

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Police Civilians' Association  
(SFPCA)**



**City of San Fernando  
(City)**

**SFPOA REPRESENTATION**

Service Employees International  
Union, Local 721

**MOU TERM**

July 1, 2015 – June 30, 2018

**CITY CONTRACT NO.**

1794

**ADOPTION DATE**

August 17, 2015

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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 Police Civilians' Association, hereinafter referred to as SFPCA/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 SFPCA/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.

### **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 SFPCA/SEIU Local 721, as the exclusive representative of the full time employees in the Miscellaneous Employee Bargaining Unit (SFPCA).

### **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 SFPCA/SEIU Local 721. This MOU shall be binding upon the parties, whenever the following conditions are met:

1. SFPCA/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 (SFPCA/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 (SFPCA/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 (MOU)**

This MOU shall be effective beginning 12:00 a.m. on July 1, 2015, and shall continue thereafter for a period of three (3) years, and shall terminate at 11:59 p.m. on June 30, 2018.

Either party (SFPCA/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, 2018, 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**

SFPCA/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 (SFPCA/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 that may result in elimination of a unit employee's position.

### **ARTICLE 2 INSURANCE BENEFITS**

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

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

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

The City shall implement a full flex cafeteria plan in accordance with IRS Code Section 125 for all active employees. Unit employees shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City's insurance plans.

Beginning January 1, 2016, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, shall be:

- a. Employee Only: \$788.00
- b. Employee +1: \$1,365.00

c. Family: \$1,838.00

Beginning January 1, 2017, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based the average change from prior year monthly for PERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

Beginning January 1, 2018, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based the average change from prior year monthly for PERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in the mandatory medical insurance plan, or opting out under the "Opt Out" provision below, the employee has the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

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

#### Opt Out

Unit employees may elect to discontinue participation in the PERS Health Plan medical insurance coverage ("Opt Out"). The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

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 coverage under the City's medical insurance plan.

Upon proof of other coverage, unit employees may elect to waive the City's medical insurance and use the above allotted single-party (Employee only) flex dollars toward other items in the full flex cafeteria plan or convert it to 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 and Cafeteria Plan regulations.

For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:

- a. Each employee have a flex dollar amount of a single employee;
- b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

## **2.02 MEDICAL INSURANCE FOR RETIREES**

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 will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

- 1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employees and eligible dependents.
  - b. 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 before June 30, 2015 and retire on or after July 1, 2015:
  - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan 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. If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).

## **2.03 RETIREE HEALTH SAVINGS ACCOUNT**

Unit employees that are in Retiree Medical Tier III as described above will receive a contribution from the City of \$50 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. Any unit member may elect to contribute an additional amount to the RMT or RHS, at its option. The City will work to implement a RMT or RHS prior to June 30, 2016.

## **2.04 LIFE INSURANCE**

The City shall continue to provide 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**

The City shall provide retirement benefits to eligible unit employees under the California Public Employees' Retirement System (CalPERS) 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 November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired after November 12, 2005 will receive the 2% at 55, single highest year compensation retirement calculation.

Third Tier: "New" members hired after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement calculation.

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

1. Fourth Level of 1959 Survivor Benefits for local unit members (Government Code §21574).
2. 5% Annual Cost-of-Living Allowance (COLA) for unit employees hired on or before November 12, 2005; and 3% COLA for unit employees hired after November 12, 2005 (Government Code §21335).
3. Credit for Unused Sick Leave for unit employees as per CalPERS guidelines (Government Code §20965).

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

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period including July 1, 2015, the City shall pay 6.5% for First Tier CalPERS members and 6.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period including July 1, 2016, the City shall pay 7.5% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

Effective on the first day of the payroll period including July 1, 2017, and thereafter, the City shall pay 8.0% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

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 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.

An employee who is denied vacation leave due to the Department's 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:

- 0 – 4 years of City service: 10 days (80 hours) per year
- 5 – 10 years of City service: 15 days (120 hours) per year
- 11 years of City service: 16 days (128 hours) per year
- 12 years of City service: 17 days (136 hours) per year
- 13 years of City service: 18 days (144 hours) per year
- 14 years of City service: 19 days (152 hours) per year
- 15 years of City service: 20 days (160 hours) per year

Effective July 1, 2017, vacation shall accrue as follows:

- 0 – 4 years of City service: 11 days (88 hours) per year
- 5 – 10 years of City service: 16 days (128 hours) per year
- 11 years of City service: 17 days (136 hours) per year
- 12 years of City service: 18 days (144 hours) per year
- 13 years of City service: 19 days (152 hours) per year
- 14 years of City service: 20 days (160 hours) per year
- 15 years of City service: 21 days (168 hours) per year

#### **4.02 HOLIDAY LEAVE**

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

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

Floating holiday hours are credited each July 1 and must be used before June 30. Unused floating holiday hours are not carried forward.

Employees that work a 5/8 or 9/80 and are required to work on a City recognized 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.

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

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

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 1<sup>st</sup>, 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.

#### **4.03 SICK LEAVE**

The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS 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.

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 (3<sup>rd</sup>) day of illness.

#### **4.04 BEREAVEMENT LEAVE**

The City shall authorize unit members to utilize up to three (3) days paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling, 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.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The Department Head may authorize additional days of leave for bereavement purposes on a case-by-case basis. The unit member may utilize accrued sick or vacation time during bereavement period for additional time off if needed.

#### **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 TIME OFF FOR PROMOTIONAL TESTS OR INTERVIEWS**

Employees shall be required to utilize their own time (e.g., unused Vacation, Holiday, 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). Unit employees may visit a City designated EAP Specialist without having to go through the Personnel Division.

### **ARTICLE 6 SALARY**

#### **6.01 COST OF LIVING ADJUSTMENTS**

The base salary for each represented unit classification shall be adjusted as follows:

- No adjustment to base salary for fiscal year 2015-2016.
- 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 one and one-half percent (1.5%).

## **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**

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).

## **6.04 PAYROLL DEDUCTIONS**

It is understood and agreed that SFPCA/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 SFPCA/SEIU Local 721 office. SFPCA/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.

## **6.05 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**

The City shall pay longevity to all eligible unit members as follows:

1. Upon completion of 10 years of continuous service from date of hire, an additional three percent (3%) above the base salary step for each eligible employee.
2. Upon completion of 20 years of continuous service from date of hire, a total of four percent (4%) above the base salary step for each eligible employee.

3. Upon completion of 30 years of continuous service from date of hire, a total of five percent (5%) above the base salary step for each eligible employee.

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**

The City shall provide Bilingual Pay in the amount of \$100.00 per month to those unit employees that satisfy the following conditions:

- A. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on written and/or 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 City Manager.

## **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. City Hall business hours are as follows: 7:30 a.m. – 5:30 p.m. (Monday – Thursday), and 8:00 a.m. – 5:00 p.m. (every other Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule consistent with City Hall schedule above. The City shall provide at least 30 days prior notification in the event it proposes to change the compressed work week schedule.

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks required by State law, and a thirty (30) minute lunch break into one (1) hour and fifteen (15) minute lunch break within the first five and one-half (5 ½) hours from the beginning of their work shift. If a Police Desk Officer works an eight (8) hour day, he/she is entitled to only two (2) fifteen (15) minute breaks, plus a thirty (30) minute lunch break.

Bargaining unit employees may be allowed at least seven and one-half (7 ½) hours of rest between work shifts as stated in the San Fernando Police Department's policies and procedures. At times, a unit employee may be asked to work beyond their normal scheduled working hours to cover another unit employee's work shift (due to sick callout, emergency incident, etc.). When this occurs, the unit member may not be allowed the seven and one-half (7 ½) hour rest time between work shifts. The on-duty supervisor will make every attempt to find another unit member (provided they been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member to work additional hours. The purpose of this provision is to avoid exceeding eighteen (18) consecutive work hours for any bargaining unit member.

## **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/EQUIPMENT ALLOWANCE**

#### **11.01 UNIFORM/EQUIPMENT ALLOWANCE**

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

1. For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, an initial issue of one jacket with biennial (every two years) replacements, and an annual uniform allowance of \$300 per year. In addition, unit employees who are required to wear certain shoes/boots for their position will receive \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

Uniforms shall consist of:

- a. Clerical – Blouse, skirt, pants, blazer, and vest
  - b. Police Desk Officer – Pants, skirt, shirt, and belt
  - c. Community Service Officer – Pants, shirt, jacket, and belt and name tag.
2. The City shall provide Community Development Department field workers represented by this bargaining unit with an initial issue of one jacket with biennial (every two years) replacements, subject to Department Head approval, and a pair of work shoes annually.
  3. 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 Article 11, Sections 1, 2, and 3 above, they shall be paid by separate payroll check biannually in the first full non-payroll week after November



15<sup>th</sup> and May 15th. Worn uniforms may 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**

Non-exempt employees who work under the regular 8a.m.–5p.m., Monday – Friday schedule must be paid overtime 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 (7) day work period. Non-exempt employees that work a 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 on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7 ½) hours between assigned work shifts (e.g., and employee cannot work a twelve-hour shift followed by an overtime shift of more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned work shifts).

Overtime offered to bargaining unit employees shall be posted to give bargaining unit members ample time to sign up for the overtime. A senior bargaining unit member may bump a junior bargaining unit member, as long as it does not interfere with the senior bargaining unit member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with a bargaining unit member's assigned shifts).



## **12.02 COMPENSATORY TIME OFF (CTO)**

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. Comp time hours in excess of 100 hours must be paid at the rate of one and one-half (1 ½) 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 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.

## **12.04 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.

## **12.05 NON-RECURRING COMPENSATION**

Unit employees shall receive a lump sum payment of \$375 upon full execution of this agreement. The payment will be provided as a separate payroll check in the first non-payroll week following full execution of this agreement.

## **ARTICLE 13      REIMBURSEMENTS**

### **13.01 TUITION REIMBURSEMENT**

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:

1. 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.
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 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      GRIEVANCE**

### **15.01 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 (3<sup>rd</sup>) 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 (3<sup>rd</sup>) 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 Head within the ten (10) day filing period, with a copy forwarded 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 specify the remedy requested.

The Department Head 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 Head 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 - MEDIATION

If the grievance is not resolved in Step 2, the Union and the City by mutual agreement may request mediation, by letter to the City Manager. 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 4 - ARBITRATION

If the mediation does not settle the grievance 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 mediator. 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 Manager 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 Manager.

The City Manager or designee shall provide written notification to the affected department of the receipt of the grievance. The City Manager, 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 Manager, or designee, may include department managers who have knowledge of the grievance issues in the meeting with the union. The City Manager, or designee, shall prepare a written response within twenty (20) business days of the meeting.

## **15.02 UNION STEWARDS**

- A. SFPCA/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 Manager
- B. a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.

### **C. 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 (3<sup>rd</sup>) 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 16 MISCELLANEOUS**

### **16.01 LAYOFFS/SENIORITY/RE-EMPLOYMENT LISTS/CALL BACK/TRANSFERS IN LIEU OF LAYOFF**

The City agrees not to lay off or furlough unit employees during the term of this contract. However, the following layoff provisions are preserved for reference.

#### **1. Layoffs**

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 SFPCA/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 Manager to layoff or transfer or demote in lieu of layoff. The City Manager 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.

#### **2. Seniority**

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.

### 3. 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.

### 4. 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 the Personnel Division 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.

## 16.02 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.

#### **16.03 AGENCY SHOP**

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

#### **16.04 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.

#### **16.05 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.

#### **16.06 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.

#### **16.07 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.

#### **16.08 SHIFT SELECTION/TIME OFF SELECTION (ROTATING SHIFT EMPLOYEES)**

Bargaining unit employees that work rotating shifts shall bid 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. Unit employees that work rotating shifts shall bid on a rotating basis from top to bottom annually (calendar year). Unit members on probation shall not be part of the bidding process until they have passed the probationary period.

Block requests of forty four (44) hours (vacation, holiday, compensatory, etc.) shall take precedence over shorter time off requests, regardless of seniority. If multiple unit employees request the forty four (44) hour threshold for the same time frame, then priority resorts back to seniority.

If a bargaining unit member requests time off, then wants to rescind his/her request, he/she must do so at least two calendar weeks (14 days) prior to their original requested time off. If the bargaining unit member does not give two calendar weeks' notice when rescinding a time off request, he/she will be required to take the original requested time off. If a bargaining unit member has no time in his/her respective time banks, they will be required to take time off without pay. The only exception is a catastrophic incident, such as a death in the family or illness. The unit employee may be asked to provide proof of catastrophic incident.

#### **16.09 USE OF CITY FACILITIES**

With the approval of City Manager, the City agrees that SFPCA/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.

#### **16.10 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.

#### **16.11 UNIT INFORMATION**

Management will provide SFPCA/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.

#### **16.12 MEMBERSHIP MEETINGS**

A total of one hour of City time will be provided every month for bargaining unit membership meetings, which will not take the place of a unit member's lunch break.

## **ARTICLE 17      JOB DESCRIPTIONS & CLASSIFICATIONS**

### **17.01 JOB DESCRIPTIONS & CLASSIFICATIONS**

The City shall establish a new classification, Senior Desk Officer, at a salary range equal to five percent (5%) above the Desk Officer salary range. The Senior Desk Officer duties will include, among other tasks, responsibility for the training program for new and existing Desk Officer positions.

After the Senior Desk Officer classification is established and added to the City's table of organization, the Police Department will conduct an internal recruitment. The successful employee's position will be reclassified from Desk Officer to Senior Desk Officer.

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.

### **17.02 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.

### **17.03 SAFETY COMMITTEE**

The established Safety Committee will act as an advisory board to develop and recommend policies and procedures to the City Council and City Manager affecting the administration of City safety programs. The Union will name a bargaining unit employee to serve as its official representative to this committee.

#### **17.04 JOINT LABOR/MANAGEMENT COMMITTEE (JLMC)**

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.

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.

#### **17.05 OTHER**


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. A copy of the draft report will be reviewed with the bargaining unit prior to finalization.

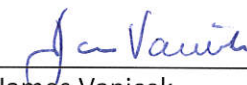
## **ARTICLE 18      SIGNATURE PAGE**

**(SIGNATURE PAGE TO FOLLOW)**


CITY OF SAN FERNANDO

SAN FERNANDO POLICE CIVILIANS'  
ASSOCIATION (SFPCA)


 28 AUGUST 2015  
\_\_\_\_\_  
Joel Fajardo  
Mayor

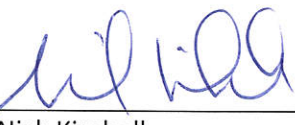
 8/20/15  
\_\_\_\_\_  
James Vanicek  
SFPCA President

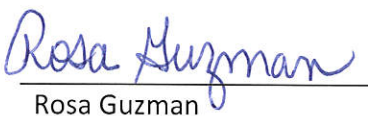
 8-26-2015  
\_\_\_\_\_  
Brian Saeki  
City Manger

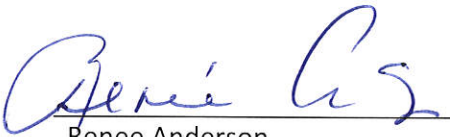
 8/20/15  
\_\_\_\_\_  
Sylvia Ortega  
SFPCA Vice President

 8/31/2015  
\_\_\_\_\_  
Chris Marcarello  
Deputy City Manager/  
Public Works Director

 8/20/15  
\_\_\_\_\_  
Manuel Lizarraga  
SFPCA Treasurer

 8/20/15  
\_\_\_\_\_  
Nick Kimball  
Finance Director

 8-19-15  
\_\_\_\_\_  
Rosa Guzman  
SFPCA Secretary

 9-28/15  
\_\_\_\_\_  
Renee Anderson  
SEIU Local 721