

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

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

**City of San Fernando  
(City)**

**SFPOA REPRESENTATION**

Robert M. Wexler

**MOU TERM**

2015 - 2019

**CITY CONTRACT NO.**

1793

**ADOPTION DATE**

August 3, 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	6
3.03 OTHER RETIREMENT BENEFITS	6
<b>ARTICLE 4 LEAVE BENEFITS</b>	<b>6</b>
4.01 ANNUAL LEAVE	6
4.02 HOLIDAY LEAVE	7
4.03 MANAGEMENT LEAVE	8
4.04 NON-FLSA COMPENSATORY TIME ACCRUAL	8

---

4.05	SICK LEAVE	8
4.06	BEREAVEMENT LEAVE	8
4.07	CATASTROPHIC LEAVE DONATION PROGRAM	9
4.08	INDUSTRIAL LEAVE	9
<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>10</u></b>
6.01	LONGEVITY	10
<b><u>ARTICLE 7 BILINGUAL PAY</u></b>		<b><u>11</u></b>
7.01	BILINGUAL	11
<b><u>ARTICLE 8 CERTIFICATE PAY</u></b>		<b><u>11</u></b>
8.01	POST CERTIFICATE COMPENSATION	11
<b><u>ARTICLE 9 UNIFORM ALLOWANCE</u></b>		<b><u>12</u></b>
9.01	UNIFORM	12
<b><u>ARTICLE 10 CONTRACT DUTY</u></b>		<b><u>12</u></b>
10.01	CONTRACT DUTY	12
10.02	DEFINITIONS	12
<b><u>ARTICLE 11 OUT OF CLASS PAY</u></b>		<b><u>12</u></b>
11.01	OUT OF CLASS	12

<b><u>ARTICLE 12</u></b>	<b><u>OTHER COMPENSATION</u></b>	<b><u>13</u></b>
12.01	NON-RECURRING COMPENSATION	13
<b><u>ARTICLE 13</u></b>	<b><u>WORK SCHEDULES</u></b>	<b><u>13</u></b>
13.01	ALL EMPLOYEES	13
<b><u>ARTICLE 14</u></b>	<b><u>TAKE HOME VEHICLES</u></b>	<b><u>13</u></b>
14.01	VEHICLES	13
<b><u>ARTICLE 15</u></b>	<b><u>DISCIPLINARY PROCEDURES</u></b>	<b><u>13</u></b>
15.01	DISCIPLINARY PROCEDURES	13
<b><u>ARTICLE 16</u></b>	<b><u>LAYOFFS</u></b>	<b><u>13</u></b>
16.01	LAYOFFS	14
<b><u>ARTICLE 17</u></b>	<b><u>ASSOCIATION BUSINESS</u></b>	<b><u>14</u></b>
17.01	ACCESS TO WORK LOCATIONS	14
17.02	ASSOCIATION ACTIVITY ON DUTY	14
17.03	DUES DEDUCTION	15
<b><u>ARTICLE 18</u></b>	<b><u>MAINTENANCE OF BENEFITS</u></b>	<b><u>15</u></b>
18.01	CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS	15
<b><u>ARTICLE 19</u></b>	<b><u>POLICIES AND PROGRAMS</u></b>	<b><u>15</u></b>
19.01	NEPOTISM PROHIBITED	15
19.02	OTHER POLICIES	16
<b><u>ARTICLE 20</u></b>	<b><u>PUBLICATION OF AGREEMENT</u></b>	<b><u>16</u></b>
20.01	PUBLICATION OF AGREEMENT	16
<b><u>EXHIBIT A</u></b>	<b><u>SALARY SCHEDULE</u></b>	<b><u>18</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 Police Management Unit (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 members of the Police Management Unit, 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 the Police Management 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 Lieutenant and Police Captain, and such other classifications within the police management ranks as may, from time to time, be added to the unit by the City.

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

This 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 a.m. on July 1, 2015, and shall terminate at 11:59 p.m. on June 30, 2019.

On or about April 1, 2019, the Association shall present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty 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 for the term of this agreement. 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 has previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code, Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents; 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. Retiree Medical 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).

1. First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, single highest year compensation retirement calculation.
2. Second Tier: Classic members hired on or after January 6, 1994 will receive the 3% at 50, final 36-month average compensation retirement calculation.
3. Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, final 36-month average compensation retirement calculation.
4. 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 that includes 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 that includes 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 that includes 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).

### **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 ANNUAL LEAVE**

Unit employees earn Annual Leave in lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

1. 160 hours for 1 – 5 years of City service

2. 200 hours for 6 – 10 years of City service
3. 240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or designee.

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

In the last payroll period in December each year, unit members may, at the employee's discretion, receive compensation for up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

#### **4.02 HOLIDAY LEAVE**

The City observes the following holidays:

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

Employees shall accrue ninety six (96) hours of Holiday Leave per year, and shall be credited with 48 hours of Holiday Leave each January 1 and 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 an employee's separation, the employee shall be paid for any unused accumulated Holiday Leave at his or her regular rate of

pay.

#### **4.03 MANAGEMENT LEAVE**

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide eighty (80) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next.

#### **4.04 NON-FLSA COMPENSATORY TIME ACCRUAL**

In the event a unit employee must work excess hours due to a non-routine event, including, but not limited to, a major incident or investigation, or if acting in a Watch Commander capacity, and with the approval of the Police Chief, the employee may bank Non-FLSA Compensatory Time Off (CTO) at the rate of one and one-half (1.5) hours per one (1) hour worked. The maximum amount of CTO that can be banked is one hundred (100) hours. This bank of non-FLSA CTO has no cash value and will not be paid out upon separation from the City.

The scheduling and use of CTO shall be subject to the approval of the Police Chief. 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.

#### **4.05 SICK LEAVE**

In accordance with City policy, a portion of each employee's accrued Sick Leave shall be converted to Annual Leave when the employee becomes an exempt employee and/or member of the Police Management Unit. Sick Leave shall be converted to Annual Leave at the rate of one (1) hour of Sick Leave equals .5 hours of Annual Leave.

An employee who retires from City service and who receives an industrial disability pension or a service retirement pension from CalPERS, may be paid at his or her regular rate of pay for one-fourth (1/4) of accumulated and unused Sick Leave, up to a maximum of one (1) month's worth of the employee's regular rate of pay, or the employee may elect to receive service credit for these hours, at the employee's option.

#### **4.06 BEREAVEMENT LEAVE**

Employees shall be permitted to use up to five (5) days of Bereavement Leave 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) day of Bereavement Leave following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, Cousins, and god-parents or god-parent equivalent.

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

#### **4.07 CATASTROPHIC LEAVE DONATION PROGRAM**

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

#### **4.08 INDUSTRIAL LEAVE**

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

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

### **ARTICLE 5 SALARY**

#### **5.01 SALARY**

The base salary for each represented unit classification shall be as set forth in Exhibit "A" – Salary Schedule. In order to create equitable separation between the Lieutenant classification and the classification immediately preceding Lieutenant, i.e. Sergeant, "Step A" in the Lieutenant classification will be increased by ten percent (10%) and each subsequent Step will be adjusted accordingly.

Once the new salary range is established, existing employees occupying the Lieutenant classification will be placed in the Step that is closest to, but not less than, their existing monthly salary.

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

# **ARTICLE 6 LONGEVITY PAY**

## **6.01 LONGEVITY**

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

## **ARTICLE 8 CERTIFICATE PAY**

### **8.01 POST CERTIFICATE COMPENSATION**

Certificate/Degree/Units	Classic Program	Modified Program
Intermediate POST	\$285/Month	\$200/Month

---

Advanced POST or BA/BS Degree	Additional \$204/Month	Additional \$200/Month
Supervisory POST or Master Degree	Additional \$204/Month	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.

## **ARTICLE 9     UNIFORM ALLOWANCE**

### **9.01     UNIFORM**

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 10     CONTRACT DUTY**

### **10.01     CONTRACT DUTY**

Unit members who, at the employee's discretion, work special assignments typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

### **10.02     DEFINITIONS**

"Contract Duty" means police services contracted through the City and/or paid for by a private person, business, organization, entity or other government agency. Contract Duty may include police services paid for by grant funds received from other government agencies.

## **ARTICLE 11     OUT OF CLASS PAY**

### **11.01     OUT OF CLASS**

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 12      OTHER COMPENSATION**

### **12.01 NON-RECURRING COMPENSATION**

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

## **ARTICLE 13      WORK SCHEDULES**

### **13.01 ALL EMPLOYEES**

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

## **ARTICLE 14      TAKE HOME VEHICLES**

### **14.01 VEHICLES**

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

## **ARTICLE 15      DISCIPLINARY PROCEDURES**

### **15.01 DISCIPLINARY PROCEDURES**

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

## **ARTICLE 16      LAYOFFS**

## **16.01 LAYOFFS**

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

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

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

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

## **ARTICLE 17      ASSOCIATION BUSINESS**

### **17.01 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.

### **17.02 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.

### **17.03 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 prior to this 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 18 MAINTENANCE OF BENEFITS**

### **18.01 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 19 POLICIES AND PROGRAMS**

### **19.01 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.

## **19.02 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, which will be shared with the bargaining unit upon completion.

## **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.

**(SIGNATURE PAGE TO FOLLOW)**

CITY OF SAN FERNANDO

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

  
\_\_\_\_\_  
Brian Saeki  
City Manager

10-1-2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nichole Hanchett  
Lieutenant

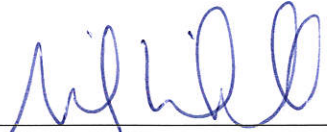
10-1-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Marcarello  
Deputy City Manager/  
Public Works Director

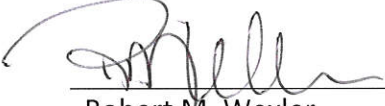
10/1/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christian Colelli  
Lieutenant

10-1-15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nick Kimball  
Finance Director

10/1/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert M. Wexler  
SFPOA PMU Attorney

9/30/2015  
\_\_\_\_\_  
Date

## SALARY SCHEDULE

### Current Salary Range

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	70MP	8048	8451	8872	9316	9783

### Effective 7/1/15 – New Salary Range Plus 1%

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	TBD	8941	9388	9857	10350	10868

### Effective 7/1/16 – 1.5% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	TBD	9075	9529	10005	10505	11031

### Effective 7/1/17 – 2% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	TBD	9257	9719	10205	10716	11251

### Effective 7/1/15 – 3% COLA

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	TBD	9535	10011	10512	11037	11589