

RESOLUTION 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE FULLERTON POLICE OFFICERS' ASSOCIATION – POLICE SAFETY UNIT

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

The Side Letter of Agreement between the City and the Fullerton Police Officers' Association – Police Safety Unit, dated June XX, 2020 and attached hereto is approved.

ADOPTED BY THE FULLERTON CITY COUNCIL on July 7, 2020.

---

Jennifer Fitzgerald  
Mayor

ATTEST:

---

Lucinda Williams, MMC  
City Clerk

---

Date

## **SIDE LETTER OF AGREEMENT**

City of Fullerton  
And  
Fullerton Police Officers' Association - Police Safety Unit

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

WHEREAS, Fullerton Police Officers' Association - Police Safety Unit (FPOA-PSU) and the City have entered into a Memorandum of Agreement (MOA) between them that was 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 FPOA-PSU; and

WHEREAS, the FPOA-PSU and the City entered into a side letter of agreement that was adopted via Resolution No. 2018-01 (attached), approved January 16, 2018; and

WHEREAS the side letter of agreement extended the term of the MOA from July 1, 2015 through June 30, 2021, and gave the FPOA-PSU the option to extend the MOA by one additional year, through June 30, 2022; and

WHEREAS, the FPOA-PSU has exercised its right to extend the term of the MOA under the terms of the side letter of agreement adopted by Resolution No, 2018-01;

NOW THEREFORE, the City and FPOA-PSU agree to further amend their MOA 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, 2022. Any further extension of this Agreement must be mutually agreed upon by the City and the Association.

The effective date of this Article is July 15, 2015, unless otherwise indicated.

2. All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOA.

**FOR THE CITY OF FULLERTON**

\_\_\_\_\_  
Kenneth A. Domer, City Manager

\_\_\_\_\_  
Date

**FOR THE FULLERTON POLICE OFFICERS' ASSOCIATION**

 *for*  
\_\_\_\_\_  
Ryan O'Neill, President

*6/30/2020*  
\_\_\_\_\_  
Date

FULLERTON POLICE OFFICERS' ASSOCIATION  
POLICE SAFETY UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 11, 2020

RANGE NO.	CLASS TITLE	<u>STEPS</u>							
		1	2	3	4	5	6	7	8
140	Police Officer								
	Annual	74,366	78,085	81,989	86,088	90,393	94,912	99,658	102,149
	Approx. Monthly	6,197	6,507	6,832	7,174	7,533	7,909	8,305	8,512
	Approx. Bi-Weekly	2,860	3,003	3,153	3,311	3,477	3,650	3,833	3,929
	Hourly	35.753	37.541	39.418	41.389	43.458	45.631	47.912	49.110
142	Police Officer Trainee								
	Annual	74,366	78,085	81,989	N/A	N/A	N/A	N/A	N/A
	Approx. Monthly	6,197	6,507	6,832					
	Approx. Bi-Weekly	2,860	3,003	3,153					
	Hourly	35.753	37.541	39.418					
160	Police Corporal								
	Annual	79,991	83,990	88,190	92,599	97,229	102,090	107,195	109,875
	Approx. Monthly	6,666	6,999	7,349	7,717	8,102	8,508	8,933	9,156
	Approx. Bi-Weekly	3,077	3,230	3,392	3,562	3,740	3,927	4,123	4,226
	Hourly	38.457	40.380	42.399	44.519	46.745	49.082	51.536	52.824
170	Police Sergeant								
	Annual	96,134	100,941	105,988	111,287	116,851	122,694	128,829	132,049
	Approx. Monthly	8,011	8,412	8,832	9,274	9,738	10,225	10,736	11,004
	Approx. Bi-Weekly	3,697	3,882	4,076	4,280	4,494	4,719	4,955	5,079
	Hourly	46.218	48.529	50.956	53.503	56.179	58.988	61.937	63.485



FULLERTON POLICE OFFICERS' ASSOCIATION  
POLICE SAFETY UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 10, 2021

RANGE NO.	CLASS TITLE	<u>STEPS</u>							
		1	2	3	4	5	6	7	8
140	Police Officer								
	Annual	75,482	79,256	83,219	87,380	91,749	96,336	101,153	103,682
	Approx. Monthly	6,290	6,605	6,935	7,282	7,646	8,028	8,429	8,640
	Approx. Bi-Weekly	2,903	3,048	3,201	3,361	3,529	3,705	3,890	3,988
	Hourly	36.289	38.104	40.009	42.009	44.110	46.315	48.631	49.847
142	Police Officer Trainee								
	Annual	75,482	79,256	83,219	N/A	N/A	N/A	N/A	N/A
	Approx. Monthly	6,290	6,605	6,935					
	Approx. Bi-Weekly	2,903	3,048	3,201					
	Hourly	36.289	38.104	40.009					
160	Police Corporal								
	Annual	81,190	85,250	89,512	93,988	98,687	103,622	108,803	111,523
	Approx. Monthly	6,766	7,104	7,459	7,832	8,224	8,635	9,067	9,294
	Approx. Bi-Weekly	3,123	3,279	3,443	3,615	3,796	3,985	4,185	4,289
	Hourly	39.034	40.986	43.035	45.187	47.446	49.818	52.309	53.617
170	Police Sergeant								
	Annual	97,576	102,455	107,578	112,956	118,604	124,534	130,761	134,030
	Approx. Monthly	8,131	8,538	8,965	9,413	9,884	10,378	10,897	11,169
	Approx. Bi-Weekly	3,753	3,941	4,138	4,344	4,562	4,790	5,029	5,155
	Hourly	46.912	49.257	51.720	54.306	57.021	59.872	62.866	64.438

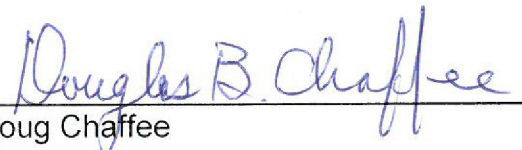
RESOLUTION 2018-01

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

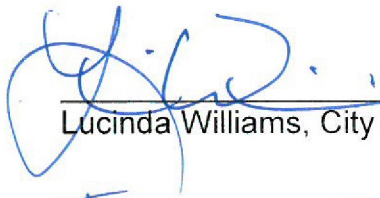
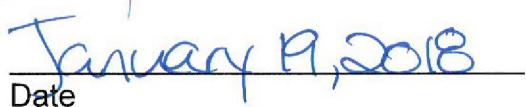
THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES AS FOLLOWS:

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

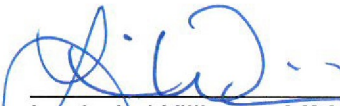
I, Lucinda Williams, City Clerk and ex-officio Clerk of the City Council of the City of Fullerton, California, hereby certify that the whole number of the members of the City Council of the City of Fullerton is five; and that the City Council adopted the above and foregoing Resolution No. 2018-01 at 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

reduced cost, not to exceed \$50.00 per pay period. If either spouse was first hired by the City after January 30, 2018, neither spouse shall be entitled to any payments of any kind under subsection (D) of Article 25 of this MOU.

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

(F) PORAC Retiree Medical Trust

The City agrees that FPOA may enter into a contract to implement the PORAC Retiree Medical Trust at the time of its choosing during the term of this MOU that requires FPOA members to contribute a set equal amount per group (e.g., Classic employees or new members) each pay period on a pre-tax basis. The City shall not be a party to the contract between FPOA and PORAC and the City shall have no liability related to FPOA's contract with PORAC. The City's role will be to process payroll deductions as FPOA directs for the PORAC Retiree Medical Trust. FPOA shall indemnify and hold the City harmless with regard to this provision of the MOU and any and all issues related to the PORAC Retiree Medical Trust.

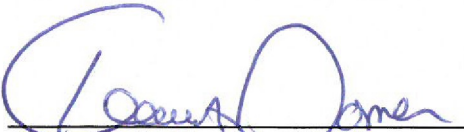
ARTICLE 44 – Discipline is hereby amended to read to add the following:

Effective for disciplinary actions imposed on or after January 1, 2018, the following shall apply:

In addition to the discipline alternatives set forth in current policy and practice, an employee may elect, after receiving a suspension without pay, to use his or her available compensatory time off to maintain their income while they are off of work serving their suspension. If the employee has insufficient available compensatory time off to cover the length of the suspension without pay, the employee may choose to use his/her accumulated vacation leave for the balance of the suspension.

7. All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU.


**FOR THE CITY OF FULLERTON**

  
Kenneth A. Domer, City Manager

1-18-18  
Date



**FOR THE FULLERTON POLICE OFFICERS' ASSOCIATION (PUBLIC SAFETY  
UNIT)**

  
\_\_\_\_\_  
Robert Kirk, President

12-12-17  
\_\_\_\_\_  
Date

FULLERTON POLICE OFFICERS' ASSOCIATION  
SAFETY UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 1, 2017

RANGE NO.	CLASS TITLE	<u>STEPS</u>					
		1	2	3	4	5	6
140	Police Officer						
	Annual	71,124	74,680	78,414	82,335	86,452	90,774
	Approx. Monthly	5,927	6,223	6,535	6,861	7,204	7,565
	Approx. Bi-Weekly	2,736	2,872	3,016	3,167	3,325	3,491
	Hourly	34.194	35.904	37.699	39.584	41.563	43.641
142	Police Officer Trainee						
	Annual	71,124	74,680	78,414	N/A	N/A	N/A
	Approx. Monthly	5,927	6,223	6,535			
	Approx. Bi-Weekly	2,736	2,872	3,016			
	Hourly	34.194	35.904	37.699			
160	Police Corporal						
	Annual	76,503	80,328	84,344	88,561	92,989	97,639
	Approx. Monthly	6,375	6,694	7,029	7,380	7,749	8,137
	Approx. Bi-Weekly	2,942	3,090	3,244	3,406	3,577	3,755
	Hourly	36.780	38.619	40.550	42.578	44.706	46.942
170	Police Sergeant						
	Annual	91,941	96,538	101,365	106,433	111,755	117,343
	Approx. Monthly	7,662	8,045	8,447	8,869	9,313	9,779
	Approx. Bi-Weekly	3,536	3,713	3,899	4,094	4,298	4,513
	Hourly	44.202	46.413	48.733	51.170	53.728	56.415

FULLERTON POLICE OFFICERS' ASSOCIATION  
SAFETY UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 14, 2018

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
140	Police Officer						
	Annual	71,835	75,427	79,198	83,158	87,316	91,682
	Approx. Monthly	5,986	6,286	6,600	6,930	7,276	7,640
	Approx. Bi-Weekly	2,763	2,901	3,046	3,198	3,358	3,526
	Hourly	34.536	36.263	38.076	39.980	41.979	44.078
142	Police Officer Trainee						
	Annual	71,835	75,427	79,198	N/A	N/A	N/A
	Approx. Monthly	5,986	6,286	6,600			
	Approx. Bi-Weekly	2,763	2,901	3,046			
	Hourly	34.536	36.263	38.076			
160	Police Corporal						
	Annual	77,268	81,131	85,187	89,447	93,919	98,615
	Approx. Monthly	6,439	6,761	7,099	7,454	7,827	8,218
	Approx. Bi-Weekly	2,972	3,120	3,276	3,440	3,612	3,793
	Hourly	37.148	39.005	40.956	43.003	45.153	47.411
170	Police Sergeant						
	Annual	92,861	97,504	102,379	107,498	112,873	118,516
	Approx. Monthly	7,738	8,125	8,532	8,958	9,406	9,876
	Approx. Bi-Weekly	3,572	3,750	3,938	4,135	4,341	4,558
	Hourly	44.644	46.877	49.221	51.682	54.266	56.979

FULLERTON POLICE OFFICERS' ASSOCIATION  
SAFETY UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 13, 2019

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
140	Police Officer						
	Annual	72,553	76,181	79,990	83,990	88,189	92,599
	Approx. Monthly	6,046	6,348	6,666	6,999	7,349	7,717
	Approx. Bi-Weekly	2,791	2,930	3,077	3,230	3,392	3,561
	Hourly	34.881	36.626	38.457	40.380	42.399	44.519
142	Police Officer Trainee						
	Annual	72,553	76,181	79,990	N/A	N/A	N/A
	Approx. Monthly	6,046	6,348	6,666			
	Approx. Bi-Weekly	2,791	2,930	3,077			
	Hourly	34.881	36.626	38.457			
160	Police Corporal						
	Annual	78,040	81,942	86,039	90,341	94,858	99,601
	Approx. Monthly	6,503	6,829	7,170	7,528	7,905	8,300
	Approx. Bi-Weekly	3,002	3,152	3,309	3,475	3,648	3,831
	Hourly	37.519	39.395	41.365	43.433	45.605	47.885
170	Police Sergeant						
	Annual	93,789	98,479	103,402	108,573	114,001	119,701
	Approx. Monthly	7,816	8,207	8,617	9,048	9,500	9,975
	Approx. Bi-Weekly	3,607	3,788	3,977	4,176	4,385	4,604
	Hourly	45.091	47.345	49.713	52.198	54.808	57.549



FULLERTON POLICE OFFICERS' ASSOCIATION  
SAFETY UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 11, 2020 or July 10, 2021  
if FPOA exercises optional year, per Article 5, paragraph 1 of Side Letter of Agreement

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
140	Police Officer						
	Annual	73,642	77,324	81,190	85,250	89,512	93,988
	Approx. Monthly	6,137	6,444	6,766	7,104	7,459	7,832
	Approx. Bi-Weekly	2,832	2,974	3,123	3,279	3,443	3,615
	Hourly	35.405	37.175	39.034	40.985	43.035	45.186
142	Police Officer Trainee						
	Annual	73,642	77,324	81,190	N/A	N/A	N/A
	Approx. Monthly	6,137	6,444	6,766			
	Approx. Bi-Weekly	2,832	2,974	3,123			
	Hourly	35.405	37.175	39.034			
160	Police Corporal						
	Annual	79,211	83,171	87,330	91,696	96,281	101,095
	Approx. Monthly	6,601	6,931	7,277	7,641	8,023	8,425
	Approx. Bi-Weekly	3,047	3,199	3,359	3,527	3,703	3,888
	Hourly	38.082	39.986	41.986	44.085	46.289	48.604
170	Police Sergeant						
	Annual	95,196	99,956	104,954	110,201	115,711	121,497
	Approx. Monthly	7,933	8,330	8,746	9,183	9,643	10,125
	Approx. Bi-Weekly	3,661	3,844	4,037	4,239	4,450	4,673
	Hourly	45.767	48.056	50.458	52.981	55.630	58.412

## APPENDIX B

### **Contributions to Medical Insurance SIDE LETTER OF AGREEMENT**

City of Fullerton

And

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

The following contributions shall become effective upon implementation of Cigna medical plans in place of Anthem medical plans and shall replace those contributions specified in ARTICLE 25 (A)(1):

For employees hired before July 26, 1996:

	Cigna HSA \$3000	Cigna HMO – Full Network	Cigna HMO – Select Network	Kaiser
Single	\$643.79	\$622.99	\$540.00	\$487.21
Two-Party	\$1,354.92	\$1,309.15	\$1,140.00	\$972.38
Family	\$1,803.17	\$1,825.61	\$1,560.00	\$1,307.22

For employees hired on or after July 26, 1996:

	Cigna HSA \$3000	Cigna HMO – Full Network	Cigna HMO – Select Network	Kaiser
Single	\$487.21	\$622.99	\$540.00	\$487.21
Two-Party	\$972.38	\$1,309.15	\$1,140.00	\$972.38
Family	\$1,307.22	\$1,825.61	\$1,560.00	\$1,307.22

## **SIDE LETTER OF AGREEMENT**

City of Fullerton

And

Fullerton Police Officers' Association ("Dispatcher 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 Dispatcher Bargaining Unit ("FPOA-DU"); and

WHEREAS, the City and FPOA-DU 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-DU as follows:

1. ARTICLE 4 - TERM/SUCCESSOR AGREEMENT – is hereby amended to read in its entirety as follows:

### **ARTICLE 4: 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 8 – THE 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 8 – THE 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 4 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 (B) 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 9 – INCREMENT PAY – is hereby amended as follows:

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

(C) 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 19 or more years of service with the City of Fullerton 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 19 or more years of service with the City of Fullerton 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 19 or more years of service with the City of Fullerton 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 4 of this Side Letter, Longevity Pay shall be eliminated. If the FPOA elects to extend the term of the MOU pursuant to Article 4 of this Side Letter, the Longevity Pay for employees who have completed 19 or more years of service with the City of Fullerton 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.

4. ARTICLE 19 – HEALTH INSURANCE – is hereby amended as follows:

Amend the last paragraph of subsection (A)(3) 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)(4) 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 19 (A)(3) – 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 19. However, no changes shall be made except by mutual agreement of the parties.

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 reduced cost, not to exceed \$50.00 per pay period. If either spouse was first hired by the City after January 30, 2018, neither spouse shall be entitled to any payments of any kind under subsection (D) of Article 19 of this MOU.

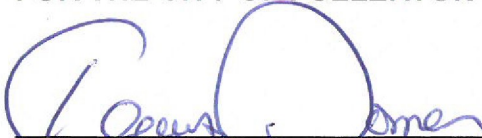
Add new subsection (F) to read in its entirety as follows:

(F) PORAC Retiree Medical Trust

The City agrees that FPOA may enter into a contract to implement the PORAC Retiree Medical Trust at the time of its choosing during the term of this MOU that requires FPOA members to contribute a set equal amount per group (e.g., Classic employees or new members) each pay period on a pre-tax basis. The City shall not be a party to the contract between FPOA and PORAC and the City shall have no liability related to FPOA's contract with PORAC. The City's role will be to process payroll deductions as FPOA directs for the PORAC Retiree Medical Trust. FPOA shall indemnify and hold the City harmless with regard to this provision of the MOU and any and all issues related to the PORAC Retiree Medical Trust.

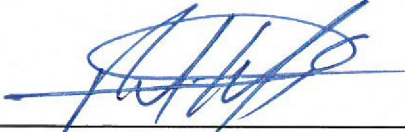
5. All other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU.

**FOR THE CITY OF FULLERTON**

  
Kenneth A. Domer, City Manager

1-18-18  
Date

**FOR THE FULLERTON POLICE OFFICERS' ASSOCIATION (DISPATCHER UNIT)**

A handwritten signature in blue ink, appearing to read 'R. Kirk', written over a horizontal line.

Robert Kirk, President

12-12-17

Date



FULLERTON POLICE OFFICERS' ASSOCIATION  
DISPATCHER UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 1, 2017

RANGE NO.	CLASS TITLE	<u>STEPS</u>					
		1	2	3	4	5	6
198	Police Dispatcher						
	Approx. Annual	50,236	52,747	55,385	58,154	61,062	64,115
	Approx. Monthly	4,186	4,396	4,615	4,846	5,088	5,343
	Approx. Bi-Weekly	1932	2029	2130	2237	2349	2466
	Hourly	24.152	25.359	26.627	27.959	29.357	30.824
199	Lead Police Dispatcher						
	Approx. Annual	55,646	58,429	61,350	64,418	67,638	71,020
	Approx. Monthly	4,637	4,869	5,113	5,368	5,637	5,918
	Approx. Bi-Weekly	2140	2247	2360	2478	2601	2732
	Hourly	26.753	28.091	29.495	30.970	32.518	34.144

FULLERTON POLICE OFFICERS' ASSOCIATION  
DISPATCHER UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 14, 2018

RANGE NO.	CLASS TITLE	<u>STEPS</u>					
		1	2	3	4	5	6
198	Police Dispatcher						
	Approx. Annual	50,738	53,275	55,939	58,736	61,672	64,756
	Approx. Monthly	4,228	4,440	4,662	4,895	5,139	5,396
	Approx. Bi-Weekly	1951	2049	2151	2259	2372	2491
	Hourly	24.393	25.613	26.894	28.238	29.650	31.133
199	Lead Police Dispatcher						
	Approx. Annual	56,203	59,013	61,964	65,062	68,315	71,731
	Approx. Monthly	4,684	4,918	5,164	5,422	5,693	5,978
	Approx. Bi-Weekly	2162	2270	2383	2502	2627	2759
	Hourly	27.021	28.372	29.790	31.280	32.844	34.486

FULLERTON POLICE OFFICERS' ASSOCIATION  
DISPATCHER UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 13, 2019

RANGE NO.	CLASS TITLE	<u>STEPS</u>					
		1	2	3	4	5	6
198	Police Dispatcher						
	Approx. Annual	51,245	53,808	56,498	59,323	62,289	65,403
	Approx. Monthly	4,270	4,484	4,708	4,944	5,191	5,450
	Approx. Bi-Weekly	1971	2070	2173	2282	2396	2516
	Hourly	24.637	25.869	27.162	28.521	29.947	31.444
199	Lead Police Dispatcher						
	Approx. Annual	56,765	59,603	62,583	65,712	68,998	72,448
	Approx. Monthly	4,730	4,967	5,215	5,476	5,750	6,037
	Approx. Bi-Weekly	2183	2292	2407	2527	2654	2786
	Hourly	27.291	28.655	30.088	31.592	33.172	34.831

FULLERTON POLICE OFFICERS' ASSOCIATION  
DISPATCHER UNIT  
SCHEDULE OF BASE SALARY RATES AND  
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 11, 2020 or July 10, 2021  
if FPOA exercises optional year, per Article 4, paragraph 1 of Side Letter of Agreement

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
198	Police Dispatcher						
	Approx. Annual	52,014	54,615	57,345	60,213	63,223	66,385
	Approx. Monthly	4,335	4,551	4,779	5,018	5,269	5,532
	Approx. Bi-Weekly	2001	2101	2206	2316	2432	2553
	Hourly	25.007	26.257	27.570	28.948	30.396	31.916
199	Lead Police Dispatcher						
	Approx. Annual	57,616	60,497	63,522	66,698	70,033	73,535
	Approx. Monthly	4,801	5,041	5,293	5,558	5,836	6,128
	Approx. Bi-Weekly	2216	2327	2443	2565	2694	2828
	Hourly	27.700	29.085	30.539	32.066	33.670	35.353



## APPENDIX B

### **Contributions to Medical Insurance SIDE LETTER OF AGREEMENT**

City of Fullerton  
And  
Fullerton Police Officers' Association ("Dispatcher Unit")

The following contributions shall become effective upon implementation of Cigna medical plans in place of Anthem medical plans and shall replace those contributions specified in ARTICLE 19 (A)(1) and (A)(2):

For employees hired before June 29, 1996:

	Cigna HSA \$3000	Cigna HMO – Full Network	Cigna HMO – Select Network	Kaiser
Single	\$643.79	\$622.99	\$540.00	\$487.21
Two-Party	\$1,354.92	\$1,309.15	\$1,140.00	\$972.38
Family	\$1,803.17	\$1,825.61	\$1,560.00	\$1,307.22

For employees hired on or after June 29, 1996:

	Cigna HSA \$3000	Cigna HMO – Full Network	Cigna HMO – Select Network	Kaiser
Single	\$487.21	\$622.99	\$540.00	\$487.21
Two-Party	\$972.38	\$1,309.15	\$1,140.00	\$972.38
Family	\$1,307.22	\$1,825.61	\$1,560.00	\$1,307.22