

AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
THE FULLERTON MUNICIPAL EMPLOYEES FEDERATION
FOR THE PERIOD ~~JULY 1, 2015 THROUGH JUNE 30, 2019~~ **JULY 1, 2019 THROUGH
JUNE 30, 2021**

ARTICLE 1: INTRODUCTION

This Agreement is made and entered into by the City of Fullerton (hereinafter referred to as the "City") and the Fullerton Municipal Employees Federation (herein after referred to as the "Federation"). The Fullerton Municipal Employees Federation is the recognized majority representative of the General Employee bargaining unit (i.e., employees in classifications listed on Appendix A, hereinafter collectively referred to as affected employees).

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 Federation 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 which shall be submitted to the City Council for approval. Following approval, it shall be implemented by action of the Council or City Manager by appropriate ordinances, resolutions or other directives.

Therefore, the City and the Federation 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: MANAGEMENT RIGHTS

The City retains all rights of management including but not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; to contract and subcontract; set standards of services; 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; provided, however, that the exercise of such City rights shall not conflict with the express provisions of this Agreement.

ARTICLE 3: PEACEFUL PERFORMANCE

The parties recognize the obligation of the affected employees to continue to faithfully perform their duties for the City in accordance with the highest professional standards.

No affected employee shall engage in, induce or encourage any concerted action against the City including, but not limited to, strikes, work stoppages, slowdowns, speedups, "sick-ins", "sick-outs", or withholding of services to the City.

The Federation agrees that neither it, nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any concerted action against the City as specified above. In the event of any concerted action as enumerated above, the Federation, its officers, agents and representatives shall do everything within their power to end or avert same.

ARTICLE 4: FEDERATION – CITY MEETINGS

- A. The City Manager and the Director of Human Resources shall meet with the Federation President and at least two Federation representatives on a semiannual basis. Other persons may attend these meetings if both parties consent. More frequent meetings may be held by mutual agreement.
- B. The basic purpose of these meetings is to discuss issues of common interest and to solve mutual problems in a constructive fashion.
- C. Grievances or disciplinary actions in progress may be discussed at these meetings only by mutual consent, and discussion of such topics does not preclude subsequent resolution via the grievance procedure.
- D. Meet-and-confer subjects may be discussed by mutual consent, but this does not preclude exercise of further meet-and-confer options by either party.

ARTICLE 5: TERM - EFFECTIVE DATES

The term of this Agreement shall be from **July 1, 2019 to June 30, 2021**. ~~July 1, 2015 through June 30, 2019.~~

ARTICLE 6: 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 Federation presently enjoyed by affected employees shall remain in full force and effect during the term of this Agreement.

ARTICLE 7: SUCCESSOR AGREEMENT

Either party may initiate negotiations for a successor agreement by serving a written request to bargain on the other party no sooner than February 1, ~~2019~~2021, but no later than April 30, ~~2019~~2021. The parties agree to meet within the thirty days after receipt of an initial request to bargain.

ARTICLE 8: SEPARABILITY

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

ARTICLE 9: CITY REVENUES

The Federation shall encourage its members to shop in Fullerton in an effort to increase the revenue available to the City.

ARTICLE 10: REASONABLE TIME OFF TO MEET AND CONFER

The Federation may select no more than six employee members to attend scheduled meetings with the City on subjects within the scope of representation during regular City Hall business hours without loss of compensation. None of these employee members shall be from the same budget division. The Federation shall, whenever practicable, submit the names of all such employee representatives to the City in writing at least two working days in advance of such meetings. It is further provided:

- A. That no employee representative shall leave his/her duty or work station or assignment without approval of his/her department head or other authorized City management official.
- B. That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

ARTICLE 11: ACCESS TO WORK LOCATIONS

Officers of the Federation and their officially designated representatives shall be granted reasonable access to employee work locations for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such non-employee officers or representatives shall not enter any work location without the consent of the department head or the City Manager. Access

may be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Federation, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours without prior approval by the City Manager or designee. Such approval shall not be unreasonably withheld.

ARTICLE 12: USE OF CITY FACILITIES

- A. The Federation may, with the prior approval of the City Manager or designee, use City facilities for meetings. All such requests shall be in writing and shall state the purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
- B. The use of City equipment other than items normally used in the conduct of business meetings (e.g., desks, chairs, and writing boards) is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.
- C. The Federation may, with the prior approval of the City Manager, continue to use the City mail and e-mail service for the distribution of a regularly published employee newsletter.

ARTICLE 13: USE OF BULLETIN BOARDS

The Federation may use portions of City bulletin boards under the following conditions:

- A. All materials must receive the approval of the Director of Human Resources or designee.
- B. All materials must be dated and must identify the Federation as the publisher.
- C. The actual posting of materials will be done as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed 31 days after the publication date.
- D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them is to be allocated to Federation materials.

ARTICLE 14: ALLOCATION OF CLASSES TO SALARY RANGES

- A. The allocation of classes to salary ranges is contained in Appendix A.

- B. The City shall extend the opportunity to meet concerning the pay level of new classifications no later than seven calendar days before Staff's recommendation is considered by the City Council. If the Federation does not accept this invitation within four calendar days, the opportunity to meet will be waived.

ARTICLE 15: BASE SALARY RATES

- A. The schedule of base salary rates is contained in Appendix A

~~Effective July 1, 2015, all classifications in the bargaining unit shall receive a 4.0% across-the-board, on-schedule salary increase.~~

~~Effective the first full pay-period after July 1, 2016, all classifications in the bargaining unit shall receive a 1.5% across-the-board, on-schedule salary increase.~~

~~Effective the first full pay-period after July 1, 2017, all classifications in the bargaining unit shall receive a 1.5% across-the-board, on-schedule salary increase.~~

~~Effective the first full pay-period after July 1, 2018, all classifications in the bargaining unit shall receive a 3.0% across-the-board, on-schedule salary increase.~~

Effective upon ratification of this agreement, Range 207 through Range 210 shall be deleted. In addition, Steps 1 and 2 of Range 215 and 220 shall be deleted to ensure that no employee shall be placed on a range or step that is below the California Minimum Wage during the term of this agreement.

- ~~B. Discretionary personal leave accumulated and not used by September 30, 2011 will be available for employee use until such time as the employee separates from the City. This discretionary personal leave will have no cash value and its use must be approved by the Department Head and not require overtime backfill. Employees on discretionary personal leave will be on paid status.~~

ARTICLE 16: INCREMENT PAY

- A. Shift Differential Pay

1. Non-Library Employees

With the exception of Library personnel, an employee shall receive Shift Differential Pay in the amount shown if the requirements of the following schedule are met:

- | | | |
|----|--|----------------------------------|
| a. | Swing Shift - 50% of the working hours per pay period are between 3:00 p.m. and 11:00 p.m. | 2.5% of his/her base salary rate |
|----|--|----------------------------------|

- | | | |
|----|---|----------------------------------|
| b. | Graveyard Shift - 50% of the working hours per pay period are between 11:00 p.m. and 7:00 a.m. | 5% of his/her base salary rate |
| c. | Non-Day Shift - when neither a. nor b. above apply, but 50% of the working hours per pay period occur in a combination of the Swing and Graveyard shifts. | 2.5% of his/her base salary rate |

2. Library Employees

- a. An eligible Library employee shall receive, in addition to regular pay, Shift Differential Pay equal to 5% of his/her base hourly rate for any hours worked after 5:00 p.m., except that no one shall receive shift differential solely because he/she is on an alternate work schedule and works after 5:00 p.m.
- b. Library shift pay is a vested benefit for employees regularly appointed to any Library position effective on or before June 30, 1984 as well as for those regularly appointed to any full-time Library position after that date. A person regularly appointed to a Library position on less than a full time basis effective on or after July 1, 1984 shall not be eligible for this benefit, except that if he/ she converts to full-time for a minimum of ten consecutive workdays, he/she shall be eligible to receive Library shift pay for the duration of that full-time status.

B. Bilingual Pay

An employee shall be eligible to receive an additional \$60 per pay period if the following conditions are met:

1. The employee must on a frequent and recurring basis speak and/or translate by reading/writing one or more languages other than English in the performance of his/her public contact duties with the City.
2. The employee must pass a language skills test approved or administered by the City.

C. ~~Matron Duty Pay~~

~~Any female clerical employee assigned by the Chief of Police to the Matron Duty Roster shall receive an additional \$40 per pay period.~~

~~D.~~ Night Emergency Response Pay

An employee permanently assigned to the Night Emergency Response Unit shall receive an additional 2.5% of his/her base salary. An employee assigned to this Unit on an acting basis shall receive this additional pay beginning after 80 consecutive working hours of such assignment.

ARTICLE 17: OVERTIME PAY

A. FLSA exempt classifications are designated in Appendix A. All other affected employees are designated non-exempt for purposes of the Fair Labor Standards Act (FLSA).

B. Work Period

For employees on the standard workweek, the FLSA work period shall be seven days in length commencing at 12:01 a.m. each Saturday. For employees on an alternate work schedule (e.g., a 9/80 work schedule), the City shall adjust the FLSA work period to ensure the employee's regular schedule does not exceed 40 hours of work in any seven-day work period. (See Appendix C.)

C. Time Worked

In determining eligibility for overtime, paid leaves of absence shall be regarded as time worked and shall be included in calculating the total hours worked. Paid leaves of absence include, but are not limited to the following:

- | | |
|--------------------------|--------------------------------|
| 1. Vacation | 6. Workers' Compensation Leave |
| 2. Holiday Leave | 7. Jury Duty |
| 3. Sick Leave | 8. Bereavement Leave |
| 4. Administrative Leave | 9. Military Leave |
| 5. Compensatory Time off | |

In calculating hours actually worked for overtime purposes, the following time will be excluded:

1. Voluntary non-pay time
2. Leaves of absence without pay
3. Suspensions with and without pay
4. Standby Duty

There shall be no pyramiding of overtime. Hours worked by an employee in any workday, workweek or payroll period on which premium rates have once been allowed shall not be used again in any other overtime computation. For example, if an employee receives overtime compensation for work performed in excess of the employee's regularly scheduled workday, those hours paid at the overtime

rate will not be counted in determining overtime compensation for hours in excess of 40 hours in a workweek.

D. Payment - Non-Exempt Employees

1. Each non-exempt employee (including those employed part-time) required to work in excess of 40 hours in a work period shall receive compensation at the premium rate of time and one-half his/her regular rate of pay for the excess hours, except that Police Department employees shall be paid at the premium rate for work performed in excess of the employee's regularly scheduled workday or regularly scheduled workweek.

A Jailer who, when solicited by the City, volunteers to work hours beyond his/her regular schedule shall be deemed to have been required to work by the City. A lack of congruity between an employee's work schedule and the time involved in a pay period shall not cause an employee to be ineligible for the premium rate for hours worked, when such hours are otherwise eligible therefore under the terms of this Agreement.

2. The regular rate of pay shall include those items of compensation required to be included under the FLSA, including but not limited to the following types of pay in addition to base salary:
 - a. Increment Pay, as set forth in Article 16.
 - b. Education Incentive Pay (but not tuition reimbursement).

E. Payment-Exempt Employees

Each exempt 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 or receive compensatory time off at straight time for the excess hours.

F. Compensatory Time

Compensatory Time

Employees working overtime shall receive either pay or compensatory time at the department head's discretion. Employees can accumulate up to 100 hours of compensatory time. Once an employee has 100 hours of accumulated compensatory time, he/she cannot accumulate any additional compensatory time until his/her bank is below 100 hours.

Compensatory Time Usage

The time during which an employee may use accrued compensatory time is subject to approval by the department head or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time shall provide the City

with reasonable notice of such request. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

Compensatory Time Payoff

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 practice. In addition, compensatory time balances shall be paid in full prior to the effective date of any across-the-board salary increase. At the time an employee separates from employment, the employee will be cashed out of any accumulated compensatory time at their current regular rate of pay or their average regular rate of pay during their last three years of employment with the City, whichever is greater.

G. Authorization for Overtime

All overtime requests shall have the authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee who performs overtime work without obtaining prior written approval or explicit verbal authorization followed by written authorization may be subject to discipline.

H. Clothes Changing

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Employees may be provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Time spent in changing clothes before or after a shift, or during lunch, is not considered time worked and is not compensable in any manner whatsoever.

I. Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to

attend to a personal matter, and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Neither employee involved shall be entitled to the other employee's increment pay, if any. Any hours worked beyond the normal work shift will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the employees involved in the trade. Paybacks are to be completed within one calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.

If one individual fails to appear for the other, the person who has assumed responsibility for the duty assignment will either be charged with a paid leave of absence as appropriate, or will be listed as absent without leave and may be subject to discipline.

J. Early Relief

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave City employment or are assigned other duties.

K. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to applicable law.

L. Travel Time

Travel time outside normally scheduled work hours shall be compensated pursuant to applicable law.

M. Athletic Activity

The City provides a gym facility for the voluntary use of certain employees during their off-duty hours. Time spent by employees in working out at the gym facility and any other off-duty athletic activity shall not be considered time worked and shall not be compensated in any manner.

N. Call-Back Pay

Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. Call-back duty does not apply to prescheduled work during employee's regular time off.

1. When required to return to work on other than a regular work schedule, employees (except as noted in 3. below) shall be compensated at the overtime rate or in compensatory time, as determined by the employee as follows:
 - a. If the actual hours worked after reporting to the place of duty is 2.67 or less, the employee shall be credited with a minimum of 2.67 hours.
 - b. If the actual hours worked, after reporting to the place of duty, is more than 2.67 hours the employee shall be credited for all actual time worked.
 - c. The employee shall be compensated for all travel time to the location of the call-back duty beginning from the time the employee leaves his/her home or other location up through the time the employee arrives at the site of the call-back duty. Travel time from the location of the call-back duty back to the employee's home or other non-work location shall not be compensated.
2. An employee shall be credited with not more than one minimum 2.67-hour guarantee for work performed during any four consecutive hour period.
3. Police Department employees shall receive call-back pay in cash, at the time and one-half rate, with a two-hour minimum.
4. Call-back pay shall apply regardless of the number of hours worked by the employee in the affected work period. Call-back pay shall not be granted to employees who continue on duty for their regular work shift.

This provision is to be distinguished from "Court Appearance" pay in subparagraph Q, which is to be used when an employee is called back to court.

O. Standby Pay

An employee assigned to standby duty during the employee's regular time off shall be compensated in the following manner:

1. 1.5 hours straight time for weekdays from end of regular shift to start of next regular shift or any part thereof.
2. 3 hours straight time for Saturday, Sunday or Holiday, 7:00 a.m. - 7:00 a.m. or any part thereof.

Standby duty requires the employee to:

1. Leave a telephone number where he/she can be contacted;
2. Answer his/her telephone when it rings;
3. Be ready to respond immediately to calls for service;
4. Respond immediately when called;
5. Remain within a reasonable commuting distance from the work station; and
6. Refrain from activities which might impair his/her ability to respond or perform assigned duties in a satisfactory manner.

The City will provide cellphones, and will make standby assignments voluntary when possible.

P. Court Standby Pay

An off-duty employee may leave a telephone number where he/she may be reached while on court standby. Such time is not considered time worked under the FLSA and will not be compensated, except as set forth below:

An employee who is required by the City, or other lawful authority, to remain on "standby" while otherwise off duty pursuant to a lawful subpoena relating to events occurring during the course and scope of his/her employment, shall be paid therefore based upon an hourly rate equal to the then-current minimum wage as established by the FLSA. Effective December 2, 2006, this amount shall be increased by \$.50 per hour. In the event any such employee is required to appear in court at a time when he/she has been in such "standby" status, and actually does appear in court while otherwise off duty on that day, the employee shall not receive Court Standby Pay but shall be entitled to Court Appearance Pay for such actual attendance in court while off duty. The court meal period shall be considered time worked for purposes of this paragraph only if the employee is on standby from the morning court session to the afternoon court session.

This payment is made pursuant to this Agreement, not pursuant to the FLSA. Time compensated in the above manner shall not constitute time worked for

purposes of the FLSA. Police Department employees do not have the option of taking compensatory time off for court standby.

Q. Court Appearance Pay

For court appearances while off-duty pursuant to a lawful subpoena relating to events occurring during the course and scope of an employee's employment, an employee shall be credited on an hour-for-hour basis for the time actually spent in court.

An employee shall be credited with a minimum of two hours for the court appearance. Where two or more court appearances are required on the same date for different cases, and are separated by a period of at least two hours, a two-hour minimum payment shall apply to each such court appearance. The court meal period shall not be considered time worked for purposes of this paragraph unless the court is actually in session during the meal period. Travel time shall not be considered time worked and shall not be compensated in any manner whatsoever, except that Police Department employees shall be paid for travel time for cases involving all civil subpoenas, and criminal appearances outside of Orange County.

Police Department employees do not have the option of taking compensatory time off for court appearances.

ARTICLE 18: ACTING PAY

The pay provisions of the City's Acting Pay program (contained in Resolution 8485) are modified to provide that an employee 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive hours actually worked (not paid leave) of an Acting assignment, and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least 40 consecutive hours actually worked (not paid leave) in the second Acting assignment.

ARTICLE 19: EXCEPTIONAL PERFORMANCE PAY

All affected employees are eligible for the City's Exceptional Performance Pay program, as set forth in Appendix B.

ARTICLE 20: TUITION REIMBURSEMENT

A. Objective

The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved classroom 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.

B. General Guidelines

The Director of Human Resources or his/her appointed representative shall:

1. Review written pre-enrollment applications submitted by employees through their department heads and render a decision within 60 days of receipt thereof by Human Resources.
2. Consult with department heads and school authorities on the development and establishment of criteria and standards to determine the acceptability of majors, courses and expenditures which will qualify the employee for tuition reimbursement.
3. Render a decision on tuition reimbursement request forms within 60 days of receipt by Human Resources.

C. Eligibility

1. All regularly appointed employees who have passed their initial probation period are eligible to receive tuition reimbursement. Courses must commence after the employee passes the initial probation period; be in excess of the educational standards for the classification (as noted in the class specification); and not be 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 job-related college or university courses when the specification for the classification calls for high school graduation.
2. Courses must be (except where noted below in paragraphs C6 and C7) approved by one of the ~~six~~ regional accreditation associations recognized by the **Council for Higher Education Accreditation (CHEA)**. ~~Council on Post-Secondary Accreditation~~. Credits given for non-classroom assignments such as life experience, military training, and professional training are not reimbursable.
3. Courses must be: 1) related to the employee's current occupation; 2) related to a City classification to which the employee may reasonably expect

promotion within five years of completion of his/her educational objective; or 3) required for the completion of the 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 approval has been granted by the department head and the Human Resources Department.
5. Completed engineering review courses taken at accredited institutions for which an academic grade or units of academic credit are not given are eligible for reimbursement. These courses must prepare candidates for a certificate, license or registration issued by the California Board of Registration for Professional Engineers. The employee must receive the certificate or license from this Board to be eligible for reimbursement, which will be granted for a maximum of two courses per certificate, license or registration.
6. Courses needed to maintain or leading to a City-approved certificate, license or registration are eligible for reimbursement, as are any examination fees required to successfully maintain or obtain the certificate, license or registration. Reimbursement for eligible expenses will be made after obtaining or proof of renewal of the license, certificate or registration.
7. Courses related to the use of City-approved computer equipment purchased by the employee may be authorized under the tuition reimbursement program.
8. Courses cannot be taken on City time. The employee must certify that all courses submitted for approval were taken on his/her off-duty time.
9. To certify eligibility, a fully completed pre-approval form shall be submitted to the department head and to Human Resources before the course begins.

D. Reimbursement

1. A tuition reimbursement request form must be submitted within three months of the completion of the approved course(s). 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). Ex-

penses 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 of \$2,500 per fiscal year for courses taken during that 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 in order to be processed.
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 (as defined in Article 27B), who are laid off by the City, or who separate as a result of a City/departmental reorganization.

ARTICLE 21: UNIFORMS

A. Police Employees

1. For Police employees required to wear and maintain uniforms, the City shall determine and provide the "first issue" of uniforms upon initial appointment, as well as a biweekly allowance of \$17.32.
2. Employees shall return to the City the same amount of uniforms initially received when they separate from the City.

B. Field Maintenance Employees

1. Field Maintenance employees who are required to wear a City uniform on the job shall be eligible to receive six sets of the shirt/pant uniforms from the City for wear on the job and to and from the job. Employees shall be responsible for laundering such uniforms.
2. Employees in the classifications listed below shall have the option of choosing eleven sets of the shirt/pant uniform or eleven sets of cloth coveralls. The City will provide laundry services for either option. An employee who wears a City T-shirt shall be responsible for laundering such shirts.

Equipment Mechanic Lead Worker
Equipment Service Worker
Fleet Maintenance Technician
Mechanic I, II, III

3. The Director of Public Works may issue cloth coveralls on an as-needed basis to other maintenance employees for their occasional daily use. The City will launder coveralls used under such circumstances.

C. Work Boots

1. City-approved work boots shall be worn by field employees of the Airport and Public Works Department/Maintenance Services division, each of whom shall receive \$7.70 biweekly toward the purchase thereof.
2. Each Building Inspector Trainee, I, II and III, Construction Inspector, Construction Inspector – Water, Housing & Community Development Inspector and Water Service Worker shall wear City-approved work boots. The City may make exceptions to this rule for employees who request it for bona fide safety or medical reasons. Such decisions shall be made annually. Said employees shall receive \$7.70 biweekly toward the purchase of the boots.
3. If steel-toed work boots are required for the employee's assignment, they shall comply with Cal-OSHA General Industry Safety orders, Section 2285, and American National Safety Standard (ANSI) Z 41 1991.

If steel-toed work boots are not required for the employee's assignment, they shall be of a style and construction approved by the City for the assigned duties.

4. The City may determine which, if any, positions should receive an additional allowance.

- D. The City may, at its sole discretion, convert the existing uniform purchase and allowance program to an alternative program such as, but not limited to, the provision of all uniforms or a voucher system. The uniform purchase and allowance program shall continue on a pro-rata basis until the effective date of such change.

ARTICLE 22: TOOL ALLOWANCES / REIMBURSEMENTS

A. Allowances

Employees in the classifications listed below shall receive an allowance for tools used in the course of City employment in accordance with directives established by the City.

Payment shall be made in the following biweekly amounts:

\$20.00 - Equipment Mechanic Lead Worker, Mechanic III, and Mechanic II.

\$13.50 - Mechanic I

\$ 7.00 - Equipment Service Worker

B. Reimbursements

Employees in the classifications listed below shall be reimbursed up to \$20 per biweekly pay period for the cost of tools broken or damaged in the course of City employment:

Electrician

Maintenance Electrician

Electrical and HVAC Lead Worker

ARTICLE 23: SURVEYS

In determining what is adequate compensation, the parties shall use as a guideline the compensation provided to comparable employees in the following jurisdictions or any other jurisdictions deemed appropriate: Anaheim, Buena Park, Costa Mesa, Garden Grove, Huntington Beach, Newport Beach, Orange and Santa Ana.

ARTICLE 24:

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

A. The City's contract with CalPERS for affected 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. For all other employees, including "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA), the final compensation is calculated based on the average of their highest paid 36 consecutive months.
2. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).
3. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
4. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.

5. 2% @ 55 – Full Formula (Cal. Gov. Code §21354) for employees who are not “new members” as defined by PEPRA. 2% @ 62 formula (Cal. Gov. Code §7522.20) for employees who are “new members” as defined by PEPRA.
6. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
7. Credit for Unused Sick Leave (Cal. Gov. Code §20965). An employee who retires on or after October 1, 2011 who is not eligible for benefits under Article ~~37~~39(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 – 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 of the California Government Code) into each employee's CalPERS account, 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 employer-paid member contribution 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 PEPRA are not eligible for this benefit.

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

Effective October 29, 2011, employees who are not “new members” as defined by PEPRA 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 employer-paid member contributions shall be reduced by whatever portion is not allowable and the par-

ties 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.

ARTICLE 25: 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 26: MEDICARE

Employees hired by the City on or after April 1, 1986 shall 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 contributions.

ARTICLE 27: HEALTH INSURANCE

A. City Contributions - Employees

1. The City shall contribute the following monthly amounts toward the payment of premiums for employees and their dependents under the existing programs (or a new program providing substantially similar coverage and benefits mutually agreed upon between the City and the Federation):

~~For employees hired before June 29, 1996, for coverage effective on July 1, 2015:~~

Blue Cross			
(Anthem)			
Prudent Buyer	CalCare	Kaiser	
Single	\$823.52	\$548.71	\$487.75
2-Party	\$1,868.64	\$1,153.22	\$974.87
Family	\$2,379.41	\$1,602.84	\$1,334.35

~~Effective January 1, 2016, the Blue Cross (Anthem) Prudent Buyer and the CalCare HMO plans shall be amended to include the benefit plan changes specified on Appendix D.~~

~~For rates effective January 1, 2016 and each year thereafter, any increases in the Blue Cross (Anthem) Prudent Buyer, CalCare or Kaiser premium rates at each level shall be divided equally between the City and the employee.~~

~~If there are any Blue Cross Prudent Buyer premium decreases, the parties shall meet and confer on this subject only.~~

- ~~2. For employees hired on or after June 29, 1996, for coverage effective July 1, 2015:~~

	Blue Cross	CalCare	Kaiser
Single	\$487.75	\$548.71	\$487.75
2-Party	\$974.87	\$1,153.22	\$974.87
Family	\$1,334.35	\$1,602.84	\$1,334.35

- ~~For persons hired on or after June 29, 1996 who choose the Blue Cross plan, the City's maximum contribution shall be equal to the City's contribution toward the Kaiser plan in each category.~~

~~Effective January 1, 2016, the Blue Cross (Anthem) Prudent Buyer and the CalCare HMO plans shall be amended to include the benefit plan changes specified on Appendix D.~~

~~For premium rates effective January 1, 2016 and each year thereafter, any increases in the CalCare or Kaiser premium rates shall be divided equally between the City and the employee.~~

- ~~3. During the term of this agreement, the City shall engage a consultant to study the feasibility and costs of changing medical insurance plans, carriers and contribution strategies. At the conclusion of the work by the consultant, the City may reopen this Agreement to discuss changes to Article 27 to be effective on or after January 1, 2017.~~

For employees enrolled in the Kaiser HMO plan:

Single	\$460
Two-Party	\$920
Family	\$1,300

For employees hired on or after June 29, 1996 enrolled in the HSA PPO plan:

Single	\$460
Two-Party	\$920
Family	\$1,300

For employees enrolled in CIGNA HMO plans and employees hired before June 9, 1996 enrolled in the HSA PPO plan:

Single	\$500
Two-Party	\$1,050
Family	\$1,500

Any increases to these monthly contributions shall be subject to future negotiations.

4. If at any time during the term of this agreement, it is determined that the City's contribution toward medical insurance is less than required for minimum affordable coverage under the Affordable Care Act, the City shall, at its own discretion, increase any contribution by the amount necessary to meet the affordability requirements

B. City Contributions - Retirees

For each person regularly employed for 20 cumulative calendar years or more who retires from the City subsequent to September 30, 1995 the City shall pay the same contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be Two Hundred Dollars (\$200.00). With respect to any such employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 100% of the employee-only premium.

For each person regularly employed for ten or more cumulative calendar years but less than 20, and who retires subsequent to September 30, 1995 the City shall pay 50% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be One Hundred Dollars (\$100.00). With respect to any such employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 50% of the employee-only premium.

A "retiree" 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.

This obligation to pay health insurance premiums shall end at such time as the retiree reaches age 65 or becomes eligible to enroll, automatically or voluntarily, in Medi-Cal or Medicare, whichever occurs first. Prior to such time, this obligation shall be suspended for any period during which the retiree is receiving or is eligible to receive similar health insurance coverage at the expense of another employer (either public or private). The City shall have the right to require any retiree covered by this paragraph to certify annually that he/she is not receiving nor is eligible to receive any such paid health insurance benefits from another employer.

A retiree desiring to have health insurance coverage for dependents shall remit to the City a check for the amount of dependent coverage no later than the 15th of the month preceding the effective month of coverage.

~~C. Single-Party In-Lieu Pay~~

- ~~1. An employee regularly appointed or rehired after July 24, 1995 is not eligible for Single-Party In-Lieu (SPIL) pay. An employee appointed or rehired on or before that date who "opts-out" under the provisions of paragraph E. below is not eligible for SPIL pay if he/she re-enrolls in a City health plan.~~
- ~~2. An employee regularly appointed on or before July 24, 1995 who has "single-party only" coverage under a City health insurance plan shall receive \$30 per pay period, except as provided below.~~
 - ~~a. An employee enrolled in the Kaiser or CaliforniaCare "two-party" or "family" category as of January 1, 1996 who subsequently switches to the "single" category with one of those providers shall receive the \$30 per pay period.~~
 - ~~b. An employee enrolled in Blue Cross as of January 1, 1996 who subsequently switches to Kaiser or CaliforniaCare shall not be eligible for this benefit unless the employee has dependents eligible for coverage but elects not to enroll them.~~
 - ~~c. An employee who switches to the Blue Cross "single" category for coverage after December 31, 1995 shall not receive "single-party in-lieu" pay regardless of the plan or category in which the employee was previously enrolled.~~

~~D. Married Employee Couples~~

~~One member of a married employee couple may elect to "opt-out" of the group medical plan on a voluntary basis. The City will then pay the two-party or family premium for the covered spouse, depending on the number of dependents covered. The other spouse will receive \$50 per pay period.~~

E. Opt-Out

1. ~~An employee eligible for the "Married Employee Couples" benefit described above is not eligible for the Opt-Out benefit.~~

~~2.~~ An employee may "opt-out" of the City's medical plan under these conditions:

- a. The employee is not receiving Medicare or Medi-Cal.
- b. The employee must sign a document stating his/her desire to waive medical insurance.
- c. The employee must provide proof of other group health insurance coverage that is compliant with the Affordable Care Act, which shall be confirmed by the City each year prior to open enrollment.
- d. 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. ~~Re-enrollment in the Blue Cross Prudent Buyer plan may be subject to preexisting conditions, if established by the provider.~~

3. Payment

- a. Full-time employees shall receive a cash payment ~~equal to 50% of the City's reduced cost, including SPIL Pay, if any. The minimum payment shall be of \$50 per pay period, and the maximum shall be \$100 per pay period.~~
- b. Part-time employees shall receive a cash payment as follows:

Cumulative Hours Worked	Payment Per Pay Period
< 3,120	\$0
≥ 3,120	\$30.00

F. All employees on City payroll effective December 27, 2019 shall receive a one-time lump sum reimbursement of expenditures towards health insurance and expenses in the amount of \$3,000. This reimbursement shall be issued through the City's payroll system as soon as practical following ratification of this Agreement. Eligible employees who separated from the City

prior to the disbursement of this reimbursement must file a claim to request payment of the reimbursement.

- G. The Parties agree that the \$60,000 Wellness Program credit negotiated in the 2018 Side Letter Agreement to the prior MOU between the Parties shall be distributed equally to only the members of the bargaining unit employed by the City as of January 1, 2021. The total credit shall be equally divided by the number of eligible members and shall be rounded down to the nearest penny. The distribution shall be made on January 1, 2021 to the Section 125 Plans for eligible employees for their use on any of the available plan options.
- H. The City will implement a “flex credit” credit contribution in the amount of \$50 per month paid in \$25 increments for the first two pay periods of each month beginning January 2021. These “flex credits” shall be paid through a revised Section 125 Plan. The City and the FMEF will meet and agree regarding the scope of the Section 125 Plan options for employee use of the “flex credits.”
- I. Effective April 1, 2020, or as soon thereafter as practical, the City will implement a voluntary benefits plan through The Standard Insurance Company. Employees may opt in to plans providing supplemental benefits for Accident, Hospital and Critical Illness covered incidents. Premiums for employee selections shall be deducted from the employee’s pay on a post-tax basis.

ARTICLE 28: REIMBURSEMENT ACCOUNT PROGRAM

The City’s Reimbursement Account Program 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 29: 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 50% 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.

ARTICLE 30: LIFE INSURANCE

The City shall provide ~~\$25,000~~ ~~10,000~~ group term life insurance for affected employees. ~~For coverage effective January 1, 2007, this amount shall increase to \$25,000.~~ In compliance with the City's current life insurance contract, employees at age 70 shall have benefits reduced by 35%, and employees at age 75 shall have benefits reduced by 50%. Each employee may purchase additional City group term life insurance.

ARTICLE 31: DENTAL INSURANCE

The City shall pay the employee-only premium (but no more than \$25 per month) under any group dental insurance plan administered or approved by the City.

A retiree (as defined in Article 27B) and his/her eligible dependents may subscribe to a City dental plan by paying the full premium for the coverage chosen.

ARTICLE 32: VISION INSURANCE

The City shall provide vision care insurance to employees on ~~the Blue Cross Prudent Buyer and CaliforniaCare~~ **the City sponsored Cigna** medical plans, and pay an amount equal to the employee-only premium in effect on January 1, 1991, i.e., \$7.30 per month. **Effective as soon as practical following ratification of this agreement, employees enrolled in the City sponsored Kaiser medical plan shall be enrolled in the vision plan with the same City contribution for employee-only coverage.**

~~Effective January 1, 2012 or as soon thereafter as possible, e~~ **Employees eligible for vision insurance** ~~enrolled in the Blue Cross (Anthem) Prudent Buyer or California Care medical plans~~ may enroll eligible family members in the City sponsored vision plan at their own option and cost, payable through a payroll deduction. Eligibility and enrollment of such family members is subject to the standard plan rules.

ARTICLE 33: 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 34: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT

Employees 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 (presently 102% of the premium for an active employee.)

ARTICLE 35: DISCRETIONARY PERSONAL LEAVE

Discretionary personal leave accumulated and not used prior to the term of this Agreement will be available for employee use until such time as the employee separates from the City. This discretionary personal leave will have no cash value and its use must be approved by the Department Head and not require overtime backfill. Employees on discretionary personal leave will be on paid status. No additional Discretionary Personal Leave will be provided during the term of this Agreement. This leave is separate and distinct from Discretionary Holiday Leave referenced in Article 37

ARTICLE ~~35~~36: HOLIDAYS

The provisions in this Article shall be in effect through June 30, 2020 ~~E~~except as provided in Article ~~41-43~~ - Work Schedules. Effective July 1, 2021, this Article shall be replaced in its entirety by Article 37:

- A. Each regular full-time employee who works or is absent from work with the approval of his/her department head on the work shift both before and after any such holiday shall receive the following paid holidays of eight hours each:
1. January 1, New Year's 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
- B. No other day shall be such a holiday unless it is a non-recurring holiday designated specifically by the President of the United States and/or the Governor of California, and approved by the City Council.
- C. Employees Working With Regard to Holidays:
1. When a holiday falls on a Saturday an employee on a traditional Monday - Friday schedule shall, in lieu of said holiday, be permitted an absence from work with eight hours pay on the Friday immediately before said holiday.
 2. When a holiday falls on a Sunday, such employee, in lieu of pay for said holiday, shall be permitted an absence from work with eight hours pay on the Monday immediately following said holiday.
 3. An employee with a workweek other than Monday through Friday shall be permitted a corresponding absence from work when a holiday falls on his/her regular shift off. That absence from work must be taken immediately preceding or following said holiday, as designated by his/her department head. If an employee's regular work schedule precludes such absence in order to provide the usual continuous services of his/her department, the employee shall be compensated in the form of compensatory time of eight hours to be used in accordance with existing holiday comp time payoff policies.
 4. When an employee is absent from work under circumstances which entitle him/her to receive sick leave benefits for any of said holidays, there shall be no double payment; instead, he/she shall be paid the holiday benefit hereunder, and shall not be charged or paid for the sick leave benefits for such time that he/she received holiday pay.
- D. Employees Working Without Regard To Holidays:
1. As an alternative to receiving holiday pay as the holidays occur, an employee who works without regard to holidays (e.g., Airport) may elect, at the beginning of each payroll year, to defer receipt of holiday pay until the end of that payroll year.

2. Each employee who defers cash payment for holidays shall accrue holiday leave on a biweekly basis. This leave shall be added to the employee's existing vacation balance. The employee's vacation balance shall then be reduced by the number of hours actually absent from work for vacation or holiday purposes. At the end of each payroll year, such employees may elect to convert up to the previous year's maximum vacation accrual for holidays into a cash payment at the base salary rate then in effect.

E. December 26, 2019

December 26, 2019 shall be considered a special paid day off. Employees who used accrued leave balances or leave without pay shall be eligible for a prior period leave adjustment, substituting Holiday Discretionary Leave hours as described in Article 37 for accrued leave hours or leave without pay used for the day. Employees who worked on December 26, 2019 shall be eligible for holiday discretionary paid leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less. Employees must be on City payroll at the time the adjustment is made to be eligible. No post separation adjustments will be made.

ARTICLE 37: HOLIDAY PROGRAM

Effective July 1, 2020, the Holiday provisions in Articles 36 and 43 shall be replaced with the following:

A. The following days shall be recognized Holidays for employees of this unit:

1. January 1, New Year's 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
10. December 25, Christmas Day
11. December 31, New Year's Eve

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

C. For employees working with regard to holidays:

1. An employee who works with regard to holidays will receive holiday leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, to be used when a designated City holiday occurs and employee works in a location, facility or program that is closed on the holiday, and the holiday falls on the employee's regular work day, and the employee is not required to work. The hours will be paid on the day the holiday occurs except as provided in Article 37, C. b and c below. There shall be no additional cash value for holiday leave hours.
2. An employee who works with regard to holidays and is required to work on a holiday will receive in addition to his/her normal pay for the day, holiday discretionary paid leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, to be used at a later time in accordance with rules set forth herein.
3. An employee who works with regard to holidays will receive holiday discretionary paid leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, when a City designated holiday falls on a day that is not a regular work day for the employee. These hours may be used at a later time in accordance with rules set forth herein.

D. For employees working without regard to holidays:

1. Employees who are assigned to a division that operates without regard to holidays (e.g., Police Records Division and Airport) shall be entitled to be paid eight hours at their regular rate of pay for each recognized holiday.
2. As an alternative to receiving holiday pay as the holidays occur, an employee who works without regard to holidays 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 shall accrue holiday leave on a biweekly basis. These hours shall be available for employee use for paid time off subject to the same rules a vacation hours. At the end of each payroll year, any remaining holiday hours shall be converted into a cash payment at the base salary rate then in effect.
3. In addition to the 88 hours of holiday pay an employee working without regard to holidays is entitled to receive in accordance with D.1. and 2. above, the employee shall receive 11 hours of holiday discre-

tionary leave to be used at a later time in accordance with rules set forth herein.

- E. Holiday discretionary leave time received under this Article must be used during the fiscal year in which it is received. Hours not used will expire. There will be no cash value associated with the holiday discretionary leave hours received under this provision.

ARTICLE 368: VACATION

A. Accrual

1. Each employee shall accrue vacation credit with pay in accordance with the following table:

Amount of Current Service	Number of Hours	
	Annually	Biweekly
< 5 years	104	4.00
≥ 5 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

2. 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.

B. Usage

1. First Vacation: A new employee's first vacation may not be taken until he/she has worked for 13 pay periods. Absences such as sick leave or unpaid leave for an entire pay period shall not be considered time worked for this purpose.
2. Employees hired on or after June 1, 1981 shall accrue, but not be paid for, unused vacation credits until completion of their initial probation period with the City.
3. Department Head Approval: No vacation absence with pay may be taken without approval by the department head or designee. The department head 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.

4. Vacation may not be used when an employee is absent for personal medical reasons and has sick leave available.

C. Accumulation Limit

An employee may accumulate vacation credits in an amount up to twice his/her annual vacation allowance. Vacation credit earned beyond the maximum is forfeited, with the following exception:

When any written request by an employee to take a vacation is refused or not acted upon by the department head, 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.

D. Annual Conversion

1. At the end of each payroll year, an eligible employee may convert up to 40 hours of unused vacation time into cash, payable at the base salary rate in effect at the time of conversion. Such conversions shall be made concurrently with the annual conversion of sick leave.
2. To be eligible, an employee must have completed his/her initial probation period; must have actually taken (not converted) at least 80 hours of vacation in the preceding payroll year; and must have at least 80 hours of vacation remaining after such conversion.

E. Separation From Employment

An employee, except one on his/her initial probation period with the City, who separates from employment by resignation, layoff, or otherwise, shall be paid 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 379: SICK LEAVE

- A. Each regular full-time employee (40 hours per workweek) shall earn and accumulate 3.69 hours of sick leave for each pay period in which the employee has worked at least one full regular work shift. 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.

Effective July 1, 2015, each employee regularly scheduled to work less than 40 hours per workweek shall accrue sick leave at the rate of three hours per pay period, up to a maximum accrual of 48 hours at any one time. For employees who were eligible to accrue sick leave without limit prior to July 1, 2015, the 48 hour cap shall not apply. Any employee who converts from a regular forty-hour workweek to a workweek of less than forty hours, shall retain for use all of his/her accrued sick leave balances at the time of the workweek reduction.

B. Sick Leave Usage

Sick leave is provided so that employees will not suffer financially because of inability to work due to bona fide illness or injury. 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.

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

1. Absences relating to the health or welfare of the employee:
 - a. Personal illness or physical incapacity;
 - b. Medical or dental appointments;
 - c. Forced quarantine in accordance with community health regulations.
 - d. For the purposes under Labor Code section 230 and section 230.1 to make necessary arrangements for the safety and welfare of the employee in cases of domestic violence, sexual assault or stalking.
2. Absences relating to the health of the employee's family:
 - a. Health conditions of or medical or dental appointments for the employee's family members as required by law in a total amount not to exceed 48 hours in a payroll year.
 - 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, for up to 96 hours.
 - c. The serious health condition of a family member which qualifies under the FMLA, provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for FMLA.

In no event shall the total time taken pursuant to 2a, 2b and 2c exceed 480 hours in any 12-month period. This maximum limit of 480 hours shall be reduced by any time taken pursuant to the employee's own 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 the 90th day of City employment . No payment for sick leave shall be made without the approval of the department head.
2. Appointments for medical, dental or vision care shall be made on the employee's day off when practicable. Sick leave shall only be authorized for such purposes when an employee is unable to take care of such appointments on his/her day off.
3. Prior to resuming work after taking three or more consecutive shifts of sick leave, an 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. 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 certification from the family member's attending physician of the medical condition during the length of absence for which paid leave is requested. 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 shifts (not to exceed 27 hours) and such absence shall not be charged to sick leave. An employee may also use two shifts (not to exceed 18 hours) of accumulated sick leave per incident for bereavement purposes, and the City Manager may authorize up to an additional five shifts (not to exceed 45 hours) 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

Employees hired on or after June 29, 1996 are not eligible for this conversion program.

1. A person who has been regularly employed by the City for the full preceding calendar year and has at least 24 hours of unused sick leave remaining from the preceding payroll year, may convert a fixed percentage of the unused portion of those 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 or up to 50% vacation and up to 10% cash to be paid at the employee's base salary rate.

F. Payment for Unused Sick Leave Upon Separation

Payment for unused sick leave upon separation shall be paid to persons regularly appointed to any City classification on or before August 31, 1983 and employed continuously thereafter. All others are ineligible for this benefit.

1. If an eligible employee dies or retires, 55% 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. Such payment will be at the base salary rate in effect at the time of such separation.
 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 the unused balance of all accumulated sick leave credits in excess of 960 hours, to be paid at the base salary rate in effect at the time of such separation.
- G. All sick leave credits not taken as sick leave or otherwise converted shall remain within the employee's accumulated sick leave credits.

ARTICLE ~~38~~40: CATASTROPHIC ILLNESS LEAVE BANK

The City shall maintain its Catastrophic Illness Leave Bank, as provided in Administrative Policy No. 104.

ARTICLE ~~39~~41: WORKERS' COMPENSATION PROGRAM

A. Supplemental Pay

1. Unless employment is terminated, a regular full-time employee absent due to illness or injury resulting from his/her City employment, for which the employee received 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 each absence. This salary payment period shall not extend beyond the date temporary disability payments are terminated. The employee's salary shall be reduced by the total amount the employee receives as temporary total disability payments, and such supplemental pay shall not be charged against his/her sick leave credits. 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 subparagraphs 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.
 4. Employees on injured-on-duty status shall charge absences for doctor, therapy or follow-up visits which occur after July 24, 1995 to injury-on-duty leave - i.e., the supplemental pay program described in this Article.
 5. The City may deny supplemental pay during the first three shifts of temporary disability leave to any employee who, in management's opinion, abuses sick leave. In such circumstances, the employee may elect to use sick leave, vacation or leave without pay. The grievance procedure in such cases shall end with the City Manager.
- 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 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 though he/she were not absent.
- C. Employees shall return to the City all City-funded payments whose value exceeds the employee's regular base salary.

ARTICLE ~~40~~42: 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.

The schedule of an employee whose regular shift is not 8:00 a.m. - 5:00 p.m. shall be considered to be 8:00 a.m. - 5:00 p.m. for each day such an employee is required to attend jury duty. An employee who serves less than seven hours of jury duty on any given day may be required to return to work to complete an eight-hour shift.

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

ARTICLE ~~41~~43: WORK SCHEDULES

A. Time Worked

Each full-time employee shall work or be on approved leave 40 hours during each FLSA work period, and 80 hours during each City pay period. Part-time employees shall work between 20-39 hours per FLSA work period. Employees shall work such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the city.

B. Work Schedules

The work schedules currently in use are generally as shown on Appendix C. The actual schedule worked by an employee, group of employees, work unit, office, division or department is determined by the City, and is subject to change or adjustment according to each department's business needs.

1. An employee's schedule may be changed at any time by the City with 14 days notice, except that any change in the work schedule for the year-end holidays (i.e., Winter Closure) shall be announced before Thanksgiving.
2. During an urgent situation (as determined by the department head or his/her designee), the City may direct the employee to temporarily work a different schedule on a 12-hour notice.
3. An employee who believes that hardship will result from his/her assignment to a particular schedule may appeal to the department head.

C. Alternate Work Schedules

For employees on a work schedule other than the Traditional schedule (see Appendix C), all existing personnel policies, rules and regulations shall continue to apply, except as provided below. If any conflict or problem results from applying these exceptions, the existing policies, rules and regulations as described elsewhere in this Agreement shall prevail.

1. Paid Leave

Employees shall continue to accrue vacation and sick leave in accordance with the current accrual rates. When vacation or sick leave is used the employee shall be charged based on actual time taken, calculated hour-for-hour.

2. Holidays

a. An employee on a 9/80, a 4/10 or a 3/12 work schedule shall receive a paid holiday of nine hours for each holiday (defined in Article ~~35A~~36A) that falls or is observed on the City's synchronized nine-hour workday, or eight hours if the holiday falls or is observed on the City's synchronized eight-hour workday. When a holiday falls on the City's synchronized Friday closure day, such employees shall not receive any holiday pay or additional time off for that day.

b. Saturday Holidays - When a holiday falls on a Saturday following a synchronized 9/80 closure day, an employee on a 9/80 schedule shall be permitted an absence from work with nine hours pay if taken on that employee's regularly scheduled nine-hour workday, or eight hours pay if taken on that employee's scheduled eight-hour workday. All employees who work a 4/10 or a 3/12 schedule shall be permitted an absence from work with nine hours pay. Such absence shall be taken on any regular workday between the Monday immediately following the holiday and the second working Friday in December of that calendar year. The specific day off is subject to approval of the department head.

If the Saturday holiday does not follow a 9/80 Friday closure, employees on a 9/80, a 4/10 or a 3/12 schedule shall be permitted an absence from work with eight hours pay within that same pay period.

c. **Effective July 1, 2020, this section (Article 43, C, 2) shall no longer be in effect and shall be replaced with Article 37.)**

3. Overtime

- a. The parties intend that implementation of an alternate work schedule does not create any additional overtime obligation under this Agreement or the FLSA.
- b. For employees who work without regard to holidays for CalPERS purposes, all briefings, meal periods and breaks are included within the work shift, and are considered time worked for the purpose of calculating eligibility for overtime compensation. Any such employee shall not be entitled to overtime compensation if his/her duties or responsibilities preclude him/her from taking a meal period or break.

4. Training Conference Leave

- a. When an employee attends a seminar, conference or training which requires less time than normally worked (e.g., an employee whose shift is nine hours attends a training seminar of eight hours duration) the additional time away from the City shall be charged to the employee's vacation or comp time account or to unpaid leave if no paid leave is available. Alternatively, the employee and his/her supervisor may make a schedule adjustment to ensure no compensation is lost. Travel time shall be compensated pursuant to applicable law.
- b. When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that he/she is eligible for overtime while attending the conference or training.

5. Military Leave

An employee granted military leave shall not be granted overtime when such leave extends beyond the employee's regularly scheduled workdays per week to his/her regular day off.

6. Jury Duty

An employee granted jury duty leave shall not be granted overtime when such leave extends beyond the employee's regularly scheduled workdays per week to his/her regular day off.

7. Injury on Duty

While an employee is on injury on duty status, his/her work hours will be 8:00 a. m. to 5:00 p. m., Monday through Friday, so there is no issue that

he/she is eligible for overtime while receiving treatment or keeping doctor's appointments.

8. Employees shall schedule all nonemergency, nonurgent medical and dental appointments on the employee's regular day off when practicable.
9. Effective March 24, 2007, employees assigned to the Downtown Cleanup crew who work a 9/80 work schedule and begin their regular workday at 3:00 a.m. shall be entitled to receive Graveyard Shift differential pay as specified in Article 16: Increment Pay, paragraph A.1.b.

D. Daylight Savings Time

The City shall adjust work schedules to avoid any loss or gain in compensation which may result from changing to or from Daylight Savings Time.

ARTICLE ~~42~~44: WORK SCHEDULE REDUCTION

Where service to the public permits a full-time employee may reduce his/her work schedule. Such reductions must result in cost savings to the City and are subject to approval by the City Manager, the Director of Human Resources, and the affected department head.

A work schedule reduction can take either of two forms:

1. The policy regarding time off will be relaxed to allow employees to take unpaid time off in lieu of vacation; insurance, increment pay, leave accruals and retirement will not be affected. This will be subject to the following:
 - a. Unpaid time must not exceed 10% of any pay period.
 - b. An employee will not be allowed to exceed his/her vacation maximum. In other words, when the employee is at or near the vacation accumulation limit, vacation must be used and unpaid time will not be authorized.
 - c. Taking unpaid time shall not result in overtime pay or comp time.
2. When an employee wants to take off more than 10% of the time, he/she may, at the discretion of the City, reduce his/her schedule to three quarter time or half time. In this category, there is no reduction in insurance benefits but paid leave accruals, increment pay and tuition reimbursement are reduced to three-quarter or half-time and CalPERS service credit is reduced accordingly. Sick leave accrual shall be at the rate applicable to less-than-full-time employees under Article ~~37~~39, Section A during the work reduction

3. To be eligible for this program, an employee must have passed his/her original probation period.

ARTICLE ~~43~~45: TEMPORARY EMPLOYEES

Persons temporarily hired into classifications represented by the Federation who work equal to or in excess of 80 hours per pay period for six consecutive months shall be converted to regular employee status.

ARTICLE ~~44~~46: BENEFITS FOR PART-TIME EMPLOYEES

- A. Persons appointed on a part-time basis after June 30, 1989 shall receive only the benefits listed below:

Event	Benefit
Upon appointment	Eligible for the following on a basis proportionate to hours worked - i.e., 50% or 75% of the full-time rate – under the same rules and practices which apply to full-time employees: <ul style="list-style-type: none">a. Increment Payb. Tuition Reimbursementc. Uniform Allowanced. Jury Duty Paye. Tool Allowance/Reimbursement

Eligible to accrue and use vacation credit in accordance with the following table and existing rules and practices:

<u>Amount of Current Service</u>	<u>Number of Hours – Biweekly</u>	
	<u>50% Employee</u>	<u>75% Employee</u>
< 5 years	2.000	3.000
≥ 5 years	2.310	3.460
≥ 10 years	2.465	3.698
≥ 11 years	2.620	3.930
≥ 12 years	2.770	4.155
≥ 13 years	2.925	4.387
≥ 14 years	3.080	4.620

Vacation credits may be used in accordance with the provisions of Article ~~36~~~~38~~~~A2~~, B1, B3, C and E.

Sick leave shall accrue at the rate applicable to less-than-full-time employees under Article ~~37~~~~39~~, Section A.

Employees who regularly work 30 or more hours per week, or assigned to a City position requiring coverage under the Affordable Care Act, shall be eligible to receive the same contribution to the City's health insurance plan as the City contributes for full-time employees.

The City shall have the option to provide greater benefits or to provide the above benefits at an earlier date to a person employed in an FLSA exempt classification, as listed in Appendix A.

- C. If a part-time employee becomes full-time, the time served as a part-time employee shall be counted for purposes of vacation accrual.

ARTICLE ~~45~~~~47~~: PAYROLL SYSTEM

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 calendar 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.

Each affected employee shall participate in the City's direct deposit payroll program.

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.

ARTICLE ~~46~~~~48~~: VENDING MACHINES

The Federation may use City property and utilities to provide vending machines for use by affected employees, and the Federation shall receive the profits therefrom. The City retains the right to approve any changes in location or number of vending machines.

The Federation shall hold the City harmless from the existence of any and all such vending machines and from the use and operation thereof; from the consumption of any product dispensed thereby; and from any malfunction, personal injury, property damage or accidents resulting from the existence, use or operation thereof.

ARTICLE 4749: UNIT ~~SECURITY~~MEMBERSHIP

A. Dues Check-off

1. Federation membership dues or service fees shall be deducted by the City from each employee's paycheck. The City shall promptly transmit the dues and fees so deducted to the Federation. There shall be only one Federation deduction per pay period per employee.
2. The Federation shall notify the City, in writing, as to the amount of dues and fees required of all employees. Once per fiscal year, the City will, upon written request of the Federation, change the amount of the Federation deduction to reflect any change in Federation dues or fees. Any other changes in the Federation deduction amount(s) shall be made only upon written request of the employee via the City-authorized payroll deduction card.
3. Whenever the Federation notifies the City that there has been a change in the amount required to be deducted for dues or fees, the Federation shall provide certification that the employees have been notified of such change.
4. The City assumes no responsibility for keeping itemized records of deductions.
5. The City shall provide the Federation a monthly list of regular employees newly hired into classifications represented by the Federation.
6. When a prospective employee whose position is represented by the Federation is checked in by the Human Resources Department, he/she will be given an information packet concerning Federation membership. The Federation will provide this packet to the City. The design and packaging of the information are subject to City approval.

B. New Employee Orientation

The parties acknowledge that the City provides new employee orientation (onboarding) to each new employee hired by the City. The FMEF will be provided with not less than 10 calendar days' advanced notice of the time, date, and location of the onboarding of any new employee represented by the FMEF. The FMEF will be given 15 minutes at the end of the new employee onboarding in a room designated by the City for no more than one (1) FMEF representative to present FMEF membership information to the onboarding employee or employees. Human Resources staff will not be present during the FMEF portion of the onboarding. For the purpose of training, the FMEF may have two representatives participate in orientation process with prior approval of the City.

The FMEF will maintain a Membership Committee comprised of representatives authorized by the FMEF to present the membership information to new employees. Employees eligible to serve as committee members shall be working in positions that allow the employee to leave his/her work station for the purpose of participating in the onboarding without disruption or stoppage of City business or without creating a need to reassign or reschedule a City work crew. The FMEF shall notify of the City of employees appointed to the Membership Committee.

The City will provide appropriate Release Time not to exceed 30 minutes to the FMEF Membership Committee representative presenting the FMEF membership information during a scheduled onboarding. Upon assignment of a member to an onboarding event, the FMEF shall advise the Membership Committee member's immediate supervisor at least five (5) days prior to the onboarding. The FMEF Membership Committee member shall be released for this purpose unless unusual operational needs interfere with such release in which case the FMEF representative's immediate supervisor will provide a written explanation of why release could not be approved. If the FMEF Membership Committee member is not released due to department operational needs and no other Membership Committee member is available for the onboarding, the FMEF Membership Committee member may arrange an alternative date and time to meet with the newly hired employee within the first two (2) weeks of employment, subject to the 30-minutes onboarding and FMEF Release Time requirements as stipulated above.

C. Employee Contact Information

The City shall provide the FMEF with City maintained information concerning new employee name, job title, department, work location, work telephone number, home telephone number, personal cellular telephone number, personal email address, and home address within 30 days of hire.

In addition, on a quarterly basis, the City will provide the FMEF with a digital file containing the same information for all employees in FMEF represented classifications.

~~B. Agency Shop~~

- ~~1. The parties mutually understand and agree all affected employees have the right to join or not join the Federation. However, as a condition of continuing employment, employees must either join the Federation or pay to the Federation a service fee in lieu thereof. Such service fee shall be established by the Federation, and shall not exceed the standard initiation~~

~~fee, periodic dues and general assessments of the Federation for the duration of this Agreement.~~

~~2. This provision is implemented pursuant to California Government Code §3502.5. The Federation agrees to adhere to all statutory and legal requirements related thereto.~~

~~3. Pursuant to California Government Code §3502.5(b), the Agency Shop provisions contained in this Article may be rescinded by a 2/3 vote of all the employees in classifications covered by this Agreement.~~

~~4. Federation Dues/Service Fees~~

~~a. The City shall notify all employees that the City has an Agency Shop agreement with the Federation, and that all employees subject to the Agreement must either join the Federation, pay a service fee to the Federation, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Federation dues or a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to Human Resources.~~

~~b. If the form is not completed properly and returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Federation dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.~~

~~c. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Federation dues and service fees.~~

~~5. Religious Exemption~~

~~Any affected employee who is a member of and adheres to the established and traditional tenets or teachings of a bona fide religion which has historically held conscientious objections to joining or financially supporting a public employee organization, and which is exempt from taxation under the provisions of the Internal Revenue Code shall, upon presentation of verification of active membership in such religion, be permitted to make a charitable contribution equal to the service fee in lieu of Federation membership dues or service fee payment. Authorized charitable organizations are United Way, Community Health Charities and the American Lung Association. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Federation within 14 calendar days of receipt by the City. The Federation shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only.~~

CD. Indemnification

The Federation shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any liability or claim of liability that arises or is claimed to arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE 4850: PERSONNEL FILES

- A. Each department shall keep a personnel file for each affected employee within that department.
- B. An employee shall have the right to inspect and review his/her file at reasonable intervals.
- C. A copy of any commendations, written warnings or reprimands, disciplinary action, personnel action forms and performance reviews placed into the employee's personnel file shall be provided to the employee.
- D. An employee shall have the right to respond in writing to any information contained in his/her file. This reply shall become a permanent part of the file.
- E. Upon written request from the employee, any adverse material and references thereto which resulted in non-Skelly discipline (i.e., letters of reprimand, letters of counseling and supervisor action reports, but not performance reviews) shall be removed from the file under these conditions:

1. There has been no recurrence of similar conduct or other documented unacceptable conduct within the subsequent five years.
2. There is no discipline currently pending and the employee is not on notice to improve.

ARTICLE ~~49~~51: 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 Federation, 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. "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 the 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 Federation agree that every effort shall be made by the City and the Federation 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. In addition to the policy described above, a substance screen shall be administered when an employee takes a medical exam for the Department of Motor Vehicles operator's license. This exam is currently required of employees who must have a Class A, B or C license with a Hazardous Materials Endorsement, or a Class C license with Special Certificates.
- F. The City shall have the right to implement the U.S. Department of Transportation regulations for random drug and alcohol testing of employees who are subject to these regulations.

ARTICLE ~~50~~52: USE OF TOBACCO

In addition to the policy set forth in City directives, affected employees shall not use tobacco products in any form inside City buildings, structures, vehicles, and/or in plain view of the public while on duty.

ARTICLE ~~51~~53: CONTRACTING OUT

The City shall meet-and-confer with the Federation on the potential impact on affected employees of a "City decision" to "contract out" when such a decision would affect the wages, hours or working conditions of affected employees in budgeted positions. The meet-and-confer process shall commence at such time as the City Council receives a study on the advisability of going out to bid for this purpose. The study shall be submitted to the FMEF president within 48 hours of Council's receipt of the study.

This provision shall in no way diminish the City's right to contract and sub-contract as provided in Article 2.

ARTICLE ~~52~~54: LAYOFFS

If the City decides layoffs are necessary, the parties shall meet-and-confer to discuss alternatives to layoffs.

Should layoffs cause bumping, the reverse order of the normal line of promotion may be used for the bumping process. The normal line of promotion is the normal upward promotional path from one position to the next. See "Normal Line of Promotion" Human Resources Department Policy/Procedure, No. 061, which augments the City's Personnel Rules contained in Resolutions 8485 and 8521.

The City will meet informally with FMEF as early as possible to discuss potential layoffs, prior to making any decision to lay off employees. FMEF agrees that this/these meeting(s) are not formal negotiations, and are not subject to impasse procedures or any of the other requirements of the Meyers-Milias-Brown Act (Gov. Code section 3500, et seq.). The parties further agree that if the City decides to lay off employees, the terms of Article 54 shall apply. The parties further agree that Article 54 remains in full force and effect and nothing in this agreement impacts or limits Article 54 in any way whatsoever.

ARTICLE ~~53~~55: DISCIPLINARY ACTION

In addition to the procedures set forth in current policy and practice, an employee may elect, when offered by the City, to reduce his/her vacation balance in lieu of suspension.

There shall be no reference to sick leave use in unrelated discipline cases.

Appeals:

- A. When an employee seeks to appeal disciplinary action (following the provision of all procedural safeguards required to be provided prior to the imposition of discipline) he/she shall initiate the formal Grievance Procedure by filing a written grievance at the level of the authority which has effectively imposed the discipline. This appeal must be received by said authority within 14 calendar days after the employee's receipt of the document which imposes such discipline.
- B. Should an employee wish to appeal the consequences of disciplinary action beyond the City Manager stage, he/she shall submit his/her written request for arbitration to the City's Human Resources Director within 14 calendar days following receipt of the City Manager's written decision.
- C. The only discipline cases that can go beyond the City Manager level are appeals from disciplinary action where the Skelly procedure was utilized. Performance appraisals shall not be appealed beyond the City Manager level.
- D. Appeals of disciplinary action may be filed only by an employee or the Federation with the employee's written consent.

ARTICLE 5456: GRIEVANCES

- A. Purpose: To provide a means by which employee grievances may be considered, discussed and resolved at the closest possible level to the point of origin.
- B. A grievance is any dispute concerning the interpretation or application of this Memorandum of Agreement, the City's Personnel Rules, or of departmental rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours and other terms and conditions of employment.

A grievant is an employee or the Federation. An employee may proceed with or without his/her Federation representative.

Grievances shall be presented in accordance with the procedures set forth below and as provided in paragraph E. Grievances shall be waived for all purposes if not presented to the supervisor within 14 calendar days from the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.

- C. Informal procedure: A grievant shall first discuss the issue with the employee's immediate supervisor without delay. If the problem is not resolved to the grievant's satisfaction, he/she shall have the right to discuss the grievance with the supervisor's immediate superior. Every effort shall be made to resolve the problem in this manner.

- D. Formal procedure: If informal efforts have not been successful in resolving the grievance, the grievant may submit an appeal in writing within seven calendar days of the response given in the informal procedure.

To the best of the employee's ability, the written appeal shall contain an explanation of the issue(s) in dispute as well as a proposed remedy. The appeal shall set forth the date of the informal discussion.

1. First level of appeal: The appeal shall be submitted to the grievant's immediate supervisor, who shall render a decision and comments in writing within seven calendar days of receipt of the appeal.

Failure of the employee to take further action within seven calendar days after receipt of the first level decision or within a total of 14 calendar days if no decision is rendered will bar further consideration.

2. Department review: Upon receipt of the appeal, the department head should discuss the grievance with the grievant, his/her representative, if any, the supervisor and the Director of Human Resources. The department head shall render his/her decision and comments in writing and return them to the grievant within seven calendar days after receiving or hearing the appeal, whichever occurs later.

If the grievant does not agree with the decision reached, or if no answer has been received within seven calendar days, he/she may present the appeal in writing to the City Manager. Failure of the employee to take further action within seven calendar days after receipt of the decision, or within a total of 14 calendar days if no decision is rendered will bar further consideration of the appeal.

3. City Manager review: The City Manager shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a committee or officer not in the employee's normal line of supervision to advise him concerning the appeal. The City Manager shall render a decision in writing to the employee within 14 calendar days after receiving or hearing the appeal, whichever occurs later.

4. Grievance Mediation - This procedure is available after the City Manager level of the grievance procedure is completed.

- a. Either party not satisfied with the City Manager's decision may, within 14 calendar days following receipt of the City Manager's decision, submit a written request to the other party for mediation of the dispute. Mediation shall be voluntary by both the City and the grievant.

- b. Grievance mediation is a supplement to, and not a substitute for, the steps of the grievance procedure outlined in this Article. Any deadlines for the grievance procedure shall be tolled to permit the grievance to proceed to arbitration should mediation be unsuccessful.
 - c. If the parties agree to mediation, a request shall be submitted to the California State Mediation and Conciliation Service ("CSMCS") in writing. If the CSMCS is unable to serve in a timely manner, the parties shall agree on another mediator. Any costs of the mediator or the mediation process shall be divided equally between the City and the grievant.
 - d. The function of the mediator shall be to attempt to assist the parties to achieve a mutually satisfactory resolution of the dispute. The mediator has no authority to compel resolution of the grievance.
 - e. Proceedings before the mediator shall be informal and the Rules of Evidence shall not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. Nothing said or done by the parties or the mediator during the grievance mediation session can be attributed to the other party in any subsequent arbitration, court or government agency proceeding.
 - f. The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
 - g. In the event that no settlement is reached during the mediation process, the mediator may provide the parties, either in separate or joint session, with an oral advisory opinion unless both parties agree that no such opinion is necessary.
 - h. If a satisfactory resolution of the dispute is achieved, the parties shall sign a written statement to that effect and thus waive the right of either party to any further appeal
 - i. If either party does not accept the mediator's opinion, the matter may then proceed to an arbitrator in the manner and form provided in this Article. Such arbitration hearings will be held as if the grievance mediation had not taken place. The mediator may not serve as the arbitrator
5. Arbitration - if either party (subject to the provisions of E6 below) so requests, a professional arbitrator shall hear the grievance on its merits for the purpose of attempting to resolve the dispute in a satisfactory manner.

Such requests for arbitration must be filed in writing with the Director of Human Resources within 14 calendar days following receipt of the City Manager's written decision. Failure to do so will bar consideration by an arbitrator. Selection of the arbitrator shall be in accordance with procedures acceptable to both parties.

This paragraph shall not diminish the City Council's authority to review the arbitration decision.

The City Council shall have the right to refuse arbitration if, in its judgment, the issue to be submitted to arbitration has recently been reviewed by a professional arbitrator.

6. The arbitrator, after hearing all pertinent evidence and testimony, shall make recommendations to the City Manager and the parties involved.

The arbitrator shall limit his/her findings and recommendations strictly to the interpretation or application of this Agreement or of Rules and Regulations governing personnel practices or working conditions, or the practicable consequences of a City rights decision on wages, hours and other terms and conditions of employment, and shall make no recommendation:

- a. Contrary, or inconsistent with or modifying or varying in any way the provisions of the Employer-Employee Relations Resolution.
- b. Inconsistent with the City's duties, responsibilities, or obligations as provided by law.
- c. Recommending any wage increase or decrease.
- d. Recommending the payment of back wages for more than 14 calendar days prior to the date the grievant knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.

The arbitrator shall make no recommendation reversing, overruling, or otherwise modifying any City decision or omission except after finding 1) the City decision violated some express provision of the Resolution or 2) the City decision or omission was, under the circumstances, arbitrary, capricious, discriminatory or otherwise unreasonable.

7. If either party is still in disagreement, it may request that the City Council decide the matter. Such requests must be filed in writing with the Human Resources Director within 35 calendar days from the date that party was served with the arbitrator's recommendations.

The City Council shall be guided by the arbitrator's recommendations in reaching its decision. The Council shall act upon the arbitrator's recommendations within 91 calendar days of the Director of Human Resource's receipt of a request for it to do so. The City shall notify the employee of the Council's action by first class mail. Such notice shall be postmarked no later than three calendar days after the Council action.

E. Conduct of Grievance Procedure:

1. The time limits specified above may be extended to a specified date by mutual written agreement of the parties concerned. Unless so extended, failure to timely process a grievance shall bar further processing of such grievance.
2. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
3. The grievant and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or department head in conferring on and presenting the appeal. However, no employee shall absent him/herself without first being excused by his/her supervisor.
4. Employees shall be assured freedom from reprisal for using the grievance procedure.
5. The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of this Agreement.
6. With the exception of any arbitrator, administrative, and court reporter's appearance fees and the costs of transcriptions, the expenses of arbitration shall be borne equally by the City and the Federation. With regard to the arbitrator, administrative, and court reporter appearance fees and the costs of transcriptions, the City shall pay these expenses if the arbitrator sustains the grievance; however, if the arbitrator denies the grievance, the Federation shall pay these expenses. In the event there is no prevailing party, the parties shall bear these specific expenses equally.

The parties recognize that pursuant to Jones v. Omnitrans (2004) 125 Cal. App.4th 273; 22 Cal. Rptr.3rd 706 only the Federation may pursue arbitration on behalf of an employee. As such, the Federation is responsible for the costs of the arbitrator, not the individual employee. (The parties recognize that the case of Florio v. City of Ontario (2005) 130 Cal. App. 4th 1462; 30 Cal. Rptr. 3rd 841 does not apply to this cost sharing provision.)

7. For purposes of this Article, "receipt" shall be defined as personal delivery or seven days after deposit in the U.S. mail certified.

ARTICLE ~~55~~57: STAFFING

The City has the right to convert up to seven positions to nonregular status following routine attrition. This right is separate and distinct from any staffing changes made as a result of any other management rights decisions to reduce the number of regular employees; e.g., Contracting Out (Articles 2 and ~~51~~53) or Layoffs (Articles 2 and ~~52~~54).

ARTICLE ~~56~~58: PERSONNEL RULES

The City's Personnel Rules (currently contained in Resolution No. 8485) shall be modified as follows, for employees appointed on or after October 12, 2002:

Section 12.A: Probationary Period – Duration

Original:	12 months
Promotional:	6 months
Lateral:	N/A
Rehire:	3 months
Extension #1:	2 months
Extension #2:	2 months
Maximum:	16 months

Section 15.C: Advancement of Base Salary Step

A newly appointed employee may be increased to the next step upon successful completion of the probation period.

ARTICLE ~~57~~59: SAFETY REST PERIOD

A. An employee shall be granted an authorized safety rest period after being on duty sixteen (16) or more consecutive hours, excluding meal time breaks, if the employee so requests such a rest period.

- 1. An employee who takes an authorized safety rest period during hours that would be part of his/her regularly scheduled work shift shall be allowed, at his/her option to go on authorized unpaid status or use accrued vacation leave or compensatory time off for the rest period hours that overlap with the employee's regular work shift.**

2. If the employee is a Class A or Class B licensed driver, the rest period shall be at least 10 hours.
3. If such an authorized safety rest period overlaps an employee's regular work shift, the rest period must be structured such that it encompasses the balance of the impacted work shift, or with management approval, returns the employee to work at for least four hours of the regular work shift.
4. When possible and upon mutual agreement, an employee may be allowed to alter his/her impacted work shift to begin later in the day, thus eliminating or reducing the impact of the authorized safety rest period.

B. Effective July 1, 2013, an employee may be required to take a safety rest period under any of the following circumstances:

1. If deemed necessary to ensure adequate staffing levels for regular work shifts.
2. If deemed necessary to ensure availability of Class A or Class B licensed drivers.
3. If deemed necessary to protect the health and safety of the employee or his/her coworkers.
4. As required by law, statute, ordinance or regulation.

If an employee is required to take a safety rest period during hours that are part of his/her regularly scheduled work shift he/she shall be paid at his/her regular rate of pay for those hours of the required safety rest period that overlap his/her regularly scheduled work shift.

~~Effective October 1, 2011, an employee who takes an authorized or required safety rest period during hours that would regularly be part of his/her regularly scheduled work shift shall be allowed, at his/her option to go on authorized unpaid status or use accrued vacation leave or compensatory time off for the rest period hours that overlap with the employee's regular work shift. For purposes of eligibility for overtime compensation, such unpaid leave during the regular work shift shall be deemed to be "hours worked."~~

Appendix A: Federation Salary Schedule

Appendix B: Exceptional Performance Pay Policy Section 053

Appendix C: Federation Work Schedules

~~Appendix D: Health benefit plan changes effective January 1, 2016~~

DATE: ~~October 20, 2015~~

FOR THE FULLERTON MUNICIPAL
EMPLOYEES FEDERATION

FOR THE CITY OF FULLERTON

~~Rex Davidson~~
President

Gretchen R. Beatty
Director of Human Resources

~~Freddie Jaimes~~
1st Vice President

~~Julia James~~
Director of Administrative Services

~~Marlena Pertgen~~
Director, Clerical

~~Phil Hernandez~~
Director, Maintenance