FULLERTON MANAGEMENT ASSOCIATION July 1, 2011 through June 30, 2014

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>			
	EMPLOYER-EMPLOYEE RELATIONS				
1	INTRODUCTION	1			
	CONTRACTUAL ISSUES				
2 3 4 5 6	TERM - EFFECTIVE DATES SUCCESSOR AGREEMENT MAINTENANCE OF EXISTING BENEFITS SEPARABILITY CITY REVENUES	1 1 1 2 2			
PAY PROVISIONS					
7 8 9 10 11 12 13	BASE SALARY RATES and ALLOCATION OF CLASSES TO SALARY RANGES INCREMENT PAY ACTING PAY EXCEPTIONAL PERFORMANCE PAY TUITION REIMBURSEMENT UNIFORMS SURVEYS	2 3 4 4 7 7			
	RETIREMENT				
14 15	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) SOCIAL SECURITY	7 9			
	INSURANCE				
16 17 18 19 20 21 22 23	MEDICARE HEALTH INSURANCE REIMBURSEMENT ACCOUNT PROGRAM LONG-TERM DISABILITY INSURANCE LIFE INSURANCE VISION INSURANCE DENTAL INSURANCE SELF-INSURANCE/OTHER CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985	9 12 12 12 12 13 13			

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>				
<u>LEAVES</u>						
25 26 27 28 29 30	HOLIDAYS VACATION SICK LEAVE MANAGEMENT LEAVE WORKERS' COMPENSATION PROGRAM JURY DUTY	13 15 16 19 19 20				
WORKING CONDITIONS						
31 32 33 34 35	PAYROLL SYSTEM SUBSTANCE ABUSE USE OF TOBACCO ALTERNATE WORK SCHEDULES LAYOFFS	20 21 21 21 22				
<u>APPENDICES</u>						
A B	SCHEDULE OF BASE SALARY RATES AND ALLOCAT TO SALARY RANGES GROSS PAY BACK DEDUCTION	TION OF CLASSES				

AGREEMENT BETWEEN THE CITY OF FULLERTON AND THE FULLERTON MANAGEMENT ASSOCIATION, FOR THE PERIOD JULY 1, 2011 TO JUNE 30, 2014

ARTICLE 1: INTRODUCTION

This Agreement is made and entered into by the City of Fullerton (hereinafter referred to as the "City"), and the Fullerton Management Association (hereinafter referred to as the "Association"). The Association is the recognized majority representative of the non-sworn management bargaining unit (i.e., persons employed in classifications listed in Appendix A, hereinafter collectively referred to as "affected employees").

Pursuant to City Council Resolution 5145 (which pertains to employer-employee relations) and California Government Code §3500, et seq., authorized representatives of the City and the Association have met and conferred in good faith concerning compensation, hours and other terms and conditions of employment of affected employees, and have reached an Agreement that shall be submitted to the City Council for approval. Following approval, this Agreement shall be implemented by action of the Council or City Manager by appropriate ordinances, resolutions or other directives.

Therefore, the City and the Association agree that upon approval by the City Council, the compensation, hours and other terms and conditions of employment for affected employees shall be as follows:

ARTICLE 2: TERM - EFFECTIVE DATES

The term of this Agreement shall be from July 1, 2011 through June 30, 2014.

The effective date of each Article is July 1, 2011 unless otherwise stated.

ARTICLE 3: SUCCESSOR AGREEMENT

Each party shall submit its proposal for a successor agreement to the other party in writing on or before December 15, 2013.

ARTICLE 4: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment within the lawful scope of representation of the Association presently enjoyed by affected employees shall remain in full force and effect during the term of this Agreement.

ARTICLE 5: SEPARABILITY

If any part or provision of this Agreement is rendered or declared invalid by any existing or subsequently enacted state or federal legislation or by any decree of any court of competent jurisdiction, the remaining portions shall continue in full force and effect.

ARTICLE 6: CITY REVENUES

The Association will, without obligation, encourage its members to shop in Fullerton.

ARTICLE 7: The SCHEDULE OF BASE SALARY RATES and the ALLOCATION OF CLASSES TO SALARY RANGES shall be as contained in Appendix A. Either party may reopen negotiations for a one time salary increase to be effective on or after July 1, 2012 with the express understanding that any changes in base salary during the term of this Agreement would require mutual agreement.

- A. The gross pay back deduction of 5% described in Appendix B shall be eliminated effective December 9, 2011.
- B. The Discretionary personal leave program shall be eliminated effective the first pay period after this Agreement is approved by City Council. Hours accumulated under this program between October 1, 2011 and the first pay period after this Agreement is approved by City Council shall be credited toward the paid hours due in paragraph C below. Accumulated discretionary personal leave will be available for employee use until such time as the employee separates from the City. This discretionary personal leave will have no cash value and its use must be approved by the Department Head and not require overtime backfill. Employees on discretionary personal leave will be on paid status.
- C. In exchange for the elimination of discretionary personal leave, employees will be allowed nine hours paid time off (eight hours for employees on a traditional work schedule) on the following days:
 - 1. November 23, 2011
 - 2. December 28, 2011
 - 3. December 29, 2011
 - 4. January 16, 2012
 - 5. July 5, 2012
 - 6. October 8, 2012
 - 7. November 21, 2012
 - 8. December 26, 2012
 - 9. December 27, 2012
 - 10. January 21, 2013
 - 11. October 14, 2013
 - 12. November 27, 2013

- 13. December 26, 2013
- 14. January 20, 2014
- 15. Two (2) additional days, mutually agreeable to employee and City during fiscal year 2013/2014.

In addition, employees will be allowed eight hours paid time off on the following days:

- 1. December 28, 2012
- 2. December 27, 2013

Employees who are not regularly scheduled to work on one or more of the days specified in this paragraph, or those who are required to work on one or more of the specified days, or portions thereof, shall be granted the equivalent number of paid hours off for each of the specified days or portion of the day worked, to be scheduled, between the employee and his or her supervisor, during the term of this Agreement. Such paid time off shall not be eligible for conversion to cash or vacation.

ARTICLE 8: INCREMENT PAY

A. Shift Differential Pay

An eligible Library employee shall receive, in addition to regular pay, Shift Differential Pay equal to 5% of his/her base hourly rate for any hours worked after 5:00 p.m., except that no one shall receive shift differential solely because he/she is on an alternate work schedule and works after 5:00 p.m. Eligible employees are only those regularly appointed to any Library position effective on or before June 28, 1985 as well as those regularly appointed to any full-time Library position after that date.

B. Emergency Duty Pay

A person regularly employed in a classification listed below (or any other as ordered by the City Council) shall be compensated at his/her base hourly rate when required to return to work for emergencies and/or to be held over for emergencies, as determined by the department head:

Building & Facilities Supervisor Equipment Supervisor Jail Supervisor Landscape Supervisor Sewer Supervisor Street Supervisor Water Distribution Supervisor Water Production Supervisor

C. Bilingual Pay

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

- 1. 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.
- 2. The employee must pass a language skills test approved or administered by the City.

D. Overtime Pay

All represented classifications are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

ARTICLE 9: ACTING PAY

The pay provisions of the City's Acting Pay program (contained in Resolution 8485) are modified to provide that an employee: 1) shall receive Acting Pay beginning at the start of the first full shift following 80 consecutive hours actually worked (not paid leave) of an Acting assignment; and 2) shall be paid for all time served in a subsequent Acting position if the employee has received Acting Pay for the same temporary classification within the preceding 12 months, and there are at least 40 consecutive hours actually worked (not paid leave) in the second Acting assignment.

ARTICLE 10: EXCEPTIONAL PERFORMANCE PAY

Affected employees shall be eligible for the Exceptional Performance Pay Program.

ARTICLE 11: TUITION REIMBURSEMENT

A. Objective

The tuition reimbursement program is designed to encourage employees to continue their career development by enrolling in approved classroom courses which will:

- 1. Educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job.
- 2. Help prepare them for advancement to positions of greater responsibility with the City.

B. General Guidelines

- 1. The Director of Human Resources or his/her appointed representative shall:
 - a. Review written applications submitted by employees through their department heads.
 - b. Grant approval by either certifying the acceptability of majors, courses and expenditures, or suggesting those courses which will qualify the employee for tuition reimbursement.
 - c. Consult with department heads and school authorities on the development and establishment of criteria and standards.
 - d. Render a decision on pre-enrollment approval and/or tuition reimbursement forms within 60 days of receipt by Human Resources.
- 2. If approval is denied, the employee may submit a written appeal within 30 days to an education review committee consisting of three members appointed by the City Manager. The decision of the committee shall be final and binding on all parties, subject to their right to seek judicial review, and the decision shall not be subject to the grievance procedure.

C. Eligibility

- All regularly appointed employees who have passed their initial probation period are eligible to receive tuition reimbursement. Courses must: commence after passing the initial probation period; be in excess of the educational standards for the classification (as noted in the class specification); and not be taken to acquire skills, knowledge and abilities which the employee was deemed to have when appointed to the classification. An example of this would be college or university courses when the specification for the classification calls for high school graduation.
- 2. Courses must be (except where noted below in paragraph 5) approved by one of the six regional accreditation associations recognized by the Council on Post-Secondary Accreditation. Credits for non-classroom assignments such as life experience and military training are not reimbursable.
- 3. A course must be: 1) related to the employee's current classification; 2) related to a City classification to which the employee may reasonably expect promotion within five years of completion of his/her educational objective; or 3) required for the completion of the pre-approved job-related major. An example of the third requirement would be general education or elective requirements for the major as stated in the school catalog.

- Courses shall not duplicate training which the employee has already had or which is to be provided in-house unless approval has been granted by the department head and the Human Resources Department.
- 5. Job-related seminars, courses or conferences for which an academic grade or units of academic credit are not given are eligible with pre-approval from the department head and the Human Resources Department.
- 6. Courses related to the use of employee-purchased City-approved computer equipment may be authorized under the tuition reimbursement program if pre-approval is granted before commencement of a non-accredited class.
- 7. Courses cannot be taken on City time. The employee must certify that all courses submitted for approval were taken on his/her off-duty time.
- 8. To certify eligibility, a fully completed preapproval form shall be submitted to the department head and to Human Resources before the course begins.

D. Reimbursement

- A tuition reimbursement request form must be submitted within three months
 of the completion of the approved course(s). A minimum final grade of "C"
 or its equivalent is required for reimbursement. A pass in a pass/fail course
 will be considered equivalent to a "C" for reimbursement purposes only. No
 reimbursement shall be made for audited or incomplete courses.
- 2. Employees shall be reimbursed for tuition and any fees and reading materials required by the academic institution for the eligible course(s). Expenses for parking, travel, lodging, meals, transcript fees, materials and any other costs are not reimbursable.
- 3. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University, Fullerton, with a maximum of \$2,500 per fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.
- 4. Employees must submit a bona fide certification of major from the attendant institution, fees paid and grade achieved to have their request for reimbursement considered. These documents must accompany the reimbursement request form.

5. Upon separation from employment, employees shall reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who receive a service or disability retirement (as defined in Article 17.B), who are laid off by the City or who separate as a result of a City/departmental reorganization.

ARTICLE 12: UNIFORMS

- A. Field maintenance employees shall be eligible to receive up to six uniforms from the City for wear on the job and to/from the job.
- B. For Police employees required to wear and maintain uniforms, the City shall determine and provide the "first issue" of uniforms upon initial appointment, as well as a biweekly allowance of \$17.32.

ARTICLE 13: 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.

ARTICLE 14: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

- A. The City's contract with CalPERS for affected employees shall include the following options:
 - One-Year Highest Compensation (Cal. Gov. Code §20042). Provided however, as soon as the City can legally amend its contract with CalPERS, the One-Year Highest Compensation (Cal.Gov. Code §20042) optional benefit will not be provided for employees hired on or after the effective date of the contract amendment. Such employees will have their final compensation calculated based on the average of their highest paid 36 months.
 - 2. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).
 - 3. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code § 21574).
 - 4. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
 - 5. 2% @ 55 Full Formula (Cal. Gov. Code §21354).

- 6. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
- 7. Credit for Unused Sick Leave (Cal. Gov. Code §20965). An employee who is not eligible for benefits under Article 27(F) Payment for Unused Sick Leave upon Separation shall receive additional service credit for his/her unused sick leave upon retirement from the City, converted per the terms of the CalPERS contract.

B. Employer-Paid Member Contributions

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. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.

This employer-paid member contribution shall not be considered base salary, and is not taxable income, pursuant to §414(h)(2) of the Internal Revenue Code. However, should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees and shall in no way alter any obligation of the City toward such employees.

Effective December 10, 2011, employees shall contribute 7% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate. Upon implementation of this provision, the employee contribution toward the employer rate shall be made pursuant to Government Code Section §20516(f). As soon thereafter as possible, the City shall take all action necessary to amend its contract with CalPERS to implement the provisions of California Government Code 20516(a) to provide that all or the greatest portion possible of the 7% contribution shall be made pursuant to Government Code Section §20516(a), with the balance of the 7% contribution made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the 7% employee contribution toward the employer rate is not allowable as agreed, the employer-paid member contributions shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change. Retroactive amounts due under this provision shall be deducted from pay for service rendered the first full pay period occurring after this Agreement is approved by City Council.

It is further provided that should legislation be enacted that requires employees pay any portion of the required member contribution, then the City shall take whatever action is necessary to reduce the amount of the employee pick-up of the employer contribution by the amount of the required payment by the employee of the member contribution.

C. The City shall pay the 1959 Survivor Benefits premium for affected employees.

ARTICLE 15: SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the City and the Association shall meet-and-confer on this subject prior to implementation.

ARTICLE 16: 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.

ARTICLE 17: HEALTH INSURANCE

A. Contributions - Employees

1. Effective for coverage in effect on July 1, 2011, each employee will contribute the following monthly amounts toward the payment of premiums for employees and their dependents under the existing programs:

2. For rates effective January 1, 2012, any increase in the CalCare or Kaiser premium rates shall be paid by the City. Blue Cross (Anthem) Prudent Buyer premium rate increases shall be paid 50% by the employee and 50% by the City.

For rates effective January 1, 2013 and each year thereafter, any increases in the Blue Cross (Anthem) Prudent Buyer, CalCare or Kaiser premium rates at each level shall be divided equally between the City and the employee.

- If there are any Blue Cross (Anthem) Prudent Buyer premium rate decreases, the parties shall meet-and-confer on this subject only.
- 3. During the term of this agreement, the Medical Advisory Committee shall review and analyze options for alternate medical carriers, plan designs, and contribution strategies. At the conclusion of the work by the Medical Advisory Committee, either party may reopen this Agreement to discuss changes to Article 17 with the understanding that changes to this Article during the term of this Agreement will only be made by mutual agreement.

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 an 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, and who retires subsequent to December 31, 2002 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" 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.
- 5. 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.

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. Single-Party In-Lieu Pay (SPIL)

An employee regularly appointed to any City classification who had "single-party only" coverage under a City health insurance plan as of November 7, 1995 and has been employed by the City continuously thereafter, shall receive \$30 per pay period. Such payment shall continue so long as the employee has "single-party only" coverage. Further, persons regularly appointed prior to November 7, 1995 who, as of that date, had "single-party only" coverage under the Blue Cross (Anthem) Prudent Buyer plan will continue to receive the payment described above even if, at some subsequent date, they convert to either "2-party" or "family" coverage under the Blue Cross (Anthem) Prudent Buyer plan and then later return to "single-party only" coverage under the Blue Cross (Anthem) Prudent Buyer plan, provided that they will not be eligible to receive the payment during the period they are not receiving "single-party only" coverage. All others are ineligible for this benefit.

D. Married Employee Couples

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 \$50 per pay period.

E. Opt-Out

- 1. An employee eligible for the "Married Employee Couples" benefit described above is not eligible for the Opt-Out benefit.
- 2. 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. Re-enrollment in the Blue Cross (Anthem) Prudent Buyer plan may be subject to preexisting conditions, if established by the provider.

3. The employee will then receive a cash payment equal to 50% of the City's reduced cost, including SPIL Pay, if any. The minimum payment shall be \$50 per pay period, and the maximum shall be \$100.

ARTICLE 18: REIMBURSEMENT ACCOUNT PROGRAM

The City's Reimbursement Account Program (except Administrative Memo 321.5) shall be made available to affected employees.

Pursuant to said program, an employee may request that eligible expenses be paid or reimbursed by the City out of his/her account, with the employee's base salary being reduced by the amount of any such payments or reimbursements.

Each employee with a payroll deduction for medical and dental insurance premiums shall have his/her salary reduced by the amount of those deductions, on a before-tax basis.

ARTICLE 19: LONG-TERM DISABILITY INSURANCE

- A. The City shall pay 100% of the premium for a City-owned Long-Term Disability insurance policy affording coverage to each active employee.
- B. The policy shall have an elimination period of 55 calendar days of continuous disability. Anytime after the expiration of the elimination period, the employee may apply for Long-Term Disability insurance or may continue to use accrued leave pursuant to the City's policy thereon.
- C. The maximum benefit shall be 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 calculated in accordance with policy definitions.

ARTICLE 20: 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.

ARTICLE 21: VISION INSURANCE

The City shall provide vision care insurance to employees on the Blue Cross (Anthem) Prudent Buyer and CaliforniaCare medical plans, and to any dependents they have en-

rolled on the Blue Cross (Anthem) Prudent Buyer or CaliforniaCare medical plan, and pay the lesser of the premium for such coverage or \$24.88 per month.

ARTICLE 22: 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 Article 17) and his/her eligible dependents may subscribe to a City dental plan by paying the full premium for the coverage chosen.

ARTICLE 23: SELF-INSURANCE/OTHER

The City shall have the right to provide all or any portion of the benefits presently available under any existing health, long-term disability, dental, or vision plan through a self-insurance program or, in the case of vision insurance, via a contract with a direct provider; however, the election of such option shall not cause affected employees to suffer any loss of benefits or coverage.

A medical advisory committee, to include representatives of the four major employee organizations shall be established. The committee shall meet with City representatives at least four times per year. This committee's functions shall include analysis of plan coverage and cost containment opportunities, the review of alternative approaches to medical insurance, and communications to and from employees, for the purpose of providing reasonably priced medical care. Committee recommendations shall be developed with a view toward including them in this Agreement.

ARTICLE 24: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

Employees who are allowed to remain on a City health or dental insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) may be charged the maximum rate permissible by law for such coverage (presently 102% of the premium for an active employee).

ARTICLE 25: HOLIDAYS

Except as provided in Article 34 – Alternate Work Schedules:

- A. Each regular full-time employee who works or is absent from work with the approval of his/her department head on the work shift both before and after any such holiday, shall receive the following paid holidays of eight hours each:
 - 1. January 1, New Year's Day
 - 2. The third Monday in February, Presidents' Day
 - 3. The last Monday in May, Memorial Day
 - 4. July 4, Independence Day
 - 5. The first Monday in September, Labor Day
 - 6. November 11, Veteran's Day
 - 7. Thanksgiving Day
 - 8. The Friday following Thanksgiving Day
 - 9. December 24, Christmas Eve (if a Saturday or Sunday, the following Tuesday shall be observed)
 - 10. December 25, Christmas Day
 - 11. December 31, New Year's Eve
- B. No other day shall be such a holiday unless it is a nonrecurring 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 a holiday falls on his/her regular shift off. That absence from work must be taken immediately preceding or following said holiday, as designated by his/her department head. If an employee's regular work schedule precludes such absence in order to provide the usual continuous services of his/her department, the employee shall be compensated in the form of pay equal to one (1) regular work day, in addition to his/her holiday pay.
- E. When an employee is absent from work under circumstances which entitled him/her to receive sick leave benefits for any of said holidays, there shall be no double payment; instead, he/she shall not 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.

ARTICLE 26: VACATION

A. Accrual

1. Each employee shall accrue vacation credit with pay in accordance with the following table:

	Number of Hours		
Amount of Current Service	<u>Annually</u>	<u>Biweekly</u>	
<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 a new employee to earn vacation credit at any of the rates described above, up to 160 hours annually.

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

B. Usage

- 1. First Vacation: A new employee's first vacation may not be taken until he/she has worked for 13 pay periods. Absences such as sick leave or unpaid leave for an entire pay period shall not be considered time worked for this purpose.
- 2. 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 credit earned beyond the maximum is 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

- 1. At the end of each payroll year, an eligible employee may convert up to 40 hours of unused vacation time into cash, payable at the base salary rate in effect at the time of conversion. Such conversions shall be made concurrently with the annual conversion of sick leave.
- 2. To be eligible, an employee must have completed his/her initial probation period; must have actually taken (not converted) at least 80 hours of vacation in the preceding payroll year; and must have at least 80 hours of vacation remaining after such conversion.

E. Separation From Employment

An employee who separates from employment by resignation, layoff, or otherwise, shall be paid the balance of his/her accumulated vacation credits, at the base salary rate in effect on the date of separation. In the case of the employee's death, the balance shall be paid to the employee's designee or, if no designee, to the employee's estate.

ARTICLE 27: 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.
- 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 2a, 2b and 2c exceed 480 hours in any 12-month period. This maximum limit of 480 hours shall be reduced by any time taken pursuant to the employee's own FMLA qualifying condition(s) within such rolling 12-month period except as otherwise required by law.

C. Approval of Sick Leave

- Sick leave may be taken only when an employee has sick leave credits. The
 first sick leave with pay may not be taken until 24 hours of sick leave have
 been credited. 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 family member's attending physician of the medical condition during the length of absence for which paid leave is requested. The physician's certification shall verify that the family member had an illness, injury or medical procedure

during the period of time for which paid leave is requested. However, the certification shall not be required to include a diagnosis or description of injury or treatment.

D. Bereavement Leave

The death of a member of the employee's immediate family shall entitle the affected employee to be absent for three shifts (not to exceed 27 hours) and such absence shall not be charged to sick leave. An employee may also use two shifts (not to exceed 18 hours) of accumulated sick leave per incident for bereavement purposes, and the City Manager may authorize up to an additional five shifts (not to exceed 45 hours) of sick leave usage for bereavement purposes when appropriate.

The definition of "immediate family" for the purpose of bereavement leave shall include the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, legal guardian and others as required by law.

E. Annual Optional Conversion of Sick Leave

Employees hired on or after June 29, 1996 are not eligible for this conversion program.

- 1. A person who has been regularly employed by the City for the full preceding calendar year and has at least 24 hours of unused sick leave remaining from the preceding payroll year may convert a fixed percentage of the unused portion of those credits to either of the following:
 - a. Up to 50% to vacation credits; or
 - b. Up to 50% to cash to be paid at the employee's base salary rate.
- 2. An eligible employee who does not use sick leave during the preceding payroll year may convert up to 60% to cash or 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 such separation.

- 2. An eligible employee who separates after ten years of continuous service for any reason other than death or retirement, shall be compensated for 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 such separation.
- G. All sick leave credits not taken as sick leave or otherwise converted shall remain within the employee's accumulated sick leave credits.
- 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.

ARTICLE 28: 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 employee's department head.
- B. Management 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.

ARTICLE 29: WORKERS' COMPENSATION PROGRAM

A. Supplemental Pay

1. Unless employment is terminated, a regular full-time employee absent due to illness or injury resulting from his/her City employment, for which the employee received temporary disability payments under California Workers' Compensation laws, shall be paid his/her full salary only for the first 1,040 cumulative hours of each absence. This salary payment period shall not extend beyond the date temporary disability payments are terminated. The employee's salary shall be reduced by the total amount paid as temporary disability payments, and such partial salary shall not be charged against his/her sick leave credits. Persons employed on a 3/4-time basis shall receive a cumulative total of 780 hours, and persons employed on a half-time basis shall receive a cumulative total of 520 hours.

- 2. A full-time employee who suffers a temporary disability as a result of what is interpreted under state Workers' Compensation laws as a separate illness or injury, regardless of whether the illness or injury is to the same or a different part of the body, shall be entitled to an additional 1,040 hours cumulative time of supplemental pay (pro rata time if a part-time employee) for each such separate illness or injury.
- Once the employee has exhausted all of the benefits described in subparagraphs 1 and 2 above, the employee shall be entitled, at his/her request, to use any accumulated sick leave credits to pay the difference between his/her full salary and any amounts paid him/her under said Workers' Compensation laws until his/her accumulated sick leave credits are exhausted.
- 4. Employees on injured-on-duty status shall charge absences for doctor, therapy or follow-up visits which occur after July 24, 1995 to injury-on-duty leave i.e., the supplemental pay program described in this paragraph A.
- B. The anniversary date of any employee who is absent from work as a result of an illness or injury resulting from the performance of duties in the course of his/her employment, shall not be thereby affected as long as he/she is receiving an amount equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as through he/she were not absent.
- C. Employees shall return to the City all City-funded payments whose value exceeds the employee's regular base salary.

ARTICLE 30: JURY DUTY

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

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

ARTICLE 31: PAYROLL SYSTEM

A. 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 con-

clusion 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.

B. Each affected employee shall participate in the City's direct deposit payroll program.

ARTICLE 32: SUBSTANCE ABUSE

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, the Association, affected employees and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- C. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance.
- D. The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense.

ARTICLE 33: USE OF TOBACCO

In addition to the policy set forth in City directives, affected employees shall not use tobacco products in any form inside City buildings, structures, vehicles, and/or in plain view of the public while on duty.

The City shall reimburse (up to \$500 per fiscal year) the out-of-pocket expenses of any affected employee who completes a smoking cessation program operated by one of the City's health insurance providers, the employee assistance program, the American Cancer Society, the American Lung Association, or any other bona fide program preapproved by the Director of Human Resources.

ARTICLE 34: ALTERNATE WORK SCHEDULES

Management unit employees are eligible for the City's alternate work schedule program.

- 1. An employee on a 9/80, a 4/10 or a 3/12 work schedule shall receive a paid holiday of nine hours for each holiday (defined in Article 25) that falls or is observed on the City's synchronized nine-hour workday, or eight hours if the holiday falls or is observed on the City's synchronized eight-hour workday. When a holiday falls on the City's synchronized Friday closure day, such employees shall not receive any holiday pay or additional time off for that day.
- 2. When a holiday falls on his/her regularly scheduled day off, rather than on a closure Friday, an employee on an unsynchronized 9/80 schedule shall receive the day off with regular pay but will not receive any holiday pay or additional time off for that day.
- 3. Saturday Holidays When a holiday falls on a Saturday following a synchronized 9/80 closure day, an employee on a 9/80 work schedule shall be permitted an absence from work with nine hours pay if taken on that employee's regularly scheduled nine-hour workday, or eight hours pay if taken on that employee's regularly scheduled eight-hour workday. All employees who work a 4/10 or a 3/12 schedule shall be permitted an absence from work with nine hours pay. Such absence shall be taken on any regular workday between the Monday immediately following the holiday and the second working Friday in December of that calendar year. The specific day off is subject to approval of the department head.

If the Saturday holiday does not follow a 9/80 Friday closure, employees on a 9/80, a 4/10 or a 3/12 schedule shall be permitted an absence from work with eight hours pay within that same pay period.

ARTICLE 35: LAYOFFS

If the City decides layoffs are necessary, the parties shall meet-and-confer to discuss alternatives to layoffs.

DATED: December 12, 2011

FOR THE FULLERTON MANAGEMENT

ASSOCIATION

Gretchen R. Beatty

Alice Loya President

Director of Human Resources

FOR THE CITY OF FULLERTON

Ropald P. Bowers

Ronald P. Bowers Vice President

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