

AGREEMENT
BETWEEN THE CITY OF FULLERTON AND THE
FULLERTON MANAGEMENT ASSOCIATION,
FOR THE PERIOD JULY 1, ~~2015-2019~~ TO JUNE 30, ~~2019~~**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 Management Association (hereinafter referred to as the "Association"). The Association is the recognized majority representative of the non-sworn management bargaining unit (i.e., persons employed in classifications listed in 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 Association have met and conferred in good faith concerning compensation, hours and other terms and conditions of employment of affected employees, and have reached an Agreement that shall be submitted to the City Council for approval. Following approval, this Agreement shall be implemented by action of the Council or City Manager by appropriate ordinances, resolutions or other directives.

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

ARTICLE 2: TERM - EFFECTIVE DATES

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

The effective date of each Article is July 1, ~~2015-2019~~ unless otherwise stated.

ARTICLE 3: 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 proposal to bargain.

ARTICLE 4: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment within the lawful scope of representation of the Association presently enjoyed by affected employees shall remain in full force and effect during the term of this Agreement.

ARTICLE 5: 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 6: CITY REVENUES

The Association will, without obligation, encourage its members to shop in Fullerton.

ARTICLE 7: SALARY

~~Effective the first full pay period after July 1, 2015, all classifications in the bargaining unit shall receive a 4% 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% across-the-board on-schedule salary increase.~~

The schedule of base salary rates and the allocation of classes to salary ranges shall be as contained in Appendix A.

~~A. Discretionary Personal Leave hours accrued under the program eliminated in the previous agreement will be available for employee use until such time as the employee depletes the accrued hours or 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 8: INCREMENT PAY

A. Shift Differential Pay

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. Eligible employees are only those regularly appointed to any Library position effective on or before June 28, 1985 as well as those regularly appointed to any full-time Library position after that date.

B. Emergency Duty Pay

A person regularly employed in a classification listed below (or any other as ordered by the City Council) shall be compensated at his/her base hourly rate when required to return to work for emergencies and/or to be held over for emergencies, as determined by the department head:

Building & Facilities Supervisor	Sewer Supervisor
Equipment Supervisor	Street Supervisor
Jail Supervisor	Water Distribution Supervisor
Landscape Supervisor	Water Production Supervisor

C. Bilingual Pay

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

1. The employee is required, as part of his/her regular public contact duties, to speak and/or translate by reading/writing one or more languages other than English.
2. The employee must pass a language skills test approved or administered by the City.

D. Overtime Pay

All represented classifications are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

E. Deputy Director Assignment Pay

An employee shall receive, in addition to regular pay, Deputy Director Assignment Pay equal to 10% of his/her base hourly rate for any pay period during which he/she is assigned to deputy director duties and responsibilities in

addition to duties and responsibilities of his/her regular classification subject to the following:

- A. City has the unilateral right to assign an employee to the duties of a deputy director and to remove him/her from that position without cause or right of appeal.
- B. Determination of an employee's eligibility for a deputy director assignment shall be at the discretion of the Department Head and shall be based on employee performance, demonstrated readiness, and workload.
- C. Deputy director assignments may be rotated among similarly eligible employees within a department at the discretion of the Department Head.
- D. Any and all deputy director assignments must be approved in advance by the City Manager.
- E. Only one employee per department may be assigned as a deputy director at any one time, except that, at the recommendation of the Department Head and approval by the City Manager, up to two employees may be assigned as a deputy director if two departments are consolidated to one.
- F. City reserves the right to make no deputy director assignments within a department.
- G. City reserves the right to make no deputy director assignments within the City.
- H. An employee receiving deputy director assignment pay shall not be eligible for Acting Pay provided for in City Personnel Rules, Resolution 8485, Section 8 (B)(3).

ARTICLE 9: 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 10: EXCEPTIONAL PERFORMANCE PAY

Affected employees shall be eligible for the Exceptional Performance Pay Program.

ARTICLE 11: TUITION REIMBURSEMENT

A. Objective

The tuition reimbursement program is designed to encourage employees to continue their career 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

1. The Director of Human Resources or his/her appointed representative shall:
 - a. Review written applications submitted by employees through their department heads.
 - b. Grant approval by either certifying the acceptability of majors, courses and expenditures, or suggesting those courses which will qualify the employee for tuition reimbursement.
 - c. Consult with department heads and school authorities on the development and establishment of criteria and standards.
 - d. Render a decision on pre-enrollment approval and/or tuition reimbursement forms within 60 days of receipt by Human Resources.
2. If approval is denied, the employee may submit a written appeal within 30 days to an education review committee consisting of three members appointed by the City Manager. The decision of the committee shall be final and binding on all parties, subject to their right to seek judicial review, and the decision shall not be subject to the grievance procedure.

C. Eligibility

1. All regularly appointed employees who have passed their initial probation period are eligible to receive tuition reimbursement. Courses must: commence after passing 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 college or university courses when the specification for the classification calls for high school graduation.
2. Courses must be (except where noted below in paragraph 5) approved by one of the regional accreditation associations recognized by the Council for Higher Education Accreditation (**CHEA**). Credits for non-classroom assignments such as life experience and military training are not reimbursable.
3. A course must be: 1) related to the employee's current classification; 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. Job-related seminars, courses or conferences for which an academic grade or units of academic credit are not given are eligible with pre-approval from the department head and the Human Resources Department.
6. Courses related to the use of employee-purchased City-approved computer equipment may be authorized under the tuition reimbursement program if pre-approval is granted before commencement of a non-accredited class.
7. 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.
8. To certify eligibility, a fully completed preapproval 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). Expenses for parking, travel, lodging, meals, transcript fees, materials and any other costs are not reimbursable.
3. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University, Fullerton, with a maximum of \$2,500 per fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any 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 from the attendant institution, fees paid and grade achieved to have their request for reimbursement considered. These documents must accompany the reimbursement request form.
5. Upon separation from employment, employees shall reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who receive a service or disability retirement (as defined in Article 17(-B)(4)), who are laid off by the City or who separate as a result of a City/departmental reorganization.

ARTICLE 12: UNIFORMS

- A. Field maintenance employees shall be eligible to receive up to six uniforms from the City for wear on the job and to/from the job.
- B. 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.

ARTICLE 13: 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, Ontario, Orange, and Santa Ana.

ARTICLE 14: 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.
 2. Employees hired on or after December 23, 2012 who are not “new members” as defined under the Public Employees’ Pension Reform Act of 2013 (Cal. Gov. Code §7522 – 7522.74), hereinafter PEPRA, will have their final compensation calculated based on the provisions of California Government Code §20037. Final compensation shall be calculated based on the average of the highest three consecutive years.
 3. Employees hired on or after January 1, 2013 who are “new members” as defined under PEPRA will have their final compensation calculated based on the provisions of California Government Code §7522.32 (highest average pensionable compensation for 36 consecutive months.)
 4. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).
 5. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code § 21574).
 6. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
 7. 2% @ 55 – Full Formula (Cal. Gov. Code §21354) for employees who are not “new members” as defined by PEPRA.
 8. 2% at 62 formula (Cal. Gov. Code §7522.20) for employees who are “new members” as defined by PEPRA.
 9. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
 10. Credit for Unused Sick Leave (Cal. Gov. Code §20965). An employee who is not eligible for benefits under Article 27(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(a)(2) of the California Government Code] into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.

This 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 PEPRAs are not eligible for this benefit.

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

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

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

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

ARTICLE 15: SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the City and the Association shall meet-and-confer on this subject prior to implementation.

ARTICLE 16: MEDICARE

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

ARTICLE 17: HEALTH INSURANCE

A. Contributions - Employees

- 1. The employee monthly contribution to medical insurance shall be the difference between the employee's selected plan and tier of coverage and the following monthly City contributions:

Single	\$ 450
Two-Party	\$ 925
Family	\$1,300

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

~~1. Effective for coverage in effect on July 1, 2015, each employee will contribute the following monthly amounts toward the payment of premiums for employee and his/her dependents under the employee's selected plan and tier of coverage:~~

Blue Cross			
(Anthem)			
Prudent Buyer	CalCare	Kaiser	
Single	\$540.38	\$ 44.08	\$ 44.08
Two-Party	\$1,217.88	\$ 91.62	\$ 91.62
Family	\$1,773.50	\$ 142.30	\$ 142.30

~~2. For coverage effective January 1, 2016, each employee will contribute the following monthly amounts toward the payment of premiums for the employee and his/her dependents under the employee's selected plan and tier of coverage:~~

Blue Cross			
(Anthem)			
Prudent Buyer	CalCare	Kaiser	
Single	\$668.28	\$ 97.42	\$ 65.94
Two-Party	\$1,513.34	\$ 203.64	\$ 133.92

~~Family \$2,172.56 \$ 302.34 \$ 201.76~~

~~3. Effective as soon as possible after approval of this agreement by the City Council, the Blue Cross (Anthem) Prudent Buyer and the CalCare HMO plans shall be amended to include the benefit plan changes specified on Appendix B.~~

~~4. Effective the pay period beginning May 7, 2016, each employee will contribute the following monthly amount toward the payment of premiums for employee and his/her dependents under the employee's selected plan and tier of coverage:~~

~~Blue Cross
(Anthem)
Prudent Buyer CalCare Kaiser~~

~~Single \$609.76 \$ 68.58 \$ 65.94~~

~~Two-Party \$1,378.14 \$ 143.06 \$ 133.92~~

~~Family \$1,989.96 \$ 215.82 \$ 201.76~~

~~5. For rates effective January 1, 2017 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 (Anthem) Prudent Buyer premium rate decreases, the parties shall meet and confer on this subject only.~~

~~6. 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 17 to be effective on or after January 1, 2017.~~

~~73.~~ 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. Contributions – Retirees

1. For each person regularly employed for 20 cumulative years or more who retires 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 an employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 100% of the employee-only premium.

2. For each person regularly employed for ten or more cumulative 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 an employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 50% of the employee-only premium.
3. For each person regularly employed for five or more cumulative years, but less than 10, and who retires subsequent to December 31, 2002 the City shall pay 25% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree. Persons hired by the City on or after January 1, 2012 shall not be eligible for this benefit.
4. A "retiree" as used in this Article shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from City of Fullerton employment.
5. 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 MediCal or MediCare, whichever occurs first.
6. 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 (SPIL)~~

~~An employee regularly appointed to any City classification who had "single-party only" coverage under a City health insurance plan as of November 7, 1995 and has been employed by the City continuously thereafter, shall receive \$30 per pay period. Such payment shall continue so long as the employee has "single-party only" coverage. Further, persons regularly appointed prior to November 7, 1995 who, as of that date, had "single-party only" coverage under the Blue Cross (Anthem) Prudent Buyer plan will continue to receive the payment described above even if, at some subsequent date, they convert to either "2-party" or "family"~~

~~coverage under the Blue Cross (Anthem) Prudent Buyer plan and then later return to "single-party only" coverage under the Blue Cross (Anthem) Prudent Buyer plan, provided that they will not be eligible to receive the payment during the period they are not receiving "single-party only" coverage. All others are ineligible for this benefit.~~

~~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.~~

C. ~~E.~~ Opt-Out

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

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

- a. The employee must sign a document stating his/her desire to waive medical insurance.
- b. The employee must provide proof of other 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.
- c. The employee may only re-enroll during 1) annual open enrollment, or 2) upon loss of coverage in accordance with the underwriting guidelines for each of the City's health plans. ~~Re-enrollment in the Blue Cross (Anthem) Prudent Buyer plan may be subject to preexisting conditions, if established by the provider.~~

32. The employee will then receive a cash payment equal to ~~50% of the City's reduced cost, including SPIL Pay, if any. The minimum payment shall be \$50 per pay period., and the maximum shall be \$100.~~

D. One Time Medical Reimbursement

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.

E. "Flex Credit" Contribution

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 Association will meet and agree regarding the scope of the Section 125 Plan options for employee use of the "flex credits."

F. Voluntary Benefits Plan

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 18: REIMBURSEMENT ACCOUNT PROGRAM

The City's Reimbursement Account Program (~~except Administrative Memo 321.5~~) shall be made available to affected employees.

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

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

ARTICLE 19: 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 60% of the eligible employee's pre-disability earnings as defined in the policy document, or \$6,000 per month, whichever is less. This maximum benefit shall be calculated in accordance with policy definitions.

ARTICLE 20: LIFE INSURANCE

The City shall provide group term life insurance equal to annual base salary for all affected employees. 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 21: VISION INSURANCE

The City shall provide vision care insurance to employees **and their dependents enrolled in a on the Blue Cross (Anthem) Prudent Buyer and CaliforniaCareCity sponsored medical plans, and to any dependents they have enrolled on the Blue Cross (Anthem) Prudent Buyer or CaliforniaCare medical plan, and** **The City shall contribute toward coverage under this plan** pay the lesser of the premium for such coverage or \$24.88 per month.

ARTICLE 22: DENTAL INSURANCE

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

A retiree, ~~(as defined in Article 17(B)(4),)~~ and his/her eligible dependents may subscribe to a City dental plan by paying the full premium for the coverage chosen.

ARTICLE 23: 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 shall be established. The committee shall meet with City representatives at least four times per year. This committee's functions shall include analysis of plan coverage and cost containment opportunities, the review of alternative approaches to medical insurance, and communications to and from employees, for the purpose of providing reasonably priced medical care. Committee recommendations shall be developed with a view toward including them in this Agreement.

ARTICLE 24: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

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 25: 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 27

ARTICLE ~~25~~26: HOLIDAYS

~~Except~~The provisions in this Article shall be in effect through June 30, 2020 except as provided in Article ~~34-36~~ – Alternate Work Schedules. Effective July 1, 2020, this Article shall be replaced in its entirety by Article 27:

- 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 nonrecurring holiday designated specifically by the President of the United States and/or the Governor of California, and approved by the City Council.
- C. 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.

When a holiday falls on a Sunday, such employee, in lieu of pay for said holiday, shall be permitted an absence from work with pay equal to a regularly scheduled work day on the Monday immediately following said holiday.

- D. An employee with a work week 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 pay equal to one (1) regular work day, in addition to his/her holiday pay.

- E. When an employee is absent from work under circumstances which entitled him/her to receive sick leave benefits for any of said holidays, there shall be no double payment; instead, he/she shall not 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.
- F. An employee in this unit with responsibilities for the production of the City sponsored Fourth of July celebration or First Night celebration, or required to work on the days of the Fourth of July or First Night events managing City facilities rented for private events shall be entitled to receive his/her regular compensation at a one and one half hourly rate for any hours worked on the days of the events which are in excess of the employee's regularly scheduled 40-hour work week. This compensation is limited to only the days of the City sponsored Fourth of July and the First Night events.
- G. **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 27 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 27: HOLIDAY PROGRAM

Effective July 1, 2020, the Holiday provisions in Articles 26 and 36 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. 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 27~~37~~, C. 1. and 2. below. There shall be no additional cash value for holiday leave hours.
 - 1. An employee who 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.
 - 2. An employee 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.
 - 3. 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 ~~26~~28: VACATION

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

<u>Amount of Current Service</u>	Number of Hours	
	<u>Annually</u>	<u>Biweekly</u>
<10 Years	120	4.62
≥10 Years	128	4.93

≥11 Years	136	5.24
≥12 Years	144	5.54
≥13 Years	152	5.85
≥14 Years	160	6.16
≥20 Years	168	6.46
≥25 Years	176	6.77

The City Manager may authorize a new employee to earn vacation credit at any of the rates described above, up to 160 hours annually.

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. 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.

C. Accumulation Limit

An employee may accumulate vacation credits, with the right to take or be paid for if not taken, 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 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 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 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 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 ~~27~~29: SICK LEAVE

A. Each regular full-time employee (80 hours per pay period) 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 workday. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or an unpaid leave of absence for an entire pay period shall not receive sick leave credit for that period.

B. Sick Leave Usage

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

1. Absences relating to the health 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 sections 230 and 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 Family and Medical Leave Act (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 or designee.
2. 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 vacation 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 55% 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.

H. The City Manager may authorize a new employee to have up to 440 hours of sick leave credit. Such credit shall be available only for use as described in B above and shall not be available for any other use.

ARTICLE 2830: MANAGEMENT LEAVE

- A. Each employee shall be eligible for up to 32 hours (36 hours for employees on a synchronized 9/80 schedule) of management leave each fiscal year. Additional time may be granted at the discretion of the employee's department head.
- B. Management leave shall not accrue past the maximum. Unused management leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.
- C. An employee who separates prior to the end of a fiscal year shall have deducted from the final paycheck or vacation balance any management leave that would be considered advance payment.

ARTICLE 2931: WORKERS' COMPENSATION PROGRAM

- A. Supplemental Pay
 - 1. An employee absent due to illness or injury resulting from his/her City employment, for which the employee is eligible to receive temporary total disability payments under California Workers' Compensation laws, shall be paid his/her full salary only for the first 1,040 cumulative hours of absence related to the illness or injury, including absences for medical or therapy. This salary payment period shall not extend beyond the date temporary total disability payments are terminated. Persons employed on a 3/4-time basis shall receive a cumulative total of 780 hours, and persons employed on a half-time basis shall receive a cumulative total of 520 hours.
 - 2. A full-time employee who suffers a temporary disability as a result of what is interpreted under state Workers' Compensation laws as a separate illness or injury, regardless of whether the illness or injury is to the same or a different part of the body, shall be entitled to an additional 1,040 hours cumulative time of supplemental pay (pro rata time if a part-time employee) for each such separate illness or injury.
 - 3. Once the employee has exhausted all of the benefits described in 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.
- B. The anniversary date of any employee who is absent from work as a result of an illness or injury resulting from the performance of duties in the course of his/her employment, shall not be thereby affected as long as he/she is receiving an amount

equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as through he/she were not absent.

ARTICLE ~~30~~32: JURY DUTY

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

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

ARTICLE ~~31~~33: PAYROLL SYSTEM

- A. The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 A.M. every other Saturday, and end at midnight on the second Friday (i.e., 14 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.
- B. Each affected employee shall participate in the City's direct deposit payroll program.

ARTICLE ~~32~~34: SUBSTANCE ABUSE

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, the Association, 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 ability to use City property or equipment safely.
- C. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be

made by the City and the Association 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.

ARTICLE 3335: USE OF TOBACCO

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

The City shall reimburse (up to \$500 per fiscal year) the out-of-pocket expenses of any affected employee who completes a smoking cessation program operated by one of the City's health insurance providers, the employee assistance program, the American Cancer Society, the American Lung Association, or any other bona fide program preapproved by the Director of Human Resources.

ARTICLE 3436: ALTERNATE WORK SCHEDULES

Management unit employees are eligible for the City's alternate work schedule program.

1. 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 25) 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.
2. When a holiday falls on his/her regularly scheduled day off, rather than on a closure Friday, an employee on an unsynchronized 9/80 schedule shall receive the day off with regular pay but will not receive any holiday pay or additional time off for that day.
3. Saturday Holidays - When a holiday falls on a Saturday following a synchronized 9/80 closure day, an employee on a 9/80 work 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 regularly 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.

4. **Effective July 1, 2020, Article 36 sections 1, 2 and 3 regarding holiday observance and time off for employees on alternate work schedules shall no longer be in effect and shall be replaced by the Holiday Leave Program provisions in Article 27.**

ARTICLE ~~35~~37: LAYOFFS

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

ARTICLE 38: NEW EMPLOYEE ORIENTATION

The City will provide the Association with ten (10) calendar days advanced notice of all new employee orientations within the bargaining unit, unless it is unable to reasonably do so because of an unforeseeable urgent need critical to City operations. If such a case arises, the City will provide as much notice as possible to the Association, or make other arrangements for the Association members to meet with the new employee. The Association will select its representative(s) to attend the orientations. When selecting its representative(s), the Association will make reasonable efforts to minimize disruption to the department operational needs. If, due to operational needs, no Association representative is available, the Association will arrange an alternative time for Association to meet with the new employee.

Association member(s) will be provided up to 15 minutes at the end of the orientation to present membership information regarding the Association to onboarding employee(s). Human Resources staff will not be present during the Association prior of the onboarding. Release time will be provided to the Association representative(s) for this meeting.

The City will provide the employee information it has on file in compliance with AB 119 (name, job, title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home addresses) for all new hires within the bargaining unit within 30 days of hire.

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

DATED: ~~March 14, 2016~~

FOR THE FULLERTON MANAGEMENT
ASSOCIATION

FOR THE CITY OF FULLERTON

~~Alice Loya~~ **Brendan O'Reilly**
President

~~_____~~ Gretchen R. Beatty
Director of Human Resources

~~Tim Campbell~~ **Ramona Castaneda
Chang**
Vice President

~~_____~~ ~~Julia~~ ~~James~~ **Ellis**
Director of Administrative Services

~~Dannielle Mauk~~
At Large Member