

RESOLUTION 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE FULLERTON POLICE OFFICERS' ASSOCIATION – POLICE SAFETY UNIT

THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES that the Side Letter Agreement between the City and the Fullerton Police Officers' Association – Police Safety Unit, dated September XX, 2019 and attached hereto, is approved.

ADOPTED BY THE FULLERTON CITY COUNCIL on October 1, 2019.

Jesus J. Silva, Mayor

ATTEST:

Lucinda Williams, City Clerk

Date

SIDE LETTER OF AGREEMENT

City of Fullerton

and

Fullerton Police Officers' Association ("Police Safety Unit")

This Side Letter of Agreement ("Agreement") is entered by and between the City of Fullerton ("City") and the Fullerton Police Officers' Association ("FPOA") with respect to the following:

WHEREAS, FPOA and the City have entered into a Memorandum of Understanding ("MOU") between them that is in effect from July 1, 2015 to June 30, 2021 (or 2022 if extended by FPOA pursuant to a provision of the MOU), and governs generally the wages, hours and other terms and conditions of employment of the classifications represented by the Police Safety Bargaining Unit ("FPOA-PSU"); and

WHEREAS, following informal discussions, the City and FPOA-PSU have reached an agreement on amending certain provisions of the MOU to address recruitment and retention issues; and

WHEREAS, the City has elected to exercise its discretion to "unfund" ten vacant Police Corporal positions and to "reclassify" six vacant Police Corporal positions as Police Officer positions;

WHEREAS, the City reserves the right to determine whether to leave any or all of the 10 vacant Police Corporal positions "unfunded" or to reinstate funding for all or a portion of the positions at some undetermined time in the future at its sole discretion;

NOW THEREFORE, the City and FPOA agree to amend their MOU for the FPOA-PSU as follows:

1. Effective October 19, 2019:
 - a. The City shall implement a two and one-half percent (2.5%) across the board base salary increase for each classification represented by the FPOA-PSU.
 - b. In addition to, and after implementation of, the increase provided for in paragraph 1(a), above, the City shall extend the salary ranges for the Police Officer, Police Corporal and Police Sergeant classifications by adding one additional pay step (i.e., Step 7) to the top of each respective salary range that is five percent (5%) above the existing Step 6 (following the 2.5% salary increase set forth in paragraph 1(a)).
 - c. Each unit employee in the Police Officer, Police Corporal and Police Sergeant classifications that has been at Step 6 for one year or more, shall immediately progress to the new Step 7. Other employees shall be eligible to progress to Step 7 upon completion of one year at Step 6.

- d. Any Police Sergeant at Step 4 or above of the Police Sergeant salary range for less than one year, shall advance one step in the Police Sergeant range and shall have their anniversary date for eligibility for future step progression adjusted to a date twelve months after the effective date of the advancement.
2. Effective the later of either the pay period beginning October 19, 2019 or the pay period beginning two complete weeks following the date that the FPOA provides to the City with (1) evidence of the FPOA joining the PORAC Retiree Medical Trust and (2) all necessary information required to implement payments to the PORAC Retiree Medical Trust on behalf of the FPOA members:
- a. The City shall make bimonthly contributions in the amounts specified herein to the PORAC Retiree Medical Trust on behalf of each eligible employee.
 - b. Eligible employees shall be those FPOA-PSU members who are on the City payroll at the scheduled time of each contribution. At such time an employee separates from the City, goes on unpaid leave, or ceases to be a member of the FPOA-PSU, the City will no longer have the obligation to make this contribution unless required to do so by law.
 - c. The City contributions shall be in the amount of \$50.00 per pay period for each of the first two pay periods paid in each month of the year. For any month including a third pay period payment, no contributions are required or shall be made.
 - d. The FPOA shall pay any and all associated expenses beyond the City contributions agreed to herein that are required for or incurred due to the FPOA's participation in the PORAC Retiree Medical Trust.
 - e. The FPOA acknowledges and agrees that the City's agreement to make contributions to the PORAC Retiree Medical Trust does not constitute a guarantee of the PORAC Retiree Medical Trust and that the City's sole obligation under this provision shall be to make the bimonthly payments.
 - f. The FPOA agrees that it will indemnify and hold harmless the City, its elected and appointed officers, assigns, agents, and employees from and against any claims, lawsuits, penalties, interest, taxes or liability of any kind whatsoever, which may result from the FPOA's participation in the PORAC Retiree Medical Trust.
 - g. Substitution of an alternate similar trust for the PORAC Retiree Medical Trust shall require prior City approval.
3. Effective July 11, 2020:
- a. The City shall extend the salary ranges for the Police Officer, Police Corporal and Police Sergeant classifications by adding one additional pay step (i.e., Step 8) to the top of each respective salary range that is two and one-half percent (2.5%) above the existing top step (Step 7) at that time.
 - b. Each unit employee in the Police Officer, Police Corporal and Police Sergeant classifications that has worked 24 or more months' time combined in Step 6 and

Step 7 in their respective classification, shall immediately progress to the new Step 8. Other employees shall be eligible to progress to Step 8 upon completion of working 24 months' time combined in Steps 6 and Step 7. For example, an employee who on July 1, 2020, had spent 13 months working at Step 6 and nine months at Step 7, shall be deemed to have 22 months combined time, and shall thus be eligible to move to Step 8 after working two more months.

4. All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU, as amended, including, but not limited to, the salary increase of 1.5% due employees effective the first pay period after July 1, 2020 (or July 2021 if FPOA elects to extend the MOU, as set forth therein.)

FOR THE CITY OF FULLERTON

Kenneth A. Domer, City Manager

Date

**FOR THE FULLERTON POLICE OFFICERS' ASSOCIATION (POLICE
SAFETY UNIT)**

Ryan O'Neil, FPOA President

Date

FULLERTON POLICE OFFICERS' ASSOCIATION
POLICE SAFETY UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective October 19, 2019

RANGE NO.	CLASS TITLE	<u>STEPS</u>						
		1	2	3	4	5	6	7
140	Police Officer							
	Annual	74,366	78,085	81,989	86,088	90,393	94,912	99,658
	Approx. Monthly	6,197	6,507	6,832	7,174	7,533	7,909	8,305
	Approx. Bi-Weekly	2,860	3,003	3,153	3,311	3,477	3,650	3,833
	Hourly	35.753	37.541	39.418	41.389	43.458	45.631	47.912
142	Police Officer Trainee							
	Annual	74,366	78,085	81,989	N/A	N/A	N/A	N/A
	Approx. Monthly	6,197	6,507	6,832				
	Approx. Bi-Weekly	2,860	3,003	3,153				
	Hourly	35.753	37.541	39.418				
160	Police Corporal							
	Annual	79,991	83,990	88,190	92,599	97,229	102,090	107,195
	Approx. Monthly	6,666	6,999	7,349	7,717	8,102	8,508	8,933
	Approx. Bi-Weekly	3,077	3,230	3,392	3,562	3,740	3,927	4,123
	Hourly	38.457	40.380	42.399	44.519	46.745	49.082	51.536
170	Police Sergeant							
	Annual	96,134	100,941	105,988	111,287	116,851	122,694	128,829
	Approx. Monthly	8,011	8,412	8,832	9,274	9,738	10,225	10,736
	Approx. Bi-Weekly	3,697	3,882	4,076	4,280	4,494	4,719	4,955
	Hourly	46.218	48.529	50.956	53.503	56.179	58.988	61.937

This schedule will be in effect July 11, 2020 if FPOA does not elect to extend their contract and it expires June 2021.

FULLERTON POLICE OFFICERS' ASSOCIATION
POLICE SAFETY UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 11, 2020
if FPOA does not exercise optional year, per Article 5, paragraph 1 of Side Letter of Agreement
dated January 16, 2018

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
140	Police Officer								
	Annual	75,482	79,256	83,219	87,380	91,749	96,336	101,153	103,682
	Approx. Monthly	6,290	6,605	6,935	7,282	7,646	8,028	8,429	8,640
	Approx. Bi-Weekly	2,903	3,048	3,201	3,361	3,529	3,705	3,890	3,988
	Hourly	36.289	38.104	40.009	42.009	44.110	46.315	48.631	49.847
142	Police Officer Trainee								
	Annual	75,482	79,256	83,219	N/A	N/A	N/A	N/A	N/A
	Approx. Monthly	6,290	6,605	6,935					
	Approx. Bi-Weekly	2,903	3,048	3,201					
	Hourly	36.289	38.104	40.009					
160	Police Corporal								
	Annual	81,190	85,250	89,512	93,988	98,687	103,622	108,803	111,523
	Approx. Monthly	6,766	7,104	7,459	7,832	8,224	8,635	9,067	9,294
	Approx. Bi-Weekly	3,123	3,279	3,443	3,615	3,796	3,985	4,185	4,289
	Hourly	39.034	40.986	43.035	45.187	47.446	49.818	52.309	53.617
170	Police Sergeant								
	Annual	97,576	102,455	107,578	112,956	118,604	124,534	130,761	134,030
	Approx. Monthly	8,131	8,538	8,965	9,413	9,884	10,378	10,897	11,169
	Approx. Bi-Weekly	3,753	3,941	4,138	4,344	4,562	4,790	5,029	5,155
	Hourly	46.912	49.257	51.720	54.306	57.021	59.872	62.866	64.438

FULLERTON POLICE OFFICERS' ASSOCIATION
POLICE SAFETY UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 11, 2020
if FPOA exercises optional year, per Article 5, paragraph 1 of Side Letter of Agreement
dated January 16, 2018

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
140	Police Officer								
	Annual	74,366	78,085	81,989	86,088	90,393	94,912	99,658	102,149
	Approx. Monthly	6,197	6,507	6,832	7,174	7,533	7,909	8,305	8,512
	Approx. Bi-Weekly	2,860	3,003	3,153	3,311	3,477	3,650	3,833	3,929
	Hourly	35.753	37.541	39.418	41.389	43.458	45.631	47.912	49.110
142	Police Officer Trainee								
	Annual	74,366	78,085	81,989	N/A	N/A	N/A	N/A	N/A
	Approx. Monthly	6,197	6,507	6,832					
	Approx. Bi-Weekly	2,860	3,003	3,153					
	Hourly	35.753	37.541	39.418					
160	Police Corporal								
	Annual	79,991	83,990	88,190	92,599	97,229	102,090	107,195	109,875
	Approx. Monthly	6,666	6,999	7,349	7,717	8,102	8,508	8,933	9,156
	Approx. Bi-Weekly	3,077	3,230	3,392	3,562	3,740	3,927	4,123	4,226
	Hourly	38.457	40.380	42.399	44.519	46.745	49.082	51.536	52.824
170	Police Sergeant								
	Annual	96,134	100,941	105,988	111,287	116,851	122,694	128,829	132,049
	Approx. Monthly	8,011	8,412	8,832	9,274	9,738	10,225	10,736	11,004
	Approx. Bi-Weekly	3,697	3,882	4,076	4,280	4,494	4,719	4,955	5,079
	Hourly	46.218	48.529	50.956	53.503	56.179	58.988	61.937	63.485

FULLERTON POLICE OFFICERS' ASSOCIATION
POLICE SAFETY UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 10, 2021
 if FPOA exercises optional year, per Article 5, paragraph 1 of Side Letter of Agreement
 dated January 16, 2018

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
140	Police Officer								
	Annual	75,482	79,256	83,219	87,380	91,749	96,336	101,153	103,682
	Approx. Monthly	6,290	6,605	6,935	7,282	7,646	8,028	8,429	8,640
	Approx. Bi-Weekly	2,903	3,048	3,201	3,361	3,529	3,705	3,890	3,988
	Hourly	36.289	38.104	40.009	42.009	44.110	46.315	48.631	49.847
142	Police Officer Trainee								
	Annual	75,482	79,256	83,219	N/A	N/A	N/A	N/A	N/A
	Approx. Monthly	6,290	6,605	6,935					
	Approx. Bi-Weekly	2,903	3,048	3,201					
	Hourly	36.289	38.104	40.009					
160	Police Corporal								
	Annual	81,190	85,250	89,512	93,988	98,687	103,622	108,803	111,523
	Approx. Monthly	6,766	7,104	7,459	7,832	8,224	8,635	9,067	9,294
	Approx. Bi-Weekly	3,123	3,279	3,443	3,615	3,796	3,985	4,185	4,289
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	Approx. Monthly	8,131	8,538	8,965	9,413	9,884	10,378	10,897	11,169
	Approx. Bi-Weekly	3,753	3,941	4,138	4,344	4,562	4,790	5,029	5,155
	Hourly	46.912	49.257	51.720	54.306	57.021	59.872	62.866	64.438