

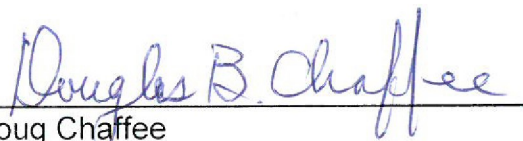
RESOLUTION 2018-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENTS BETWEEN THE CITY AND THE FULLERTON POLICE OFFICERS' ASSOCIATION SAFETY AND DISPATCHER UNITS

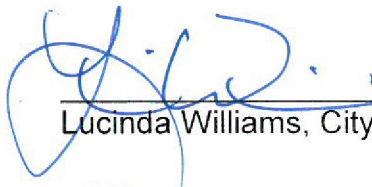
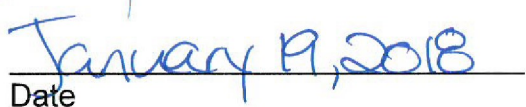
THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES AS FOLLOWS:

Section 1: The Side Letter Agreements between the City and the Fullerton Police Officers' Association Safety and Dispatcher Units attached hereto are approved.

ADOPTED BY THE FULLERTON CITY COUNCIL on January 16, 2018.

  
Doug Chaffee  
Mayor

ATTEST:

  
Lucinda Williams, City Clerk  
  
Date

City of Fullerton  
RESOLUTION CERTIFICATION

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE     ) SS  
CITY OF FULLERTON     )

RESOLUTION NO. 2018-01

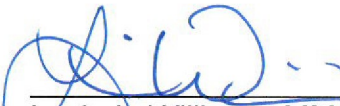
I, Lucinda Williams, City Clerk and ex-officio Clerk of the City Council of the City of Fullerton, California, hereby certify that the whole number of the members of the City Council of the City of Fullerton is five; and that the City Council adopted the above and foregoing Resolution No. 2018-01 at a regular meeting of the City Council held on the January 16, 2018 by the following vote:

COUNCIL MEMBER AYES:                   Chaffee, Fitzgerald, Silva

COUNCIL MEMBER NOES:                 Sebourn, Whitaker

COUNCIL MEMBER ABSTAINED:         None

COUNCIL MEMBER ABSENT:             None

  
\_\_\_\_\_  
Lucinda Williams, MMC  
City Clerk

## **SIDE LETTER OF AGREEMENT**

City of Fullerton

And

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

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

WHEREAS, FPOA and the City have entered into a Memorandum of Understanding ("MOU") between them that is in effect from July 1, 2015 to June 30, 2019, and governs generally the wages, hours and other terms and conditions of employment of the classifications represented by the Police Safety Bargaining Unit ("FPOA-PSU"); and

WHEREAS, the City and FPOA-PSU have informally discussed amending certain provisions of the MOU and have reached an agreement on amending certain provisions of the MOU;

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

1. ARTICLE 5 - TERM/SUCCESSOR AGREEMENT – is hereby amended to read in its entirety as follows:

### **ARTICLE 5: TERM/SUCCESSOR AGREEMENT**

The term of this Agreement shall be from July 1, 2015 through June 30, 2021. FPOA shall have the unilateral option to extend this agreement one additional year, through June 30, 2022, by providing written notice to the City on or before April 1, 2020. If FPOA does not provide such written notice this agreement shall expire at 11:59 p.m. on June 30, 2021. Any further extension of this Agreement must be mutually agreed upon by the City and the Association.

The effective date of each Article is July 1, 2015, unless otherwise indicated.

2. ARTICLE 11 - ASSOCIATION LEAVE – subsection (D) is hereby amended to read as follows:

The first 144 hours of Association leave taken collectively by all employees during each payroll year shall be paid by the City. Beyond that amount, an employee who is granted leave may be authorized by the Association to be paid for such leave from an Association-paid leave account. Any employee so authorized shall fill out the appropriate form, as provided by the City, indicating that the leave is for Association business and that the Association is to be billed

for that leave. Beginning January 1, 2018, the Association leave time will increase from 144 hours to 480 hours per payroll year.

3. ARTICLE 15 - SCHEDULE OF BASE SALARY RATES and ALLOCATION OF CLASSES TO SALARY RANGES – subsection (A), is hereby amended to read in its entirety as follows:

**ARTICLE 15 - SCHEDULE OF BASE SALARY RATES and ALLOCATION OF CLASSES TO SALARY RANGES**

- (A) The Schedule Of Base Salary Rates and Allocation Of Classes To Salary Ranges is contained in Appendix A as amended by this Side Letter, which will be incorporated into and made a part of the MOU. Base salary rates shall be adjusted by across-the-board increases as follows:

Effective July 4, 2015: 6.0%

Effective the first pay period after July 1, 2016: 3.0%

Effective the first pay period after July 1, 2017: 1.0%\*

Effective the first pay period after July 1, 2018: 1.0%

Effective the first pay period after July 1, 2019: 1.0%

Effective the first pay period after July 1, 2020: 1.5% \*\*

\* Employees including incumbent employees and those employees who separated between July 1, 2017 and the date this Side Letter is implemented shall be entitled to this retroactive increase.

\*\* In the event the FPOA elects to extend this agreement pursuant to Article 5 of this Side Letter, there will be no across-the-board increase in July, 2020 and the 1.5% across-the-board increase shall take effect the first pay period after July 1, 2021.

Subsection (C) is hereby amended to read in its entirety as follows:

Discretionary personal leave ("DPL") shall be granted in the following amounts:

- (1) Upon ratification of Side Letter – 25 Hours to be distributed with the first payroll distribution in January 2018.
- (2) 25 Hours to be distributed in equal amounts with payroll during fiscal year 2018-2019.
- (3) 25 Hours to be distributed in equal amounts with payroll during fiscal year 2019-2020.

DPL will have no cash value and its use must be approved by the Chief of Police, or designee, to ensure it does not require overtime backfill. Employees on DPL will be on paid status. All accrued DPL will be available for use by an employee until that employee separates from the City.

3. ARTICLE 16 – INCREMENT PAY – is hereby amended as follows:

To amend Section (E) Career Development Pay, by changing the title to Master Police Officer and adding subsections 1(d) and 1(e), as follows:

1(d) Maintains a "Meets Standards" or higher score on the employee's last annual or biannual performance evaluation, or if the employee does not maintain a "Meets Standards" score, the employee may requalify at any point during the year when the employee's supervisor documents that the employee has improved his or her performance to "Meets Standards" or higher. Employees must be reevaluated at least every six months if rated below "Meets Standards."

1(e) Possess an AA degree or higher, or, a high school diploma (or the equivalent) plus successfully complete at least 6 college credits in a job related field.

Add subsection (F) to read in its entirety as follows:

(F) Longevity Pay

- (1) Effective the first pay period after July 1, 2017, employees including incumbent employees and those employees who separated between July 1, 2017 and the date this provision is implemented, who have completed 23 or more years of sworn law enforcement service shall be paid longevity pay of 1% above base pay.
- (2) Effective the first pay period after July 1, 2018, Longevity Pay for employees who have completed 23 or more years of sworn law enforcement service shall be increased to 2.5% above base pay.
- (3) Effective the first pay period after July 1, 2019, Longevity Pay for employees who have completed 23 or more years of sworn law enforcement service shall be decreased to 1.5% above base pay.
- (4) Effective the first pay period after July 1, 2020, in the event the FPOA elects NOT to extend the term of the MOU pursuant to Article 5 of this Side Letter, Longevity Pay shall be eliminated. If the FPOA elects to extend the term of the MOU pursuant to Article 5 of this Side Letter, the Longevity Pay for employees who have completed 23 or more years of sworn law enforcement service shall remain at 1.5% above base pay until June 20, 2021, at which time it shall terminate.

To the extent legally permitted, the City shall report Longevity Pay to CalPERS as special compensation pursuant CCR 571(a)(1), Longevity Pay.

6. ARTICLE 25 – HEALTH INSURANCE – is hereby amended as follows:

Amend the last paragraph of subsection (A)(1) to read in its entirety as follows:

The parties expressly acknowledge and agree that the City is in negotiations with other impacted bargaining units regarding replacement of the Anthem PPO and Anthem HMO plans as soon as possible during calendar year 2018. At the earliest possible date following ratification of the Side Letter and agreement with all other impacted bargaining units, the Anthem PPO plan shall be replaced by a Cigna HSA Plan and the Anthem HMO shall be replaced by the Cigna Full Network Plan. In addition, the Cigna Select Network HMO plan shall be included as an optional benefit plan. City contributions and employee contributions for the replacement plans when they become available are set forth in Appendix B to the Side Letter, which shall be incorporated into and made a part of the MOU.

Amend subsection (A)(2) to read in its entirety as follows:

The parties expressly acknowledge and agree that any right either has, or claims to have, to reopen the contract concerning changes to wages, hours and other terms and conditions of employment, including, but not limited to the City's right to reopen contained in Article 25 (A)(2) – HEALTH INSURANCE, has been fully satisfied and is hereby extinguished and removed in its entirety from the MOU. In the event a change in the Affordable Care Act or applicable regulations and their interpretation by the federal government leads to exposure to penalties by the City or by employees, either party may request discussions about changes to Article 25. However, no changes shall be made except by mutual agreement of the parties.

Amend subsection (C) to add new subsection (C)(6) to read in its entirety as follows:

Any employee first hired by the City after January 30, 2018 shall not be entitled to any payments of any kind under subsection (C) of Article 25 of this MOU.

Amend subsection (D) to read in its entirety as follows:

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