FULLERTON FIRE MANAGEMENT ASSOCIATION
December 11, 2010 through June 30, 2014
with an option for July 1, 2014 through June 30, 2015

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AGREEMENT
BETWEEN THE CITY OF FULLERTON AND THE FULLERTON FIRE MANAGEMENT ASSOCIATION, FOR THE PERIOD DECEMBER 11, 2010 THROUGH JUNE 30, 2014 WITH AN OPTION FOR JULY 1, 2014 THROUGH JUNE 30, 2015

ARTICLE 1: INTRODUCTION

This Agreement is made and entered into by the City of Fullerton (hereinafter referred to as the "City") and the Fullerton Fire Management Association (hereinafter referred to as the "Association"). The Association is the recognized majority representative of employees in the classifications of Battalion Chief and Fire Marshal (hereinafter collectively referred to as "affected employees").

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

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

ARTICLE 2: TERM - EFFECTIVE DATES

The term of this Agreement shall be from December 11, 2010 through June 30, 2014. At the option of the Association, the term may be extended through June 30, 2015, provided that the Association notifies the City in writing no later than December 1, 2013, of its irrevocable exercise of this option.

The effective date of each Article is December 11, 2010 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 unless changed subject to completion of meet-and-confer/consult sessions with authorized representatives of the Association.

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.

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 shall be as contained in Appendix A. For the period May 12, 2012 through May 10, 2013, a sixth step shall be added to each of the ranges in the Allocation of Classes to Salary Ranges. The sixth step of each range shall be five percent greater than the fifth step of the range. At the sole discretion of the Fire Chief, an employee who has been assigned to the fifth step of the salary range for his/her classification for no less than 26 pay periods may be reassigned to the sixth step. Eligibility to remain at the sixth step shall be at the sole discretion of the Fire Chief. Effective May 11, 2013, any employee assigned to the sixth step of the applicable range for his/her classification shall be reassigned to the fifth step.

Either party may reopen negotiations for a one time salary increase to be effective on or after July 1, 2012 with the express understanding that any changes in base salary during the term of this Agreement would require mutual agreement.

Effective the pay period beginning December 12, 2009, a gross pay back deduction of 5% was implemented for the employees in this unit. The gross pay back deduction was implemented as described in Appendix B. Effective the pay period ending April 14, 2012, this gross pay back deduction shall be eliminated.

In exchange for the elimination of the discretionary personal leave program that accompanied the gross pay back deduction program. Non-suppression employees will be allowed nine hours paid time off (eight hours for employees on a traditional work schedule) on the following days:

1. November 21, 2012
2. December 26, 2012
3. December 27, 2012
4. January 21, 2013
5. October 14, 2013
6. November 27, 2013
7. December 26, 2013
8. January 20, 2014

9. Two (2) additional days, mutually agreeable to employee and City during fiscal year 2013/2014.

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

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

Employees who are not regularly scheduled to work on one or more of the days specified in this paragraph, or those who are required to work on one or more of the specified days, or portions thereof, shall be granted the equivalent number of paid hours off for each of the specified days or portion of the days worked, use of which must be approved by the Fire Chief, or his designee, and not require overtime backfill. Such paid time off shall not be eligible for conversion to cash or vacation.

The parties agree that no similar paid days off shall be included during fiscal year 2014-2015.

When an employee is promoted into a Fire Management classification, he/she shall be advanced to the lowest step in the appropriate salary range which provides not less than a 5% increase over his/her current salary rate, including Educational Incentive Pay and Paramedic Pay, if any.

ARTICLE 7: INCREMENT PAY

A. Assignment Pay

An employee regularly assigned as Division Chief/Operations shall be paid at the same pay range as Fire Marshal/Division Chief – Administration. The employee shall hold the same pay step within that range as he/she held in the range for Battalion Chief. The pay of an employee temporarily assigned as Division Chief/Operations shall be governed by the City's rules on Acting Pay.

The City has the unilateral right to assign an employee to the position of Division Chief/Operations and to remove him/her from that position without cause or right of appeal.

B. Bilingual Pay

1. An employee shall be eligible to receive $50 biweekly if the following conditions are met:

    a. 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.

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

2. Eligibility for Bilingual Pay is subject to re-determination at any time by the City. The City shall give four months' notice to each affected employee prior to giving a requalifying exam.

ARTICLE 8: VEHICLE USE

Each Division Chief shall have use of a City vehicle for City business.

ARTICLE 9: CONSTANT STAFFING/EMERGENCY DUTY PAY

A. Constant Staffing Situations

The City shall determine how overtime is assigned. If a Battalion Chief or a Division Chief is not available to work, then a Fire Captain who is qualified to work as acting Battalion Chief may be assigned as an acting Battalion Chief.

1. An employee on a 56-hour work week shall be paid at his/her straight base hourly rate for any time worked on non-emergency suppression duty in excess of his/her regular schedule.

2. An employee on a 40-hour work week shall be paid for all non-emergency suppression time worked in excess of his/her normal 40-hour work week. Such pay shall be at the straight 56-hour equivalent rate.

B. Emergency Situations

An employee who is called back or held over beyond his/her regularly scheduled shift for the purpose of an ongoing emergency operation shall be paid at one-and-one-half times his/her base salary rate.

C. Payment

Each employee required to work in excess of his/her regular work schedule in a work period shall be paid at his/her straight time base salary rate or receive compensatory time off at straight time for the excess hours.

D. Compensatory Time

Should any employee exceed 96 hours of accrued compensatory time, he/she shall be paid for those excess hours at the straight base hourly rate. 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 City practice.

E. In exchange for a 3.75% pay raise (part of the 5% raise effective June 24, 1998) affected employees agree that they will have compensation equivalent to the improved overtime pay awarded in January 1998 to classifications represented by the Fullerton Firefighters' Association. In compensation surveys, this 3.75% pay raise shall be considered as base pay only, and not overtime pay. Affected employees shall have no claim to overtime pay pursuant to the Fair Labor Standards Act and related court decisions other than what is contained in this Article.

ARTICLE 10: EDUCATION INCENTIVE PROGRAM

A. Objective

The education program is designed to encourage employees to continue their career development by enrolling in approved 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 of Fullerton.

To meet these objectives, the program consists of two components:

1. Tuition Reimbursement – Reimbursement of fees for tuition, registration and texts for eligible coursework.

2. Education Incentive Pay – A fixed or percentage payment based upon units of study in approved majors.

B. General Guidelines

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

   a. Review written applications submitted by employees through the Fire Chief.

   b. Grant approval by either certifying the acceptability of majors, courses and expenditures, or suggesting those courses which will qualify the employee for education incentive pay/tuition reimbursement.

   c. Consult with the Fire Chief and school authorities on the development and establishment of criteria and standards to determine the

acceptability of majors, courses and expenditures that will qualify the employee for tuition reimbursement.

d. Render a decision on an application for tuition reimbursement or education incentive pay within 60 days from the date of receipt by Human Resources.

2. If approval is denied**,** the employee may submit a written appeal within 30 days to a three-member education review committee appointed by the City Manager. The decision of the Committee shall be final.

C. Eligibility

1. All affected employees are eligible to receive tuition reimbursement. Courses must: commence after the employee's appointment to the City; be in excess of the educational standards for the classification (as noted in the class specification); and are not 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 junior- or senior-level college or university courses when the specification for the classification calls for high school graduation.

2. Courses must meet one of the following requirements: 1) be approved by one of the six regional accreditation associations recognized by the Council on Post-Secondary Accreditation; 2) training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California Fire Service Education and Training System, and/or the U.S. Fire Administration; or 3) training courses or seminars approved by the Department Head. 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 education 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 be eligible for promotion within five years of completion of his/her educational objective; or 3) required for the completion of a 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 special approval has been granted by the Fire Chief and the Human Resources Department.

5. Courses cannot be taken on City time. The employee must certify that all courses submitted for approval were taken on the employee's off-duty time.

6. To certify eligibility, a fully completed pre-approval form shall be submitted to the Fire Chief and to Human Resources before the course begins. For budgeting purposes, an employee who expects to become eligible for the 3% – 6% education incentive pay program described below shall make every effort to notify the Fire Chief of that expectation no later than January 15 preceding the fiscal year in which he/she expects to become eligible.

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 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 reimbursement of $2,500 per fiscal year for courses taken during that particular 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.

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 14B), who are laid off by the City or who separate as a result of a City/departmental reorganization.

E. Education Incentive Pay – Plan 1

Affected employees shall be eligible for Education Incentive Pay, Plan 1, upon meeting the following criteria:

1. Currently employed full time, with a minimum of one year current, continuous full-time service as an employee of the City, and was hired by the City before July 26, 1997.

2. Employee meets the requirements listed under Eligibility, except that education completed up to 10 years prior to employment with the City shall be eligible for Education Incentive Pay.

3. Compensation shall be at the rate of $1 per month per unit of approved course work completed at an accredited institution. The total education incentive compensation shall not exceed 2.5% of the employee's existing base salary rate.

4. Employees who were receiving payments under this provision as of December 31, 1998 shall continue to receive such payments in the dollar amount authorized on that date until such time as they elect to participate in Plan 2, as described in subsection G of this Article.

5. Compensation shall be paid to all qualifying employees effective the first day of the pay period following approval by the Fire Chief.

6. Training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California Fire Service Education and Training System and the U.S. Fire Administration (see C2 above), are not eligible for Education Incentive Pay.

F. Education Incentive Pay – Plan 2

1. Persons who are currently employed full time, who have a minimum one year of current, continuous full-time service as an employee of the City, shall be eligible for Education Incentive Pay – Plan 2 upon meeting the applicable criteria listed under Eligibility (Section C above).

2. Effective the first day of the pay period following approval, compensation shall be paid to all qualifying employees as follows:

   Payment of 7% of base pay, not to exceed 7% of the top step of a Fire Engineer's base pay, shall be awarded to an employee who possesses a baccalaureate (i.e., 4-year) degree; <u>or</u>, payment of 4% of base pay, not to exceed 4% of the top step of a Fire Engineer's base pay, shall be awarded to an employee who possesses an Associate (i.e., 2-year) or higher degree.

3. Degrees resulting from training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California Fire Ser-

vice Education and Training System, and the U.S. Fire Administration are not eligible for Education Incentive Pay.

ARTICLE 11: UNIFORM ALLOWANCE

Each employee shall receive $27.70 per pay period for the purchase, maintenance, and cleaning of uniforms and equipment.

ARTICLE 12: SURVEYS

In determining what is adequate compensation, the parties shall use as a guideline the compensation provided to comparable employees of the following cities: Anaheim, Brea, Costa Mesa, Fountain Valley, Garden Grove, Huntington Beach, Laguna Beach, Newport Beach, Orange, and Santa Ana.

ARTICLE 13: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

A. Benefits

Upon implementation of this Agreement or as soon thereafter is legally possible, the City will amend its contract with CalPERS to provide the three percent at fifty-five (3% at 55) benefit formula (Cal. Gov. Code §21363.1) with benefits based on the three (3) highest years average earnings for fire safety members.

For unit employees hired as fire safety member before the effective date of the City's contract amendment with CalPERS, the City's contract with CalPERS for fire safety employees shall include the following options:

1. 3% at 50- benefit formula (Ca. Gov. Code §21362.2).

2. One-Year Highest Compensation (Ca. Gov. Code §20042).

3. Post-Retirement Survivor Allowance (Ca. Gov. Code §21624 and §21626).

4. Fourth Level of 1959 Survivor Benefits (Ca. Gov. Code §21574).

5. Military Service Credit (Ca. Gov. Code §21024), in which the employee pays the entire cost.

6. Pre-Retirement Optional Settlement 2 Death Benefit (Ca. Gov. Code §21548).

For unit employees hired as a fire safety member on or after the effective date of the City's contract amendment with CalPERS, the City's contract with CalPERS shall include the following options:

a. 3% at 55 benefit formula (Cal. Gov. Code §21363.1).

b. Final Compensation shall be based upon the average of the highest paid 36 consecutive months.

c. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).

d. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21573).

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).

B. Employer-Paid Member Contributions

1. The City shall pay the CalPERS normal member contribution (as defined in §20677 et seq. of the California Government Code) into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.

2. This employer-paid member contribution shall not be considered as 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. The City shall pay the 1959 Survivor Benefits premium for affected employees.

C. Cost Sharing

Effective April 14, 2012, employees under the 3% @ 50 benefit formula shall contribute 9.557% of their compensation earnable (as defined in Government Code §20636) and employees under the 3%@55 benefit formula shall contribute 9.0% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate. Upon implementation of this provision, the employee contribution toward the employer rate shall be made pursuant to Government Code Section §20516(f). As soon thereafter as possible, the City shall

take all necessary action to amend its CalPERS contract to provide that all or the greatest portion possible of the contribution shall be made pursuant to Government Code Section §20516(a), with the balance being 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.

ARTICLE 14: 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 15: 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 contribution.

ARTICLE 16: HEALTH INSURANCE

A. Contributions - Employees

1. Each employee will contribute the same monthly amount toward the payment of premiums for employees and their dependents as is required (based on hire date*) for an employee represented by the Fullerton Firefighters Association in a corresponding CalPERS plan and tier of coverage, as follows:

City Plan	CalPERS Plan
Blue Cross PPO (Single, Two-Party, Family)	PORAC (Single, Two-Party, Family)
Blue Cross CalCare (Single, Two-Party, Family)	Blue Shield HMO (Single, Two-Party, Family)

Kaiser (Single, Two-Party, Family)	Kaiser (Single, Two-Party, Family)

* Except Employee number 5071, whose hire date shall be considered prior to July 26, 1997 for purposes of this paragraph.

Each employee enrolled in the City's Blue Cross PPO plan shall contribute the following monthly amounts toward the payment of premiums:

Single	–	$25
Two-Party	–	$50

2. Should any of the plans listed no longer be offered or the tiers of coverage change, the parties shall meet-and-confer to determine the contributions required for any successor plan.

3. During the term of this Agreement, the Medical Advisory Committee shall review and analyze options for alternate medical carriers, plan designs, and contribution strategies. At the conclusion of the work by the Medical Advisory Committee, either party may reopen this Agreement to discuss changes to Article 16 with the understanding that changes to this Article during the term of this Agreement will only be made by mutual agreement.

B. City Contributions - Retirees

1. For each person regularly employed for 20 cumulative years or more who retires subsequent to September 30, 1995 the City shall pay the same contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree. With respect to an employee who retired between August 1, 1986 and September 30, 1995 the City shall pay 100% of the employee-only premium.

2. For each person regularly employed for ten or more cumulative years, but less than 20, and who retires subsequent to September 30, 1995 the City shall pay 50% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree. With respect to any such employee who retired between August 1, 1986 and September 30, 1995 the City shall pay 50% of the employee-only premium.

3. A "retiree" as used in this Article shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from City of Fullerton employment.

4. 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.

5. A retiree desiring to have health insurance coverage for himself/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.

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

An employee regularly appointed to any City classification who had "single-party only" coverage under a City health insurance plan as of January 13, 1996 shall receive $30 per pay period. Such payment shall continue so long as the employee has "single-party only" coverage. All others are ineligible for this benefit.

Employees appointed on or before January 13, 1996 who “opt out” under the provisions of paragraph D 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 $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 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.

F. Change of Plan Provider

Effective as soon as possible after implementation of this agreement, the City shall take appropriate action to make available those medical insurance benefits provided under the Public Employees Medical and Hospital Care Act (PEMHCA) as set forth in §22751 of the California Government Code. According to the provisions of this Agreement and to the extent required by law, the PEMHCA Health Benefits Plan will be made available to all eligible employees, retirees and their eligible dependents. Once implemented, the PEMHCA medical insurance benefit program shall be the sole program available for employees, retirees and their surviving annuitants, replacing those City Plans referenced in paragraph A above.

The parties agree that it shall be the responsibility of the Association to ensure that all annuitants with vested benefits for coverage under the City Plans as provided for in paragraphs A and B above are in agreement with this change. Association agrees to obtain written consent from these annuitants.

City and Association agree that the costs of the PEMHCA medical plans shall be shared by the City and Association employees and retirees in the same manner determined by the provisions of Articles 29 and 30 of the Agreement between the City of Fullerton and the Fullerton Fire Association dated October 24, 2011.

ARTICLE 17: REIMBURSEMENT ACCOUNT PROGRAM

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

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

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

ARTICLE 18: 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 no less than 60% of the eligible employee's pre-disability earnings as defined in the policy document, or $6,000 per month, whichever is less. This maximum benefit shall be calculated in accordance with policy definitions.

D. The 55-day elimination period shall be satisfied by use of paid leave benefits to the extent available, provided that sick leave benefits shall be exhausted before other paid leave benefits may be used (unless otherwise governed by Article 24).

ARTICLE 19: GROUP LIFE INSURANCE

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

ARTICLE 20: GROUP DENTAL INSURANCE

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

A retiree (as defined in Article 14) 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 21: VISION INSURANCE

The City shall provide vision care insurance for employees and eligible dependents on the Blue Cross Prudent Buyer and CaliforniaCare medical plans, and pay an amount up to the family-only premium. The plan shall have an annual deductible of $10 per person.

ARTICLE 22: 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 23: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

Employees not entitled to benefits under Article 14B 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 24: HOLIDAYS

A. An employee on a suppression shift schedule shall receive the following paid holidays of 11.2 hours each at the straight time rate in addition to his/her regular pay:

1. January 1, New Years Day
2. The third Monday in February, Presidents' Day
3. The last Monday in May, Memorial Day
4. July 4, Independence Day
5. The first Monday in September, Labor Day
6. November 11, Veteran's Day
7. Thanksgiving Day
8. The Friday following Thanksgiving Day
9. December 24, Christmas Eve (if a Saturday or Sunday, the following Tuesday shall be observed)
10. December 25, Christmas Day
11. December 31, New Year's Eve

Employees on any other schedule shall have the same holiday schedule and be governed by the same rules which apply to classifications represented by the City's non-sworn management employee bargaining unit.

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. There shall be no holiday pay following an unplanned absence (e.g., sick leave) of ten consecutive shifts or more. If an employee returns to active duty following such an absence, the "lost" holiday pay shall be paid to the employee. This paragraph shall not apply to industrial injury leaves.

D. As an alternative to the current method of receiving holiday pay as the holidays occur, an employee who works without regard to holidays (i.e., suppression) may elect, at the beginning of each payroll year, to defer receipt of holiday pay until the end of that payroll year. Each employee who defers cash payment for holidays will be paid for the holidays on the final payday of each payroll year.

ARTICLE 25: VACATION

A. Except as provided in D below, affected employees shall accrue vacation credit with pay in accordance with the following table:

1. For 24-hour shift employees:

Amount of Current Service	Number of Hours Annually	Number of Hours Biweekly
≤ 5 Years	144	5.54
< 10 Years	192	7.39
≥ 10 Years	204	7.85
≥ 11 Years	216	8.31
≥ 12 Years	228	8.77
≥ 13 Years	240	9.23
≥ 14 Years	252	9.69
≥ 20 Years	264	10.15

2. For other than 24-hour shift employees:

Amount of Current Service	Number of Hours Annually	Number of Hours Biweekly
≤ 5 Years	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 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.

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 Fire Chief or designee. The Fire Chief 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 up to twice his/her annual 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 Fire Chief 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.

E. Annual Conversion

At the end of each payroll year, a 24-hour shift employee may convert up to 96 hours of unused vacation time into cash, payable at the base salary rate in effect at the time of conversion. Other employees may convert up to 40 hours. Such conversions shall be made concurrently with the optional conversion of sick leave program.

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 26: SICK LEAVE

A. Each regular full-time employee shall earn and accumulate sick leave in accordance with the following table:

Regular Work Week	Regular Working Day Equivalent	Biweekly Accrual Rate

56 hours	12.0 hours	5.17 hours
40 hours	8.0 hours	3.69 hours

For sick leave credits to accrue during a pay period, the employee must have worked at least one full regular work day that pay period. 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 a service-connected illness or injury.

   b. Medical or dental appointments;

   c. Forced quarantine in accordance with community health regulations;

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

   a. Health conditions of or medical or dental appointments for the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, and others as required by law in a total amount not to exceed 48 hours in a payroll year for 40-hour per week employees and 67.2 hours for 56-hour employees.

   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. Employees may use up to 96 hours for 40-hour per week employees and up to 134.4 hours for 56-hour per week employees.

   c. The serious health condition of a family member which qualifies under the Family and Medical Leave Act (FMLA). Employees may use to up 480 hours of accrued sick leave for 40-hour per week employees and for up to 672 hours of accrued sick leave for 56-hour per week employees. Provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for the Family and Medical Leave Act.

In no event shall the total time taken pursuant to 2a, 2b and 2c exceed 480 hours for 40-hour per week employees and up to 672 hours for 56-hour per week employees in any 12-month period. This maximum limit of 480 hours or 672 hours shall be reduced by any time taken pursuant to the employee's own Family and Medical Leave Act 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 three days' sick leave have been credited. No payment for sick leave shall be made without the approval of the Fire Chief.

2. Prior to resuming work after taking more than two consecutive 24-hour shifts of sick leave, a suppression 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. Non-suppression employees (i.e., those on a 40-hour workweek) shall submit this release after taking three or more consecutive days of sick leave. 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 working days, and such absence shall not be charged to sick leave. Employees may also use two days of their accumulated sick leave per incident for bereavement purposes, and the City Manager may authorize up to an additional five days of sick leave usage for bereavement purposes when appropriate.

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

E. Annual Optional Conversion of Sick Leave

1. A person who has been regularly employed by the City for the full preceding calendar year and has at least 24 (48 hours for suppression employees) hours of unused sick leave remaining from the preceding payroll year, may convert a fixed percentage of the unused portion of those sick leave credits to either of the following:

   a. Up to 50% to vacation credits; or
   b. Up to 50% to cash, to be paid at the employee's base salary rate, plus any Division Chief/Operations assignment pay.

2. An eligible employee who does not use sick leave during the preceding payroll year may convert up to 60% to cash, to be paid at the employee's base salary rate.

F. Payment for Unused Sick Leave Upon Separation

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

Employees regularly appointed to any City classification on or before June 30, 1984 and employed continuously thereafter, and those appointed after that date who are killed in the line of duty and qualify under the federal Public Safety Officers' Benefits Act of 1976 ("eligible employees," for purposes of this subparagraph only), and no others are entitled to payment for unused sick leave upon separation as described below. This program is and shall continue to be a vested benefit for Fire Management employees regularly appointed to any City classification on or before June 30, 1984.

1. If an eligible employee dies or retires, 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.

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 all accumulated sick leave credits in excess of 960 hours for those on a 40-hour work week, or 1,344 hours for those on a 56-hour work week.

3. For purposes of this paragraph F, payment shall be at the base salary rate plus any Division Chief/Operations assignment pay, if any.

ARTICLE 27: CONVERSION OF LEAVE BALANCES

When an employee is reassigned from a 56-hour position to a 40-hour position, the employee's leave balances shall be reduced to a 40-hour work week equivalent. Similarly,

when an employee is reassigned from a 40-hour position to a 56-hour position, the employee's leave balances shall be increased to a 56-hour work week equivalent.

ARTICLE 28: MANAGEMENT LEAVE

A. Each employee shall be eligible for up to 24 hours (27 hours for employees on a synchronized 9/80 schedule) of management leave each fiscal year, except that those who are on a 56-hour work week shall be eligible for up to 36 hours each fiscal year. Additional time may be granted at the discretion of the Fire Chief.

B. Management leave shall not accrue past the 24 or 36 hour maximum. Unused management leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.

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

ARTICLE 29: WORKERS' COMPENSATION PROGRAM

Fire 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 30: JURY DUTY

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

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

ARTICLE 31: PAYROLL SYSTEM

A. The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 A.M. every other Saturday, and end at midnight on the second Friday (i.e., 14

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 32: SUBSTANCE ABUSE

A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

B. It is in the best interest of the City, the Association, affected employees and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.

C. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance.

D. The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense.

E. The Association will participate in a program of random testing for substance abuse and strongly encourages all employee units to do the same.

ARTICLE 33: USE OF TOBACCO

Affected employees shall not use tobacco products in any form at any time, either on or off duty.

ARTICLE 34: GRIEVANCE PROCEDURE

The grievance procedure contained in the Agreement between the City and the Fullerton Firefighters' Association shall apply to affected employees.

DATED: APRIL 16, 2012

FOR THE FULLERTON FIRE MANAGEMENT ASSOCIATION

Tom Schultz
Division Chief/Operations

Julie Kunze
Fire Marshal/Division Chief

FOR THE CITY OF FULLERTON

Gretchen R. Beatty
Director of Human Resources

Julia James
Director of Administrative Services

Robert S. Ferrier
Assistant to the City Manager