to time, be added to the unit by the City.

### **1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding constitutes the joint recommendation of the City and the Association. This Memorandum of Understanding shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this Memorandum of Understanding in its entirety; and
2. The City Council has approved this Memorandum of Understanding in its entirety.

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

### **1.04 PROVISIONS OF LAW AND SEVERABILITY**

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

If any Article, part, or provision of this Memorandum of Understanding is in conflict with or

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

#### **1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding shall be effective beginning 12:00 am on July 1, 2015, and shall terminate at 11:59 pm on June 30, 2019.

On or about April 1, 2019, the Association may present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty days of the Association's presentation of its proposal.

#### **1.06 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 methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

#### **1.07 EMPLOYEE RIGHTS**

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

## **ARTICLE 2     INSURANCE BENEFITS**

### **2.01     MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES**

The City shall continue to pay the full cost of dental and vision coverage for employees and their dependents. The dental and vision coverage provided by the City under this Memorandum of Understanding shall be the same as currently provided by existing City approved insurance plans.

The City's contribution for medical insurance benefits on behalf of each unit employee and eligible dependent(s) shall be capped at the cost of the most expensive PEMHCA plan for Los Angeles Area Region only, available at each plan level (i.e., employee, employee+1, employee+2 or more), excluding the PERSCare plan. An employee who elects PERSCare shall pay the difference by pre-tax payroll deduction. In addition, the City shall continue to provide fully paid dental and vision coverage for all employees and eligible dependents.

Effective January 1, 2016, the City's contribution for medical insurance benefits on behalf of each unit employee and eligible dependent(s) shall be capped at ninety five percent (95%) of the average cost of the two most expensive PEMHCA plans for Los Angeles Area Region only, available at each plan level (i.e. employee, employee+1, and family). An employee who elects to enroll in a medical plan that exceeds 95% of the average of the two most expensive PEMHCA plans shall pay the difference by pre-tax payroll deduction.

#### **Opt Out**

Unit employees may elect to discontinue participation in the City's Medical Insurance Plan ("Opt Out"). The intent of this provision is to share cost savings that the City will derive as a result of a unit employee canceling City coverage.

Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease under the City's medical insurance plan.

Upon proof of other coverage, a unit employee who opts out shall receive the City's maximum contribution at the employee only plan level, as taxable income.

After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier.

For medical insurance plans, when a unit employee is the spouse of another benefited City employee, one (1) employee may select a plan and list the spouse as a dependent under the two-



party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

Unit employees will not receive compensation for opting out of dental and/or vision plans.

## **2.02 MEDICAL INSURANCE FOR RETIREES**

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents; If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.
  - b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.
3. Tier III: Employees hired on or after July 1, 2015:
  - a. PEMHCA minimum (currently \$122 per month for 2015)

Unit employees that are in Retiree Medical Tier III as described above will receive a contribution from the City of \$150 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the Association. The unit may elect to contribute an additional amount to the RMT or RHS, at its option. The City will work with the Association to

implement the selected RMT or RHS, provided the City's implementation and management costs for the RMT and RHS are not significantly different.

### **2.03 LIFE INSURANCE**

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

### **2.04 LONG TERM DISABILITY INSURANCE**

The City shall continue to provide and pay for a long term disability policy for unit members.

## **ARTICLE 3 RETIREMENT BENEFITS**

### **3.01 RETIREMENT FORMULA**

The City shall provide retirement benefits to eligible unit employees through the California Public Employees' Retirement System (PERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after January 6, 1994 will receive the 3% at 50, final 36-month average compensation retirement calculation.

Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, final 36-month average compensation retirement calculation.

Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, final 36-month average compensation retirement calculation.

### **3.02 EMPLOYER PAID MEMBER CONTRIBUTIONS**

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period containing July 1, 2015, the City shall pay 6.5% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members.

Effective on the first day of the payroll period containing July 1, 2016, the City shall pay 8.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members.

Effective on the first day of the payroll period containing July 1, 2017, and thereafter the City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members.

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

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

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

### **3.03 OTHER RETIREMENT BENEFITS**

The City shall also provide the following retirement benefits:

1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov't Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, a 5% Annual Cost-of Living Allowance Increase. For employees who initially entered CalPERS membership on or after January 6, 1994, a 2% Annual Cost-of Living Allowance Increase (Gov't Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov't Code §21574).

## **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.

The City shall provide for vacation leave to accrue on a payroll to payroll basis prorated in accordance with the following rates:

- |  |               |
|--|---------------|
| 1. 10 days (80 hours) for 1 – 4 years of service       | 160 hours cap |
| 2. 15 days (120 hours) for 5 – 14 years of service     | 240 hours cap |
| 3. 20 days (160 hours) for 15 or more years of service | 320 hours cap |

Effective the first pay period beginning after July 1, 2017, vacation leave will be accrued on a payroll to payroll basis, prorated in accordance with the following rates:

- |  |               |
|--|---------------|
| 1. 11.25 days (90 hours) for 1 – 4 years of service      | 180 hours cap |
| 2. 16.9 days (135 hours) for 5 – 14 years of service     | 270 hours cap |
| 3. 22.5 days (180 hours) for 15 or more years of service | 360 hours cap |

Vacation leave may be taken upon prior approval and in the manner prescribed by the Police Chief, or designee, to the extent accumulated from payroll period to payroll period.

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.

An Employee shall have the option to transfer unused, accrued vacation leave to his/her compensatory time off (CTO) leave bank at any one time per year selected by the employee, but in no event shall the employee's CTO bank exceed 100 hours.

An employee who is denied vacation leave due to Department staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation leave over and above that cap until such time as the Department is able to schedule 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.

#### **4.02 HOLIDAY LEAVE**

Unit members shall be granted the following holidays:

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

Employees shall accrue 96 hours of holiday leave per year, and shall be credited with 48 hours of holiday leave each January 1, and an additional 48 hours of holiday leave each July 1. Employees shall schedule holiday leave in accordance with department procedures.

Employees may only carry over up to 96 hours of accrued but unused holiday leave from one calendar year to the next. Employees who, as of January 1, 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 hours cap. At that time, the employee will receive his/her full 48 hours allotment for that half-year. Upon employee's separation, any unused holiday leave shall be compensated at his or her regular rate of pay.

#### **4.03 SICK LEAVE**

The City shall provide for sick leave to accrue on a payroll-to-payroll basis at the rate of one-day (8 hours) per month pro-rated. Sick leave may be charged to the extent accumulated from payroll to payroll period.

An employee will be allowed to carry over a maximum of eight hundred (800) hours of accrued sick leave from one calendar year to the next. In the last payroll period in December each year, employees will be paid for 50% of all accrued sick leave in excess of 800 hours at their regular rate of pay.

An employee who retires from City service and who receives an industrial disability pension or a service retirement pension from CalPERS, shall be paid at their regular rate of pay for one-fourth (1/4) of their accumulated and unused sick leave, up to a maximum of the one (1) month's worth of the employee's regular rate of pay.

#### **4.04 BEREAVEMENT LEAVE**

Employees shall be permitted to use accrued sick leave of up to five (5) days per incident for bereavement purposes.

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.

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

#### **4.05 CATASTROPHIC LEAVE DONATION PROGRAM**

Unit employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation policy.

#### **4.06 INDUSTRIAL LEAVE**

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy as set forth in the City's existing policy handbook.

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

### **ARTICLE 5 SALARY**

#### **5.01 SALARY**

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

Effective on the first day of the first pay period beginning after July 1, 2015, the base salary for each represented unit classification shall be increased by one percent (1.0%).

Effective on the first day of the first pay period beginning after July 1, 2016, the base salary for each represented unit classification shall be increased by one and one-half percent (1.5%).

Effective on the first day of the first pay period beginning after July 1, 2017, the base salary for each represented unit classification shall be increased by two percent (2.0%).

Effective on the first day of the first pay period beginning after July 1, 2018, the base salary for each represented unit classification shall be increased by three and percent (3.0%).

#### **5.02 DEFINITIONS**

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

#### **5.03 CALCULATION OF BENEFITS**

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

## **ARTICLE 6     LONGEVITY PAY**

### **6.01     LONGEVITY**

1. For unit employees hired prior to January 1, 2012: The City shall pay longevity to all eligible unit members as follows:
  - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
  - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7-1/2%) over and above the base salary step for each employee in this category.
  - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.
2. For unit employees hired on or after January 1, 2012: Any unit employee hired after January 1, 2012 shall receive longevity pay as follows:
  - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.
  - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.
  - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

## **ARTICLE 7     BILINGUAL PAY**

### **7.01     BILINGUAL**

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



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

## **ARTICLE 8    SPECIAL ASSIGNMENT PAYS**

### **8.01    FIELD TRAINING OFFICER**

The City shall provide special assignment pay to any sworn employee whom the Department designates as a Field Training Officer (FTO) in the amount of \$400 per month above his or her base salary.

### **8.02    MOTOR OFFICER**

The City shall provide special assignment pay to any sworn employee who works as a Motor Officer in the amount of \$400 per month above that employee's base salary.

### **8.03    CANINE OFFICER**

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City shall provide special assignment pay to any sworn employee assigned to canine duty in the amount of \$400 per month above his or her base salary, plus two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20



hours per month performing such work off-duty and that the compensation set forth above is adequate.

#### **8.04 DETECTIVES**

The City shall provide special assignment pay to any sworn employee who works as a Detective in the amount of \$400 per month above that employee's base salary.

### **ARTICLE 9 CERTIFICATE PAY**

#### **9.01 POST CERTIFICATE COMPENSATION**

| <b>Certificate/Degree/Units</b>     | <b>Classic Program</b>                       | <b>Modified Program</b> |
|-------------------------------------|--|-------------------------|
| • Intermediate POST                 | \$229 Officer /<br>\$285 Sergeant            | \$200/Month             |
| • Advanced POST of BA/BS Degree     | Additional \$164 Officer /<br>\$204 Sergeant | Additional \$200/Month  |
| • Supervisory POST or Master Degree | Additional \$164 Officer /<br>\$204 Sergeant | Additional \$300/Month  |

The Classic Program shall include any unit employee that was receiving some level of Certificate/Education Compensation as of January 1, 2012. Classic Program members that were receiving compensation for possession of an Associate Degree as of January 1, 2012 are "grandfathered" and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

The Modified Program shall include all unit employees not receiving any form of Certificate/Education Compensation prior to January 1, 2012.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee in the Modified Program with a Bachelor's degree and an Intermediate POST certificate shall be paid \$400/month. If the employee also had a Master degree the employee would be paid \$700/month).

Employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

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## **ARTICLE 10      UNIFORM ALLOWANCE**

### **10.01   UNIFORM ALLOWANCE**

The City shall provide employees a uniform allowance of \$800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year.

## **ARTICLE 11      OVERTIME & OTHER COMPENSATION**

### **11.01   OVERTIME**

Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time banks exceed 100 hours.

### **11.02   COMPENSATORY TIME OFF**

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the FLSA.

### **11.03   CALL BACK COMPENSATION**

Any unit employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1½) times the regular rate of pay for the actual time worked, with a minimum of two (2) hours.

### **11.04   ON-CALL/STAND-BY FOR COURT**

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for two (2) hours for the morning session and two (2) hours for the afternoon session. If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half his/her regular rate of pay, with a minimum of two hours.

#### **11.05 COURT APPEARANCE PAY**

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

#### **11.06 NON-RECURRING COMPENSATION**

Unit employees shall receive a lump sum payment of \$500 upon full execution of this agreement.

### **ARTICLE 12 OUT OF CLASS PAY**

#### **12.01 OUT OF CLASS PAY**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

### **ARTICLE 13 WORK SCHEDULES & SHIFT SELECTION**

#### **13.01 UNIFORMED PERSONNEL**

Except as otherwise provided, uniformed personnel shall work a 3/12 – 4/12 schedule. That schedule comprises alternating weeks of:

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

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

#### **13.02 NON-UNIFORMED PERSONNEL**

All non-uniformed personnel shall work a 9/80 work schedule consisting of alternating weeks of:

Week 1: Four (4) consecutive workdays, of which Three (3) consist of 9 consecutive hours and One (1) consists of 8 hours, followed by Three (3) consecutive days off.

Week 2: Five (5) consecutive workdays of 9 consecutive work hours each, followed by Two (2) consecutive days off.

### **13.03 CANINE OFFICERS**

Employees assigned as Canine Officers shall work a 4/10 schedule that consists of 4 consecutive work days of 10 consecutive hours each week.

### **13.04 SHIFT SELECTION**

Employees shall bid shifts by seniority, according to their time in rank.

### **13.05 MEALS AND BREAKS**

Each shift of the work schedules herein shall comprise one paid meal period of 30 minutes and 2 paid breaks of 15 minutes, each.

## **ARTICLE 14 DISCIPLINARY PROCEDURES**

### **14.01 DISCIPLINARY PROCEDURES**

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

## **ARTICLE 15 LAYOFFS**

### **15.01 LAYOFFS**

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

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

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

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

## **ARTICLE 16      ASSOCIATION BUSINESS**

### **16.01   ACCESS TO WORK LOCATIONS**

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

### **16.02   ASSOCIATION ACTIVITY ON DUTY**

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

### **16.03   DUES DEDUCTION**

The City agrees that during the term of this agreement, it will deduct monies and remit to the Association as authorized by payroll deduction cards submitted by employees in the same manner as existed in the prior MOU.

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

## **ARTICLE 17      MAINTENANCE OF BENEFITS**

### **17.01   CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS**

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

agreement during the term of this MOU unless by mutual agreement of the parties.

## **ARTICLE 18      POLICIES AND PROGRAMS**

### **18.01 NEPOTISM PROHIBITED**

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

### **18.02 OTHER POLICIES**

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

The City will complete a Classification and Compensation study by June 30, 2016. Survey cities will be selected based on a number of criteria, including, but not limited to, population, types of service provided by staff, and relative size of budget.

## **ARTICLE 19      PRE-EMPLOYMENT CONTRACT**

### **19.01   PRE-EMPLOYMENT CONTRACT**

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a police officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed \$450 per month for each month short of thirty-six (36). Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$450, or both, at the employee's option.


## **ARTICLE 20      PUBLICATION OF AGREEMENT**

### **20.01   PUBLICATION OF AGREEMENT**


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

CITY OF SAN FERNANDO


SAN FERNANDO POLICE OFFICERS'  
ASSOCIATION (SFPOA)

 25 June 2015  
\_\_\_\_\_  
Joel Fajardo  
Mayor


Date

 #17 06/19/15  
\_\_\_\_\_  
Saul Garibay  
SFPOA President


Date

 6-30-2015  
\_\_\_\_\_  
Brian Saeki  
City Manager


Date

 6/22/15  
\_\_\_\_\_  
Al Martinez  
SFPOA Vice-President


Date

 6/22/15  
\_\_\_\_\_  
Chris Marcarello  
Deputy City Manager/  
Public Works Director

Date

  
\_\_\_\_\_  
Jeffery Pak  
SFPOA Treasurer


Date

 6/18/15  
\_\_\_\_\_  
Nick Kimball  
Finance Director

Date

 06/19/15  
\_\_\_\_\_  
Courtney James Chiasson  
SFPOA Secretary

Date

 6/22/15  
\_\_\_\_\_  
Robert M. Wexler  
SFPOA Attorney

Date



**EXHIBIT "A" – SALARY SCHEDULE****(July 1, 2015 – June 30, 2016)**

| <b>CLASS</b>    | <b>SALARY RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|-----------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Police Officer  | 73P                 | 5341          | 5634          | 5947          | 6270          | 6617          |
| Police Sergeant | 95P                 | 6640          | 7005          | 7390          | 7797          | 8228          |

**(July 1, 2016 – June 30, 2017)**

| <b>CLASS</b>    | <b>SALARY RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|-----------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Police Officer  | TBD                 | 5421          | 5719          | 6036          | 6364          | 6716          |
| Police Sergeant | TBD                 | 6740          | 7110          | 7501          | 7914          | 8351          |

**(July 1, 2017 – June 30, 2018)**

| <b>CLASS</b>    | <b>SALARY RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|-----------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Police Officer  | TBD                 | 5530          | 5833          | 6157          | 6491          | 6851          |
| Police Sergeant | TBD                 | 6874          | 7252          | 7651          | 8072          | 8518          |

**(July 1, 2018 – June 30, 2019)**

| <b>CLASS</b>    | <b>SALARY RANGE</b> | <b>STEP A</b> | <b>STEP B</b> | <b>STEP C</b> | <b>STEP D</b> | <b>STEP E</b> |
|-----------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Police Officer  | TBD                 | 5695          | 6008          | 6342          | 6686          | 7056          |
| Police Sergeant | TBD                 | 7081          | 7470          | 7880          | 8314          | 8774          |