

RESOLUTION NO. 2020-~~XX~~02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, RELATING TO COMPENSATION FOR EXECUTIVE EMPLOYEES AND SUPERSEDING RESOLUTION ~~2019-53~~2020-02 AND AMENDMENTS THERETO

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

Section 1: Purpose

The Executive Compensation Plan is established for the following purposes:

- A. To establish a system in which compensation serves as an effective device for promoting better job performance for employees serving in the following Executive classifications of Fire Chief, Director of Public Works, Director of Community and Economic Development, Director of Administrative Services, Director of Parks & Recreation, Director of Human Resources, Deputy City Manager, City Engineer/Assistant Public Works Director, Library Director, ~~and~~ Deputy Director of Community and Economic Development and Chief Information Officer (hereinafter collectively Executive Employees.)
- B. To promote maximum commitment by Executive Employees to objectives of the City Council and the City Manager.
- C. To foster the identification of an executive group and an understanding of associated roles and responsibilities.
- D. To recognize the distinct character of executive jobs and incumbents as opposed to grouping them with other employees for compensation purposes.
- E. To improve the City's ability to attract and retain outstanding executives.

Section 2: Effective Date

The provisions of this Resolution shall be effective ~~September 15~~January 7, 2020 unless otherwise stated.

Section 3: City Revenues

Executive Employees are encouraged to shop in Fullerton.

Section 4: City Manager Authority and Individual Employment Agreements

The City Manager shall have the authority to enter into individual employment agreements (Employment Agreements) on behalf of the City with each Executive Employee setting forth terms and conditions of employment within the discretion granted the City Manager through this Resolution. Employment Agreements with Tier 2 and 3 Executive Employees shall also

require the signature of the appropriate Appointing Authority as designated in Section 5. The City Manager has no authority to agree to terms of compensation beyond which are provided within this Resolution. The City Manager shall have authority to agree to:

- A. Base salary within the applicable salary ranges in Appendix A and within the parameters provided in Section 6.
- B. Exchange of any form of cash payment or City contribution for which an Executive Employee is eligible under the terms of this Resolution for an equivalent City contribution to a Retiree Health Saving Account on behalf of the employee, as allowed by law;
- C. Appointment dates and work schedules;
- D. Use of a City owned vehicle for the conduct of City business in lieu of a vehicle use allowance or mileage reimbursement. Any Executive employee authorized by the City Manager to use a City vehicle to commute to and from work shall be responsible for payment of any taxes related to such benefit.
- E. Vacation accrual within the parameters provided in Section ~~23~~2.
- F. Executive leave eligibility with the parameters provided in Section 24.
- G. Initial leave bank balances, so long as such balances have no cash value to the Executive Employee; and
- H. Other non-monetary terms and conditions common to an appointing authority and not in conflict with any of the provisions of this Resolution.

#### Section 5: Appointing Authorities

Appointments may be made to Executive classifications only after City Council has authorized necessary funding. The appointing authorities for each Executive classification are identified below. For Tier 2 and 3 classifications, City Manager approval of the appointment is required. The Appointing Authorities designated herein shall have no separate authority to bind the City of Fullerton to terms of compensation other than that granted to the City Manager in Section 4.

Classification	Appointing Authority
Tier 1 Classifications	
Fire Chief	City Manager
Director of Public Works	City Manager
Director of Community and Economic Development	City Manager
Director of Administrative Services	City Manager
Director of Parks & Recreation	City Manager
Director of Human Resources	City Manager
Deputy City Manager	City Manager
<u>Chief Information Officer</u>	<u>City Manager</u>
Tier 2 Classifications	

Classification	Appointing Authority
Library Director	City Manager in conjunction with Library Board of Trustees
Tier 3 Classifications	
City Engineer/Assistant Director of Public Works	Director of Public Works
Deputy Director of Community and Economic Development	Director of Community and Economic Development

## Section 6: Salary Ranges

The City Council herein approves a salary "control point" for each Executive classification by which salary ranges for the classification are established.

- A. Control points shall be adjusted from time to time by resolution of the City Council to ensure that Executive Employees are appropriately compensated for the level of duties and responsibilities of each position, the salary schedules of employees under their span of control, and when appropriate, in comparison to like positions in surrounding cities and agencies.
- B. A salary range shall then be established by subtracting 20% from the control point for the bottom of the range and adding 20% to the control point for the top.
- C. The salary control point and salary ranges for each Executive classification shall be contained in Appendix A.

## Section 7: Performance Appraisals and Salary Determination

- A. The City Manager shall have discretion to make appointments at any point within the established range for Executive Employees.
- B. The City Manager shall establish Performance Appraisal Guidelines for use in evaluating performance of Executive Employees. These Guidelines shall include a list of objectives that have been mutually agreed upon between the City Manager, the appointing authority (if not the City Manager) and each respective Executive Employee.

Each Executive's performance in achieving the established objectives will be evaluated by the appropriate appointing authority in conjunction with the Executive Employee, by rating at least the following skills and behaviors, as defined in the Guidelines:

1. Communication (Oral and Written)
2. Analytical & Problem-solving
3. Decision-making
4. Planning & Organization
5. Management Control
6. Leadership

7. Interpersonal Sensitivity and Respect for Individuals
  8. Flexibility and Innovation
  9. Handling Stress
  10. Technical Knowledge
  11. Professional Integrity
  12. Collaboration, Teamwork and Conflict Resolution
  13. Commitment to Risk Management Policies and Practices to Protect the Employees, Financial, and Other Assets of the City
  14. Dedication of Efforts to the Delivery of Quality Services to the Citizens, Successful Outcome of City Council and City Manager Objectives, and the Overall Efficient and Effective Operations of the City of Fullerton
- C. The City Manager shall request from the City Council any suggestions, opinions and evaluations pertaining to Executive Employee performance for incorporation in the annual performance evaluation.
- Evaluation of the Library Director's performance and setting of salary is subject to recommendations from the Library Board of Trustees, and the City Manager, subject to City Council approval, in accordance with §18921 of the California Education Code.
- Tier 3 Executive Employee performance evaluation shall be the responsibility of the designated Appointing Authority for the classification after consult with the City Manager.
- D. The City Manager shall then determine each Executive Employee's salary within the established range, adjusting it primarily on the attainment of objectives and demonstration of skills and behaviors described in B above. Other considerations may include economic indicators, adjustments granted to other City employees, salary relationships with other City employees. The City Manager's discretion to increase an Executive Employee's salary within a 12 month period is limited to 10% or less. The City Council must approve by vote in open session at a regular City Council meeting, to increase any Executive Employee's salary in excess of 10% in a 12 month period. It shall also be ~~will also be~~ within the City Manager's discretion to decrease an Executive Employee's salary, subject to agreement by ~~with~~ the affected employee. ~~'s agreement.~~
- E. The City Manager shall advise the City Council by written memorandum of all Executive Employee salary adjustments prior to implementing such adjustments each year.
- F. Salary adjustments shall be authorized by way of completion of an Executive Employee Employment Agreement Amendment in a form approved by the City Attorney. Employment Agreements in effect as of October 3, 2017 shall be updated with the required Employment Agreement Amendment to reflect any salary adjustments made by way of City Personnel Action Forms not otherwise reflected in the Employment Agreement. Employment Agreement Amendments for Tier 2 and

Tier 3 shall be signed by the City Manager as well as the Appointing Authority for the classification.

Section 8: California Public Employees' Retirement System (CalPERS)

- A. The City's contract with CalPERS for employees shall apply to the Executive unit as follows:

Classification	CalPERS Category
Fire Chief	Fire Safety
All Others	Miscellaneous

- B. Employer-Paid Member Contributions and Employee Cost Sharing

1. The City shall pay the CalPERS normal member contribution (as defined in the California Government Code based on membership classification and formula) into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code. Effective, October 21, 2017, the City's payment of the normal member contribution shall be reduced by 2% of total compensation earnable (to 5% for Miscellaneous employees and to 7% for Safety employees), with the balance paid by the employee. Effective the first full pay period of each fiscal year thereafter, the City paid portion shall be reduced by an additional 2% of total compensation earnable or the entire balance of the City paid portion, whichever is the lesser amount, until the employees pay the entire normal member contribution. The City paid portion of the normal member contribution shall continue to be included in compensation earnable per this section until such time an employee is paying the full normal member contribution.

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.

2. 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 employees and shall in no way alter any obligation of the City toward such employees.
3. Executive employees who are not considered "new members" under PEPRA shall pay the percentage of the employer rate for CalPERS as specified in the contract between the City and CalPERS.
4. Effective October 21, 2017, employees who are not "new members" shall contribute the applicable percent of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate as is specified as the "Employees Sharing Cost of Additional Benefits" in the

agreement between the City and the California Public Employees' Retirement System. The current applicable percent for Miscellaneous employees is 5.696% and for Fire Safety employees is 8.164%.

- C. The City shall pay the 1959 Survivor Benefits premium for employees.
- D. Credit for Unused Sick Leave, Cal. Gov. Code §20965. An employee covered under the Miscellaneous category who is not eligible for benefits under Section 21.F Payment for Unused Sick Leave upon Separation shall receive additional service credit for the balance of his/her unused sick leave upon retirement from the City, converted per the terms of the CalPERS contract amendment.
- E. Employees who are not considered "new members" under PEPRA and hired by the City into classifications covered by this resolution on December 23, 2012 or later shall be subject to amendments made prior to their hire date to the contract between the City and CalPERS including the following:
  - 1. Safety Category: Replace 3% @ 50 formula, Section 21362.2, with 3% @ 55 formula, Section 21363.1.
  - 2. Miscellaneous and Safety: Elimination of the One-Year Final Compensation, Section 20042, benefits to be replaced with the provision for calculating retirement benefits on the highest 36 months.Employees rehired after a period of separation from the City may also be subject to these amendments in accordance with CalPERS rules.
- F. Executive Employees who are considered "new members" under PEPRA shall be entitled to the benefit formulas and final compensation period as prescribed by PEPRA.

#### Section 9: At Will Status and Termination of Employment

- A. Municipal Code Sections 2.33.010 and 2.33.020 related to the City's disciplinary and appeals procedures shall not apply to Executive employees. Each Executive Employee serves at the pleasure of the City Manager and may be discharged without cause.
- B. The City Manager has discretion to include in an Employment Agreement with an Executive Employee a provision requiring written notice providing that in the event the Executive Employee is discharged without cause, the Executive Employee is entitled to up to six months written notice or alternatively, at the discretion of the City Manager, a lump sum cash payment of up to six months of his/her then current base salary (to the extent allowed by law) and in addition, up to six months of COBRA coverage under any City sponsored medical, dental or vision plan in which the employee and/or his /her dependents are covered by at the time of separation.
- C. An Executive Employee discharged as a result of an act of moral turpitude or conviction of a felony or as a failure to maintain licenses, certifications or bonds required for his/her position shall not be entitled to benefits of Section 8.B. above.

#### Section 10: Reimbursement Accounts



Each Executive may participate in the City's Reimbursement Account Program and the Business Expense Reimbursement Account Program. The City Manager shall promulgate rules and regulations governing these programs.

Each employee with a payroll deduction for medical or dental insurance premiums shall have his/her salary reduced by the amount of deductions on a before-tax basis upon completion of any required documentation to allow pre-tax treatment.

#### Section 11: Medicare

Employees hired 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.

#### Section 12: Health Insurance

##### A. Contributions – Employees

1. The City shall pay the following maximum base monthly contribution rates effective January 1, 2018 for Executive employees enrolled in a City sponsored plan. The base contribution rate for which an employee is eligible is dependent upon the tier of coverage selected by the employee. If the employee selects a health plan and tier with a monthly premium greater than the base contribution rate, the difference shall be paid by the employee on a pre-tax basis to the extent allowed by law:

Single	\$ 500.00
Two-Party	\$ 1,000.00
Family	\$ 1,350.00

2. Base contribution rates shall remain fixed unless and until amended by resolution of the City Council.
3. Employees selecting plans and tiers of coverage with premium less than the base contribution rates shall not be eligible to receive the difference in cash.

##### B. City Contributions for Medical Insurance after Retirement for Employees Hired on or Before September 1, 2017

1. This subsection applies only to employees hired on or before September 1, 2017.
2. For each person regularly employed for 20 cumulative years or more who retires subsequent to December 31, 1995 the City shall pay the same contribution provided to active employees for employee-only coverage under the City health plan chosen by the employee, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be Two Hundred Dollars (\$200.00). With respect to an employee who retired between June 28, 1986 and December 31, 1995 the City shall pay 100% of the employee-only premium.

3. For each person regularly employed for 10 or more cumulative years, but less than 20, and retires subsequent to December 31, 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 employee, 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 December 31, 1995 the City shall pay 50% of the employee-only premium.
4. 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. Employees hired on or after January 1, 2012 shall not be entitled to this benefit.
5. A "retiree" as used in this Article shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from City of Fullerton employment.
6. This obligation to pay health insurance premiums shall end at such time as the retiree reaches age 65 or becomes eligible to enroll, automatically or voluntarily, in MediCal or MediCare, whichever occurs first.
7. 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 group 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. The employee that opts out will then receive a cash payment equal to \$50 per pay period if he/she signs an attestation provided by the City in accord with the following:

All employees must enroll in an available City health program unless they opt out. An employee may receive cash in lieu for opting out of the City's health program if he/she provides the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the



individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows or has reason to know that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

D. Retiree Health Savings Plan

The City Manager shall have discretion to negotiate as part of an Executive Employee’s compensation package a City contribution in the amount of up to \$100 per pay period to an individual member account in a Retiree Health Savings Plan administered by the City. Eligibility for such a contribution must be included in the Executive Employee’s Employment Agreement.

Section 13: Life Insurance

The City shall provide group life insurance equal to annual base salary for each Executive up to an annual base salary maximum of \$200,000. Each employee may purchase additional City group term life insurance.

Section 14: 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 pre-disability earnings as defined in the policy document, or \$6,000 per month, whichever is less. This maximum benefit shall be reduced by income from other sources as defined in the policy document.

Section 15: Dental Insurance

- A. 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 by the City.
- B. A retiree (as defined in Section 9.B) 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 15<sup>th</sup> of the month preceding the effective month of coverage.

#### Section 16: Vision Insurance

The City shall provide vision care insurance to employees on the Cigna medical plans, and to any dependents they have enrolled on the Cigna medical plan, and pay the lesser of the premium for such coverage or \$24.88 per month.

#### Section 17: Consolidated Omnibus Budget Reconciliation Act Of 1985

The City may cause employees not entitled to the benefits set forth in Section 9.B 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) to be charged for such coverage the maximum rate permissible by law (presently 102% of the premium for an active employee).

#### Section 18: Uniform Allowance

The Fire Chief, when employed by the City of Fullerton, shall receive an annual allowance for the purchase and maintenance of uniforms and equipment. The amount shall be the same as the highest amount authorized for any classification represented by the Fire Management. The payment procedures governing Fire Management shall apply.

#### Section 19: Healthy Lifestyle Practices

- A. Each Executive Employee is encouraged to undergo a comprehensive medical examination at least once every two years and to complete health screenings recommended by his/her medical provider. Each Executive Employee shall be eligible to be reimbursed up to \$750 per payroll year for this purpose.
- B. Funds not utilized may be carried over from one year to the next. All or part of these amounts may be converted to taxable income to pay for expenses which qualify under an IRC §125 Medical Reimbursement Account, with a maximum amount available of \$2,000. C. Any funds not utilized for medical exams or screening may be utilized by an Executive Employee for his/her personal (not for dependents) enrollment in a health club or in a related "wellness" program - e.g., health condition management program, smoking cessation, stress reduction or weight control.

#### Section 20: Tuition Reimbursement

Executive employees shall be covered by the tuition reimbursement program that applies to Management Association employees. The reimbursement limit shall be \$2,500 per fiscal year. Additionally, the City Manager may approve a reimbursement for job-related education courses, seminars or conferences for which an academic grade or units of academic credit are not given. In such cases, the costs of travel, meals and lodging associated with the course shall be eligible for reimbursement.

## Section 21: Vehicle Use

Executive Employees, except the Fire Chief, may receive \$224 per pay period for the use of his/her personal vehicle on City business when authorized by employment contract. Those receiving this allowance shall have a personal vehicle available at his/her work site each day he/she works, and shall use that vehicle for City business. The City Manager shall promulgate rules and regulations governing this program. The Fire Chief shall have use of a City vehicle under rules and regulations promulgated by the City Manager.

## Section 22: Holidays

~~A. Each regular full-time employees who works or is absent from work with the approval of the City Manager, 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~~

~~— An employee on a 9/80 work schedule 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. When an employee is absent from work under circumstances which entitled him/her to receive sick leave benefits for any holiday, 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.~~

A. The following days shall be recognized Holidays for Executive Employees:

1. January 1, New Year's Day
2. The third Monday in February, Presidents' Day
3. The last Monday in May, Memorial Day
4. July 4, Independence Day
5. The first Monday in September, Labor Day
6. November 11, Veteran's Day
7. Thanksgiving Day
8. The Friday following Thanksgiving Day
9. December 24, Christmas Eve
10. December 25, Christmas Day
11. December 31, New Year's Eve

B. No other day shall be such a holiday unless it is a non-recurring holiday designated specifically by the President of the United States and/or the Governor of California, and approved by the City Council.

C. An employee who works with regard to holidays will receive holiday leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, to be used when a designated City holiday occurs and employee works in a location, facility or program that is closed on the holiday, and the holiday falls on the employee's regular work day, and the employee is not required to work. The hours will be paid on the day the holiday occurs except as provided in [SectionArticle 22, C. 1. a](#)And 2. below. There shall be no additional cash value for holiday leave hours.

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

2. An employee will receive holiday discretionary paid leave time

in the amount of 9 hours or the length of the employee's work shift, whichever is less, when a City designated holiday falls on a day that is not a regular work day for the employee. These hours may be used at a later time in accordance with rules set forth herein.

3. Holiday discretionary leave time received under this [Section 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.

D. Executive Employees who were on payroll on July 4, 2020 and have not already received holiday pay for this date will receive holiday discretionary leave time in the amount of 8 hours.

## Section 23: 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	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 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 for an entire pay period shall not receive vacation credit for that pay period.

### B. Accumulation Limit

~~-An employee may accumulate vacation credits, with the right to take or be paid for if not taken, in an amount up to twice his/her annual vacation allowance, with the following exception:-~~

While employees are encouraged to manage their leave bank in compliance with the Annual Conversion, under special circumstances, once per calendar year, if an employee is at their maximum vacation accrual and unable to take vacation leave, 40 hours may be converted to cash outside of the regular Annual Conversion with City Manager approval

~~An employee is ineligible to earn vacation credit earned beyond the maximum his/her accumulation limit, with the following exception:~~

~~———When any written request by an employee to take vacation is refused or not acted upon by the City Manager and the employee is not allowed other vacation time off to prevent a loss of eligibility to earn 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.~~



C. 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 480 hours of vacation in the preceding payroll year; and must have at least 80 hours of vacation remaining after such conversion.

D. Separation From Employment

An employee who separates from employment by resignation, layoff or otherwise, shall be paid the balance of his/her accumulated vacation credit, at the base salary rate in effect on the date of separation. As soon as practical following adoption of this Resolution, the City's Retiree Health Savings Plan (RHSP) shall be modified to provide that upon a separation due to resignation, dismissal or retirement, an employee with a vacation accrual of 80 hours or more will have 50% of the cash value of the accrued hours deposited into an RHSP account established for the employee. In the event of a separation for any other reason or in the event the employee has fewer than 80 hours accrued vacation leave upon separation for any reason, the employee shall be paid the full value of the accrued leave in cash.

In the case of the employee's death while in active service, the entire balance shall be paid to the employee's designee or, if no designee, to the employee's estate.

Section 24: Sick Leave

- A. 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 workday. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or an unpaid leave of absence for an entire pay period shall not receive sick leave credit for that period.

B. Sick Leave Usage

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

1. Absences relating to the health of the employee:
  - a. Personal illness or physical incapacity;
  - b. Medical or dental appointments;
  - c. Forced quarantine in accordance with community health regulations; and
  - d. To obtain any relief or services related to being a victim of domestic violence, sexual assault or stalking.

2. Absences relating to the health of the employee's family:

- a. Diagnosis, care, preventive care or treatment of health conditions of or medical or dental appointments for the employee's family members, as that term is defined in the California Labor Code, which includes, but is not limited to, the employee's spouse, registered domestic partner, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, parent of registered domestic partner 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) and/or California Family Rights Act (CFRA), provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for FMLA and/or CFRA.

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 and/or CFRA 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 90<sup>th</sup> day of employment. No payment for sick leave shall be made without the approval of the City Manager 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.
3. If the absence of three or more consecutive shifts is for family illness (See B.2 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. Employees 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, registered domestic partner, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, parent of registered domestic partner, grandparent, grandchild, step-parent or legal guardian or 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 sick leave credits earned during the preceding payroll year to either of the following:
  - a. Up to 50% to vacation credits; or
  - b. Up to 50% to cash, to be paid at the employee's base salary rate.
2. An eligible employee who does not use sick leave during the preceding payroll year may convert up to 60% to cash or vacation to be paid at the employee's base salary rate.

F. Payment for Unused Sick Leave Upon Separation

Payment for unused sick leave upon separation shall be paid to persons regularly appointed to any City classification on or before August 31, 1983 and employed continuously thereafter. All others are ineligible for this benefit.

1. If an eligible employee dies or retires, 55% of the unused sick leave credits accumulated will be paid to the employee or, in the case of the employee's death, to the employee's designee or, if no designee, to the employee's estate. Such payment will be at the base salary rate in effect at the time of 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 250 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 25: Executive Leave

Each Executive shall be eligible for up to 72 hours (81 hours for employees on a synchronized 9/80 schedule) of executive leave each fiscal year. Additional time may be granted at the discretion of the City Manager.

Such leave shall not accrue past the maximum. Unused executive leave shall be lost at the end of each fiscal year, and shall not be converted to any other form of compensation.

An employee who separates prior to the end of a fiscal year shall have deducted from his/her final paycheck or vacation balance any executive leave that would be considered advance payment.

#### Section 26: 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 27: Workers' Compensation

The rules governing Workers' Compensation for employees in the non-sworn management bargaining unit shall apply to non-safety Executive employees. The Chief of Police and the Fire Chief shall be governed by the rules that apply to the police safety management unit and fire safety management unit respectively.

#### Section 28: Cancellation

This Resolution supersedes Resolution 20~~2019-02~~<sup>53</sup> and amendments thereto. Provisions of the Resolution are effective September 15, 2020 unless otherwise stated.

ADOPTED BY THE FULLERTON CITY COUNCIL on September 15~~January 7~~, 2020.

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Jennifer Fitzgerald, Mayor

ATTEST:

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Lucinda Williams, City Clerk

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Date