

AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
THE FULLERTON FIRE MANAGEMENT
ASSOCIATION,
FOR THE PERIOD FOR ~~JULY 1, 2021~~ JANUARY 7, 2023
THROUGH JUNE 30, ~~2023~~ 2027

ARTICLE 1: INTRODUCTION

This Agreement is made and entered into by the City of Fullerton (hereinafter referred to as the "City") and the Fullerton Fire Management Association (hereinafter referred to as the "~~Association~~FFMA"). The ~~Association~~FFMA is the recognized majority representative of employees in the classifications listed on Appendix A (hereinafter collectively referred to as "affected employees"). This Agreement fully supersedes and renders void the prior Agreement between the parties that was effective from July 1, 2021 through June 30, 2023.

Pursuant to City Council Resolution 5145 (which pertains to employer-employee relations) and California Government Code §3500, et seq., authorized representatives of the City and the ~~Association~~FFMA have met and conferred in good faith concerning compensation, hours and other terms and conditions of employment of affected employees, and have reached an Agreement that shall be submitted to the City Council for approval. Following approval, this Agreement shall be implemented by action of the Council or City Manager by appropriate ordinances, resolutions, or other directives.

Therefore, the City and the ~~Association~~FFMA agree that upon approval by the City Council, the compensation, hours and other terms and conditions of employment for affected employees shall be as follows:

ARTICLE 2: TERM - EFFECTIVE DATES

The term of this Agreement shall be from ~~July 1, 2021~~ January 7, 2023 through June 30, ~~2023~~ 2027. The effective date of each Article is ~~July 1, 2021~~ January 7, 2023 unless otherwise stated herein.

ARTICLE 3: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment within the lawful scope of representation of the ~~Association~~FFMA presently enjoyed by affected employees, shall remain in full force and effect unless changed subject to completion of meet-and-confer/consult sessions with authorized representatives of the ~~Association~~FFMA.

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the Affordable Care Act, (hereinafter “ACA”) or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

~~ARTICLE 4: SHARED COMMAND STAFF AGREEMENT~~

~~Prior to the implementation of the Agreement between the Parties for the period July 4, 2015 through June 30, 3018, the City and the Association met and conferred over the impacts of the Cooperative Agreement Between the Cities of Brea and Fullerton for Sharing of Fire Department Command Staff (hereinafter referred to as, “Shared Command Staff Agreement”. The City and the Association agree that upon implementation of the aforementioned Agreement, the City had fully satisfied its obligation to bargain the impacts on the affected employees of the Shared Command Staff Agreement between the two cities.~~

~~Either party may reopen this Agreement in the event any additional city or agency is added to the Shared Command Staff Agreement.~~

~~The City and the Association acknowledge that the City of Fullerton and the City of Brea will continue discussions and analysis concerning the possible formation of a Joint Powers Authority. The City and the Association acknowledge and agree that a possible outcome of this effort is that a Joint Powers Authority, if formed, may become the employer of all current or future shared command staff members.~~

~~At termination of the Shared Command Staff Agreement, the incumbent Fire Chief (permanent or interim) shall have the opportunity to designate the appropriate command staff structure for the Fullerton Fire Department.~~

ARTICLE ~~5~~4: SEPARABILITY

If any part or provision of this Agreement is rendered or declared invalid by any subsequently enacted legislation or by any decree of any court of competent jurisdiction, the remaining portions shall continue in full force and effect.

ARTICLE ~~6~~5: CITY REVENUES

The ~~Association~~FFMA shall encourage its members to live and shop in Fullerton in an effort to increase the revenue available to the City.

ARTICLE ~~7~~ 6: SCHEDULE OF BASE SALARY RATES and
ALLOCATION OF CLASSES TO SALARY RANGES

- A. The Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges shall be as contained in Appendix A. Base salary rates shall be adjusted by across-the-board increases as follows:

Eight percent (8%) base salary increase effective the first full pay period after January 1, 2023.

Four percent (4%) base salary increase effective the first full pay period after July 1, 2023.

Four percent (4%) base salary increase effective the first full pay period after July 1, 2024.

Three percent (3%) base salary increase effective the first full pay period after July 1, 2025.

Three percent (3%) base salary increase effective the first full pay period after July 1, 2026.

- ~~B. Effective July 10, 2021: increase of 2.25%~~
~~C. Effective July 9, 2022: increase of 2.25%~~
~~D. Salary Increase Equity~~

~~In the event that the Fullerton Firefighters Association (FFA) receives a cumulative salary increase in excess of 4.5% over the two-year term of this Agreement, the City and FFMA agree that the same excess salary increase shall be applied to the FFMA as well. Such excess salary increase shall be applied either on the effective date of the FFA salary increase that exceeds the cumulative 4.5% salary increase or the first full pay period after the City approves the FFA agreement in which the FFA receives a salary increase that exceeds a cumulative 4.5% salary increase, whichever date is later. Any such excess salary increase shall not be retroactive for any period.~~

~~**Example 1:** If the FFA were to receive two salary increases of 2.5% each, the excess salary increase of 0.5% would only be applied at the time that the second increase of 2.5% were to take effect. No increase would be applied to FFMA if the excess salary increase for FFA were to be effective after June 30, 2023.~~

~~**Example 2:** If the FFA were to receive a one-time salary increase of 5%,~~

~~retroactive to July 1, 2021, the excess salary increase of 0.5% would be applied on the first full pay period after City Council approval of the FFA agreement. Such salary increase would be prospective only and would not be retroactive for FFMA.~~

~~For purposes of this provision, "salary" for FFA shall include those elements of compensation that are PERSable. The following constitutes the exhaustive list of those forms of compensation that shall be applicable to this provision:~~

- ~~1. Base Pay~~
- ~~2. Paramedic Pay~~
- ~~3. Education Pay~~
- ~~4. Career Enhancement/Longevity Pay~~
- ~~5. Bilingual Pay~~

B. Effective the first full pay period after January 1, 2023, the base salary ranges for the classifications of Division Chief and Deputy Chief shall be established as follows:

1. The base salary range for Division Chief shall be established at 7% above the base salary range for Fire Battalion Chief.
2. The base salary range for Deputy Chief shall be established at 14% above the base salary range for Fire Battalion Chief.
- 6-3. Upon entry into either the Division Chief or Deputy Chief classifications, an employee shall be placed at the same pay step as their pay step in the classification of Fire Battalion Chief at the time of appointment.

C. In addition to the increases in section (A), above:

1. Effective the first full pay period after January 1, 2023, the City shall add Step 7 to the current salary range for the rank of Fire Battalion Chief. Step 7 shall be set at five percent (5%) greater than Step 6. Personnel in the classification of Deputy Chief shall immediately move up to Step 7 and shall have their pay step anniversary in their current rank adjusted to January 1. All other personnel shall be eligible for step advancement in accordance with established personnel rules.
2. Effective the first pay period after July 1, 2023, the City shall add Step 8 to the current salary range for the rank of Fire Battalion Chief. Step 8 shall be set at five percent (5%) greater than Step 7. Personnel in the classification of Deputy Chief shall immediately move up to Step 8 and shall have their pay step anniversary in their current rank adjusted to July

1. All other personnel shall be eligible for step advancement in accordance with established personnel rules.

7.3. When an employee is promoted into a FFMA Suppression Fire Management classification, he/she shall be advanced to the lowest step in the appropriate salary range which provides not less than a 5% increase over his/her current salary rate, including Educational Incentive Pay, ~~Career Enhancement~~ Longevity Pay, Bilingual Pay, and Paramedic Pay, if any.

ARTICLE ~~8~~ 7: INCREMENT PAY

~~A.~~ Assignment Pay

- ~~1. An employee regularly assigned as Deputy Chief / Operations shall be assigned to pay range 740. The employee shall be placed at the same pay step within range 740 as he/she was assigned in range 700, 710 or 720 prior to the assignment as Deputy Chief.~~
- ~~2. An employee regularly assigned as Division Chief / Training or Division Chief / Support Services shall be assigned to pay range 720. Upon assignment, the employee shall be placed at the same pay step to which he/she was assigned in range 700 or 710.~~
- ~~3. The pay of an employee temporarily assigned as Division Chief or Deputy Chief assignment shall be governed by the City's rules on Acting Pay.~~
- ~~4. The City has the unilateral right to assign an employee to the position of Division Chief / Training, Division Chief / Support Services or Deputy Chief/Operations and to remove him/her from that position without cause or right of appeal.~~
- ~~5. During the term of the Shared Command Staff Agreement with the City of Brea, or any successor agreement thereto, the City has the unilateral right to leave any and all City of Fullerton positions and assignments covered by this Agreement vacant if utilizing comparable job classifications in the City of Brea.~~
- ~~6. In the event that the Shared Command Staff Agreement with the City of Brea is terminated, Article 8, Section A.5 shall be eliminated.~~

B.A. Bilingual Pay

1. An employee shall be eligible to receive \$50 biweekly if the following conditions are met:

- a. The employee is required, as part of his/her regular public contact duties, to speak and/or translate by reading/writing one or more languages other than English.
 - b. The employee must pass a language skills test approved or administered by the City.
2. Eligibility for Bilingual Pay is subject to re-determination at any time by the City. The City shall give four months' notice to each affected employee prior to giving a requalifying exam.

~~3. Article 8(B). Bilingual Pay was eliminated in its entirety effective March 29, 2014. However, in the event that the Shared Command Staff Agreement is terminated during the term of this Agreement, Article 8(B). Bilingual Pay shall be reinstated.~~

ARTICLE ~~9~~ 8: VEHICLE USE

Each Division Chief, Deputy Chief, and ~~above~~ Emergency Medical Services Manager shall have use of a City vehicle for City business.

ARTICLE ~~10~~ 9: CONSTANT STAFFING/EMERGENCY DUTY PAY

A. Constant Staffing Situations – Suppression Personnel Only

The City shall determine how overtime is assigned. If a Fire Battalion Chief, Division Chief, or a Deputy Chief is not available to work, then a Fire Captain who is qualified to work as acting Fire Battalion Chief may be assigned as an acting Fire Battalion Chief.

1. An employee on a 56-hour work week shall be paid at a rate of time and one half of his/her straight base hourly rate for any time worked in a suppression duty position in excess of his/her regular schedule.
2. An employee on a 40-hour work week shall be paid for all suppression duty time worked in excess of his/her normal 40-hour work week at a rate of time-and-one-half of the top step of range 720 56-hour work week rate, ~~effective July 10, 2021.~~

~~This change to the overtime rate for Article 10 shall be retroactive to July 10, 2021.~~

B. Emergency Situations

An employee who is called back or held over beyond his/her regularly scheduled shift for the purpose of an ongoing emergency operation shall be paid at one-and-one-half times his/her base salary rate.

C. Payment – Suppression Personnel Only

Each employee required to work in excess of his/her regular work schedule in a work period shall be paid at his/her straight time base salary rate for non-suppression work or the appropriate time-and-one-half rate for suppression duty work in accordance with Article ~~10~~ 9(A)(2) or receive compensatory time off at straight time for the excess hours.

D. Compensatory Time – Suppression Personnel Only

Should any employee exceed 96 hours of accrued compensatory time, he/she shall be paid for those excess hours at his/her straight base hourly rate. All compensatory time on the books at the end of each payroll year shall be paid off, unless used by the end of the following March in accordance with established City practice.

E. Affected employees shall have no claim to overtime pay pursuant to the Fair Labor Standards Act (FLSA) and related court decisions other than what is contained in this Article.

ARTICLE ~~11~~ 10: EDUCATION INCENTIVE PROGRAM

A. Objective

The education program is designed to encourage employees to continue their career development by enrolling in approved courses which will:

1. Educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job.
2. Help prepare them for advancement to positions of greater responsibility with the City of Fullerton.

To meet these objectives, the program consists of two components:

1. Tuition Reimbursement – Reimbursement of fees for tuition, registration, and texts for eligible coursework.
2. Education Incentive Pay – The Education Incentive Pay portion of this program was previously rolled into the base salary for the classifications in this unit.

B. General Guidelines – Tuition Reimbursement

1. The Director of Human Resources or his/her appointed representative shall:
 - a. Review written applications submitted by employees through the Fire Chief.
 - b. Grant approval by either certifying the acceptability of majors, courses and expenditures, or suggesting those courses which will qualify the employee for education incentive pay/tuition reimbursement.
 - c. Consult with the Fire Chief and school authorities on the development and establishment of criteria and standards to determine the acceptability of majors, courses and expenditures that will qualify the employee for tuition reimbursement.
 - d. Render a decision on an application for tuition reimbursement or education incentive pay within 60 days from the date of receipt by Human Resources.
2. If approval is denied, the employee may submit a written appeal within 30 days to a three-member education review committee appointed by the City Manager. The decision of the Committee shall be final.

C. Eligibility

1. All affected employees are eligible to receive tuition reimbursement. Courses must: commence after the employee's appointment to the City; be in excess of the educational standards for the classification (as noted in the class specification); and are not taken to acquire skills, knowledge and abilities which the employee was deemed to have when appointed to the classification. An example of this would be junior- or senior-level college or university courses when the specification for the classification calls for high school graduation.
2. Courses must meet one of the following requirements: 1) be approved by one of the regional accreditation associations recognized by the Council for Higher Education Accreditation; 2) training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California ~~State Fire Service Education and~~ Training System, and/or the U.S. Fire Administration; or 3) training courses or seminars approved by the ~~Department Head~~ Fire Chief. Credits for non-classroom assignments, such as life experience, military training, and professional training are not eligible for tuition reimbursement. These courses will be considered

eligible for education incentive pay when receiving compensation for an approved completed degree.

3. A course must be: 1) related to the employee's current classification; 2) related to a City classification to which the employee may be eligible for promotion within five years of completion of his/her educational objective; or 3) required for the completion of a pre-approved job-related major. An example of the third requirement would be general education or elective requirements for the major as stated in the school catalog.
4. Courses shall not duplicate training which the employee has already had or which is to be provided in-house unless special approval has been granted by the Fire Chief and the Human Resources Department.
5. Courses cannot be taken on City time. The employee must certify that all courses submitted for approval were taken on the employee's off-duty time.
6. To certify eligibility, a fully completed pre-approval form shall be submitted to the Fire Chief and to Human Resources before the course begins.

D. Reimbursement

1. A tuition reimbursement request form must be submitted within three months of completion of the approved course. A minimum final grade of "C" or its equivalent is required for reimbursement. A pass in a pass/fail course will be considered equivalent to a "C" for reimbursement purposes only. No reimbursement shall be made for audited or incomplete courses.
2. Employees shall be reimbursed for tuition and any fees and reading materials required by the academic institution for the eligible course(s). Expenses for parking, travel, lodging, meals, transcript fees, materials and any other costs are not reimbursable.
3. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University, Fullerton, with a maximum reimbursement of \$2,500 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum obligation during any fiscal year and the total amount of actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.
4. Employees must submit a bona fide certification of major, fees paid and grade achieved from the attendant institution in order to have their request for reimbursement considered. These documents must accompany the reimbursement request form.

5. Upon separation from employment, employees shall reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who receive a service or disability retirement and qualify as a retiree (as defined in Article ~~17~~ 16(A), who are laid off by the City or who separate as a result of a City/departmental reorganization.

ARTICLE ~~12~~ 11: UNIFORM ALLOWANCE

Each employee shall receive \$27.70 per pay period for the purchase, maintenance, and cleaning of uniforms and equipment.

Should the Fullerton Firefighters' Association (FFA) contractually agree to an increase in the amount of uniform allowance during the term of this Agreement, the FFMA shall receive an equivalent percentage increase to the uniform allowance provided in this Article. Any increase to uniform allowance under this provision shall be effective either the first pay period in which the FFA receives the increase in uniform allowance or the first pay period after City Council approval of the FFA agreement, whichever date is later. There shall be no retroactivity paid under this provision regardless of the effective date of any increase in uniform allowance for the FFA.

ARTICLE ~~13~~ 12: SURVEYS

In determining what is adequate compensation, the parties shall use as a guideline the compensation provided to comparable employees of the following cities: Anaheim, Brea, Costa Mesa, Fountain Valley, ~~Garden Grove~~, Huntington Beach, Laguna Beach, Newport Beach, and Orange, ~~and Santa Ana~~.

ARTICLE ~~14~~ 13: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

A. Benefits

For unit employees hired as fire safety member on or before December 22, 2012, the City's contract with CalPERS for fire safety employees shall include the following options:

1. 3% at 50- benefit formula (Ca. Gov. Code §21362.2).
2. One-Year Highest Compensation (Ca. Gov. Code §20042).
3. Post-Retirement Survivor Allowance (Ca. Gov. Code §21624 and §21626).

4. Fourth Level of 1959 Survivor Benefits (Ca. Gov. Code §21574).
5. Military Service Credit (Ca. Gov. Code §21024), in which the employee pays the entire cost.
6. Pre-Retirement Optional Settlement 2 Death Benefit (Ca. Gov. Code §21548).

For unit employees hired as a fire safety member after December 22, 2012 who do not meet the definition of “New Member” under the Public Employee Pension Reform Act of 2013 (hereinafter referred to as “PEPRA”), the City's contract with CalPERS shall include the following options:

1. 3% at 55 benefit formula (Cal. Gov. Code §21363.1).
2. Final Compensation shall be based upon the average of the highest paid 36 consecutive months.
3. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
4. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21573).
5. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
6. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).

B. Employer-Paid Member Contributions (EPMC)

1. The City shall pay the CalPERS normal member contribution (as defined in §20677 et seq. of the California Government Code, and hereinafter referred to as “~~employer-paid member contribution~~ EPMC”) into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code. Employees hired on or after January 1, 2013 who meet the definition of “New Member” under PEPRA do not qualify for this benefit. Effective December 28, 2019, the City's resolution regarding payment of the ~~employer-paid member contribution~~ EPMC ~~shall be~~ was amended to reduce the City's payment from the full 9% normal member contribution to 7%. Thereafter, employees shall be required to pay the portion of the normal member contribution calculated on 2% of total compensation earnable.

(a) Effective the first full pay period after July 1, 2026, the City contribution toward EPMC shall be decreased by an additional 4% (for a total of 6%), with 6% of the normal member contribution paid by the employee.

2. The ~~employer-paid member contribution~~-EPMC paid by the City shall not be considered as base salary, and is not taxable income, pursuant to §414(H)(2) of the Internal Revenue Code. However, should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees and shall in no way alter any obligation of the City toward such employees.
3. The City shall pay the 1959 Survivor Benefits premium for affected employees.

C. Cost Sharing

Employees under the 3% @ 50 benefit formula shall contribute 9.557% of their compensation earnable (as defined in Government Code §20636) and employees under the 3%@55 benefit formula shall contribute 9.0% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate. The employee contribution toward the employer rate shall be made through a combination of a portion paid pursuant to Government Code Section §20516(a) as specified in the contract between the City and CalPERS, and the balance being made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the employee contribution toward the employer rate is not allowable as agreed, the ~~employer-paid member contributions~~-EPMC shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change.

It is further provided that should legislation be enacted that requires employees pay any portion of the required member contribution, then the City shall take whatever action is necessary to reduce the amount of the employee pick-up of the employer contribution by the amount of the required payment by the employee of the member contribution.

Effective the first full pay period after July 1, 2026, the employee cost sharing contribution shall be decreased by 4%. Concurrently, the City contribution toward EPMC shall be decreased by 4% as set forth in Section B(1)(a) above, with 6% of the normal member contribution paid by the employee.

ARTICLE 13.1: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) – NON-SWORN EMPLOYEES

A. The City's contract with CalPERS for non-sworn unit employees shall include the following options:

1. One-Year Highest Compensation (Cal. Gov. Code §20042) for employees hired by the City on or before December 22, 2012.
2. Employees hired on or after December 23, 2012, who are not "new members" as defined under PEPRA, will have their final compensation calculated based on the provisions of California Government Code §20037. Final compensation shall be calculated based on the average of the highest three consecutive years.
3. Employees hired on or after January 1, 2013 who are "new members" as defined under PEPRA will have their final compensation calculated based on the provisions of California Government Code §7522.32 (highest average pensionable compensation for 36 consecutive months.) Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).
4. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code § 21574).
5. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
6. 2% @ 55 – Full Formula (Cal. Gov. Code §21354) for employees who are not "new members" as defined by PEPRA.
7. 2% at 62 formula (Cal. Gov. Code §7522.20) for employees who are "new members" as defined by PEPRA.
8. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
9. Credit for Unused Sick Leave (Cal. Gov. Code §20965). An employee who is not eligible for benefits under Article 26(F) Payment for Unused Sick Leave upon Separation shall receive additional service credit for his/her unused sick leave upon retirement from the City, converted per the terms of the CalPERS contract.

B. Employer-Paid Member Contributions (EPMC) – Employees Who Are Not "New Members"

For employees who are not "new members" as defined by PEPRA, the City shall pay the CalPERS normal member contribution [as defined in §20677(a)(2) of the California Government Code] into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to

CalPERS, pursuant to §20636(c)(4) of the California Government Code.

This EPMC shall not be considered base salary, and is not taxable income, pursuant to §414(h)(2) of the Internal Revenue Code. However, should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees and shall in no way alter any obligation of the City toward such employees. “New members” as defined by PEPRAs are not eligible for this benefit.

(a) Effective the first full pay period after July 1, 2026, the City contribution toward EPMC shall be decreased by 4%, with 4% of the normal member contribution paid by the employee.

Employee Cost-Sharing of Employer Contribution Rate – Employees Who Are Not “New Members”

Effective December 10, 2011, employees who are not “new members” as defined by PEPRAs shall contribute 7% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate (“cost-sharing”). Effective December 23, 2012, the City amended its contract with CalPERS to implement the provisions of California Government Code 20516(a) to provide that a portion of the 7% contribution shall be made pursuant to Government Code Section §20516(a), with the balance of the 7% contribution made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the 7% employee contribution toward the employer rate is not allowable as agreed, the EPMC shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change.

It is further provided that should legislation be enacted that requires employees pay any portion of the required member contribution, then the City shall take whatever action is necessary to reduce the amount of the employee pick-up of the employer contribution by the amount of the required payment by the employee of the member contribution.

Effective the first full pay period after July 1, 2026, the employee cost sharing contribution shall be decreased by 4%. Concurrently, the City contribution toward EPMC shall be decreased by 4% as set forth in Section B(a) above, with 4% of the normal member contribution paid by the employee.

C. The City shall pay the 1959 Survivor Benefits premium for affected employees.

ARTICLE ~~15~~ 14: SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE ~~16~~ 15: MEDICARE

Employees hired by the City on or after April 1, 1986 shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick up" any such contribution.

ARTICLE ~~17~~ 16: HEALTH INSURANCE

A. Contributions

1. According to the provisions of this Agreement and to the extent required by law, the Health Benefit Plan available under the Public Employees Medical and Hospital Care Act (PEMHCA) as set forth in §22751 of the California Government Code is made available to all eligible employees, retirees, and their eligible dependents. The PEMHCA medical insurance benefit program shall be the sole program available for employees, retirees, and their surviving annuitants.
2. City and ~~Association~~ FFMA agree that the costs of the PEMHCA medical plans shall be shared by the City and ~~Association~~ FFMA employees and retirees in the same manner determined by the provisions of Articles 29 and 30 of the Agreement between the City ~~of Fullerton~~ and the ~~Fullerton Fire Association~~ FFA for the period ~~July 1, 2017~~ January 7, 2023 through June 30, ~~2021~~ 2027 or any successor thereto. ~~except that for the 2020 calendar year only, employee and retiree contributions shall be set at the same contribution level as in the 2019 calendar year.~~
3. A "retiree" as used in this Article shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from City of Fullerton employment.
4. A retiree desiring to have health insurance coverage for himself/herself or for dependents shall remit to the City a check for the amount of the premium less the City contribution no later than the 15th of the month preceding the effective month of coverage.

B. Opt Out

1. An employee may "opt out" of the City's medical plan under these

conditions:

- a. The employee must sign a document stating his/her desire to waive medical insurance.
 - b. The employee must provide proof of other coverage which shall be confirmed by the City each year prior to open enrollment.
 - c. The employee may only re-enroll during 1) annual open enrollment, or 2) upon loss of coverage in accordance with the underwriting guidelines for each of the City's health plans.
2. The employee will then receive a cash payment equal to 50% of the City's reduced cost. The maximum benefit shall be \$50 per pay period.

ARTICLE ~~18~~ 17: FLEXIBLE SPENDING ACCOUNT

The City's Flexible Spending Account, ~~known as Reimbursement Account Program or "RAP"~~ shall be made available to affected employees.

Pursuant to said program, an employee may request that eligible expenses be paid or reimbursed by the City out of his/her account, with the employee's base salary being reduced by the amount of any such payments or reimbursements.

Each employee with a payroll deduction for medical and dental insurance premiums shall have his/her salary reduced by the amount of those deductions, on a before-tax basis.

ARTICLE ~~19~~ 18: LONG-TERM DISABILITY INSURANCE

- A. The City shall pay 100% of the premium for a City-owned Long-Term Disability insurance policy affording coverage to each active employee.
- B. The policy shall have an elimination period of 55 calendar days of continuous disability. Anytime after the expiration of the elimination period, the employee may apply for Long-Term Disability insurance or may continue to use accrued leave pursuant to the City's policy thereon.
- C. The maximum benefit shall be no less than 60% of the eligible employee's pre-disability earnings as defined in the policy document, or \$6,000 per month, whichever is less. This maximum benefit shall be calculated in accordance with policy definitions.
- D. The 55-day elimination period shall be satisfied by use of paid leave benefits to the

extent available, provided that sick leave benefits shall be exhausted before other paid leave benefits may be used (unless otherwise governed by Article ~~27~~ 26).

ARTICLE ~~20~~ 19: GROUP LIFE INSURANCE

The City shall provide group term life insurance equal to annual base salary for all affected employees. Each employee may purchase additional City group term life insurance.

ARTICLE ~~21~~ 20: GROUP DENTAL INSURANCE

The City shall pay up to an amount equal to the family premium rate for the prepaid dental plan for employee and dependent coverage under any group dental insurance plan administered or approved by the City.

A retiree (as defined in Article ~~17~~ 16), and his/her eligible dependents, may subscribe to a City dental plan by paying the full premium for the coverage chosen. A retiree desiring to have dental insurance coverage for him/herself or for dependents shall remit to the City a check for the amount of the premium no later than the 15th of the month preceding the effective month of coverage.

ARTICLE ~~22~~ 21: VISION INSURANCE

The City shall provide vision care insurance for employees and eligible dependents enrolled in PEMHCA medical plans that do not include vision coverage and pay an amount up to the family-only premium. The plan shall have an annual deductible of \$10 per person.

ARTICLE ~~23~~ 22: SELF-INSURANCE/OTHER

The City shall have the right to provide all or any portion of the benefits presently available under any existing health, long-term disability, dental, or vision plan through a self-insurance program, or, in the case of vision insurance, via a contract with a direct provider; however, the election of such option shall not cause affected employees to suffer any loss of benefits or coverage.

A medical advisory committee, to include representatives of the four major employee organizations, has been established. The Committee shall meet with City representatives at least four times per year. This Committee's functions shall include analysis of plan coverage and cost containment opportunities, the review of alternative approaches to medical insurance, and communications to and from employees for the purpose of providing reasonably priced medical care. Committee recommendations shall be developed with a view toward including them in this Agreement.

ARTICLE ~~24~~ 23: CONSOLIDATED OMNIBUS BUDGET
RECONCILIATION ACT OF 1985 (COBRA)

Employees not entitled to benefits under Article 16 who are allowed to remain on a City health or dental insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) may be charged the maximum rate permissible by law for such coverage.

ARTICLE ~~25~~ 24: HOLIDAYS

A. An employee on a suppression shift schedule shall receive the following paid holidays of 11.2 hours each at the straight time rate in addition to his/her regular pay:

1. January 1, New Years Day
2. The third Monday in February, Presidents' Day
3. The last Monday in May, Memorial Day
4. July 4, Independence Day
5. The first Monday in September, Labor Day
6. November 11, Veteran's Day
7. Thanksgiving Day
8. The Friday following Thanksgiving Day
9. December 24, Christmas Eve (if a Saturday or Sunday, the following Tuesday shall be observed)
10. December 25, Christmas Day
11. December 31, New Year's Eve

Employees on any other schedule shall have the same holiday schedule and be governed by the same rules which apply to classifications represented by the City's non-sworn management employee bargaining unit.

B. No other day shall be such a holiday unless it is a nonrecurring holiday designated specifically by the President of the United States and/or the Governor of California and approved by the City Council.

C. There shall be no holiday pay following an unplanned absence (e.g., sick leave) of ten consecutive shifts or more. If an employee returns to active duty following such an absence, the "lost" holiday pay shall be paid to the employee. This ~~paragraph~~ section shall not apply to industrial injury leaves.

D. As an alternative to the current method of receiving holiday pay as the holidays

occur, an employee who works without regard to holidays (i.e., suppression) may elect, at the beginning of each payroll year, to defer receipt of holiday pay until the end of that payroll year. Each employee who defers cash payment for holidays will be paid for the holidays on the final payday of each payroll year.

ARTICLE ~~26~~ 25: VACATION

A. Except as provided in D below, affected employees shall accrue vacation credit with pay in accordance with the following table. For purposes of this section only, "Amount of Current Service" for employees hired by the City on or after February 1, 2015 to serve as Fire Captain or in any classification in this unit shall be calculated on the basis of total sworn fire service within the State of California:

1. For 24-hour shift employees:

Amount of Current Service	Number of Hours	
	Annually	Biweekly
≤ 5 Years	144	5.54
< 10 Years	192	7.39
≥ 10 Years	204	7.85
≥ 11 Years	216	8.31
≥ 12 Years	228	8.77
≥ 13 Years	240	9.23
≥ 14 Years	252	9.69
≥ 20 Years	264	10.15

2. For other than 24-hour shift employees:

Amount of Current Service	Number of Hours	
	Annually	Biweekly
≤ 5 Years	104	4.00
< 10 Years	120	4.62
≥ 10 Years	128	4.93
≥ 11 Years	136	5.24
≥ 12 Years	144	5.54
≥ 13 Years	152	5.85
≥ 14 Years	160	6.16
≥ 20 Years	168	6.46
≥ 25 Years	176	6.77

B. Vacation credit shall accrue each pay period in which the employee has worked or used paid leave except sick leave for at least one full regular work shift. An

employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive vacation credit for that pay period.

C. Usage

1. First Vacation. A new employee's first vacation may not be taken until he/she has successfully completed his/her initial probation period with the City.
2. Department Head Approval. No vacation absence with pay may be taken without approval by the Fire Chief or designee. The Fire Chief shall schedule and approve vacation for his/her employees as requested or at such other time as will achieve the most efficient functioning of the department and to avoid any loss of vacation by reason of the accumulation limit provided herein.

D. Accumulation Limit

An employee may accumulate vacation credits up to twice his/her annual allowance. Vacation does not accrue beyond that point, with the following exception:

When any written request by an employee to take a vacation is refused or not acted upon by the Fire Chief and the employee is not allowed other vacation time off to prevent a loss of vacation credits, the employee shall then be paid at the straight time salary rate then in effect not only for the time worked, but also for the vacation time that would have been credited to him/her for so working were it not for said accumulation limit. This payment shall continue until such time as the employee is permitted to take a vacation.

E. Annual Conversion

At the end of each payroll year, a 24-hour shift employee may convert up to 96 hours of unused vacation time into cash, payable at the base salary rate in effect at the time of conversion. Other employees may convert up to 40 hours. Such conversions shall be made concurrently with the optional conversion of sick leave program.

F. Separation From Employment

An employee who separates from employment by resignation, layoff or otherwise, shall be paid for the balance of his/her accumulated vacation credits at the base salary rate in effect on the date of separation. In the case of the employee's death, the balance shall be paid to the employee's designee or, if no designee, to the employee's estate.

ARTICLE ~~27~~ 26: SICK LEAVE

- A. Each regular full-time employee shall earn and accumulate sick leave in accordance with the following table:

Regular Work Week	Regular Working Day Equivalent	Biweekly Accrual Rate
56 hours	12.0 hours	5.17 hours
40 hours	8.0 hours	3.69 hours

For sick leave credits to accrue during a pay period, the employee must have worked at least one full regular shift that pay period. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive sick leave credit for that pay period.

- B. Sick Leave Usage

An employee shall be allowed to use his/her accumulated sick leave as follows:

1. Absences relating to the health of the employee:
 - a. Personal illness or physical incapacity which does not result from a service-connected illness or injury.
 - b. Medical or dental appointments;
 - c. Forced quarantine in accordance with community health regulations;
2. Absences relating to the health of the employee's family:
 - a. Health conditions of or medical or dental appointments for the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, and others as required by law in a total amount not to exceed 48 hours in a payroll year for 40-hour ~~per week~~ employees and 67.2 hours for 56-hour employees.
 - b. The care of an employee's newborn child/children or the placement with an employee of a son or daughter for adoption or foster care, within the first 12 months after birth or placement. Employees may use up to 96 hours for 40-hour ~~per week~~ employees and up to 134.4 hours for 56-hour ~~per week~~ employees.

- c. The serious health condition of a family member which qualifies under the Family and Medical Leave Act (FMLA). Employees may use up to 480 hours of accrued sick leave for 40-hour ~~per-week~~ employees and for up to 672 hours of accrued sick leave for 56-hour ~~per-week~~ employees, provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for leave under the ~~Family and Medical Leave Act~~ FMLA.

In no event shall the total time taken pursuant to 2(a), 2(b) and 2(c) exceed 480 hours for 40-hour per week employees and up to 672 hours for 56-hour ~~per-week~~ employees in any 12-month period. This maximum limit of 480 hours or 672 hours shall be reduced by any time taken pursuant to the employee's own ~~Family and Medical Leave Act~~ FMLA qualifying condition(s) within such rolling 12-month period except as otherwise required by law.

C. Approval of Sick Leave

1. Sick leave may be taken only when an employee has sick leave credits. The first sick leave with pay may not be taken until three days' sick leave have been credited. No payment for sick leave shall be made without the approval of the Fire Chief.
2. Prior to resuming work after taking more than two consecutive 24-hour shifts of sick leave, a suppression employee shall submit a physician's written certification of the medical necessity for his/her absence from work and a written release stating that he/she is able to perform his/her normal or modified job duties. Non-suppression employees (i.e., those on a 40-hour workweek) shall submit this release after taking three or more consecutive shifts of sick leave. For example, an employee absent on Monday, Tuesday and Wednesday must provide this release before resuming work on Thursday.

If the absence of three or more consecutive shifts is for family illness (see B2 above) the employee shall submit appropriate certification from the family member's attending physician. The physician's certification shall verify that the family member had an illness, injury, or medical procedure during the period of time for which paid leave is requested. However, the certification shall not be required to include a diagnosis or description of injury or treatment.

D. Bereavement Leave

The death of a member of the employee's immediate family shall entitle the affected employee to be absent for three consecutive shifts, and such absence shall not be charged to sick leave. Employees may also use two days of their

accumulated sick leave per incident for bereavement purposes, and the City Manager may authorize up to an additional five consecutive shifts of sick leave usage for bereavement purposes when appropriate.

The definition of "immediate family" for the purpose of bereavement leave shall include the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, legal guardian and others as required by law.

E. Annual Optional Conversion of Sick Leave

1. A person who has been regularly employed by the City for the full preceding calendar year and has at least 24 (48 hours for suppression employees) hours of unused sick leave remaining from the preceding payroll year, may convert a fixed percentage of the unused portion of those sick leave credits to either of the following:
 - a. Up to 50% to vacation credits; or
 - b. Up to 50% to cash, to be paid at the employee's base salary rate.
2. An eligible employee who does not use sick leave during the preceding payroll year may convert up to 60% to cash, to be paid at the employee's base salary rate.

F. Payment for Unused Sick Leave Upon Separation

Except as provided in this ~~paragraph~~ section, no payment shall be granted to an employee for accrued sick leave at the time of separation.

Employees ~~regularly appointed to any City classification on or before June 30, 1984 and employed continuously thereafter, and those appointed after that date~~ who are killed in the line of duty and qualify under the federal Public Safety Officers' Benefits Act of 1976 ("eligible employees," for purposes of this subparagraph subsection only), and no others are entitled to payment for unused sick leave upon separation as described below. ~~This program is and shall continue to be a vested benefit for Fire Management employees regularly appointed to any City classification on or before June 30, 1984.~~

1. ~~If an eligible employee dies or retires,~~ 50% of the unused sick leave credits accumulated will be paid to the employee or, in the case of the employee's death, to the employee's designee or, if no designee, to the employee's estate.
2. ~~An eligible employee who separates after ten years of continuous service for any reason other than death or retirement, shall be compensated for 50% of all accumulated sick leave credits in excess of 960 hours for those~~

~~on a 40-hour work week, or 1,344 hours for those on a 56-hour work week.~~

~~3.2.~~ For purposes of this ~~paragraph F~~ section, payment shall be at the base salary rate ~~plus any Division Chief/Operations assignment pay, if any.~~

ARTICLE ~~28~~ 27: CONVERSION OF LEAVE BALANCES

When an employee is reassigned from a 56-hour position to a 40-hour position, the employee's leave balances shall be reduced to a 40-hour work week equivalent. Similarly, when an employee is reassigned from a 40-hour position to a 56-hour position, the employee's leave balances shall be increased to a 56-hour work week equivalent.

A. Vacation and Sick Leave Hours

Accrued Vacation and Sick Leave hours shall be converted as follows:

1. From 56-hour schedule to 40-hour schedule

Paid leave accrued but not taken shall be reduced by multiplying leave balances at the time of the schedule change by the ratio of 40/56 (.7143), rounded to the next highest whole hour.

2. From 40-hour schedule to 56-hour schedule

Paid leave accrued but not taken shall be increased by multiplying leave balances at the time of the schedule change by the ratio of 56/40 (1.4), rounded to the next highest whole hour.

B. Holiday Hours

If an employee on a 56-hour schedule has elected to accrue Holiday hours in accordance with Article 24(D), or is promoting from the FFA and has elected to accrue Holiday hours in accordance with Article 36(D) of the FFA MOA, the employee shall be cashed-out for all Holiday hours owed at his/her 56-hour hourly rate, and then begin receiving paid Holidays as a 40-hour employee. Holiday cash-out for an employee going from a 56-hour schedule to a 40-hour schedule shall be calculated as follows:

Number of Holidays that have occurred in the payroll year multiplied by 11.2 = total number of Holiday hours due to the employee, less any Holiday hours used by the employee during the payroll year.

If an employee has accrued and cashed-out any Holiday hours that would be considered advance payment, the employee shall pay the advanced hours via payroll deduction in future earnings. An employee may spread out these

deductions over the same number of pay periods that have elapsed during the current payroll year.

C. Management Leave hours shall be converted in accordance with Article 28

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ARTICLE ~~29~~ 28: MANAGEMENT LEAVE

A. Each employee shall be eligible for up to ~~24 hours~~ (27 hours ~~for employees on a synchronized 9/80 schedule~~) of management leave each fiscal year, except that those who are on a 56-hour work week shall be eligible for up to 36 hours each fiscal year. Additional time may be granted at the discretion of the Fire Chief.

B. Management leave shall not accrue past the ~~24~~ 27 or 36 hour maximum. Unused management leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.

C. Accrued Management Leave hours shall be converted as follows:

1. From 56-hour schedule to 40-hour schedule

Management Leave accrued but not taken shall be reduced by multiplying the leave balance at the time of the schedule change by the ratio of 27/36 (.75), rounded to the next highest whole hour.

2. From 40-hour schedule to 56-hour schedule

Management Leave accrued but not taken shall be increased by multiplying the leave balance at the time of the schedule change by the ratio of 36/27 (1.333), rounded to the next highest whole hour.

~~B.D.~~ An employee who separates prior to the end of a fiscal year shall have deducted from the final paycheck or vacation balance any ~~m~~Management ~~l~~Leave that would be considered advance payment.

ARTICLE ~~30~~ 29: WORKERS' COMPENSATION PROGRAM

Fire safety employees shall have all of the benefits conferred upon them by the laws of the State of California with respect to job-incurred illness or injury.

The anniversary date of any employee who is absent from work as a result of an illness or an injury, either of which were induced by or arose from the performance of duties in the course of his/her employment, shall not be affected as long as the employee is receiving an amount equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as though he/she were not absent.

ARTICLE 29.1: WORKERS' COMPENSATION PROGRAM –
NON-SWORN EMPLOYEES

A. Supplemental Pay

1. An employee absent due to illness or injury resulting from his/her City employment, for which the employee is eligible to receive temporary total disability payments under California Workers' Compensation laws, shall be paid his/her full salary only for the first 1,040 cumulative hours of absence related to the illness or injury, including absences for medical or therapy. This salary payment period shall not extend beyond the date temporary total disability payments are terminated. Persons employed on a 3/4-time basis shall receive a cumulative total of 780 hours, and persons employed on a half-time basis shall receive a cumulative total of 520 hours.
2. A full-time employee who suffers a temporary disability as a result of what is interpreted under state Workers' Compensation laws as a separate illness or injury, regardless of whether the illness or injury is to the same or a different part of the body, shall be entitled to an additional 1,040 hours cumulative time of supplemental pay (pro rata time if a part-time employee) for each such separate illness or injury.
3. Once the employee has exhausted all of the benefits described in subsections 1 and 2 above, the employee shall be entitled, at his/her request, to use any accumulated sick leave credits to pay the difference between his/her full salary and any amounts paid him/her under said Workers' Compensation laws until his/her accumulated sick leave credits are exhausted.

- B. The anniversary date of any employee who is absent from work as a result of an illness or injury resulting from the performance of duties in the course of his/her employment, shall not be thereby affected as long as he/she is receiving an amount equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as through he/she were not absent.

ARTICLE-~~34~~ 30: JURY DUTY

When an employee is duly summoned to jury duty, he/she shall receive her/his regular pay for any regularly scheduled working hours spent in actual performance of such service. If the employee receives \$50 or more for such service, the employee shall remit to the City all fees and allowances payable for such service, less reimbursements from

the court for meals, travel or lodging.

Employees who have the option to request call-in juror status shall exercise that option.

ARTICLE ~~32~~ 31: PAYROLL SYSTEM

- A. The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 A.M. every other Saturday, and end at midnight on the second Friday (i.e., 14 days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception to this is when that Friday is a City holiday, the payday shall fall on the preceding business day.
- B. Each affected employee shall participate in the City's direct deposit payroll program.
- C. The payroll year begins on the first day of the biweekly pay period that is paid in a new calendar year, and ends on the last day of the pay period that is paid within the same calendar year.
- D. Federal Labor Standards Act (FLSA) work weeks will be determined for employees based upon their work schedules.

ARTICLE ~~33~~ 32: SUBSTANCE ABUSE

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, the ~~Association~~ FFMA, affected employees and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Illegal substance" refers to any substance considered illegal under California State Law or Federal Law. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- C. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the ~~Association~~ FFMA agree that every effort shall be made by the City and the ~~Association~~ FFMA to refer employees who have such problems to this counseling service for assistance.

D. The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense.

~~E. The Association will participate in a program of random testing for substance abuse and strongly encourages all employee units to do the same.~~

ARTICLE ~~34~~ 33: USE OF TOBACCO

Affected employees shall not use tobacco products in any form ~~at any time, either on or off duty~~ inside or on City buildings, structures, facilities, vehicles, or in plain view of the public at any time.

ARTICLE ~~35~~ 34: GRIEVANCE PROCEDURE

The grievance procedure contained in the Agreement between the City and the ~~Fullerton Firefighters' Association~~ FFA shall apply to affected employees.

ARTICLE ~~36~~ 35: ORANGE COUNTY FIRE AUTHORITY

Should the City make the decision to contract with the Orange County Fire Authority, the City and the ~~Association~~ FFMA agree to meet and confer in good faith over any negotiable impacts of the City's decision.

DATED: May 17, 2023

FOR THE FULLERTON FIRE
MANAGEMENT ASSOCIATION

FOR THE CITY OF FULLERTON

Jon Fugitt
Deputy Chief – Administration/
Fire Marshal

Eddie Manfro
Director of Human Resources

Michael Meacham

Ellis Chang

Deputy Chief – Operations

Director of Administrative Services