

**FULLERTON POLICE OFFICERS' ASSOCIATION
DISPATCHER UNIT**

July 1, 2015 through June 30, 2019

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AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
THE FULLERTON POLICE OFFICERS ASSOCIATION
DISPATCHER UNIT
FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2019

ARTICLE 1: INTRODUCTION

This Agreement is made and entered into by the City of Fullerton (hereinafter referred to as the "City") and the Fullerton Police Officers Association (herein after referred to as the "Association"). The Association is the recognized majority representative of the Police Dispatchers bargaining unit (i.e., persons employed as Police Dispatchers or Lead Police Dispatchers, 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 which shall be submitted to the City Council for its approval. Following approval, it shall be implemented by action of the Council or City Manager by appropriate ordinances, resolutions or other directives.

Therefore, the City and the Association understand 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: MANAGEMENT RIGHTS

The City retains all rights of management including but not limited to the exclusive right to determine the mission of its constituent departments, commissions and boards; to contract and subcontract; set standards of services; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; provided, however, that the exercise of such City rights shall not conflict with the express provisions of this Agreement.

ARTICLE 3: PEACEFUL PERFORMANCE

The parties recognize the obligation of the affected employees to continue to faithfully perform their duties for the City in accordance with the highest professional standards. No affected employee shall engage in, induce or encourage any concerted action

against the City including, but not limited to, strikes, work stoppages, slowdowns, speedups, "sick-ins", "sick-outs", or withholding of services to the City.

The Association agrees that neither it, nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any concerted action against the City as specified above. In the event of any concerted action as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert same.

ARTICLE 4: TERM - EFFECTIVE DATES

This Agreement shall be effective from July 1, 2015 through June 30, 2019. Any extension of this Agreement must be mutually agreed upon by the City and Association.

The effective date of each Section is July 1, 2015 unless otherwise stated herein.

ARTICLE 5: 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, unless changed by mutual agreement of the parties.

ARTICLE 6: 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 7: CITY REVENUES

The Association shall encourage its members to shop in Fullerton in an effort to increase the revenue available to the City.

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. The following across-the-board salary increases shall be effective during the term of this Agreement:

Effective July 4, 2015: 6.0%

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

Effective the first full pay period after July 1, 2017: 2.0%

Effective the first full pay period after July 1, 2018: 2.5%

- B. The discretionary personal leave program shall be eliminated effective September 30, 2011 for this unit except that discretionary personal leave accumulated and not used by September 30, 2011 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 Police Chief, or his designee, and not require overtime backfill. Employees on discretionary personal leave will be on paid status.
- C. A Y-Rate shall be added to the salary schedule. The Y-Rate shall only apply to the employee subject to the Y-Rate as of July 1, 2015 and shall not be extended to any other employee. Once any non-Y-Rated employee's salary on the salary schedule equals or exceeds the Y-rated salary, the Y-Rate will be removed from the salary schedule.

ARTICLE 9: INCREMENT PAY

A. Shift Differential Pay

An employee shall receive Shift Differential Pay in the amount shown if the requirements of the following schedule are met:

- | | | |
|----|---|----------------------------------|
| 1. | Swing Shift - 50% of the working hours per pay period are between 3:00 p.m. and 11:00 p.m. | 2.5% of his/her base salary rate |
| 2. | Graveyard Shift - 50% of the working hours per pay period are between 11:00 p.m. and 7:00 a.m. | 5% of his/her base salary rate |
| 3. | Non-Day Shift - when neither a. nor b. above apply, but 50% of the working hours per pay period occur in a combination of the Swing and Graveyard shifts. | 2.5% of his/her base salary rate |

B. Bilingual Pay

An employee shall be eligible to receive an additional \$75 per pay period if the following conditions are met:

- 1. The employee must on a frequent and recurring basis speak and/or translate by reading/writing one or more languages other than English in the performance of his/her public contact duties with the City.

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

ARTICLE 10: OVERTIME PAY

- A. All affected employees are designated non-exempt for purposes of the Fair Labor Standards Act (FLSA).

- B. Work Period

For employees on the standard workweek, the FLSA work period shall be seven days in length commencing at 12: 01 A.M. each Saturday. For employees on an alternate work schedule, the City shall adjust the FLSA work period to ensure the employee's regular schedule does not exceed 40 hours of work in any seven-day work period.

- C. Time Worked

In determining eligibility for overtime, paid leaves of absence shall be regarded as time worked and shall be included in calculating the total hours worked. Paid leaves of absence include, but are not limited to the following:

- | | |
|--------------------------|--------------------------------|
| 1. Vacation | 6. Workers' Compensation Leave |
| 2. Holiday Leave | 7. Jury Duty |
| 3. Sick Leave | 8. Bereavement Leave |
| 4. Administrative Leave | 9. Military Leave |
| 5. Compensatory Time Off | |

In calculating hours actually worked for overtime purposes, the following time will be excluded:

1. Voluntary non-pay time
2. Leaves of absence without pay
3. Suspensions with and without pay
4. Standby Duty

There shall be no pyramiding of overtime. Hours worked by an employee in any workday, workweek or payroll period on which premium rates have once been allowed shall not be used again in any other overtime computation.

- D. Payment

1. Each employee (including those employed part-time) required to work in excess of 40 hours in a work period shall receive compensation at the premium rate of time and one-half his/her regular rate of pay for the excess hours, except that employees shall be paid at the premium rate for work performed in excess of the employees regularly scheduled workday or regularly scheduled workweek.

An employee who, when solicited by the City, volunteers to work hours beyond his/her regular schedule shall be deemed to have been required to work by the City. A lack of congruity between an employee's work schedule and the time involved in a pay period shall not cause an employee to be ineligible for the premium rate for hours worked, when such hours are otherwise eligible therefore under the terms of this Agreement.

2. The regular rate of pay shall include the following types of pay in addition to base salary:
 - a. Increment Pay, as set forth in Article 10.
 - b. Education Incentive Pay (but not tuition reimbursement).
3. In lieu of receiving paid overtime under the above sections, an employee may earn compensatory time off on a time and one-half basis. The City may, at its discretion, pay overtime as provided in 1 above. An employee request for compensatory time shall not be unreasonably denied.

E. Effective the first pay period following ratification by both parties, an employee who works overtime to replace an employee who is taking compensatory time off shall be paid either in cash on a time and one half basis or may elect to receive the actual number of hours worked in compensatory time and the half time overtime in cash.

F. Compensatory Time Payoffs

Should any employee exceed 100 hours of accrued compensatory time, he/she shall be paid for those excess hours at the regular rate of pay. All compensatory time on the books at the end of each payroll year shall be paid off, unless used by the end of the following March in accordance with established practice. In addition, compensatory time balances shall be paid in full prior to the effective date of any salary increase.

G. Authorization For Overtime

All overtime required to meet minimum staffing levels shall have the authorization of a supervisor. When overtime is required due to an emergency situation, verbal authorization from a supervisor shall be obtained as soon as practical. Overtime worked until relieved by another is considered authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, may result in denial of the overtime request.

H. Clothes Changing

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Employees may be provided with a

locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Time spent in changing clothes before or after a shift is not considered time worked and is not compensable in any manner whatsoever.

I. Shift Trades

1. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter, and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Neither employee involved shall be entitled to the other employee's increment pay, if any. Any hours worked beyond the normal work shift will be credited to the individual actually doing the work.
2. Before it occurs, every shift trade must be approved by the Communications Bureau Sergeant, or in his/her absence, the on-duty Watch Commander. Such approval shall not be unreasonably denied.
3. "Pay-backs" of shift trades are the obligation of the employees involved in the trade. Pay-backs are to be completed within one calendar year of the date of the initial shift trade. Any dispute as to pay-backs is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.
4. If one individual fails to appear for the other, the person who has assumed responsibility for the duty assignment will either be charged with a paid leave of absence as appropriate, or will be listed as absent without leave and may be subject to discipline.

J. Early Relief

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Pay-backs" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The

City is not responsible in any manner for hours owed to employees by other employees who leave City employment or are assigned other duties.

K. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations §785.27, et seq.

L. Travel Time

Travel time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations §785.33, et seq.

M. Athletic Activity

The City provides a gym facility for the voluntary use of certain employees during their off-duty hours. Time spent by employees in working out at the gym facility, and any other off duty athletic activity, shall not be considered time worked and shall not be compensated in any manner.

N. Call-Back Pay

1. Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call-back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. Call-back duty does not apply to prescheduled work during employee's regular time off.
2. An employee called back to duty shall be paid at one and one-half times his/her regular rate of pay on an hour-for-hour basis for the actual time worked, with a minimum of four (4) hours. Travel time shall not be considered time worked and shall not be compensated in any manner whatsoever.
3. When an employee is notified of the order to return to duty at least five days in advance of the call back, he/she shall be paid at one and one-half times his/her regular rate of pay for the time actually worked, with a minimum of two (2) hours. The actual time worked commences when the employee returns to duty.
4. This provision is to be distinguished from "Court Appearance" pay in subparagraph P which is to be used when an employee is called back to court.

O. Court Standby Pay

1. An off-duty employee may leave a telephone number where he/she may be reached while on court standby. Such time is not considered time

worked under the FLSA and will not be compensated, except as set forth below.

2. All court standby pay shall be at the employee's straight time base hourly rate.
3. If an employee is on standby for the morning session only and is called to appear in court during that session, he/she shall be paid at one and one-half times his/her regular rate of pay for the appearance time only, with a two-hour minimum. If an employee is on morning session standby and is not called to appear, he/she will be paid for two hours of standby time at his/her regular hourly rate.
4. If an employee is on standby for the afternoon session only and is called to appear in court during that session, he/she shall be paid at one and one-half times his/her regular rate of pay for the appearance time only, with a two-hour minimum. If an employee is on afternoon session standby only and is not called to appear, he/she will be paid for two hours of afternoon standby time at his/her regular hourly rate.
5. If an employee is on standby for the morning session and is not called to appear until the afternoon session, he/she is paid for court appearance time only, at one and one-half times his/her regular rate of pay with a four-hour minimum.
6. If an employee is on standby for the entire court day and is not called to appear, he/she will be paid for four hours of standby time at his/her regular rate of pay. If an employee is on standby for the entire court day and is called to appear, he/she is paid for court appearance time only at one and one-half times his/her regular rate of pay with a four-hour minimum.
7. When an employee is directed to be on standby for a particular court session and the directive is rescinded prior to the beginning of that session, the employee shall receive the standby pay provided herein for that session unless the directive is rescinded prior to 96 hours before the session.
8. This payment is made pursuant to this Agreement, not pursuant to the FLSA. Time compensated in the above manner shall not constitute time worked for purposes of the FLSA. Employees do not have the option of taking compensatory time off for court standby.

P. Court Appearance Pay

An employee shall be credited with a minimum of two hours at one and one-half times his/her regular rate of pay for court appearances while off duty pursuant to a lawful subpoena relating to events occurring during the course and scope of employment. Where two or more court appearances are required on the same date for different cases, and are separated by a period of at least two hours, a two-hour minimum payment shall apply to each such court appearance. The

court meal period shall not be considered time worked for purposes of this paragraph unless the court is actually in session during the meal period. Travel time shall not be considered time worked and shall not be compensated in any manner whatsoever, except that employees shall be paid for travel time for appearances outside of Orange County.

Employees do not have the option of taking compensatory time off for court appearances.

ARTICLE 11: 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 working hours 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 seven consecutive calendar days in the second Acting assignment.

ARTICLE 12: EXCEPTIONAL PERFORMANCE PAY

All affected employees are eligible for the City's Exceptional Performance Pay program, as set forth in Appendix B.

ARTICLE 13: TUITION REIMBURSEMENT

A. Objective

The tuition reimbursement program is designed to encourage employees to continue their self-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

The Director of Human Resources or his/her appointed representative shall:

1. Review written pre-enrollment applications submitted by employees through the Department Head and render a decision within 60 days of receipt thereof by Human Resources.

2. Consult with the Department Head and school authorities on the development and establishment of criteria and standards to determine the acceptability of majors, courses and expenditures which will qualify the employee for tuition reimbursement.
3. Render a decision on tuition reimbursement request forms within 60 days of receipt by Human Resources.

C. Eligibility

1. All regularly appointed employees who have passed their initial probation period are eligible to receive tuition reimbursement. Courses must: commence after the employee passes 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 job-related college or university courses when the specification for the classification calls for high school graduation.
2. Courses must be (except where noted below in paragraphs C.5 and C.6) approved by one of the six regional accreditation associations recognized by the Council on Post-Secondary Accreditation. Credits given for non-classroom assignments such as life experience, military training, and professional training are not reimbursable.
3. Courses must be: 1) related to the employee's current occupation; 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.
4. 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. Courses needed to maintain or leading to a City-approved certificate, license or registration are eligible for reimbursement, as are any examination fees required to successfully maintain or obtain the certificate, license or registration. Reimbursement for eligible expenses will be made after obtaining or providing proof of renewal of the license, certificate or registration.
6. Courses related to the use of City-approved computer equipment purchased by the employee may be authorized under the tuition reimbursement program.

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 pre-approval form shall be submitted to the department head and to Human Resources before the course begins.

D. Reimbursement

1. 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 for courses taken during that fiscal year. The difference between the City's maximum obligation during any fiscal year and the total amount of 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, fees paid and grade achieved from the attendant institution in order to have their request for reimbursement considered. These documents must accompany the reimbursement request form in order to be processed.
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 20B, are laid off by the City, or who separate as a result of a City/departmental reorganization.

ARTICLE 14: UNIFORMS

- A. For employees required by the Police Department to wear and maintain uniforms, the City shall determine and provide the "first issue" of uniforms upon initial appointment, and a biweekly allowance of \$20.

- B. Employees shall return to the City any and all "first issue" uniforms received (or for which they were reimbursed under the provisions of Resolution 6821, Section 8) if they leave an affected classification within two years of appointment to an affected classification.
- C. The City may, at its sole discretion, convert the existing uniform purchase and allowance program to an alternative program such as, but not limited to, the provision of all uniforms or a voucher system. The uniform purchase and allowance program shall continue on a pro-rata basis until the effective date of such change.

ARTICLE 15: 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, Orange and Santa Ana.

ARTICLE 16: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

- A. The City's contract with CalPERS for affected employees shall include the following options:
 - 1. One-Year Highest Compensation (Cal. Gov. Code §20042) for employees hired prior to December 23, 2012.
 - 2. Employees hired on or after December 23, 2012 who are not considered "new members" as defined under the Public Employees' Pension Reform Act of 2013 (Cal. Gov. Code §7522 – 7522.74), hereinafter PEPRA, will have their final compensation calculated based on the provisions of California Government Code §20037. Final compensation shall be calculated based on the average of the highest three consecutive years.
 - 3. Employees hired on or after January 1, 2013 who are "new members" as defined under PEPRA will have their final compensation calculated based on the provisions of California Government Code §7522.32 (highest average pensionable compensation for 36 consecutive months.).
 - 4. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).
 - 5. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
 - 6. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.

7. The 2% @ 55 – Full Formula (Cal. Gov. Code §21354) for employees who not “new members” as defined under Government Code §7522.04(f).
8. Employees hired on or after January 1, 2013 who are “new members” as defined under Government Code §7522.04(f) shall be enrolled in the 2% @ 62 benefit plan mandated by PEPRA. (Cal. Gov. Code §7522.20)
9. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).

B. Member Contributions

For employees covered under the 2% @ 55 benefit plan:

1. The City shall pay each affected employee's CalPERS normal member contribution (as defined in §20677 of the California Government Code) into each employee's CalPERS account, 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.
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 affected employees, and shall in no way alter any obligation of the City toward such employees.
3. Employees shall contribute 7% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate. Effective December 23, 2012, the City amended its contract with CalPERS to implement the provisions of California Government Code §20516(a), to provide that 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 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.

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.

As mandated by PEPRRA, each employee meeting the definition of "new member" as defined under Government Code §7522.04(f), shall contribute his/her full member contribution of fifty percent (50%) of the normal cost as determined by CalPERS. (Cal. Gov. Code §7522.30) This contribution shall be made by way of payroll deductions.

- C. 1. Improvements or reductions to the retirement formula (e.g., 2% @ 55) set forth in the CalPERS contract for Miscellaneous Employees may be negotiated between the City and the Fullerton Municipal Employees Federation (FMEF).

Prior to or concurrent with the negotiations leading to implementation of any change, the City shall:

- a. Discuss such amendment(s) with and consider input from this unit;
- b. Invite representatives of this unit to participate in such negotiations.

Affected employees shall receive the same salary and/or benefit improvements or reductions that are negotiated with or imposed on the FMEF in connection with changes to the retirement formula.

The parties expressly agree that this Article 17C1 applies to the CalPERS formula only and does not apply to any other aspect of the City's contract with CalPERS.

2. In the event state law permits negotiation of retirement benefits for distinct units of miscellaneous members (i.e., benefits that apply uniquely to Dispatchers), the FPOA shall have the exclusive authority to negotiate such benefits as they pertain to its members.

ARTICLE 17: SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE 18: 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 19: HEALTH INSURANCE

- A. City Contributions - Employees

1. The City shall contribute the following monthly amounts toward the payment of premiums for employees and their dependents under the existing programs (or a new program providing substantially similar coverage and benefits mutually agreed upon between the City and the Association):

For coverage effective on July 1, 2015

For employees hired before June 29, 1996:

	Blue Cross (Anthem) Prudent Buyer	CalCare	Kaiser
Single	\$823.52	\$548.71	\$487.75
2-Party	\$1,868.64	\$1,153.22	\$974.87
Family	\$2,379.41	\$1,602.84	\$1,334.35

Any increases in the Blue Cross (Anthem) Prudent Buyer, CalCare or Kaiser premium rates shall be divided equally between the City and the employee.

If there are any Blue Cross premium decreases, the parties shall meet and confer on this subject only.

2. For employees hired on or after June 29, 1996, for rates in effect on July 1, 2015:

	Blue Cross (Anthem) Prudent Buyer	CalCare	Kaiser
Single	\$487.75	\$548.71	\$487.75
2-Party	\$974.87	\$1,153.22	\$974.87
Family	\$1,334.35	\$1,602.84	\$1,334.35

For persons hired on or after June 29, 1996 who choose the Blue Cross (Anthem) plan, the City's maximum contribution shall be equal to the City's contribution toward the Kaiser plan in each category.

Any increases in the CalCare or Kaiser premium rates shall be divided equally between the City and the employee.

Effective January 1, 2016, the Blue Cross (Anthem) Prudent Buyer and the CalCare HMO plans shall be amended to include the benefit plan changes specified on Appendix C.

3. During the term of this agreement, the City shall engage a consultant to study the feasibility and costs of changing medical insurance plans, carriers and contribution strategies. At the conclusion of the work by the consultant, the

City or Association may reopen this Agreement to meet and confer on potential changes to Article 20 to be effective on or after January 1, 2017.

4. The City may reopen this Agreement on the issue of health insurance benefits, to negotiate changes to the health insurance benefits, including but not limited to, insurance plans provided and contributions made by the City or employees, in the event necessary to avoid penalties under the Affordable Care Act or applicable regulations and their interpretation by the federal government.

B. City Contributions - Retirees

The City shall pay in behalf of each person regularly employed for 20 cumulative calendar years or more who retires from the City subsequent to September 30, 1995 the same contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be Two Hundred Dollars (\$200.00). With respect to any such employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 100% of the employee-only premium.

For a person regularly employed for ten or more cumulative calendar 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 any such employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 50% of the employee-only premium.

A "retiree" shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from the City.

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. Prior to such time, this obligation shall be suspended for any period during which the retiree is receiving or is eligible to receive health insurance coverage at the expense of another employer (either public or private). The City shall have the right to require any retiree covered by this paragraph to certify annually that he or she is not receiving nor is eligible to receive any such paid health insurance benefits from another employer.

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

1. Employees regularly appointed or rehired after July 24, 1995 are not eligible for Single-Party In-Lieu pay. Employees appointed or rehired on or before that date who "opt-out" under the provisions of paragraph E below are not eligible for Single-Party In-Lieu pay if they re-enroll in a City health plan.
2. Employees regularly appointed on or before July 24, 1995 or earlier, who have "single-party only" coverage under a City health insurance plan shall receive \$30 per pay period, except as provided below.
 - a. An employee enrolled in the Kaiser or CaliforniaCare "two-party" or "family" category as of January 1, 1996 who subsequently switches to the "single" category with one of those providers shall receive the \$30 per pay period.
 - b. An employee enrolled in Blue Cross as of January 1, 1996 who subsequently switches to Kaiser or CaliforniaCare shall not be eligible for this benefit unless the employee has dependents eligible for coverage but elects not to enroll them.
 - c. An employee who switches to the Blue Cross "single" category for coverage after December 31, 1995 shall not receive "single-party in-lieu" pay regardless of the plan or category in which the employee was previously enrolled.

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 \$50.00 per pay period.

E. Opt-Out

1. An employee may "opt-out" of the City's medical plan under these conditions:
 - a. The employee is not receiving MediCare or MediCal.
 - b. The employee must sign a document stating his/her desire to waive medical insurance.
 - c. The employee must provide proof of other coverage, which shall be confirmed by the City each year prior to open enrollment.
 - d. 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 Prudent Buyer plan may be subject to preexisting conditions, if established by the provider.

2. Payment

- a. Full-time employees shall receive a cash payment equal to 50% of the City's reduced cost, including SPIL Pay, if any. The minimum payment shall be \$50 per pay period, and the maximum shall be \$100 per pay period.
- b. Part-time employees shall receive a cash payment as follows:

Cumulative Hours Worked	Payment Per Pay Period
<3,120	\$0
≥3,120	\$30.00

ARTICLE 20: REIMBURSEMENT ACCOUNT PROGRAM

The City's Reimbursement Account Program shall be made available to all affected employees.

Pursuant to said program, an employee may request that eligible expenses be paid or reimbursed by the City out of the employee's 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 21: 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 50% 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.

ARTICLE 22: LIFE INSURANCE

The City shall provide \$10,000 group term life insurance for 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%. The City shall make additional term life insurance available at the employee's option and at the employee's own cost.

ARTICLE 23: DENTAL INSURANCE

The City shall pay the employee-only premium (but no more than \$25 per month) under any group dental insurance plan administered or approved by the City.

A retired employee (as defined in Article 20B) and his/her eligible dependents, may subscribe to a City dental plan by paying the full premium for the coverage chosen.

ARTICLE 24: VISION INSURANCE

The City shall provide vision care insurance to employees on the Blue Cross Prudent Buyer and CaliforniaCare medical plans, and pay \$7.30 per month toward the employee-only premium.

Effective January 1, 2012 or as soon thereafter as possible, employees enrolled in the Blue Cross (Anthem) Prudent Buyer or California Care medical plans may enroll eligible family members in the City sponsored vision plan at their own option and cost, payable through a payroll deduction. Eligibility and enrollment of such family members is subject to the standard plan rules.

ARTICLE 25: 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, has been 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 26: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT

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 27: HOLIDAYS

Except as provided in Article 34 - Work Schedules:

- A. All regular full-time employees who work or are absent from work with the approval of their department head on the work shift before and the work shift 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
 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. Effective the payroll year beginning December 24, 2011, each employee shall receive an additional eight hours of pay for each holiday.

An employee may elect at the beginning of the payroll year one of the following options:

1. To receive payment in cash as each holiday occurs.
2. To receive the holiday leave prorated on a biweekly basis, added to the employee's existing vacation balance. The employee's vacation balance shall then be reduced by the number of hours actually absent from work for vacation or holiday purposes. At the end of each payroll year, such employees may convert up to that year's total holiday hours accrued to a cash payment at the employee's base salary rate then in effect.

ARTICLE 28: 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	Biweekly
<5 years	104	4.00
≥5 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

2. 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 may take no more than three shifts of accrued vacation leave during his/her original probation period. Absences such as sick leave or unpaid leave for an entire pay period shall not be considered time worked for this purpose.
2. Employees hired on or after June 1, 1981 shall accrue, but not be paid for unused vacation credits until completion of their initial probation period with the City.
3. Department Head Approval: No vacation absence with pay may be taken without approval by the Chief of Police or designee. The Chief of Police shall schedule and approve vacation for his/her employees as requested or at such other mutually convenient time so as to avoid any loss of vacation by reason of the accumulation limit provided herein.
4. Vacation may not be used when an employee is absent for personal medical reasons and has sick leave available.
5. Effective with the July 2006 shift change, the vacation sign-up procedure shall be the same as that utilized for the Patrol Bureau in effect as of January 2006. The only exceptions are that Communications Bureau employees shall be limited to a primary and secondary selection (per calendar year) on the vacation sign-up list.

6. Without supervisor approval, no more than two Dispatchers, or a Lead Dispatcher and a Dispatcher, may be on vacation per day and only one per shift.
7. All vacation leave requests within the current shift cycle shall be promptly posted.

C. Accumulation Limit

An employee may accumulate vacation credits in an amount up to twice his/her annual vacation allowance. Vacation does not accrue beyond that point with the following exception:

When any written request by an employee to take a 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 then 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 so 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 or deferred compensation, 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

Any employee, except one on his/her initial probation period with the City, 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 none, to the employee's estate.

ARTICLE 29: 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 work shift. An employee absent on vacation shall receive sick leave

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

Any absence for which an employee requests sick leave shall be charged to the employee's sick leave balance until such balance or appropriate limited use of such balance is exhausted. At that point, other forms of paid leave may be used.

B. Sick Leave Usage

Sick leave is provided so that employees will not suffer financially because of inability to work due to bona fide illness or injury. 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.

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 or 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 FMLA or CFRA, provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for FMLA or CFRA.

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

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 24 hours sick leave has been credited. No payment for sick leave shall be made without the approval of the Department Head.
2. Prior to resuming work after taking three or more consecutive shifts of sick leave, an employee shall submit a physician's written certification of the medical necessity for his/her absence from work and a written release stating that he/she is able to perform his/her normal or modified job duties. For example, an employee absent on Monday, Tuesday and Wednesday must provide this release before resuming work on Thursday.

If the absence of three or more consecutive shifts is for family illness (see B2 above), the employee shall submit certification from the attending physician of the family member's medical condition during the length of absence for which paid leave is requested. The physician's certification shall verify that the family member had an illness, injury or medical procedure during the period of time for which paid leave is requested. However, the certification shall not be required to include a diagnosis or description of injury or treatment.

D. Bereavement Leave

The death of a member of the employee's immediate family shall entitle the affected employee to be absent for three shifts per incident, and such absence shall not be charged to sick leave. Employees may also use two shifts of their accumulated sick leave per incident for bereavement purposes, and the City Manager may authorize up to an additional five shifts 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 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.

A person who has been regularly employed by the City for the full preceding payroll year and has at least 24 hours of unused sick leave remaining from the preceding payroll year, may convert at the base hourly rate a fixed percentage of the unused portion of those credits in accordance with the following:

1. An employee who uses two regularly scheduled shifts or less of sick leave during the preceding payroll year may convert either:

- a. Up to 60% to cash or a deferred compensation contribution under the City's plan, or
 - b. Up to 30% to vacation and up to 30% to either cash or deferred compensation.
2. All other employees may convert either:
- a. Up to 50% to cash or deferred compensation; or
 - b. Up to 25% to vacation and up to 25% to either cash or deferred compensation.

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 50% 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.

ARTICLE 30: CATASTROPHIC ILLNESS LEAVE BANK

The City shall maintain its Catastrophic Illness Leave Bank, as provided in Administrative Policy No. 104.

ARTICLE 31: 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 the employee receives as temporary disability payments, and such supplemental pay 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.
 3. 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 Article.
 5. The City may deny supplemental pay during the first three shifts of temporary disability leave to any employee who, in management's opinion, abuses sick leave. In such circumstances, the employee may elect to use sick leave, vacation or leave without pay. The grievance procedure in such cases shall end with the City Manager.
- 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 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 though 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 32: JURY DUTY

- A. 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 perfor-

mance of such service. If the employee receives \$50 or more for such service (not including reimbursements from the court for meals, travel or lodging), the employee shall remit to the City all fees and allowances payable for such service.

- B. An employee on jury duty shall be considered to be on duty commencing at 8:00 A.M. for each day that employee is required to attend jury duty. An employee who serves less than seven hours of jury duty on any given day shall return to work to complete his/her work shift. An employee who serves seven hours or more of jury duty on any given day shall be deemed to have worked his/her full shift.
- C. Employees who have the option to request call-in juror status shall exercise that option.

ARTICLE 33: WORK SCHEDULES

A. Time Worked

Each full-time employee shall work or be on approved leave 40 hours during each FLSA work period, and 80 hours during each City pay period. Part-time employees shall work between 20-39 hours per FLSA work period. Employees shall work such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the city.

B. 3/12 Schedule

1. The work schedule for Dispatchers shall be the "3/12". It shall consist of three 12.5-hour workdays per 7-day work week and one 5-hour work day during each 14-day pay period. This equals 80 work hours during each 14-day City pay period and 40 hours during each 7-day FLSA work period. Each employee shall be scheduled to work three consecutive workdays of 12.5 consecutive hours, with four consecutive days off, in one (1) seven-day calendar period and four consecutive workdays, of which three consecutive days are 12.5 consecutive work hours and one of which is five consecutive work hours, followed by three consecutive days off in the next calendar week for a total of 80 hours in a standard two-week pay period.

Unless otherwise agreed upon by management and the employee or prevented by an emergency, the 5-hour workdays will be prescheduled for a fixed day and time at the discretion of management. It is intended that once the day and time is selected for the 5-hour workday, it will remain the same day and time for the duration of that rotation. The scheduling of all 5-hour workdays will accommodate the required eight-hour rest period between work shifts as described below, and will be on a day that is consecutive to (before or after) the employee's regular block of three consecutive 12.5-hour workdays. The 5-hour workdays will be scheduled to occur entirely within the time period normally worked on the employee's 12.5-hour

workday, unless otherwise agreed upon between management and the employee(s) involved.

2. To ensure each FLSA work period has no more than 40 regular work hours, each employee's FLSA work period will begin in the middle of the 5-hour day, regardless of the hours he/she is scheduled to work or the day of the week the 5-hour "pay back" day falls on. The scheduling of the "pay back" day will be pre-arranged on a given day of the two-week cycle and will continue on the same day of that cycle unless overall schedule changes are required due to personnel shortages or other unforeseen circumstances.
3. In times of emergencies, the City shall have the right to alter the time and date work shifts begin and end, provided that work schedules of individual employees shall not be changed for the purpose of avoiding an obligation to pay overtime. An emergency in this context occurs when it is necessary to preplan the use of mutual aid for a pending event. An emergency does not exist when preplanned, non-emergency special events require additional staffing.
4. During an unforeseen urgent situation (as determined by the Chief of Police or designee), the City may direct an employee to temporarily work a different schedule on a 12-hour notice.

C. Overtime

1. Implementation of a "3/12" schedule does not create any additional obligation for daily or other overtime, unless required by the FLSA.
2. All briefings, meal periods and breaks shall be included within the daily work schedule. Each such employee shall be entitled to appropriate overtime compensation for any and all time worked in excess of his/her daily work schedule, or 40 hours in one week. Any such employee shall not be entitled to overtime compensation if the duties or responsibilities of his/her assignment preclude him/her from being able to take a meal period or breaks.
3. An employee may not work back-to-back shifts. When a shift change or other event would require an employee to work back-to-back shifts, management shall adjust the schedule to avoid this situation.
4. To help ensure an employee is adequately rested, a minimum of eight cumulative non-work hours must occur between duty shifts. Where needed, adjusted schedules as approved by management, vacation time or compensatory time may be used to accomplish this purpose. Overtime hours earned by the employee may also be used to offset hours needed to achieve the required rest period when agreed upon by management and the employee involved.

5. Overtime assignments shall not exceed two hours immediately following or prior to a regularly scheduled 12.5-hour work shift unless required by an emergency or otherwise approved by management. On the final day of the employee's regularly scheduled workweek, overtime assignments may be extended three additional hours, for a total of five overtime hours.
6. On the employee's 5-hour payback day, additional overtime can be worked as approved by the supervisor and within the limitations noted above for total hours worked per day.

D. Paid Leaves

1. For employees on a work schedule other than the Traditional schedule, all existing personnel policies, rules and regulations shall continue to apply, except as provided below. If any conflict or problem results from applying these exceptions, the existing policies, rules and regulations as described elsewhere in this Agreement shall prevail.

2. Personnel assigned to an alternative work schedule shall continue to accrue vacation and sick leave in accordance with the current accrual rates. When vacation or sick leave is used, the employee shall be charged based on actual time taken, calculated hour-for-hour.

3. Sick Leave

Employees shall be encouraged to schedule all medical and dental appointments and all other personal business on the employee's regular day off.

4. Injured-On-Duty

While an employee is on injury-on-duty status and released from work, his/her work hours will be 8:00 a. m. to 5:00 p. m., Monday through Friday, so there is no issue that he/she is eligible for overtime while receiving treatment or keeping doctor's appointments.

5. Military Leave

An employee granted military leave shall not be granted overtime when such leave extends beyond the employee's regularly scheduled workdays per week to his/her regular day off.

6. Jury Duty

An employee granted jury duty leave shall not be granted overtime when such leave extends beyond the employee's regularly scheduled workdays per week to his/her regular day off.

7. Training Time

- a. Training time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations, §553.226, et seq.
- b. An employee assigned to a training class that lasts eight or more hours on a day when he/she is regularly scheduled to work will be deemed to have worked his/her entire shift for that day. When assigned training on a regularly scheduled workday is less than eight hours, the employee will return to duty and complete any remaining portion of his/her scheduled shift.
- c. Any training consisting of three, four or five consecutive eight-hour days shall be deemed to be the employee's workweek.
- d. Travel time to or from the training site during the duty shift will be credited as time worked.

E. Shift Selection

Effective with the January 2007 shift change, the shift selection procedure shall be the same as that utilized in the Patrol Bureau as of January 2006 except that the shift selection shall commence no less than four weeks prior to the shift change.

F. Shift Rotation

1. Employees shall be required to work one day shift rotation and one night shift rotation within the employee's first two years after being released from training. Thereafter, employees shall not be made to rotate shifts.
2. An employee on probation shall be assigned to a shift to maximize his/her training.
3. Employees shall bid shifts by seniority. The shifts available for bidding are subject to the department's right to first assign shifts to probationary employees.

G. Daylight Savings Time

The City shall adjust work schedules to avoid any loss or gain in compensation which may result from changing to or from Daylight Savings Time.

H. Vacation Bid Program

The City agrees the scheduling of the 5-hour workday specified in Article 34.B.1 will not count against the total of employees that may use vacation leave on a given day or shift.

ARTICLE 34: BENEFITS FOR PART-TIME EMPLOYEES

- A. Persons appointed on a part-time basis after June 30, 1989 shall receive only the benefits listed below:

Event	Benefit
Upon appointment	<p>CalPERS - employer's share and employee share paid by City.</p> <p>Eligible for increment pay, jury duty pay, tuition reimbursement and uniform allowance, on a basis proportionate to hours worked - i.e., 50% or 75% of the full-time rate – under the same rules and practices which apply to full-time employees.</p> <p>Eligible to accrue and use vacation credit in accordance with the following table and existing rules and practices:</p>

Amount of Current Service	Number of Hours - Biweekly	
	50% Employee	75% Employee
< 5 years	2.000	3.000
≥ 5 years	2.310	3.460
≥ 10 years	2.465	3.698
≥ 11 years	2.620	3.930
≥ 12 years	2.770	4.155
≥ 13 years	2.925	4.387
≥ 14 years	3.080	4.620

Vacation credits may be used in accordance with the provisions of Article 29A2, B, C and E.

Upon completion of 3,120 cumulative hours worked	Option to join or opt out of any City health plan. The City shall pay the same contribution provided to a full-time active employee on single-party coverage under whatever City health plan the employee chooses.
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- B. If a part-time employee becomes full-time, the time served as a part-time employee shall be counted for purposes of vacation accrual.

ARTICLE 35: PAYROLL SYSTEM

The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 A.M. every other Saturday, and end at midnight on the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception to this is when that Friday is a City holiday, the payday shall fall on the preceding business day.

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

The payroll year begins on the first day of the biweekly pay period that is paid in a new calendar year, and ends on the last day of the pay period that is paid within the same calendar year.

ARTICLE 36: UNIT SECURITY

A. Dues Check-off

1. Association membership dues or service fees shall be deducted by the City from each employee's paycheck. The City shall promptly transmit the dues and fees so deducted to the Association. There shall be only one Association deduction per pay period per employee.
2. The Association shall notify the City, in writing, as to the amount of dues and fees required of all employees. Once per fiscal year, the City will, upon written request of the Association, change the amount of the Association deduction to reflect any change in Association dues or fees. Any other changes in the Association deduction amount(s) shall be made only upon written request of the employee via the City-authorized payroll deduction card.
3. Whenever the Association notifies the City that there has been a change in the amount required to be deducted for dues or fees, the Association shall provide certification that the employees have been notified of such change.
4. The City assumes no responsibility for keeping itemized records of deductions.
5. The City shall promptly provide the Association a list of regular employees newly hired into classifications represented by the Association.

B. Agency Shop

1. The parties mutually understand and agree all affected employees have the right to join or not join the Association. However, as a condition of continuing employment, employees must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be

established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association for the duration of this Agreement.

2. This provision is implemented pursuant to California Government Code §3502.5. The Association agrees to adhere to all statutory and legal requirements related thereto.
3. Pursuant to California Government Code §3502.5b, the Agency Shop provisions contained in this Article may be rescinded by a 2/3 vote of all the employees in classifications covered by this Agreement.
4. Association Dues/Service Fees
 - a. The City shall provide all current employees and any employees hired thereafter with an authorization notice advising them that the City has entered into an Agency Shop agreement with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to Human Resources.
 - b. If the form is not completed properly and returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.
 - c. The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of an employee who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues and service fees.

5. Religious Exemption

Any affected employee who is a member of and adheres to the

established and traditional tenets or teachings of a bona fide religion which has historically held conscientious objections to joining or financially supporting a public employee organization, and which is exempt from taxation under the provisions of the Internal Revenue Code shall, upon presentation of verification of active membership in such religion, be permitted to make a charitable contribution equal to the service fee in lieu of Association membership dues or service fee payment. Authorized charitable organizations are United Way, Community Health Charities and the American Lung Association. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deductions only.

C. Indemnification

The Association shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any liability or claim of liability that arises or is claimed to arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE 37: PERSONNEL FILES

- A. Each department shall keep a personnel file for each affected employee within that department.
- B. An employee shall have the right to inspect and review his/her file at reasonable intervals.
- C. A copy of any commendations, written warnings or reprimands, disciplinary action, personnel action forms and performance reviews to be placed into the employee's personnel file shall be provided to the employee.
- D. An employee shall have the right to respond in writing to any information contained in his or her file. This reply shall become a permanent part of the file.
- E. Upon written request from the employee, any adverse material and references thereto which resulted in non-Skelly discipline (i.e., letters of reprimand, letters of counseling and supervisor action reports, but not performance reviews) shall be removed from the file under these conditions:
 - 1. There has been no recurrence of similar conduct or other documented unacceptable conduct within the subsequent five years.

2. There is no discipline currently pending and the employee is not on notice to improve.

ARTICLE 38: 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 the 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 39: 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.

ARTICLE 40: LAYOFFS

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

ARTICLE 41: DISCIPLINARY ACTION

In addition to the procedures set forth in current policy and practice, an employee may elect, when offered by the City, to reduce his/her vacation balance in lieu of suspension.

There shall be no reference to sick leave use in unrelated discipline cases.

ARTICLE 42: GRIEVANCES AND DISCIPLINARY APPEALS

- A. Purpose: To provide a means by which employee grievances may be considered, discussed and resolved at the closest possible level to the point of origin.
- B. A grievance is any dispute concerning the interpretation or application of the Employer-Employee Relations Resolution, or of rules or regulations governing personnel practices or working conditions, or of the practical consequences of a City rights decision on wages, hours and other terms and conditions of employment.

Grievances shall be waived for all purposes if not presented to the supervisor within 14 calendar days from the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.

Grievances shall be presented in accordance with the procedures set forth below. The affected employee may process the grievance with or without his/her recognized employee organization representative.

- C. Informal procedure: An employee with a grievance shall first discuss it with his/her immediate supervisor without delay. If the problem is not answered to the employee's satisfaction, he/she shall have the right to discuss the grievance with the supervisor's immediate superior. Every effort shall be made to resolve the problem in this manner.
- D. Formal procedure: If informal efforts have not been successful in resolving the grievance, the employee may utilize this formal procedure by submitting an appeal in writing within seven calendar days of the response given in the informal procedure. To the best of the employee's ability, the written appeal shall contain an explanation of the issue(s) in dispute as well as a proposed remedy.
 - 1. First level of appeal: The appeal shall be submitted to the employee's immediate supervisor who shall consult with his/her superior and render a decision and comments in writing within 14 calendar days of receipt of the appeal.
 - 2. Second level of appeal: If the employee does not agree with the decision, or if no answer has been received within 14 calendar days, he/she may present the appeal in writing to the Department Head. Failure of the employee to take further action within fourteen days after receipt of the first level decision, or within a total of fourteen calendar days if no decision is rendered, will bar further consideration.
 - 3. Department review: Upon receipt of the appeal, the Department Head should discuss the grievance with the employee, his/her representative, if any, the supervisor and the Director of Human Resources. The Department Head shall render his/her decision and comments in writing and return them to the employee within 14 calendar days after receiving or hear-

ing the appeal, whichever occurs later. If the employee does not agree with the decision reached, or if no answer has been received within 14 calendar days, he/she may present the appeal in writing to the City Manager. Failure of the employee to take further action within 14 calendar days after receipt of the decision, or within a total of fourteen calendar days if no decision is rendered, will bar further consideration of the appeal.

4. City Manager review: The City Manager shall discuss the grievance with the employee, his/her representative, if any, and with other appropriate persons. The City Manager may designate a committee or officer not in the employee's normal line of supervision to advise him concerning the appeal. The City Manager shall render a decision in writing to the employee within fourteen calendar days after receiving or hearing the appeal, whichever occurs later.

The only discipline cases that can go beyond the City Manager level are appeals from disciplinary action where the Skelly procedure was utilized. Performance appraisals shall not be appealed beyond the City Manager level.

5. Grievance Mediation – This procedure is available after the City Manager level of the grievance procedure is completed.
 - a. Either party not satisfied with the City Manager's decision may, within fourteen calendar days following receipt of the City Manager's decision, submit a written request to the other party for mediation of the dispute. Mediation shall be voluntary by both the City and the grievant.
 - b. Grievance mediation is a supplement to, and not a substitute for, the steps of the grievance procedure outlined in this Article. Any deadlines for the grievance procedure shall be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
 - c. If the parties agree to mediation, a request shall be submitted to the California State Mediation and Conciliation Service ("CSMCS") in writing. If the CSMCS is unable to serve in a timely manner, the parties shall agree on another mediator. Any costs of the mediator or the mediation process shall be divided equally between the City and the Association.
 - d. The function of the mediator shall be to attempt to assist the parties to achieve a mutually satisfactory resolution of the dispute. The mediator has no authority to compel resolution of the grievance.
 - e. Proceedings before the mediator shall be informal and the Rules of Evidence shall not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confi-

dential and their content shall not be revealed. Nothing said or done by the parties or the mediator during the grievance mediation session can be attributed to the other party in any subsequent arbitration, court or government agency proceeding.

- f. The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
- g. In the event that no settlement is reached during the mediation process, the mediator may provide the parties, either in separate or joint session, with an oral advisory opinion unless both parties agree that no such opinion is necessary.
- h. If either party does not accept the mediator's opinion, the matter may then proceed to an arbitrator in the manner and form provided in this Article. Such arbitration hearings will be held as if the grievance mediation had not taken place. The mediator may not serve as the arbitrator.
- i. If a satisfactory resolution of the dispute is achieved by means of this mediation process, the parties shall sign a written statement to that effect and thus waive the right of either party to any further appeal.

- 6. Arbitration – if either party so requests, a professional arbitrator shall hear the grievance on its merits for the purpose of attempting to resolve the dispute in a satisfactory manner. Such requests for arbitration must be filed in writing with the Director of Human Resources within fourteen calendar days following receipt of the City Manager's written decision. Failure to do so will bar consideration by an arbitrator. Selection of the arbitrator shall be in accordance with procedures acceptable to both parties.

This paragraph shall not diminish the City Council's authority to review the arbitration decision.

The City Council shall have the right to refuse arbitration if, in its judgment, the issue to be submitted to arbitration has recently been reviewed by a professional arbitrator for Fullerton.

- 7. The arbitrator, after hearing all pertinent evidence and testimony, shall make recommendations to the City Manager and the parties involved. Then, if either party is still in disagreement, it may request that the City Council decide the matter. Such requests must be filed in writing with the Director of Human Resources within 35 calendar days from the date that party was served with the arbitrator's recommendations. Failure to do so will bar Council consideration of the arbitrator's recommendations.

The arbitrator shall limit his/her findings and recommendations strictly to the interpretation or application of this Agreement or of Rules and Regulations governing personnel practices or working conditions, or the practicable consequences of a City rights' decision on wages, hours and other terms and conditions of employment, and shall make no recommendation:

- a. Contrary, or inconsistent with or modifying or varying in any way the provisions of the Employer-Employee Relations Resolution.
- b. Inconsistent with the City's duties, responsibilities, or obligations as provided by law.
- c. Recommending any wage increase or decrease.
- d. Recommending the payment of back wages for more than fourteen calendar days prior to the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.

The arbitrator shall make no recommendation reversing, overruling, or otherwise modifying any City decision or omission except after finding 1) the City decision violated some express provision of the Resolution, or 2) the City decision or omission was, under the circumstances, arbitrary, capricious, discriminatory or otherwise unreasonable.

8. The City Council shall be guided by the arbitrator's recommendations in reaching its decision. The Council shall act upon the arbitrator's recommendations within 91 calendar days of the Director of Human Resource's receipt of a request for it to do so. The City shall notify the employee of the Council's action by first class mail. Such notice shall be postmarked no later than three calendar days after the Council action.

E. Conduct of Grievance Procedure:

1. The time limits specified above may be extended to a specified date by mutual agreement of the parties concerned. Unless so extended, failure to timely process a grievance shall bar further processing of such grievance.
2. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
3. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in conferring about and presenting the appeal. However, no employee shall absent him/herself without first being excused by his/her supervisor.

4. Employees shall be assured freedom from reprisal for using the grievance procedure.
5. The settlement terms of a grievance which is processed by an employee individually or by an informally recognized employee organization shall not conflict with the express provisions of this Agreement.
6. With the exception of any arbitrator, administrative, and court reporter's appearance fees and the costs of transcriptions, the expenses of arbitration shall be borne equally by the City and the Association. With regard to the arbitrator administrative, and court reporter appearance fees and the costs of transcriptions, the City shall pay these expenses if the arbitrator sustains the grievance; however, if the arbitrator denies the grievance, the Association shall pay these expenses. In the event there is no prevailing party, the parties shall bear these specific expenses equally.

F. Appeals from Disciplinary Action

1. When an employee seeks to appeal disciplinary action (following the provision of all procedural safeguards required to be provided prior to the imposition of discipline) he/she shall initiate the formal Grievance Procedure by filing a written grievance at the level of the authority which has effectively imposed the discipline. This appeal must be received by said authority within fourteen calendar days after the employee's receipt of the document which imposes such discipline.
2. Should an employee wish to appeal the consequences of disciplinary action beyond the City Manager stage, he/she shall submit his/her written request for arbitration to the City's Director of Human Resources within fourteen calendar days following receipt of the City Manager's written decision. Failure of the employee to so act will bar further consideration of the grievance.

ARTICLE 43: EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

The City's Employer-Employee Relations Resolution (Resolution 5145, Section 3F1) shall be amended so that the last word is changed from "and" to "or."

ARTICLE 44: PERSONNEL RULES

The City's Personnel Rules (currently contained in Resolution No. 8485) shall be modified as follows for employees appointed on or after March 12, 2003:

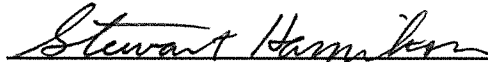
Section 15C. Advancement of Base Salary Step:

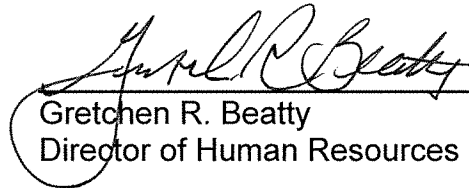
A newly appointed employee shall be increased to the next step upon successful completion of the probation period.

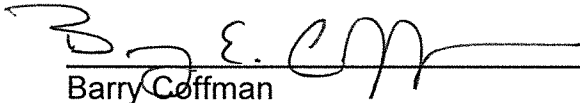
DATE: October 26, 2015

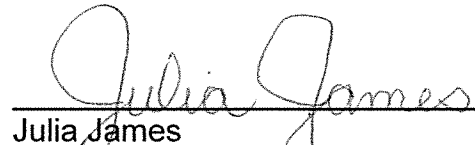
For The Fullerton Police
Officers Association

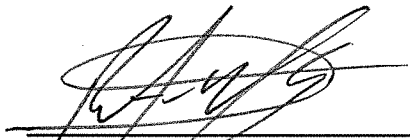
For The City Of Fullerton

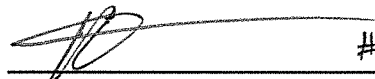

Stewart Hamilton
President

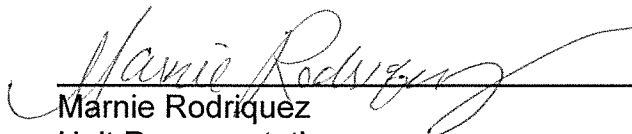

Gretchen R. Beatty
Director of Human Resources


Barry Coffman
Representative


Julia James
Director of Administrative Services


Robert Kirk
Representative


Kenneth Edgar
Representative #1255


Marnie Rodriguez
Unit Representative