RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE FULLERTON MUNICIPAL EMPLOYEES FEDERATION DATED JANUARY 22, 2020

THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES AS FOLLOWS:

The Agreement between the City of Fullerton and the Fullerton Municipal Employees Federation dated January 22, 2020 and attached hereto is approved.

ADOPTED BY THE FULLERTON CITY COUNCIL ON FEBRUARY 4, 2020.

_____
Jennifer Fitzgerald, Mayor

ATTEST:

_____
Lucinda Williams, City Clerk

_____
Date

FULLERTON MUNICIPAL EMPLOYEES FEDERATION
July 1, 2019 through June 30, 2021

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AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
THE FULLERTON MUNICIPAL EMPLOYEES FEDERATION
FOR THE PERIOD 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.

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, 2021, but no later than April 30, 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

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

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.

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

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 Section 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 regional accreditation associations recognized by the Council for Higher Education Accreditation (CHEA). 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). 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 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 here 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 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 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.

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 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.

2. 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. Opt-Out

1. 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.

2. Payment

   a. Full-time employees shall receive a cash payment of $50 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

D. 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. 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.

F. 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."

G. 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 group term life insurance for 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 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 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.

Employees eligible for vision insurance 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 36: HOLIDAYS

The provisions in this Article shall be in effect through June 30, 2020 except as provided in Article 43 - Work Schedules. Effective July 1, 2020, 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 LEAVE 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. 2 and 3 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 discretionary 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 38: 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 39: 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 40: CATASTROPHIC ILLNESS LEAVE BANK

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

ARTICLE 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 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 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 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 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 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 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 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:

a. Increment Pay
b. Tuition Reimbursement
c. Uniform Allowance
d. Jury Duty Pay
e. Tool Allowance/Reimbursement

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

	Number of Hours – Biweekly	
Amount of Current Service	50% Employee	75% Employee
< 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 38 A2, B1, B3, C and E.

Sick leave shall accrue at the rate applicable to less-than-full-time employees under Article 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.

B. 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 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 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 49: UNIT 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.

D. 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 50: 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 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 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 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 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 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 56: 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 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 53) or Layoffs (Articles 2 and 54).

ARTICLE 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 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.

Appendix A: Federation Salary Schedule
Appendix B: Exceptional Performance Pay Policy Section 053
Appendix C: Federation Work Schedules

DATE:

FOR THE FULLERTON MUNICIPAL EMPLOYEES FEDERATION

Ian Timmons
President

Edward Bargas
1st Vice President

Lindsey Halvorson
Treasurer

Doug Pickard
Director, Professional

David Mallonee
Director, Maintenance

FOR THE CITY OF FULLERTON

Gretchen R. Beatty
Director of Human Resources

Ellis Chang
Director of Administrative Services

FULLERTON MUNICIPAL EMPLOYEES FEDERATION
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective February 4, 2020

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
215	Clerical Assistant I						
	Approx. Annual			31,667	33,250	34,913	36,658
	Approx. Monthly			2,639	2,771	2,909	3,055
	Approx. Bi-Weekly			1,218	1,279	1,343	1,410
	Hourly			15.224	15.986	16.785	17.624
220	Maintenance Worker (Appointed on or after 9/25/96)						
	Approx. Annual			32,001	33,601	35,281	37,045
	Approx. Monthly			2,667	2,800	2,940	3,087
	Approx. Bi-Weekly			1,231	1,292	1,357	1,425
	Hourly			15.385	16.154	16.962	17.810
227	Approx. Annual	31,764	33,353	35,020	36,771	38,610	40,540
	Approx. Monthly	2,647	2,779	2,918	3,064	3,217	3,378
	Approx. Bi-Weekly	1,222	1,283	1,347	1,414	1,485	1,559
	Hourly	15.271	16.035	16.837	17.678	18.562	19.490
230	Equipment Service Worker						
	Approx. Annual	32,090	33,695	35,380	37,148	39,006	40,956
	Approx. Monthly	2,674	2,808	2,948	3,096	3,250	3,413
	Approx. Bi-Weekly	1,234	1,296	1,361	1,429	1,500	1,575
	Hourly	15.428	16.199	17.009	17.860	18.753	19.690
233	Approx. Annual	33,130	34,787	36,526	38,352	40,270	42,283
	Approx. Monthly	2,761	2,899	3,044	3,196	3,356	3,524
	Approx. Bi-Weekly	1,274	1,338	1,405	1,475	1,549	1,626
	Hourly	15.928	16.724	17.561	18.439	19.360	20.329
235	Account Clerk I Clerical Assistant II			Equipment and Supply Assistant Library Clerical Assistant			
	Approx. Annual	33,686	35,370	37,138	38,995	40,945	42,992
	Approx. Monthly	2,807	2,947	3,095	3,250	3,412	3,583
	Approx. Bi-Weekly	1,296	1,360	1,428	1,500	1,575	1,654
	Hourly	16.195	17.005	17.855	18.748	19.685	20.669

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
240	Maintenance Worker (Appointed before 9/25/96)						
	Approx. Annual	34,034	35,736	37,523	39,399	41,369	43,438
	Approx. Monthly	2,836	2,978	3,127	3,283	3,447	3,620
	Approx. Bi-Weekly	1,309	1,374	1,443	1,515	1,591	1,671
	Hourly	16.363	17.181	18.040	18.942	19.889	20.883
250	Approx. Annual	34,264	35,977	37,776	39,665	41,648	43,731
	Approx. Monthly	2,855	2,998	3,148	3,305	3,471	3,644
	Approx. Bi-Weekly	1,318	1,384	1,453	1,526	1,602	1,682
	Hourly	16.473	17.297	18.162	19.070	20.023	21.024
258	Approx. Annual	34,838	36,580	38,409	40,329	42,346	44,463
	Approx. Monthly	2,903	3,048	3,201	3,361	3,529	3,705
	Approx. Bi-Weekly	1,340	1,407	1,477	1,551	1,629	1,710
	Hourly	16.749	17.586	18.466	19.389	20.359	21.376
260	Approx. Annual	35,044	36,797	38,637	40,568	42,597	44,727
	Approx. Monthly	2,920	3,066	3,220	3,381	3,550	3,727
	Approx. Bi-Weekly	1,348	1,415	1,486	1,560	1,638	1,720
	Hourly	16.848	17.691	18.575	19.504	20.479	21.503
265	Airport Service Worker						
	Approx. Annual	35,400	37,170	39,029	40,980	43,029	45,181
	Approx. Monthly	2,950	3,098	3,252	3,415	3,586	3,765
	Approx. Bi-Weekly	1,362	1,430	1,501	1,576	1,655	1,738
	Hourly	17.019	17.870	18.764	19.702	20.687	21.722
270	Approx. Annual	35,869	37,662	39,545	41,522	43,598	45,778
	Approx. Monthly	2,989	3,138	3,295	3,460	3,633	3,815
	Approx. Bi-Weekly	1,380	1,449	1,521	1,597	1,677	1,761
	Hourly	17.244	18.107	19.012	19.963	20.961	22.009
275	Account Clerk II Clerical Assistant III Cultural and Events Operations Assistant Cultural and Events Production Assistant Customer Service Representative			Library Technical Assistant I Parks and Recreation Assistant Senior Citizens Outreach Worker Tiny Tots Teacher			
	Approx. Annual	36,626	38,457	40,380	42,399	44,519	46,745
	Approx. Monthly	3,052	3,205	3,365	3,533	3,710	3,895
	Approx. Bi-Weekly	1,409	1,479	1,553	1,631	1,712	1,798
	Hourly	17.609	18.489	19.414	20.384	21.403	22.474

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
285	Parking Control Officer						
	Approx. Annual	37,418	39,289	41,253	43,316	45,482	47,756
	Approx. Monthly	3,118	3,274	3,438	3,610	3,790	3,980
	Approx. Bi-Weekly	1,439	1,511	1,587	1,666	1,749	1,837
	Hourly	17.989	18.889	19.833	20.825	21.866	22.960
287	Senior Maintenance Worker I			Water Services Worker			
	Approx. Annual	37,804	39,694	41,678	43,762	45,951	48,248
	Approx. Monthly	3,150	3,308	3,473	3,647	3,829	4,021
	Approx. Bi-Weekly	1,454	1,527	1,603	1,683	1,767	1,856
	Hourly	18.175	19.084	20.038	21.040	22.092	23.196
287-Y	Senior Maintenance Worker I - Y Rated						
	Approx. Annual						54,819
	Approx. Monthly						4,568
	Approx. Bi-Weekly						2,108
	Hourly						26.355
295	Approx. Annual	38,302	40,217	42,228	44,339	46,556	48,884
	Approx. Monthly	3,192	3,351	3,519	3,695	3,880	4,074
	Approx. Bi-Weekly	1,473	1,547	1,624	1,705	1,791	1,880
	Hourly	18.414	19.335	20.302	21.317	22.383	23.502
300	Library Technical Assistant II			Senior Customer Service Representative			
	Approx. Annual	38,469	40,393	42,412	44,533	46,760	49,098
	Approx. Monthly	3,206	3,366	3,534	3,711	3,897	4,091
	Approx. Bi-Weekly	1,480	1,554	1,631	1,713	1,798	1,888
	Hourly	18.495	19.420	20.391	21.410	22.481	23.605
310	Police Records Clerk						
	Approx. Annual	39,510	41,485	43,559	45,737	48,024	50,425
	Approx. Monthly	3,292	3,457	3,630	3,811	4,002	4,202
	Approx. Bi-Weekly	1,520	1,596	1,675	1,759	1,847	1,939
	Hourly	18.995	19.945	20.942	21.989	23.089	24.243
315	Equipment Operator Senior Maintenance Worker II			Traffic Painter			
	Approx. Annual	39,594	41,574	43,652	45,835	48,127	50,533
	Approx. Monthly	3,300	3,464	3,638	3,820	4,011	4,211
	Approx. Bi-Weekly	1,523	1,599	1,679	1,763	1,851	1,944
	Hourly	19.036	19.987	20.987	22.036	23.138	24.295

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
315-Y	Equipment Operator - Y Rated						
	Approx. Annual						54,819
	Approx. Monthly						4,568
	Approx. Bi-Weekly						2,108
	Hourly						26.355
327	Account Clerk III Maintenance Facilities Dispatcher			Permit Technician			
	Approx. Annual	40,368	42,386	44,505	46,731	49,067	51,520
	Approx. Monthly	3,364	3,532	3,709	3,894	4,089	4,293
	Approx. Bi-Weekly	1553	1630	1712	1797	1887	1982
	Hourly	19.408	20.378	21.397	22.467	23.590	24.769
330	Reprographic Technician						
	Approx. Annual	40,781	42,820	44,961	47,209	49,569	52,048
	Approx. Monthly	3,398	3,568	3,747	3,934	4,131	4,337
	Approx. Bi-Weekly	1,568	1,647	1,729	1,816	1,907	2,002
	Hourly	19.606	20.586	21.616	22.697	23.831	25.023
335	Police Community Service Officer						
	Approx. Annual	41,072	43,126	45,282	47,546	49,924	52,420
	Approx. Monthly	3,423	3,594	3,774	3,962	4,160	4,368
	Approx. Bi-Weekly	1,580	1,659	1,742	1,829	1,920	2,016
	Hourly	19.746	20.734	21.770	22.859	24.002	25.202
335-Y	Police Community Service Officer - Y Rated						
	Approx. Annual			54,031			62,548
	Approx. Monthly			4,503			5,212
	Approx. Bi-Weekly			2,078			2,406
	Hourly			25.976			30.071
340	Secretary						
	Approx. Annual	41,178	43,237	45,399	47,669	50,052	52,555
	Approx. Monthly	3,431	3,603	3,783	3,972	4,171	4,380
	Approx. Bi-Weekly	1,584	1,663	1,746	1,833	1,925	2,021
	Hourly	19.797	20.787	21.826	22.918	24.063	25.267

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
343	Police Records Specialist						
	Approx. Annual	41,409	43,479	45,653	47,936	50,332	52,849
	Approx. Monthly	3,451	3,623	3,804	3,995	4,194	4,404
	Approx. Bi-Weekly	1593	1672	1756	1844	1936	2033
	Hourly	19.908	20.903	21.949	23.046	24.198	25.408
345	Senior Maintenance Worker III						
	Approx. Annual	41,541	43,618	45,798	48,088	50,493	53,017
	Approx. Monthly	3,462	3,635	3,817	4,007	4,208	4,418
	Approx. Bi-Weekly	1,598	1,678	1,761	1,850	1,942	2,039
	Hourly	19.971	20.970	22.019	23.119	24.275	25.489
346	Mechanic I						
	Approx. Annual	41,600	43,680	45,864	48,158	50,565	53,094
	Approx. Monthly	3,467	3,640	3,822	4,013	4,214	4,424
	Approx. Bi-Weekly	1,600	1,680	1,764	1,852	1,945	2,042
	Hourly	20.000	21.000	22.050	23.153	24.310	25.526
350	Approx. Annual	41,823	43,914	46,110	48,415	50,836	53,378
	Approx. Monthly	3,485	3,660	3,842	4,035	4,236	4,448
	Approx. Bi-Weekly	1,609	1,689	1,773	1,862	1,955	2,053
	Hourly	20.107	21.113	22.168	23.277	24.440	25.662
352	Library Technical Services Assistant Police Training Assistant			Utility Systems Specialist			
	Approx. Annual	42,312	44,427	46,649	48,981	51,430	54,002
	Approx. Monthly	3,526	3,702	3,887	4,082	4,286	4,500
	Approx. Bi-Weekly	1,627	1,709	1,794	1,884	1,978	2,077
	Hourly	20.342	21.359	22.427	23.549	24.726	25.962
355	Engineering Aide I						
	Approx. Annual	42,530	44,656	46,889	49,234	51,695	54,280
	Approx. Monthly	3,544	3,721	3,907	4,103	4,308	4,523
	Approx. Bi-Weekly	1,636	1,718	1,803	1,894	1,988	2,088
	Hourly	20.447	21.469	22.543	23.670	24.854	26.096

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
360	Equipment Operator - Water Meter Repairer			Motor Sweeper Operator Skilled Maintenance Worker - Building and Facilities			
	Approx. Annual	42,952	45,100	47,355	49,723	52,209	54,819
	Approx. Monthly	3,579	3,758	3,946	4,144	4,351	4,568
	Approx. Bi-Weekly	1,652	1,735	1,821	1,912	2,008	2,108
	Hourly	20.650	21.683	22.767	23.905	25.100	26.355
367	Museum Educator Outdoor Recreation Coordinator Parks and Recreation Coordinator			Parks and Trails Coordinator Sports Facility Coordinator Youth Services Coordinator			
	Approx. Annual	43,556	45,734	48,020	50,421	52,943	55,590
	Approx. Monthly	3,630	3,811	4,002	4,202	4,412	4,632
	Approx. Bi-Weekly	1,675	1,759	1,847	1,939	2,036	2,138
	Hourly	20.940	21.987	23.087	24.241	25.453	26.726
370	Administrative Aide/City Council						
	Approx. Annual	44,343	46,560	48,889	51,333	53,900	56,595
	Approx. Monthly	3,695	3,880	4,074	4,278	4,492	4,716
	Approx. Bi-Weekly	1,706	1,791	1,880	1,974	2,073	2,177
	Hourly	21.319	22.385	23.504	24.679	25.913	27.209
375	Approx. Annual	44,796	47,035	49,387	51,856	54,449	57,172
	Approx. Monthly	3,733	3,920	4,116	4,321	4,537	4,764
	Approx. Bi-Weekly	1,723	1,809	1,900	1,994	2,094	2,199
	Hourly	21.536	22.613	23.744	24.931	26.178	27.486
380	Approx. Annual	45,163	47,421	49,792	52,282	54,896	57,640
	Approx. Monthly	3,764	3,952	4,149	4,357	4,575	4,803
	Approx. Bi-Weekly	1,737	1,824	1,915	2,011	2,111	2,217
	Hourly	21.713	22.799	23.938	25.135	26.392	27.712
382	Irrigation Specialist						
	Approx. Annual	45,252	47,515	49,891	52,385	55,004	57,755
	Approx. Monthly	3,771	3,960	4,158	4,365	4,584	4,813
	Approx. Bi-Weekly	1,740	1,827	1,919	2,015	2,116	2,221
	Hourly	21.756	22.844	23.986	25.185	26.444	27.767

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
385	Police Property and Evidence Clerk						
	Approx. Annual	45,459	47,732	50,118	52,624	55,256	58,018
	Approx. Monthly	3,788	3,978	4,177	4,385	4,605	4,835
	Approx. Bi-Weekly	1,748	1,836	1,928	2,024	2,125	2,231
	Hourly	21.855	22.948	24.095	25.300	26.565	27.893
390	Fleet Maintenance Technician			Mechanic II			
	Approx. Annual	45,608	47,889	50,283	52,797	55,437	58,209
	Approx. Monthly	3,801	3,991	4,190	4,400	4,620	4,851
	Approx. Bi-Weekly	1,754	1,842	1,934	2,031	2,132	2,239
	Hourly	21.927	23.023	24.174	25.383	26.652	27.985
395	Approx. Annual	45,934	48,231	50,642	53,174	55,833	58,625
	Approx. Monthly	3,828	4,019	4,220	4,431	4,653	4,885
	Approx. Bi-Weekly	1,767	1,855	1,948	2,045	2,147	2,255
	Hourly	22.084	23.188	24.347	25.565	26.843	28.185
405	Community Liaison Officer			Police Rangemaster			
	Code Enforcement Officer Trainee			Police Services Representative			
	Court Liaison Officer			Senior Engineering Aide			
	Engineering Aide II			Senior Permit Technician			
	Information Systems Assistant			Skilled Maintenance Worker - Water I			
	Planning Technician						
	Approx. Annual	46,997	49,347	51,814	54,405	57,125	59,981
	Approx. Monthly	3,916	4,112	4,318	4,534	4,760	4,998
	Approx. Bi-Weekly	1,808	1,898	1,993	2,092	2,197	2,307
	Hourly	22.595	23.724	24.911	26.156	27.464	28.837
405-Y	Police Services Representative - Y Rated						
	Approx. Annual						62,548
	Approx. Monthly						5,212
	Approx. Bi-Weekly						2,406
	Hourly						30.071
410	Administrative Assistant I			Airport Operations Assistant			
	Approx. Annual	47,532	49,908	52,404	55,024	57,775	60,664
	Approx. Monthly	3,961	4,159	4,367	4,585	4,815	5,055
	Approx. Bi-Weekly	1,828	1,920	2,016	2,116	2,222	2,333
	Hourly	22.852	23.994	25.194	26.454	27.776	29.165

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
412	Approx. Annual	48,021	50,422	52,943	55,590	58,369	61,288
	Approx. Monthly	4,002	4,202	4,412	4,632	4,864	5,107
	Approx. Bi-Weekly	1,847	1,939	2,036	2,138	2,245	2,357
	Hourly	23.087	24.241	25.453	26.726	28.062	29.465
415	Approx. Annual	48,420	50,841	53,383	56,052	58,855	61,798
	Approx. Monthly	4,035	4,237	4,449	4,671	4,905	5,150
	Approx. Bi-Weekly	1,862	1,955	2,053	2,156	2,264	2,377
	Hourly	23.279	24.443	25.665	26.948	28.296	29.710
420	Approx. Annual	48,684	51,118	53,674	56,358	59,176	62,134
	Approx. Monthly	4,057	4,260	4,473	4,696	4,931	5,178
	Approx. Bi-Weekly	1,872	1,966	2,064	2,168	2,276	2,390
	Hourly	23.406	24.576	25.805	27.095	28.450	29.872
423	Facilities Specialist Grounds Maintenance Lead Worker Lead Customer Service Representative - Utility Services Location Specialist Mechanic III Revenue Specialist Sanitation Specialist Sewer Program Specialist Streets Lead Worker Tree Services Inspector Water Utility Services Lead Worker						
	Approx. Annual	49,008	51,458	54,031	56,732	59,569	62,548
	Approx. Monthly	4,084	4,288	4,503	4,728	4,964	5,212
	Approx. Bi-Weekly	1,885	1,979	2,078	2,182	2,291	2,406
	Hourly	23.561	24.739	25.976	27.275	28.639	30.071
424	Police Records Shift Leader						
	Approx. Annual	49,061	51,514	54,090	56,794	59,634	62,616
	Approx. Monthly	4,088	4,293	4,507	4,733	4,969	5,218
	Approx. Bi-Weekly	1,887	1,981	2,080	2,184	2,294	2,408
	Hourly	23.587	24.766	26.005	27.305	28.670	30.104
425	Skilled Maintenance Worker - Water II						
	Approx. Annual	49,187	51,646	54,228	56,940	59,787	62,776
	Approx. Monthly	4,099	4,304	4,519	4,745	4,982	5,231
	Approx. Bi-Weekly	1,892	1,986	2,086	2,190	2,299	2,414
	Hourly	23.647	24.830	26.071	27.375	28.744	30.181
430	Approx. Annual	49,600	52,080	54,684	57,418	60,289	63,303
	Approx. Monthly	4,133	4,340	4,557	4,785	5,024	5,275
	Approx. Bi-Weekly	1,908	2,003	2,103	2,208	2,319	2,435
	Hourly	23.846	25.038	26.290	27.605	28.985	30.434

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
435	Approx. Annual	49,816	52,306	54,922	57,668	60,551	63,579
	Approx. Monthly	4,151	4,359	4,577	4,806	5,046	5,298
	Approx. Bi-Weekly	1,916	2,012	2,112	2,218	2,329	2,445
	Hourly	23.950	25.147	26.405	27.725	29.111	30.567
437	Administrative Assistant II			Building Inspector - Trainee			
	Approx. Annual	50,105	52,610	55,241	58,003	60,903	63,948
	Approx. Monthly	4,175	4,384	4,603	4,834	5,075	5,329
	Approx. Bi-Weekly	1,927	2,023	2,125	2,231	2,342	2,460
	Hourly	24.089	25.293	26.558	27.886	29.280	30.744
440	Engineering Aide III						
	Approx. Annual	51,012	53,562	56,240	59,052	62,005	65,105
	Approx. Monthly	4,251	4,464	4,687	4,921	5,167	5,425
	Approx. Bi-Weekly	1,962	2,060	2,163	2,271	2,385	2,504
	Hourly	24.525	25.751	27.039	28.391	29.810	31.301
442	Water Production Operator						
	Annual	51,482	54,056	56,759	59,597	62,577	65,706
	Approx. Monthly	4,290	4,505	4,730	4,966	5,215	5,475
	Approx. Bi-Weekly	1,980	2,079	2,183	2,292	2,407	2,527
	Hourly	24.751	25.989	27.288	28.652	30.085	31.589
445	Administrative Analyst I			Librarian - Children's Services (X)			
	Deputy City Clerk			Librarian - Technical Services (X)			
	Engineering Drafter/CADD Equipment Operator			Local History Archivist			
	Librarian - Adult Services (X)			Parks Project Specialist (X)			
	Approx. Annual	52,061	54,664	57,397	60,267	63,280	66,444
	Approx. Monthly	4,338	4,555	4,783	5,022	5,273	5,537
	Approx. Bi-Weekly	2,002	2,102	2,208	2,318	2,434	2,556
	Hourly	25.029	26.281	27.595	28.974	30.423	31.944
448	Air Conditioning Mechanic			Electrician			
	Airport Operations Lead Worker			Equipment Mechanic Lead Worker			
	Approx. Annual	52,591	55,220	57,981	60,880	63,924	67,121
	Approx. Monthly	4,383	4,602	4,832	5,073	5,327	5,593
	Approx. Bi-Weekly	2,023	2,124	2,230	2,342	2,459	2,582
	Hourly	25.284	26.548	27.876	29.269	30.733	32.270

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
455	Buyer Events Specialist			Exhibition/Museum Specialist (X) Source Control Inspector			
	Approx. Annual	53,484	56,158	58,966	61,914	65,010	68,260
	Approx. Monthly	4,457	4,680	4,914	5,160	5,417	5,688
	Approx. Bi-Weekly	2,057	2,160	2,268	2,381	2,500	2,625
	Hourly	25.713	26.999	28.349	29.766	31.255	32.817
456	Approx. Annual	54,030	56,732	59,568	62,547	65,674	68,958
	Approx. Monthly	4,503	4,728	4,964	5,212	5,473	5,746
	Approx. Bi-Weekly	2,078	2,182	2,291	2,406	2,526	2,652
	Hourly	25.976	27.275	28.639	30.070	31.574	33.153
460	Code Enforcement Officer Housing Programs Assistant			Risk Management Specialist			
	Approx. Annual	54,719	57,455	60,327	63,344	66,511	69,836
	Approx. Monthly	4,560	4,788	5,027	5,279	5,543	5,820
	Approx. Bi-Weekly	2,105	2,210	2,320	2,436	2,558	2,686
	Hourly	26.307	27.622	29.004	30.454	31.976	33.575
463	Approx. Annual	55,279	58,043	60,945	63,992	67,192	70,552
	Approx. Monthly	4,607	4,837	5,079	5,333	5,599	5,879
	Approx. Bi-Weekly	2,126	2,232	2,344	2,461	2,584	2,714
	Hourly	26.576	27.905	29.301	30.766	32.304	33.919
464	Approx. Annual	55,855	58,648	61,580	64,659	67,892	71,287
	Approx. Monthly	4,655	4,887	5,132	5,388	5,658	5,941
	Approx. Bi-Weekly	2,148	2,256	2,368	2,487	2,611	2,742
	Hourly	26.853	28.196	29.606	31.086	32.640	34.272
465	Approx. Annual	56,410	59,231	62,193	65,302	68,567	71,996
	Approx. Monthly	4,701	4,936	5,183	5,442	5,714	6,000
	Approx. Bi-Weekly	2,170	2,278	2,392	2,512	2,637	2,769
	Hourly	27.120	28.476	29.900	31.395	32.965	34.613
466	Building Inspector I Electrical and HVAC Lead Worker Geographic Information Systems Technician			Senior CADD Equipment Operator Water Lead Worker Water Technical Design Specialist			
	Approx. Annual	56,599	59,429	62,400	65,520	68,796	72,236
	Approx. Monthly	4,717	4,952	5,200	5,460	5,733	6,020
	Approx. Bi-Weekly	2,177	2,286	2,400	2,520	2,646	2,778
	Hourly	27.211	28.571	30.000	31.500	33.075	34.729

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
467	Approx. Annual	56,975	59,824	62,815	65,956	69,254	72,716
	Approx. Monthly	4,748	4,985	5,235	5,496	5,771	6,060
	Approx. Bi-Weekly	2,191	2,301	2,416	2,537	2,664	2,797
	Hourly	27.392	28.761	30.200	31.710	33.295	34.960
468	Accountant I			Crime Analyst			
	Approx. Annual	57,340	60,207	63,217	66,378	69,697	73,182
	Approx. Monthly	4,778	5,017	5,268	5,532	5,808	6,099
	Approx. Bi-Weekly	2,205	2,316	2,431	2,553	2,681	2,815
	Hourly	27.567	28.946	30.393	31.913	33.508	35.184
469	Assistant Planner (X)						
	Approx. Annual	58,047	60,949	63,997	67,197	70,557	74,084
	Approx. Monthly	4,837	5,079	5,333	5,600	5,880	6,174
	Approx. Bi-Weekly	2,233	2,344	2,461	2,584	2,714	2,849
	Hourly	27.907	29.303	30.768	32.306	33.921	35.618
470	Junior Engineer (X)						
	Approx. Annual	58,752	61,689	64,774	68,013	71,413	74,984
	Approx. Monthly	4,896	5,141	5,398	5,668	5,951	6,249
	Approx. Bi-Weekly	2,260	2,373	2,491	2,616	2,747	2,884
	Hourly	28.246	29.658	31.141	32.698	34.333	36.050
475	Senior Code Enforcement Officer						
	Approx. Annual	60,143	63,150	66,307	69,623	73,104	76,759
	Approx. Monthly	5,012	5,262	5,526	5,802	6,092	6,397
	Approx. Bi-Weekly	2,313	2,429	2,550	2,678	2,812	2,952
	Hourly	28.915	30.361	31.879	33.473	35.146	36.903
476	Building Inspector II			Construction Inspector			
	Annual	60,517	63,543	66,720	70,056	73,559	77,237
	Approx. Monthly	5,043	5,295	5,560	5,838	6,130	6,436
	Approx. Bi-Weekly	2,328	2,444	2,566	2,694	2,829	2,971
	Hourly	29.095	30.549	32.077	33.681	35.365	37.133
478	Administrative Analyst II (X)			Assistant City Clerk			
	Approx. Annual	61,564	64,642	67,874	71,268	74,831	78,573
	Approx. Monthly	5,130	5,387	5,656	5,939	6,236	6,548
	Approx. Bi-Weekly	2,368	2,486	2,611	2,741	2,878	3,022
	Hourly	29.598	31.078	32.632	34.263	35.976	37.775

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
480	Construction Inspector - Water Stormwater/Wastewater Compliance Specialist I			Traffic Engineering Analyst Webmaster (X)			
	Approx. Annual	63,423	66,594	69,924	73,420	77,091	80,946
	Approx. Monthly	5,285	5,550	5,827	6,118	6,424	6,745
	Approx. Bi-Weekly	2,439	2,561	2,689	2,824	2,965	3,113
	Hourly	30.492	32.016	33.617	35.298	37.063	38.916
481	Accountant II (X)						
	Annual	64,222	67,433	70,805	74,345	78,062	81,965
	Approx. Monthly	5,352	5,619	5,900	6,195	6,505	6,830
	Approx. Bi-Weekly	2,470	2,594	2,723	2,859	3,002	3,153
	Hourly	30.876	32.420	34.041	35.743	37.530	39.406
482	Annual	64,630	67,862	71,255	74,818	78,559	82,487
	Approx. Monthly	5,386	5,655	5,938	6,235	6,547	6,874
	Approx. Bi-Weekly	2,486	2,610	2,741	2,878	3,021	3,173
	Hourly	31.072	32.626	34.257	35.970	37.769	39.657
483	Approx. Annual	65,875	69,168	72,627	76,258	80,071	84,074
	Approx. Monthly	5,490	5,764	6,052	6,355	6,673	7,006
	Approx. Bi-Weekly	2,534	2,660	2,793	2,933	3,080	3,234
	Hourly	31.670	33.254	34.917	36.663	38.496	40.420
485	Associate Planner (X) Building Inspector III Geographic Information Systems Specialist (X)			Housing and Community Rehabilitation Inspector Principal Construction Inspector Stormwater/Wastewater Compliance Specialist II			
	Approx. Annual	67,660	71,043	74,596	78,325	82,242	86,354
	Approx. Monthly	5,638	5,920	6,216	6,527	6,853	7,196
	Approx. Bi-Weekly	2,602	2,732	2,869	3,013	3,163	3,321
	Hourly	32.529	34.155	35.863	37.656	39.539	41.516
488	Network Specialist (X)			Senior Building Inspector			
	Approx. Annual	69,322	72,788	76,428	80,249	84,262	88,475
	Approx. Monthly	5,777	6,066	6,369	6,687	7,022	7,373
	Approx. Bi-Weekly	2,666	2,800	2,940	3,087	3,241	3,403
	Hourly	33.328	34.994	36.744	38.581	40.510	42.536

RANGE NO.	CLASS TITLE	STEPS 1	2	3	4	5	6
490	Assistant Engineer (X) Public Works Analyst (X)			Stormwater/Wastewater Compliance Specialist III (X) Water Quality Specialist			
	Approx. Annual	72,793	76,433	80,254	84,267	88,480	92,904
	Approx. Monthly	6,066	6,369	6,688	7,022	7,373	7,742
	Approx. Bi-Weekly	2,800	2,940	3,087	3,241	3,403	3,573
	Hourly	34.997	36.746	38.584	40.513	42.539	44.666
495	Approx. Annual	74,639	78,370	82,289	86,403	90,724	95,260
	Approx. Monthly	6,220	6,531	6,857	7,200	7,560	7,938
	Approx. Bi-Weekly	2,871	3,014	3,165	3,323	3,489	3,664
	Hourly	35.884	37.678	39.562	41.540	43.617	45.798
497	Approx. Annual	76,778	80,617	84,648	88,880	93,324	97,990
	Approx. Monthly	6,398	6,718	7,054	7,407	7,777	8,166
	Approx. Bi-Weekly	2,953	3,101	3,256	3,418	3,589	3,769
	Hourly	36.912	38.758	40.696	42.731	44.867	47.111
498	Associate Engineer (X) Associate Plan Check Engineer (X)			Associate Water Engineer (X) Real Property Agent (X)			
	Approx. Annual	82,994	87,144	91,501	96,076	100,880	105,924
	Approx. Monthly	6,916	7,262	7,625	8,006	8,407	8,827
	Approx. Bi-Weekly	3,192	3,352	3,519	3,695	3,880	4,074
	Hourly	39.901	41.896	43.991	46.190	48.500	50.925
499	Civil Engineer (X)						
	Annual	87,181	91,540	96,117	100,923	105,969	111,267
	Approx. Monthly	7,265	7,628	8,010	8,410	8,831	9,272
	Approx. Bi-Weekly	3,353	3,521	3,697	3,882	4,076	4,280
	Hourly	41.914	44.010	46.210	48.521	50.947	53.494

(X) = Exempt from F.L.S.A.

HUMAN RESOURCES DEPARTMENT POLICY/PROCEDURE	PAGE 1 OF 2	
	REVISED BY: Laura Giannetti-Mercer, Personnel Services Manager	
	APPROVED BY: Gretchen R. Beatty, Acting Director, Human Resources	
SECTION: 053	SUBJECT: EXCEPTIONAL PERFORMANCE PAY	ORIGINAL ISSUE DATE: April 13, 1989 / REVISION DATE: October 3, 2006

Supersedes: Administrative Memorandum No. 483, dated June 23, 1990 and Personnel Policy No. 053 dated September 22, 1999 and January 3, 2001.

PURPOSE

To implement the Exceptional Performance Pay program.

POLICY

Employees in the following bargaining units are eligible for Exceptional Performance Pay: Federation, Confidential and General Management.

Employees considered for Exceptional Performance Pay must meet the following criteria:

A. One year continuous service at the top salary step. "Continuous" means no breaks in paid employment except for approved leaves of absence without pay.

B. The employee must demonstrate consistently exceptional performance and attendance and the employee's supervisor and department head must certify this on the attached form. The employee's most recent regular performance appraisal should be attached.

C. An employee may not receive Exceptional Performance Pay in consecutive fiscal years.

D. As a guideline, the number of recipients in each department during any fiscal year is up to 10% of the number of positions (vs. FTE's) represented by all the affected units in a department. In departments where the above calculation yields a figure of less than two, two shall be the maximum. Each department shall attempt to distribute its award proportionately among employees in the eligible bargaining units.

PROCEDURE

A. Department Heads shall submit nomination forms to the Director of Human Resources, who shall review them for conformity to basic criteria and to ensure Citywide consistency before sending the recommendation to the City Manager.

B. Upon receipt of the City Manager's decision, the Director of Human Resources shall notify the Department Head and take steps to implement payment if the recommendation is approved.

Approved for Distribution:

Gretchen R. Beatty
Acting Director of Human Resources

PAYMENT

A. Exceptional Performance Pay awards shall be in the form of a lump-sum cash payment equal to 5% of the employee's base salary for one year based on the salary in effect on the date of the nomination.

B. Exceptional Performance Pay is taxable and is considered compensation for retirement purposes. It is not to be included as part of the "regular rate" for purposes of the Fair Labor Standards Act.

C. The Director of Human Resources shall ensure that adequate funds are budgeted for this program.

GRB:kyt
Attachment: Exceptional Performance Pay Nomination Form

EXCEPTIONAL PERFORMANCE PAY
NOMINATION FORM

EMPLOYEE'S NAME: DATE OF EVALUATION:

POSITION/TITLE: TIME IN POSITION:

DEPARTMENT: DATE REACHED TOP STEP:

LENGTH OF TIME EMPLOYEE HAS REPORTED TO THIS SUPERVISOR:

Please provide specific examples describing how the employee meets the standard. Attach an additional sheet if necessary. No. 5 is optional.

1. Quality of Work – Demonstrates the knowledge, skill and ability to perform everyday tasks in a superior manner.

2. Attitude/Public Relations – Unusual job interest and enthusiastic attitude that results in high work output and/or very prompt and responsive service.

3. Initiative – Has demonstrated outstanding initiative which has resulted in significant program enhancement or cost savings.

4. Attendance – No unexcused tardiness. Usually uses three days or less per year of sick leave, except as explained below.

5. Other – Utilizes an unusual skill or talent which is not part of the regular job to the benefit of the City; assigned to and performed successfully in a special program or project; etc.

Date: _____ _____
Signature of Supervisor

* *

DEPARTMENT HEAD REVIEW

I agree/disagree (cross out one) with the above evaluation and recommend/do not recommend (cross out one) this employee for Exceptional Performance Pay.

Comments:

_____

_____

_____

_____

Date: _____ _____
Department Head

* *

DIRECTOR OF HUMAN RESOURCES REVIEW

This recommendation conforms/does not conform (cross out one) to the basic criteria of the program, and ensures/does not ensure (cross out one) City-wide consistency.

Comments:

_____

_____

_____

_____

Date: _____ _____
Director of Human Resources Department

* *

CITY MANAGER REVIEW

This recommendation is approved/not approved (cross out one).

Comments:

_____

_____

_____

_____

Date: _____ _____
City Manager

FMEF Work Schedules

	Traditional	Split Shift	5/8	4/10		3/12.5+5 (See Note B)	9/80 (See Note C)		
							Unsynchronized		Synchronized
Shifts									
- # per 7-day period:	5	5	5	4	4	3 or 4	wk 1 = 5 wk 2=4	wk 1 = 5 wk 2=4	wk 1 = 5 wk 2=4
- # per pay period:	10	10	10	8	8	6	9	9	9
- Duration, in hours:	8.5 or 9	Varies (See Note A)	8	10.5	10	12.5 (5 on the "payback day")	8 @ 9 hrs. 1 @ 8 hrs.	8 @ 9.5 or 10 hrs. 1 @ 8.5 or 9 hrs.	8 @ 9.5 or 10 hrs. 1 @ 8.5 or 9 hrs.
Meal Period									
- Duration, in minutes:	30 or 60	60	30	30	30	30	30	30 or 60	30 or 60
- Paid [See Art. 37(C)(3)(b)]:	No	No	Yes	No	Yes	Yes	Yes	No	No
# Hours Worked									
- Per week:	40	40	40	40	40	37.5 or 42.5	wk 1=44 or 45 wk 2= 36 or 35	wk 1 = 44 wk 2 = 36	wk 1 = 44 wk 2 = 36
- Per pay period:	80	80	80	80	80	80	80	80	80
Holidays part of reg. schedule?	No	No	Yes	Yes	Yes	Yes	Yes	CSO's in Patrol - Yes Others - No	No

Note A: A split shift employee may work five hours, followed by several hours off, then return to work for three hours.
Note B: For details of this schedule, see the Side Letter dated 3/17/94 from the Director of Personnel to the FMEF President.
Note C: On the synchronized 9/80, the employee's day off is the Friday City Hall is closed. An unsynchronized 9/80 is when the employee's day off differs from the City Hall Friday closure.