

**MEMORANDUM OF
UNDERSTANDING
(MOU)**

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

**City of San Fernando
(City)**

SFPOA REPRESENTATION

Robert M. Wexler

MOU TERM

2019-2024

CITY CONTRACT NO.

1939

ADOPTION DATE

February 3, 2020

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ARTICLE 1 INTRODUCTION

1.01 PREAMBLE

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

1.02 RECOGNITION

The City recognizes the Association as the exclusive bargaining representative of the employees in the Police Management Unit, subject to the right of an employee to self-representation. The term "employee" or "employees" is used in this MOU to refer to those employees in the classifications of Police Lieutenant and Police Captain, and such other classifications within the police management ranks as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes the parties' joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted 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 therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

1.04 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 conflicts with or is 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 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, 2019, and shall terminate at 11:59 p.m. on June 30, 2024.

On or about April 1, 2024, the Association shall present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in this MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

1.06 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; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

1.07 EMPLOYEE RIGHTS

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

ARTICLE 2 INSURANCE BENEFITS

2.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City 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.

Effective January 1, 2020, and each January 1 thereafter during the term of this MOU, the City shall pay the full cost of the employee's selected medical insurance plan, not to exceed the premium costs of the third most expensive plan available at each plan level (e.g., employee, employee +1, or employee + 2 or more) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for 2020 shall be as follows:

	January 1, 2020
Employee only:	\$813
Employee + 1:	\$1,626
Family:	\$2,114

An employee who elects to enroll in a medical plan that exceeds the City's contribution for the third highest plan offered shall pay the difference through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

Vision and Dental Insurance

In addition to medical insurance premiums, the City shall provide fully paid dental and vision coverage for all employees and eligible dependents.

Opt Out

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

Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must 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, and must waive any liability to the City for

their decision to cease under the City's medical insurance plan.

For employees who Opt-out of the City medical insurance coverage, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.

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

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

- a. Receiving the City's contribution for medical insurance, as outlined above, and selecting coverage as 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.

2.02 MEDICAL INSURANCE FOR RETIREES

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

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
 - 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 after July 1, 2008, but on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.

- b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.
3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
 - a. PEMHCA minimum (currently \$136 per month for 2019), in accordance with California Government Code Section 22892.
 - b. The City will contribute \$150 per month into a Retiree Medical Trust Account (RMTA). Employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

2.03 LIFE INSURANCE

The City shall provide Life and Accidental Death & Dismemberment insurance to each employee and pay the required premiums. The benefit of said insurance shall be equal to fifty-thousand dollars (\$50,000).

2.04 LONG-TERM DISABILITY INSURANCE

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

ARTICLE 3 RETIREMENT BENEFITS

3.01 RETIREMENT FORMULA

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

The City provides retirement benefits to eligible unit 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).

1. First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, twelve (12) consecutive months' compensation retirement calculation.
2. Second Tier: Classic members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months' average compensation retirement calculation.

3. Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months' average compensation retirement calculation.
4. Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months' average compensation retirement calculation.

3.02 CALPERS CONTRIBUTIONS

1. Employer Paid Member Contributions for Classic Members

The City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members. This payment shall be treated as a "pick up" of employee contributions pursuant to Internal Revenue Code section 414(h)(2).

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

2. PEPRA Member Contributions

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

3. CalPERS Cost Sharing

Classic employees shall pay an additional pension contribution as cost sharing in accordance with California Government Code section 20516(f) as follows:

- Effective on the first day of the first full pay period after Council adoption of this MOU: one percent (1%), for a total of one percent (1%) cost sharing of the City's contribution.
- Effective July 1, 2020: an additional one percent (1%), for a total of two percent (2%) cost sharing of the City's contribution.
- Effective July 1, 2021: an additional one percent (1%), for a total of three percent (3%) cost sharing of the City's contribution.
- Effective July 1, 2022: an additional one percent (1%), for a total of four percent (4%) cost sharing of the City's contribution.

3.03 OTHER RETIREMENT BENEFITS

The City also provides the following retirement benefits:

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

ARTICLE 4 LEAVE BENEFITS

4.01 ANNUAL LEAVE

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

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

1. 160 hours for 1 – 5 years of City service
2. 200 hours for 6 – 10 years of City service
3. 240 hours for 11 or more years of City service

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

Unit members may accrue up to eight hundred (800) hours of Annual Leave. Starting June 30, 2022, the accrual cap for Annual Leave will be reduced as follows:

- Effective June 30, 2022, the maximum accrual cap for Annual Leave shall be seven hundred (700) hours.
- Effective June 30, 2023 the maximum accrual cap for Annual Leave shall be five hundred and fifty (550) hours.
- Effective June 30, 2024, the maximum accrual cap for Annual Leave shall be four hundred (400) hours.

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.

Annual Leave Cash Out

Beginning in 2020, on or before December 31st of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accumulated Annual Leave at their regular rate of pay in the following calendar year. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of Annual Leave the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued Annual Leave remaining after the cash out. If, however, the employee's Annual Leave balance would result in less than eighty (80) hours remaining after the cash out, the employee will receive cash for the amount of Annual Leave above eighty (80) hours that the employee has accrued at the time of the cash out. An employee that does not make a specific election by December 31st, will be deemed to have elected the same level of cash out as the preceding year.

In addition to the cash out of annual leave, above, to assist employees in reducing their Annual Leave balance below the applicable maximum accrual cap, an employee may also cash out up to an additional one hundred and fifty (150) hours of accumulated Annual Leave each year of this MOU. The ability to make this additional cash out shall terminate on either June 30, 2024, or on such date that the employee's accumulated Annual Leave balance falls below three hundred (300) hours, whichever occurs first. If an employee seeks to cash out the additional leave of up to one hundred and fifty (150) hours, the employee must make an irrevocable election for that additional amount by December 31st of the prior year.

4.02 HOLIDAY PAY

In recognition of the fact that employees do not receive holidays as days off, the City shall pay employees an additional eight (8) hours per month as Holiday-in-Lieu pay. Such holiday pay shall be in recognition of the following holidays:

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

4.03 MANAGEMENT LEAVE

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

The City shall provide one hundred and twenty hours of Management Leave per year, to be credited as follows:

- On January 1 of each year, employees shall be credited with eighty (80) hours Management Leave per year. On July 1 of each year, employees shall be credited with an additional forty (40) of Management Leave per year.
- In the first pay period of December each year, the City shall cash out the employee's accrued balance of unused management leave, not to exceed 40 hours per year. With the exception of the maximum 40 hours of management leave that may be cashed out, all management leave hours must be used in the year earned and cannot be carried over from one calendar year to the next.

4.04 NON-FLSA COMPENSATORY TIME ACCRUAL

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

The scheduling and use of CTO shall be subject to the approval of the Police Chief. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the department operations or impose an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

4.05 SICK LEAVE

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

An employee who retires from City service and who receives an industrial disability pension or a service retirement pension from CalPERS, may be paid at his or her Regular Rate of Pay for one-fourth (1/4) of their accumulated and unused Sick Leave, up to a maximum of 173.3 hours (i.e., one (1) month's regularly scheduled hours), or the employee may elect to receive service credit

for these hours, at the employee's option.

4.06 BEREAVEMENT LEAVE

Employees shall be receive up to three (3) days of paid leave per incident for bereavement purposes.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, child, spouse, or registered domestic partner as permitted by California law, or any person living in the 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 over whom an employee has parental rights.

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

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

4.07 CATASTROPHIC LEAVE DONATION PROGRAM

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

4.08 INDUSTRIAL LEAVE

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

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

ARTICLE 5 SALARY

5.01 SALARY

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

Effective on the first day of the first full pay period beginning after July 1, 2019, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above.

Effective on the first day of the first full pay period beginning after July 1, 2020, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above, for a total pickup of two percent (2%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2021, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above, for a total pickup of three percent (3%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2022, the Base Salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up one percent (1.0%) of the City's contribution to CalPERS, as noted in Article 3, Section 3.02 above, for a total pickup of four percent (4%) of the City's contribution.

Effective on the first day of the first pay period beginning after July 1, 2023, the Base Salary for each represented unit classification shall be increased by three percent (3%).

5.02 DEFINITIONS

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

5.03 CALCULATION OF BENEFITS

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

ARTICLE 6 LONGEVITY PAY

6.01 LONGEVITY

1. **Tier One:** For unit employees hired prior to January 1, 2012: The City shall pay longevity to all eligible unit members as follows:

- a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the Base Salary step for each employee in this category.
 - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7.5%) over and above the Base Salary step for each employee in this category.
 - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the Base Salary step for each employee in this category.
2. **Tier Two:** For unit employees hired on or after January 1, 2012: Any unit employee hired after January 1, 2012 shall receive longevity pay as follows:
 - a. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the Base Salary step for each employee in this category.
 - b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the Base Salary step for each employee in this category.
 - c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the Base Salary step for each employee in this category.
3. **Elimination of Tiers:** Effective July 1, 2023, all unit employees shall be eligible to receive longevity pay under Tier One.

ARTICLE 7 BILINGUAL PAY

7.01 BILINGUAL

The City shall provide Bilingual Pay in the amount of one-hundred dollars (\$100) per month to employees that satisfy the following conditions:

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

ARTICLE 8 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

8.01 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS

To receive POST Certificate and/or Educational Incentive Pay, employees must present certificates or degrees to the Personnel Division for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- Employees with an Intermediate POST certificate will receive an additional four percent (4%) above their Base Salary.
- Employees with an Advanced POST certificate and/or a Bachelor of Arts or Bachelor of Science (BA/BS) Degree will receive an additional four (4%) above their Base Salary.
- Employees with a Supervisory POST certificate and/or a Master of Arts or Master of Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their Base Salary.

Employees that were receiving compensation for possession of an Associate Degree as of January 1, 2012 are "grandfathered" and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an Intermediate POST certificate would receive four percent (4%) for the Bachelor's degree and four percent (4%) for the Intermediate POST certificate, for a total of eight percent (8%) above their Base Salary. If the employee also had a Master's degree the employee would receive an additional two and one-half percent, for a total of ten and one-half percent (10.5%) above his or her Base Salary).

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(2) and CCR §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

ARTICLE 9 UNIFORM ALLOWANCE

9.01 UNIFORM

The City shall provide employees a uniform allowance of \$800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year. In addition, on a biennial basis, the City shall provide employees with one all-weather jacket.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all "Classic" members pursuant to CCR §571(a)(5), Uniform Allowance.

ARTICLE 10 CONTRACT DUTY

10.01 CONTRACT DUTY

Unit members who, at the employee's discretion, work special assignments typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half (1.5) times the "Top Step" base pay of a City Police Sergeant, plus any longevity and certificate pay to which the employee is entitled.

10.02 DEFINITIONS

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

ARTICLE 11 OUT OF CLASS PAY

11.01 OUT OF CLASS

Any unit member appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out of class assignment for more than 960 hours per fiscal year.

ARTICLE 12 OTHER COMPENSATION

[Intentionally left blank]

ARTICLE 13 WORK SCHEDULES

13.01 ALL EMPLOYEES

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

ARTICLE 14 TAKE HOME VEHICLES

14.01 VEHICLES

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

ARTICLE 15 DISCIPLINARY PROCEDURES

15.01 DISCIPLINARY PROCEDURES

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

ARTICLE 16 LAYOFFS

16.01 LAYOFFS

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

appointment to sworn position within the City) shall be determined to have the most seniority.

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

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

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

ARTICLE 17 ASSOCIATION BUSINESS

17.01 ACCESS TO WORK LOCATIONS

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

17.02 ASSOCIATION ACTIVITY ON DUTY

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

17.03 DUES DEDUCTION

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

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of

check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

ARTICLE 18 MAINTENANCE OF BENEFITS

18.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS

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

ARTICLE 19 POLICIES AND PROGRAMS

19.01 NEPOTISM PROHIBITED

1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the 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, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If two Department employees 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, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs A and B, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

19.02 OTHER POLICIES

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

ARTICLE 20 PUBLICATION OF AGREEMENT

20.01 PUBLICATION OF AGREEMENT

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

(SIGNATURE PAGE TO FOLLOW)

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

N Hanchett 2/10/20
Nichole Hanchett Date
Lieutenant


Irwin Rosenberg
Lieutenant

2/10/20
Date


Robert M. Wexler
SFPOA PMU Attorney

2/24/2020
Date

SALARY SCHEDULE

Current Salary Range

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant	70MP					

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						

Class	Sal. Range	Step A	Step B	Step C	Step D	Step E
Police Lieutenant						