

FULLERTON POLICE MANAGEMENT ASSOCIATION

January 3, 2015 through June 30, 2019

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AGREEMENT
BETWEEN THE CITY OF FULLERTON AND THE
FULLERTON POLICE MANAGEMENT ASSOCIATION
FOR THE PERIOD JANUARY 3, 2015 TO 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 Management Association (hereinafter referred to as the FPMA or the Association). The Association is the recognized majority representative of employees in the classifications of Police Lieutenant and Police Captain (hereinafter collectively referred to as "affected employees").

Pursuant to City Council Resolution 5145 (which pertains to employer-employee relations) and California Government Code §3500, et seq., authorized representatives of the City and the Association have met and conferred in good faith concerning compensation, hours and other terms and conditions of employment of affected employees and have reached an Agreement that shall be submitted to the City Council for approval. Following approval, 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 agree that upon approval by the City Council the compensation, hours and other terms and conditions of employment for affected employees shall be as follows:

ARTICLE 2: TERM – EFFECTIVE DATES

The term of this Agreement shall be from January 3, 2015 to June 30, 2019.

The effective date of each Article is January 3, 2015 unless otherwise stated herein.

ARTICLE 3: MAINTENANCE OF EXISTING BENEFITS

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

ARTICLE 4: SEPARABILITY

If any part or provision of this Agreement is rendered or declared invalid by any subsequently enacted legislation or by any decree of any court of competent jurisdiction, the

remaining portions shall continue in full force and effect. The parties shall meet-and-confer on any portion so invalidated.

ARTICLE 5: CITY REVENUES

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

ARTICLE 6: SCHEDULE OF BASE SALARY RATES AND ALLOCATION OF CLASSES TO SALARY RANGES

The Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges is contained in Appendices A1 through A4. The following across-the-board increases shall be effective during the term of this Agreement.

Effective the first full pay period in January 2016: 9%.

Effective the first full pay period in January 2017: 2%.

Effective the first full pay period in January 2018: 2.5%.

When an employee is promoted into a Police Management classification, he/she shall be advanced to the lowest step in the appropriate salary range which provides not less than a 5% increase from his/her current base salary rate plus education and career development incentive pay, if any, to his/her new base salary rate plus educational incentive pay, if any.

Effective with the payroll for the first full pay period after this Agreement is approved by the City Council, each employee in the classification of Police Captain shall receive a lump sum payment in the amount of \$9,100 and each employee in the classification of Police Lieutenant shall receive a lump sum payment in the amount of \$8,100. This payment, made in lieu of a pay increase for the period of January 2015 to December 2015, shall not be considered reportable to CalPERS. Employees must be employed by the City at the time the lump sum is distributed to be eligible to receive it.

ARTICLE 7: VEHICLE USE

Police Captains shall be authorized a City vehicle under the provisions of City Administrative Policy No. 7. The Chief of Police may grant exceptions to that policy.

ARTICLE 8: OVERTIME

Police Captains and Police Lieutenants are exempt from the Fair Labor Standards Act (FLSA).

At the sole discretion of the Chief of Police, Police Lieutenants may on occasion be compensated for hours worked outside their normal work shift at a rate of one and one-half (1½) times their regular rate of pay. Such compensation shall only be paid for those occasions that the Chief of Police provides prior written authorization. Discretion for determining eligible overtime hours may not be delegated to any position below the rank of Chief of Police. The Association acknowledges and agrees that this compensation is provided under the terms of this Agreement only, not under the FLSA. Further, the Association acknowledges and agrees that the intent of this provision is to provide limited overtime compensation only for those instances determined appropriate by the Chief of Police.

ARTICLE 9: BILINGUAL PAY

An employee shall be eligible to receive \$100 biweekly if the following conditions are met:

1. The employee is required, as part of his/her regular public contact duties, to speak and/or translate by reading/writing one or more languages other than English.
2. The employee must pass a language skills test approved or administered by the City.

ARTICLE 10: EDUCATION INCENTIVE PROGRAM

A. Objective

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

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

To meet these objectives, the program is made up of two parts:

1. Tuition Reimbursement - Reimbursement of fees for tuition, registration and reading materials for eligible courses.

2. Education Incentive Pay - A percentage payment based upon the completion of a degree or equivalent units of study in specified majors.

B. General Guidelines

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

C. Eligibility

1. All regularly appointed employees are eligible to receive tuition reimbursement. Courses must commence after appointment; be in excess of the educational standards for the classification (as noted in the class specification) and not be taken to acquire skills, knowledge and abilities which the employee was deemed to have when appointed to the classification. An example of this would be college or university courses when the specification for the classification calls for high school graduation.
2. Courses must be approved by one of the six regional accreditation associations recognized by the Council on Post Secondary Accreditation. Credits for non-classroom assignments, such as life experience, military training, and professional training are not eligible for tuition reimbursement. These courses will be considered eligible for educational incentive pay when receiving compensation for an approved completed degree.
3. A course must be: 1) related to the employee's current classification; 2) related to a City classification to which the employee may reasonably expect promotion within five years of completing 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 Chief of Police and the Human Resources Department.
5. Courses related to the use of City-approved computer equipment purchased by the employee may be authorized under the tuition reimbursement program if pre-approval is granted before commencement of a non-accredited class.
6. Courses cannot be taken on City time. The employee must certify that all courses submitted for approval are taken on his/her off-duty time.
7. To certify eligibility, a fully completed pre-approval form shall be submitted to the Chief of Police and to Human Resources before the course begins.

D. Reimbursement

1. A tuition reimbursement request form must be submitted within three months of completion of the approved course. 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 courses. 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, except that those enrolled in University of California courses shall be reimbursed up to the dollar amount charged for the same number of units by the UC campus attended.
4. In all cases, there shall be a maximum reimbursement 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.
5. Employees must submit a bona fide certification of major, fees paid and grade achieved from the attendant institution to have their reimbursement request considered. These documents must accompany the reimbursement request form.

6. 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 15B), who are laid off by the City, or who separate as a result of a City/departmental reorganization.

E. Education Incentive Pay

1. Qualifying employees in all classifications shall be eligible for Educational Incentive Pay upon meeting designated criteria:
 - a. Currently employed full time, with a minimum of one year current, continuous full-time service as an employee of the City.
 - b. Meets the requirements listed under Eligibility.
 - c. Any employee who has met all the eligibility requirements may receive incentive pay under this section for education completed prior to employment with the City.
 - d. Compensation shall be paid to all qualifying employees effective the first day of the pay period following approval.
2. Compensation

Payment of 7.25% of the bottom step of a Police Lieutenant's base salary rate shall be awarded for a B.A. or B.S. degree.

ARTICLE 11: UNIFORM ALLOWANCE

Employees required by the Police Department to maintain uniforms shall receive \$31.60 biweekly for this purpose.

ARTICLE 12: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

The Association acknowledges and agrees that the City must abide by the Public Employees' Pension Reform Act of 2013 (PEPRA).

- A. For unit employees hired as police safety members before December 23, 2012, the City's contract with CalPERS shall include the following options:
 1. 3% at 50 -benefit formula (Cal. Gov. Code §21362.2).

2. One-Year Highest Compensation (Cal. Gov. Code §20042).
 3. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
 4. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
 5. Military Service Credit option (Cal Gov. Code §21024), in which the employee pays the entire cost.
 6. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
- B. For unit employees hired as police safety members on or after December 23, 2012, the City's contract with CalPERS shall include the following options:
1. For employees 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
 - a. 3% at 55 benefit formula (Cal. Gov. Code §21363.1).
 - b. Final Compensation shall be calculated on the average of the highest three consecutive years, based on the provisions of California Government Code §20037.
 2. For employees hired on or after January 1, 2013, who are "new members" as defined under PEPRA:
 - a. 2.7% @ 57 benefit formula (Cal. Gov. Code §7522.25)
 - b. Final Compensation shall be based upon the average of highest paid 36 consecutive months based on the provisions of California Government Code §7522.32.
 - c. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
 - d. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21574).
 - e. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
 - f. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).

C. Employer-Paid Member Contributions

The City shall pay the CalPERS normal member contribution (as defined in §20677 et seq. 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 §20636C.4 of the California Government Code.

This employer-paid member contribution shall not be considered base salary, and is not taxable income, pursuant to Section 414H.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.

As mandated by PEPRA, 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. New members are not eligible for Employer Paid Member Contributions.

D. The City shall pay the 1959 Survivor Benefit premium for affected employees.

E. Cost Sharing

Employees under the 3% @ 50 benefit formula shall contribute 9.252% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate, and police safety members who are hired under the 3%@55 benefit formula shall contribute 9.0%. The City has amended its contract with CalPERS to implement the provisions of California Government Code §20516(a), to provide that the greatest portion possible of the contribution shall be made pursuant to that section, with the balance of the 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.

New members under PEPRA shall not pay the cost sharing under this section.

ARTICLE 13: 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 em-

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 14: 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 15: HEALTH INSURANCE

A. Contributions - Employees

1. Each employee shall contribute the following monthly amounts toward the payment of premiums effective January 1, 2015 for employees and their dependents under the existing program (or a new program providing substantially similar coverage and benefits mutually agreed upon by the City and the Association):

	Blue Cross	CalCare	Kaiser
Single	\$540.38	\$44.08	\$44.08
Two-Party	\$1,217.88	\$91.62	\$91.62
Family	\$1,773.50	\$142.30	\$142.30

2. If there are any Blue Cross Prudent Buyer premium rate decreases, the parties shall meet-and-confer on that subject only.

For each year thereafter, any increases in the Blue Cross (Anthem) Prudent Buyer, CalCare or Kaiser premium rates shall be divided equally between the City and the employee. Except that effective January 1, 2017, the Blue Cross (Anthem) Prudent Buyer and the CalCare HMO plans shall be amended to include the same changes as implemented for the Fullerton Police Officers' Association for the 2016 coverage year and increases to employee contributions for the 2017 coverage year shall be calculated on an amount that would have been the employee contribution in 2016 had the plan changes been made in 2016.

3. 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.
4. During the term of this agreement, the City or Association may reopen this Agreement to meet and confer on potential changes to Article 15 to be effective on or after January 1, 2017. The parties recognize that The Segal Company was

retained in 2016 by the City to analyze the impact of potential changes in preparation for this reopener.

B. City Contributions - Retirees

1. For each person regularly employed for 20 cumulative years or more who retires subsequent to June 30, 1998 the City shall pay the same contribution provided to active employees for employee-only coverage under the City health plan chosen by the employee, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be Two Hundred Dollars (\$200.00). With respect to an employee who retired between January 1, 1985 and June 30, 1998 the City shall pay 100% of the employee-only premium.

For each person regularly employed for ten or more cumulative years, but less than 20, and who retires subsequent to June 30, 1998 the City shall pay 50% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the employee, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be One Hundred Dollars (\$100.00). With respect to any such employee who retired between January 1, 1985 and June 30, 1998 the City shall pay 50% of the employee-only premium.

2. "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 City employment.
3. This obligation to pay health insurance premiums shall end at such time as the retiree reaches age 67 or becomes eligible to enroll, automatically or voluntarily, in Medi-Cal or Medicare, whichever occurs first.
4. A retiree desiring to have health insurance coverage for him/herself or for dependents shall remit to the City a check for the amount of the premium less the City contribution no later than the 15th of the month preceding the effective month of coverage.
5. The City will reimburse retirees who live out-of-state for the actual cost of procuring comparable health insurance in an amount not to exceed what the City would otherwise be obligated to pay on behalf of the retiree pursuant to this paragraph B for single-party Blue Cross coverage. This reimbursement shall have no cash value to the retiree.

C. Single-Party In-Lieu Pay (SPIL)

1. Except as provided in paragraphs 2 and 3, each employee with "single-party only" coverage under a City health insurance plan shall receive \$30 per pay period.

In addition, the City shall contribute into the deferred compensation account of each such employee an amount equal to \$39.23 per pay period.

2. The following employees with "single-party only" coverage under the Blue Cross plan shall not be eligible to receive the payments (totaling \$69.23) described in the preceding paragraph:
 - a. Persons regularly appointed on or after August 11, 1995 and,
 - b. Persons regularly appointed prior to August 11, 1995 who 1) have "2-party" or "family" coverage under the Blue Cross plan as of that date; and, 2) later elect to convert to "single-party only" coverage under the Blue Cross plan.
3. Persons regularly appointed prior to August 11, 1995 who, as of that date, have "2-party" or "family" coverage under Blue Cross, and who elect to receive "single-party only" coverage under a plan other than Blue Cross shall still be eligible to receive the above payments. Likewise, persons regularly appointed prior to August 11, 1995 who, as of that date, have "single-party only" Blue Cross coverage, will continue to receive the above payments even if they convert at a later date to either "2-party" or "family" Blue Cross coverage and then later return to "single-party only" Blue Cross coverage. Such employees will not receive the above payments during the period they are not receiving "single-party only" coverage.
4. A person regularly appointed on or after August 11, 1995 who is not on the Blue Cross plan and subsequently switches to Blue Cross "single-party only" coverage shall not be eligible for Single-Party In-Lieu pay.
5. Employees appointed on or before August 11, 1995 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.

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 a cash payment of 50% of the City's reduced cost, not to exceed \$50.00 per pay period.

E. Opt Out

An employee eligible for the "Married Employee Couples" benefit described above is not eligible for the Opt-Out benefit.

1. An employee may "opt out" of the City's medical plan under these conditions:

- a. The employee must sign a document stating his/her desire to waive medical insurance.
 - b. The employee must provide proof of other group coverage, which shall be confirmed by the City each year prior to open enrollment.
 - c. The employee may only re-enroll during 1) annual open enrollment, or 2) upon loss of coverage in accordance with the underwriting guidelines for each of the City's health plans. Re-enrollment in the Blue Cross Prudent Buyer plan may be subject to pre-existing conditions, if established by the provider.
2. The employee will then receive a cash payment equal to 50% of the City's reduced cost, including SPIL Pay, if any. The minimum payment shall be \$50 per pay period, and the maximum shall be \$100 per pay period.

ARTICLE 16: REIMBURSEMENT ACCOUNT PROGRAM

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

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

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

ARTICLE 17: LIFE INSURANCE

The City shall provide group term life insurance equal to annual base salary for each employee. Each employee may purchase additional City group term life insurance.

ARTICLE 18: DENTAL INSURANCE

The City shall pay up to an amount equal to the family premium rate for the prepaid dental plan for employee and dependent coverage under any group dental insurance plan administered by the City.

A retiree (as defined in Article 15B) and his/her eligible dependents may subscribe to a City dental plan by paying the full premium for the coverage chosen. A retiree desiring to have dental insurance coverage for him/herself or for dependents shall remit to the City a check for the amount of the premium no later than the 15th of the month preceding the effective month of coverage.

ARTICLE 19: VISION INSURANCE

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

ARTICLE 20: SELF-INSURANCE/OTHER

The City shall have the right to provide all or any portion of the benefits presently available under any existing health, 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 21: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

Employees not entitled to benefits under Article 15B 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 22: HOLIDAYS

A. Each regular full-time employee who works or is absent from work with the approval of his/her department head on the work shift both before and after any such holiday shall receive the following paid holidays of eight hours each:

1. January 1, New Year's Day
2. The third Monday in February, Presidents' Day
3. The last Monday in May, Memorial Day
4. July 4, Independence Day
5. The first Monday in September, Labor Day
6. November 11, Veterans Day
7. Thanksgiving Day

8. The Friday following Thanksgiving Day
9. December 24, Christmas Eve (if a Saturday or Sunday, the following Tuesday shall be observed)
10. December 25, Christmas Day
11. December 31, New Year's Eve

Employees on an alternate work schedule shall have the same holiday schedule and be governed by the same rules which apply to the following bargaining units:

Alternate Schedule	Applicable Rules
3/12.5	FPOA
9/80	Confidential
4/10	Confidential

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

C. Employees Working With Regard To Holidays

1. When a holiday falls on a Saturday, an employee shall be permitted an absence from work with pay equal to a regularly scheduled work day on either the Friday immediately before or the Monday immediately after the holiday, as designated by the Chief of Police to keep the department open and functioning on said days.
2. When a holiday falls on a Sunday, an employee, in lieu of pay for that holiday, shall be permitted an absence from work with pay equal to a regularly scheduled work day on the Monday immediately following the holiday.
3. An employee with a work week other than Monday through Friday shall be permitted a corresponding absence from work when a holiday falls on his/her regular shift off. That absence from work must be taken immediately preceding or following said holiday, as designated by the Chief of Police. If an employee's regular work schedule precludes such absence in order to provide the usual continuous services of his/her department, the employee shall be compensated in the form of pay equal to one regular work day, in addition to his/her holiday pay.
4. When an employee is absent from work under circumstances which entitle him/her to receive sick leave benefits for any holiday, there shall be no double payment. Instead, he/she shall be paid the holiday benefit hereunder, and shall not be charged or paid for the sick leave benefits for such time that he/she received holiday pay.

D. Employees Working Without Regard To Holidays

1. As an alternative to receiving holiday pay as the holidays occur, an employee who works without regard to holidays (e.g., Patrol) may elect, at the beginning of each payroll year, to defer receipt of holiday pay until the end of that payroll year.
2. Each employee who defers cash payment for holidays shall accrue holiday leave on a biweekly basis. This leave shall be 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 elect to convert up to the previous year's maximum vacation accrual for holidays into a cash payment for holidays at the base salary rate then in effect.

ARTICLE 23: VACATION

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

Amount of Current Service	Number of Hours	
	Annually	Bi-Weekly
Until the 5th Anniversary	104	4.00
< 10 Years	120	4.62
≥ 10 Years	128	4.93
≥ 11 Years	136	5.24
≥ 12 Years	144	5.54
≥ 13 Years	152	5.85
≥ 14 Years	160	6.16
≥ 20 Years	168	6.46
≥ 25 Years	176	6.77

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

C. Usage

1. First Vacation: A new employee's first vacation may not be taken until he/she has successfully completed his/her initial probation period with the City.
2. 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

time as will achieve the most efficient functioning of the department and to avoid any loss of vacation by reason of the accumulation limit provided herein.

D. 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 a written request by an employee to take vacation is refused or not acted upon by the Chief of Police and the employee is not allowed other vacation time off to prevent a loss of vacation credits, the employee shall be paid at the straight time salary rate then in effect not only for the time worked, but also for the vacation time that would have been credited to him/her for 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.

E. Vacation Conversion

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

F. Separation From Employment

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

ARTICLE 24: SICK LEAVE

- A. Each regular full-time employee shall earn and accumulate 3.69 hours of sick leave for each pay period in which the employee has worked at least one full regular workday. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive sick leave credit for that pay period.

B. Sick Leave Usage

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

1. Absences relating to the health of the employee:
 - a. Personal illness or physical incapacity which does not result from service-connected illness or injury. The sole exception to the above is that sick leave may be used to supplement workers' compensation temporary disability benefits so that an employee will receive full salary between the expiration of Labor Code §4850 benefits and the start of benefits under the long-term disability insurance program. This exception shall be applied retroactively only when the employee has returned to work for a minimum of 30 working days.
 - 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 federal Family and Medical Leave Act (FMLA), provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for FMLA.

In no event shall the total time taken pursuant to 2a, 2b, and 2c exceed 480 hours in any 12-month period. This maximum limit of 480 hours shall be reduced by any time taken pursuant to the employee's own FMLA qualifying condition(s) within such rolling 12-month period except as otherwise required by law.

C. Approval of Sick Leave

1. Sick leave may be taken only when an employee has sick leave credits. The first sick leave with pay may not be taken until the employee has completed his/her 90th day of employment. No payment for sick leave shall be made without the approval of the Chief of Police or designee.

2. Prior to resuming work after taking three or more consecutive shifts of sick leave, an employee shall submit a physician's written certification of the medical necessity for his/her absence from work and a written release stating that he/she is able to perform his/her normal or modified job duties. For example, an employee absent on Monday, Tuesday and Wednesday must provide this release before resuming work on Thursday.

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

D. Bereavement Leave

The death of a member of the employee's immediate family shall entitle the affected employee to be absent for three shifts and such absence shall not be charged to sick leave. An employee may also use two shifts of 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, step-parent, legal guardian and others as required by law.

E. Annual Optional Conversion of Sick Leave

A person who has been regularly employed by the City for the full 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
 - b. Up to 30% to vacation and up to 30% to cash.
2. All other employees may convert either,
 - a. Up to 50% to cash; or
 - b. Up to 25% to vacation and up to 25% to cash.

All sick leave credits not taken as sick leave or otherwise converted shall remain within the employee's accumulated sick leave credits.

F. Payment for Unused Sick Leave Upon Separation

Except as provided in this subparagraph, no payment shall be granted to an employee for accrued sick leave at the time of separation.

Only the following are entitled to payment for unused sick leave upon separation. All others are ineligible for this benefit.

- Employees regularly (i.e., non-hourly) appointed on or before June 30, 1984 and employed continuously thereafter.
 - The estate of employees appointed after June 30, 1984 who are killed in the line of duty and qualify under the federal Public Safety Officers' Benefits Act of 1976.
1. If the separation is due to death, retirement (as defined in Article 15B), or resignation of an employee who is eligible for a CalPERS service retirement, 50% of the unused sick leave credits accumulated will be paid to the employee or, in the case of the employee's death, to the employee's designee or, if no designee, to the employee's estate. Such payment will be at the base salary rate in effect at the time of separation.
 2. An eligible employee who separates after ten years of continuous service for any reason other than death or retirement shall be compensated for 50% of the unused sick leave credits accumulated in excess of 960 hours, to be paid at the base salary rate in effect at the time of separation.

ARTICLE 25: MANAGEMENT LEAVE

- A. Each employee shall be eligible for up to 32 hours (36 hours for employees on an alternate work schedule) of management leave each fiscal year. Additional time may be granted at the discretion of the department head.
- B. Management leave shall not accrue past the maximum. Unused management leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.
- C. An employee who separates prior to the end of a fiscal year shall have deducted from the final paycheck or vacation balance any management leave that would be considered advance payment.

ARTICLE 26: WORKERS' COMPENSATION PROGRAM

Police safety employees shall have all of the benefits conferred upon them by the laws of the State of California with respect to job-incurred illness or injury.

The anniversary date of any employee who is absent from work as a result of an illness or an injury, either of which were induced by or arose from the performance of duties in the course of his/her employment, shall not be affected as long as the employee 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.

ARTICLE 27: JURY DUTY

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

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

ARTICLE 28: PAYROLL SYSTEM

- A. The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 a.m. every other Saturday, and end at midnight on the second Friday (i.e., 14 calendar days later) thereafter. Paydays shall occur on the Friday following the 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.
- B. Each affected employee shall participate in the City's direct deposit payroll program.
- C. 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 29: SUBSTANCE ABUSE

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers 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 30: GRIEVANCE PROCEDURE

The grievance procedure contained in the Agreement between the City and the Fullerton Police Officers' Association shall apply to employees represented by the Fullerton Police Management Association.

DATED: November 10, 2016

FOR THE FULLERTON POLICE
MANAGEMENT ASSOCIATION




Scott Rudisil
Police Captain



Mike Chlebowski
Police Lieutenant

FOR THE CITY OF FULLERTON



Gretchen R. Beatty
Director of Human Resources



Julia James
Director of Administrative Services