

RESOLUTION NO. ~~2020~~~~2018~~-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, RELATING TO COMPENSATION FOR CONFIDENTIAL/NONREPRESENTED EMPLOYEES, AND SUPERSEDING RESOLUTION ~~2018-11~~~~2016-24~~

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

Section 1: DESIGNATION OF UNIT CLASSIFICATIONS

The provisions of this resolution shall apply to designated nonrepresented classifications in addition to confidential employees as defined herein. All classifications within this unit are listed in ~~Appendices A1 through A4~~**Appendix A**. Nonrepresented classifications are designated with an asterisk.

A "confidential" employee is one who, in the course of his or her duties, has access to information relating to the City's administration of the Meyers-Milias-Brown Act (Cal. Gov. Code §3500 et seq.).

Section 2: TERM - EFFECTIVE DATES

The effective date of each Section is ~~March 10, 2018~~**March 17, 2020** unless otherwise stated herein.

Section 3: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment presently enjoyed by Confidential/Nonrepresented employees shall remain in full force and effect unless changed subsequent to meetings between the City and representatives of the Confidential/Nonrepresented employees.

Section 4: CITY REVENUES

Confidential/Nonrepresented employees are encouraged to shop in Fullerton.

Section 5: The SCHEDULE OF BASE SALARY RATES and the ALLOCATION OF CLASSES TO SALARY RANGES

Appendix A~~1~~ reflects the schedule of base salary rates and allocation of classes to salary ranges. ~~that became effective July 1, 2017.~~

~~Appendix A2 reflects the across-the-board salary increases to take effect as described below:~~

~~Effective July 14, 2018, all classifications in the unit shall receive a 3% across-the-board on-schedule salary increase.~~

Section 6: OVERTIME PAY

~~Appendices A1 and A2~~ **Appendix A** indicates the classifications which are exempt from the Fair Labor Standards Act (FLSA). They are not eligible for overtime pay.

All other classifications are non-exempt for purposes of the FLSA, and shall receive overtime pay in accordance with the rules which govern non-exempt employees in the general employee bargaining unit.

Section 7: BILINGUAL PAY

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

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

Section 8: 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 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.

Section 9: EXCEPTIONAL PERFORMANCE PAY

Confidential/Nonrepresented employees shall be eligible for the Exceptional Performance Pay program.

Section 10: TUITION REIMBURSEMENT

The rules and regulations governing tuition reimbursement for employees in the non-sworn management bargaining unit shall apply to Confidential/Nonrepresented employees. The limit eligible for reimbursement under this program shall be \$2,500 per fiscal year.

Section 11: SURVEYS

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

Section 12: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

- A. The City's contract with CalPERS for miscellaneous employees shall apply to Confidential/Nonrepresented unit employees.
- B. The City shall pay the 1959 Survivor Benefits Premium for all employees.
- C. Employees newly hired by the City after December 22, 2012, shall be subject to amendments made to the contract between the City and CalPERS effective December 23, 2012 and/or requirements under PEPRA that include the following:
 - 1. Employees hired on or after December 23, 2012 who are not "new members" as defined under the Public Employees' Pension Reform Act of 2013 (Cal. Gov. Code §7522 – 7522.74), hereinafter PEPRA, will have their final compensation calculated based on the provisions of California Government Code §20037. Final compensation shall be calculated based on the average of the highest three consecutive years.
 - 2. Employees hired on or after January 1, 2013 who are "new members" as defined under Government Code §7522.04(f) shall be enrolled in the 2% @ 62 benefit plan mandated by PEPRA. (Cal. Gov. Code §7522.20)
 - 3. Employees hired on or after January 1, 2013 who are "new members" as defined under PEPRA will have their final compensation calculated based on the provisions of California Government Code §7522.32 (highest average pensionable compensation for 36 consecutive months.)

4. For employees who are “new members” as defined under Government Code §7522.04(f), each employee shall pay his/her member contribution as determined by CalPERS. (Cal. Gov. Code §7522.30) Such payments shall be made through payroll deductions.
5. Employees rehired after a period of separation from the City may also be subject to amendments or PEPRAs in accordance with CalPERS rules and the law.

D. Employer-Paid Member Contributions – Employees Who Are Not “New Members”

The provisions in Section 12 D shall apply only to employees who do not meet the definition of “new member” under the Public Employee Pension Reform Act of 2013 (PEPRA).

1. For employees who are not “new members” as defined by the Public Employees’ Pension Reform Act of 2013 (PEPRA), the City shall pay the CalPERS normal member contribution (as defined in §20677(a)(2) of the California Government Code) into each employee’s account with CalPERS, pursuant to §20691 of the California Government Code. . Effective July 14, 2018, the City’s payment of the normal member contribution ~~shall be~~ **was** reduced by 1% of total compensation earnable (to 6% for Miscellaneous employees), with 1% **of the normal member contribution** paid by the employee. The City paid portion of the normal member contribution shall be included within the employee’s compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.

Employees ineligible for this benefit pursuant to the Public Employees’ Pension Reform Act of 2013, (PEPRA) shall not be eligible for this benefit or any replacement benefit.

1. For employees who are not “new members” as defined by PEPRA, 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.
2. Effective ~~July 14, 2018~~ **March 7, 2020**, employees who are not “new members” as defined by PEPRA shall contribute ~~5.696~~ **1.958** percent (~~5.696~~ **1.958**%) of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate (“cost sharing”). **On-** ~~Effective~~ December 23, 2012, the City- amended its CalPERS contract to provide that this portion of the contribution shall be made pursuant to Gov-

ernment Code Section §20516(a). In the event of a change in the law or legal determination that any portion of the employee contribution toward the employer rate is not allowable as agreed, the employer-paid member contributions shall be reduced by whatever portion is not allowable and the City may determine the appropriate modifications of benefits to offset this change.

In the event that the employee cost sharing contribution is increased or this unit is dissolved between March 7, 2020~~prior~~ and to July 1, 2021, an employee who is not a "new member" shall receive a lump sum amount equivalent to the difference between \$3,000 and the value of the reduction of the cost sharing percentage from 5.696% to 1.958%, already received~~if any~~. If an employee is separated from the City, for any reason during this time frame, there is no lump sum equivalent and no additional amount shall be distributed.

~~2.~~

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 **to the extent possible**.

Section 13: SOCIAL SECURITY

In the event the City and its employees are required to participate in the federal Social Security program, the City shall meet with the Confidential/Nonrepresented employees concerning implementation of the Social Security program.

Section 14: MEDICARE

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

In the event unit employees hired prior to April 1, 1986 are required to participate in Medicare, the City shall meet with unit representatives prior to implementing this change.

In the event the City is given the option to allow individual employees hired prior to April 1, 1986 to participate in the Medicare program, it shall do so, provided, however, that any employee who exercises this option shall pay his/her share and the City's share of Medicare contributions.

Section 15: HEALTH INSURANCE

A. Contributions – Employees

The City shall contribute the following monthly amounts toward the payment of premiums for employees and their dependents.

- ~~1. Each employee will contribute the following monthly amounts toward the payment of premiums for employees and their dependents under the plan and tier of medical coverage selected::~~

| | | | |
|--|--------------------------|-----------------------|---------------------|
| | Blue Cross | | |
| | (Anthem) | | |
| | Prudent Buyer | CalCare | Kaiser |
| | | | |
| | Single | \$689.68 | \$118.30 |
| | Two-Party | \$1,562.81 | \$347.50 |
| | Family | \$2,239.12 | \$201.76 |

- ~~2. The City is in the process of taking necessary steps to replace the Blue Cross (Anthem) Prudent Buyer plan with a Cigna HSA 3000 Plan and replacing the CalCare with the Cigna Full Network HMO Plan. In addition, the Cigna Select Network HMO plan shall be included as an optional benefit plan available to employees.~~

- ~~3. Upon implementation of Cigna medical plans or July 1, 2018, whichever occurs first, the City shall contribute the following monthly amounts towards medical insurance for the tier of coverage selected by the employee:~~

~~Single: \$500
Two-Party: \$1,000
Family: \$1,400~~

These contributions shall remain in effect until superseded by Council Resolution. The balance of the premiums for the tier and plan selected by the employee shall be paid by the employee.

B. Contributions - Retirees

1. For each person regularly employed for 20 cumulative years or more who retires subsequent to September 30, 1995 the City shall pay the same contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree, provided, however, for persons

hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be Two Hundred Dollars (\$200.00). With respect to any employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 100% of the employee-only premium.

2. For each person regularly employed for ten or more cumulative years, but less than 20, and who retires subsequent to September 30, 1995 the City shall pay 50% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be One Hundred Dollars (\$100.00). With respect to an employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 50% of the employee-only premium.
3. For each person regularly employed for five or more cumulative years, but less than 10, the City shall pay 25% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree. Persons hired by the City on or after January 1, 2012 shall not be eligible for this benefit.
4. A "retiree" shall mean only those former employees who receive a CalPERS retirement allowance effective the day after official separation from City of Fullerton employment.
5. This obligation to pay health insurance premiums shall discontinue 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.
6. A retiree desiring to have health insurance coverage for dependents shall remit to the City a check for the amount of dependent coverage no later than the 15th of the month preceding the effective month of coverage.

C. Opt-Out

1. An employee may "opt-out" of the City's medical plan under these conditions:
 - a. The employee must sign a document stating his/her desire to waive medical insurance.
 - b. The employee must provide proof of other coverage, which shall be confirmed by the City each year prior to open enrollment.
 - c. The employee may only re-enroll during 1) annual open enrollment, or 2) upon loss of coverage in accordance with the underwriting guidelines for each of the City's health plans.

2. Payment

- a. Full-time employees shall receive a cash payment ~~equal to 50% of the City's reduced cost, including SPIL Pay, if any. The payment shall be 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 CalPERS PEPRA employees (see Section 12C) on City payroll effective upon approval of this resolution, 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.
 - E. 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.
 - F. 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.
- ~~D.G.~~ The provisions of this Section are subject to change in accordance with changes negotiated with the Fullerton Management Association.

Section 16: REIMBURSEMENT ACCOUNT PROGRAM

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

- C. 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.

Section 17: 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. Any time 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 at a minimum 60% of the eligible employee's PREDISABILITY 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.

Section 18: LIFE INSURANCE

The City shall provide group term life insurance equal to annual base salary for all affected employees. In compliance with the City's current life insurance contract, employees at age 70 shall have benefits reduced by 35%, and employees at age 75 shall have benefits reduced by 50%. Each employee may purchase additional City group term life insurance.

Section 19: VISION INSURANCE

The City shall provide vision care insurance to employees enrolled **in one of the City sponsored Cigna medical plans**~~in medical plans other than Kaiser~~, and to any dependents they have enrolled **in** such ~~medical plans~~, and pay the lesser of the premium for such coverage or \$24.88 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 as stated above.

Section 20: DENTAL INSURANCE

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

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

Section 21: SELF-INSURANCE

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.

Section 22: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

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).

Section 23: HOLIDAYS

The provisions in this Section shall be in effect through June 30, 2020 except as provided in Section 33 – Alternate Work Schedules. Effective July 1, 2020, this Section shall be replaced in its entirety by Section 24:

- 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

Each employee shall receive the same holiday pay as employees on a synchronized 9/80 work schedule, who shall receive a paid holiday of nine hours for each holiday that falls or is observed on a regularly scheduled nine-hour work day, or eight hours if the holiday falls or is observed on a regularly scheduled eight-hour work day.

- 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. When a holiday falls on a Saturday an employee on a traditional Monday - Friday schedule shall, in lieu of said holiday, be permitted an absence from work with eight hours pay on the Friday immediately before said holiday.

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

- D. An employee with a work week other than Monday through Friday shall be permitted a corresponding absence from work when holidays fall on his/her regular shift off. That absence from work must be taken immediately preceding or following said holiday, as designated by his/her department head. If an employee's regular work schedule precludes such absence in order to provide the usual continuous

services of his/her department, the employee shall be compensated in the form of pay equal to one regular work day, in addition to their holiday pay.

- E. 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.

F. December 26, 2019

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 Section 24 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.

~~E.~~

Section 24: HOLIDAY LEAVE PROGRAM

Effective July 1, 2020, the Holidays provisions in Section 23 shall be replaced with the following:

- A. The following days shall be recognized Holidays for employees of this unit:
1. January 1, New Year's Day
 2. The third Monday in February, Presidents' Day
 3. The last Monday in May, Memorial Day
 4. July 4, Independence Day
 5. The first Monday in September, Labor Day
 6. November 11, Veteran's Day
 7. Thanksgiving Day
 8. The Friday following Thanksgiving Day
 9. December 24, Christmas Eve
 10. December 25, Christmas Day
 11. December 31, New Year's Eve
- B. No other day shall be such a holiday unless it is a non-recurring holiday designated specifically by the President of the United States and/or the Governor of California, and approved by the City Council.
- C. An employee 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 D and E of this Section. There shall be no additional cash value for holiday leave hours.

- D. An employee who is required to work on a holiday will receive, in addition to his/her normal pay for the day, holiday discretionary paid leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, to be used at a later time in accordance with rules set forth herein.
- E. An employee will receive holiday discretionary 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.
- F. Holiday discretionary leave time received under this Section 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.

Section 2524: VACATIONS

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 | Bi-Weekly |
| <10 Years | 120 | 4.62 |
| ≥10 Years | 128 | 4.93 |
| ≥11 Years | 136 | 5.24 |
| ≥12 Years | 144 | 5.54 |
| ≥13 Years | 152 | 5.85 |
| ≥14 Years | 160 | 6.16 |
| ≥20 Years | 168 | 6.46 |
| ≥25 Years | 176 | 6.77 |

The City Manager may authorize an FLSA-exempt employee to earn vacation credit at any of the rates described above, up to 160 hours annually.

2. Vacation credit shall accrue each pay period in which the employee has worked or used paid leave except sick leave at least one full regular work-shift. An employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive vacation credit for that pay period.

B. Usage

1. First Vacation: A new employee's first vacation may not be taken until he/she has worked for 13 pay periods. Absences such as sick leave or unpaid leave for an entire pay period shall not be considered time worked for this purpose.
2. Department Head Approval: No vacation absence with pay may be taken without approval by the department head or designee. The department head shall schedule and approve vacation for his/her employees as requested or at such other time as will achieve the most efficient functioning of the department and to avoid any loss of vacation by reason of the accumulation limit provided herein.

C. Accumulation Limit

An employee may accumulate vacation credits, with the right to take or be paid for if not taken, up to twice his/her annual vacation allowance. Vacation credits earned beyond the maximum are forfeited, with the following exception:

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

D. Annual Conversion

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.

To be eligible, an employee must have completed his/her initial probation period; must have actually taken (not converted) at least 80 hours of vacation in the preceding payroll year; and must have at least 80 hours of vacation remaining after such conversion.

E. Separation From Employment

An employee who separates from employment by resignation, layoff or otherwise, shall be paid the balance of his/her accumulated vacation credits at the 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.

Section ~~26~~25: SICK LEAVE

A.

1. Each regular full-time employee 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 day. 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 period.

2. ~~Effective July 4, 2015, each~~ **Each** employee regularly scheduled to work less than 40 hours per workweek shall accrue sick leave at the rate of three (3) hours per pay period. 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

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

1. Absences relating to the health of the employee:
 - a. Personal illness or physical incapacity;
 - b. Medical or dental appointments;
 - c. Forced quarantine in accordance with community health regulations;
2. Absences relating to the health of the employee's family:
 - a. Health conditions of or medical or dental appointments for the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law and others as required by law in a total amount not to exceed 48 hours in a payroll year.
 - b. The care of an employee's newborn child/children or the placement with an employee of a son or daughter for adoption or foster care within the first 12 months after birth or placement, for up to 96 hours.
 - c. The serious health condition of a family member which qualifies under the Family and Medical Leave Act (FMLA), provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for FMLA.

In no event shall the total time taken pursuant to 2.a, 2.b and 2.c 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 granted only when an employee has sick leave credits. The first sick leave with pay may not be taken before the 90th day following employment with the City. No payment for sick leave shall be made without the approval of the department head or designee.

2. Prior to resuming work after taking three or more consecutive shifts of sick leave, an employee shall submit a physician's written certification of the medical necessity for his/her absence from work and a written release stating that he/she is able to perform his/her normal or modified job duties. For example, an employee absent on Monday, Tuesday and Wednesday must provide this release before resuming work on Thursday.

If the absence of three or more consecutive shifts is for family illness (See B2 above), the employee shall submit certification from the attending physician of the family member's 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 their 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.

An eligible employee who does not use sick leave during the preceding payroll year may convert up to 60% to cash or vacation, to be paid at the employee's base salary rate.

F. Payment for Unused Sick Leave Upon Separation

Payment for unused sick leave upon separation shall be awarded 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 separation.
 2. An eligible employee, who separates after ten years of continuous service for any reason other than death or retirement, shall be compensated for 55% of the unused balance of all accumulated sick leave credits in excess of 960 hours, to be paid at the base salary rate in effect at the time of separation.
- G. All sick leave credits not taken as sick leave or otherwise converted shall remain within the employee's accumulated sick leave credits.
- H. The City Manager may authorize a new employee to have up to 440 hours of sick leave credit. Such credit shall be available only for use as described in B above and shall not be available for any other use.

Section ~~27~~26: 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:

- A. 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:
1. Unpaid time must not exceed 10% of any pay period.
 2. 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.
 3. Taking unpaid time shall not result in overtime pay or comp time.

- B. 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. Except that sick leave shall accrue in accordance with Section ~~25-26~~ A-2 during the work reduction period.
- C. To be eligible for this program, an employee must have passed the initial probation period.

Section ~~2827~~: BENEFITS FOR PART-TIME EMPLOYEES

- A. Persons appointed on a part-time basis shall receive only the benefits listed below:

| Event | Benefit |
|-------|---------|
|-------|---------|

| | |
|------------------|---|
| Upon appointment | CalPERS —in accordance with Section 12. |
|------------------|---|

Eligible for jury duty pay and tuition reimbursement 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.

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

| Amount of Current Service | Number of Hours – Biweekly | |
|------------------------------|----------------------------|-----------------|
| | 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 Section 24 A2, B1, B2, C and E.

Sick leave shall accrue in accordance with Section 25 A2.

Employees who regularly work 30 or more hours per week, or are assigned to a City position requiring health insurance coverage under the Affordable Care Act, shall be eligible for health insurance coverage per the provisions of Section 15.

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.**~~Appendices A1 through A4.~~

- 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.

Section ~~29~~**28**: JURY DUTY

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

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

Section ~~30~~**29**: MANAGEMENT LEAVE

Non-exempt employees hired into this unit from any source on or after June 29, 1996 are not eligible for management leave.

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

Section ~~31~~**30**: WORKERS' COMPENSATION PROGRAM

The rules governing Workers' Compensation for employees in the non-sworn management bargaining unit shall apply to Confidential/Nonrepresented employees.

Section ~~32~~~~31~~: 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.

Section ~~33~~~~32~~: ALTERNATE WORK SCHEDULES

Confidential/Nonrepresented unit employees are eligible for the City's alternate work schedule program, as provided in ~~its~~ **the City's** Agreement with the general employee bargaining unit.

Section ~~34~~~~33~~: DISCRETIONARY PERSONAL LEAVE

Discretionary personal leave accumulated and not used prior to approval of this Resolution will

~~Effective March 10, 2018, each active employee in this unit shall be granted a one-time accrual of 54 hours of discretionary personal leave to~~ be available for employee use until such time as the employee separates from the City and subject to the same terms of use as apply to members of the Fullerton Management Association.

ADOPTED BY THE FULLERTON CITY COUNCIL on ~~March 6, 2018~~ **March 17, 2020.**

Mayor

~~Doug Chaffee~~ **Jennifer Fitzgerald,**

ATTEST:

Lucinda Williams, City Clerk

Date