

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

**San Fernando
Management Group
(SFMG)**

**City of San Fernando
(City)**

SFMG REPRESENTATION

Service Employees International
Union, Local 721

MOU TERM

July 1, 2018 – June 30, 2021

CITY CONTRACT NO.

1905

ADOPTION DATE

February 19, 2019

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ARTICLE 1 INTRODUCTION

1.01 PREAMBLE

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

1.02 RECOGNITION

The City recognizes "SFMG/SEIU 721" as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation, however, any decision resulting from a grievance filed by an individual employee without the Union's involvement at any stage of the grievance procedure shall not: (1) be binding upon the Union, (2) set a precedent for future decisions, or (3) change the terms of this MOU which has been collectively bargained by the Union on behalf of the represented employees. The term "employee" or "employees" is used to refer to those employees in the following classifications: Administrative Analyst, Management Analyst, Personnel Manager, Senior Accountant, and Treasury Manager, and such other classifications as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes an agreement and joint recommendation for ratification by the general membership of SFMG/SEIU 721, and approval and adoption in its entirety by the City Council of the City of San Fernando.

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

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

ARTICLE 2 **TERM**

2.01 **TERM**

This MOU shall be effective beginning 12:00 A.M. on July 1, 2018, and shall terminate at 11:59 P.M. on June 30, 2021.

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

ARTICLE 3 **CITY RIGHTS**

3.01 **CITY RIGHTS**

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

ARTICLE 4 **EMPLOYEE RIGHTS**

4.01 **EMPLOYEE RIGHTS**

Employees of the City shall have the right to form, join, and participate in the activities of the employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees 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 5 SALARY

5.01 COST OF LIVING ADJUSTMENT/EQUITY ADJUSTMENTS

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

- Effective on the first day of the first full pay period following September 1, 2018, the base salary for each represented unit classification shall be increased by two percent (2%).
- Effective on the first day of the first pay period beginning after July 1, 2019, the base salary for each represented unit classification shall be increased by two and one-half percent (2.5%).
- Effective on the first day of the first pay period beginning after July 1, 2020, the base salary for each represented unit classification shall be increased by two and one-half percent (2.5%).

5.02 DEFINITIONS

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

5.03 CALCULATION OF BENEFITS

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

ARTICLE 6 LONGEVITY PAY

6.01 LONGEVITY

Employees hired by the City on or before July 1, 2018 are eligible for Longevity Pay under the following terms:

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

of hire, will receive an additional 1% above the previous second longevity step, for a total of 5% above the base salary.

An employee on a leave of absence without pay, with the exception of federal or state family medical leave, and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

ARTICLE 7 BILINGUAL PAY

7.01 BILINGUAL

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

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

ARTICLE 8 EMPLOYEE AND RETIREE INSURANCE BENEFITS

8.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

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

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

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

For 2018 and 2019, the monthly flex dollar allowances, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2018	January 1, 2019
Opt Out:	\$845	\$210
Employee only:	\$845	\$870
Employee + 1:	\$1,463	\$1,507
Family:	\$1,969	\$2,028

Beginning January 1, 2020, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 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 a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, if the premiums and/or costs for the selected benefits are less than the monthly flex dollar allowance, employees shall have the following options to:

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

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

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

Opt Out

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

- A. The employee electing to waive City medical insurance coverage for themselves and all

eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California).

- B. Upon proof of other coverage as set forth in section A above, the employee may elect to waive the City's medical insurance coverage, and receive the sum of the most expensive dental and vision premiums, currently \$210, toward other items in the full flex cafeteria plan or convert it to taxable income.
- C. The employee must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.
- D. After electing to Opt Out, an employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.
- E. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a. Each employee may elect a flex dollar amount of a single employee; or
 - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

8.02 MEDICAL INSURANCE FOR RETIREES

The City provides retiree medical benefits as follows:

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents.
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan the employee selects for himself/herself and eligible dependents, except PERS Care plan,

if the most expensive.

3. Retiree Medical Tier III: Employees hired on or after July 1, 2015, and subsequently retire from the City:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, they will receive the PEMHCA minimum.
 - b. The City shall contribute \$100 per month into the Retiree Health Savings (RHS) Plan, as designated by the City.

8.04 LIFE INSURANCE

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

ARTICLE 9 RETIREMENT BENEFITS

9.01 RETIREMENT BENEFITS

The City shall provide retirement benefits to eligible employees through CalPERS as set forth below. The definitions of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired on or prior to November 12, 2005 receive 3% at 60 of the highest twelve (12) consecutive months' compensation retirement calculation, as determined by CalPERS.

Second Tier: "Classic" members hired after November 12, 2005 receive 2% at 55 of the highest twelve (12) consecutive months' compensation retirement calculation, as determined by CalPERS.

Third Tier: "New" members hired on or after January 1, 2013 receive the 2% at 62, of the highest thirty-six (36) consecutive months' compensation retirement calculation as determined by CalPERS.

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

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Annual Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and annual 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).

- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

9.02 EMPLOYER PAID MEMBER CONTRIBUTIONS

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

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

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

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

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

ARTICLE 10 MANAGEMENT LEAVE

10.01 MANAGEMENT LEAVE

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

ARTICLE 11 ANNUAL LEAVE

11.01 ANNUAL LEAVE

Employees earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

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

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

Employees who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

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

ARTICLE 12 **HOLIDAY LEAVE**

12.01 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) Veterans Day |
| (3) Presidents' 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 January 1 and must be used before December 30. Unused floating holiday hours are not carried forward.

ARTICLE 13 **WORK SCHEDULE**

13.01 REGULAR WORK SCHEDULE

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

13.02 MODIFIED WORK SCHEDULE

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

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

ARTICLE 14 TUITION REIMBURSEMENT

14.01 TUITION REIMBURSEMENT

The City shall reimburse employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

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

ARTICLE 15 MILEAGE REIMBURSEMENT

15.01 MILEAGE REIMBURSEMENT

Employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 16 ACTING PAY

16.01 ACTING PAY

Employees who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed, shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

ARTICLE 17 DISCIPLINARY PROCEDURES

17.01 DISCIPLINARY PROCEDURES

Those unit employees who are a part of the competitive service can only be disciplined under the disciplinary procedures set forth in the City of San Fernando Personnel Rules and

Regulations. Final disciplinary decisions shall be subject to judicial review in accordance with Code of Civil Procedure section 1094.5.

ARTICLE 18 LAYOFFS

18.01 LAYOFFS

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

ARTICLE 19 BEREAVEMENT LEAVE

19.01 BEREAVEMENT LEAVE

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

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

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

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

ARTICLE 20 OTHER PROVISIONS

20.01 PROMOTIONAL DIFFERENTIAL

Employees who receive a promotion shall be moved to the salary step that provides a minimum five percent 5% increase over the rate received in the former position. Any regularly-assigned bonus or premium compensation amounts shall be included in calculating the step rate of the former position and added to the new salary, if applicable, after determining the appropriate salary step rate for the new position.

20.02 TECHNOLOGY

The City will provide the necessary technology (i.e. cell phone, laptop, tablet computer, etc.) to those employees who, subject to Department Head approval, require the use of such technology outside of their regular working hours in order to complete their duties.

ARTICLE 21 DEDUCTIONS

21.01 DEDUCTIONS

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

21.02 MAINTENANCE OF DUES PAYROLL DEDUCTIONS

Any employee who has authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction taken by the City during the term of this MOU, subject to the following requirements:

1. Any employee may terminate such dues deductions each year during the period of February 10 through February 28 ("window period"), by notifying the Union that he/she wishes to terminate the deduction of his/her Union dues.
2. Such notification shall be sent by email and contain the following information:
 - a. employee name;
 - b. employee ID number;
 - c. job classification;
 - d. department name;
 - e. and identify SEIU Local 721 at City of San Fernando as the Union from which dues deductions are to be cancelled.
3. Email notification shall be sent to dues@seiu721.org.
4. Notwithstanding the window period set forth in section 1 above, any employee may terminate Union dues at any time during the term of this MOU if the employee becomes a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. Any employee seeking to terminate union dues under this provision must submit supporting documentation to SEIU Local 721.

The Union will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

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

ARTICLE 22 **PROVISIONS OF LAW AND SEVERABILITY**

22.01 PROVISIONS OF LAW AND SEVERABILITY

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

If any article, part, or provision of this MOU is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and shall be of no force or effect, and the remainder of the MOU shall not be affected thereby. The parties shall, upon request, meet and confer over such suspension or supersession.

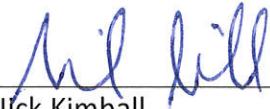
ARTICLE 23 **GRIEVANCE PROCEDURES**

23.01 GRIEVANCE PROCEDURES

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

ARTICLE 24 SIGNATURE PAGE

CITY OF SAN FERNANDO



Nick Kimball
City Manager

8/20/19

Date


**SAN FERNANDO MANAGEMENT GROUP
(SFMG)**



Margarita Solis
SFMG Member

8-20-19


Date



Kenneth Jones
SFMG Member

8-20-19

Date



Sonia Garcia
SFMG Member

8/20/19

Date

Approved as to form:



Jody Klipple
SEIU Local 721

8/20/19

Date