RESOLUTION NO. 2013 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND THE FULLERTON FIRE MANAGEMENT ASSOCIATION DATED APRIL 30, 2013.

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

Section 1: The First Amendment to the Agreement between the City of Fullerton and the Fullerton Fire Management Association dated April 30, 2013 and attached hereto is approved.

ADOPTED BY THE FULLERTON CITY COUNCIL on MAY 7, 2013.

Bruce Whitaker

Bruce Whitaker, Mayor

ATTEST:

Lucinda Williams, City Clerk

May 8, 2013

Date

FIRST AMENDMENT TO
THE AGREEMENT BETWEEN THE CITY OF FULLERTON
AND THE FULLERTON FIRE MANAGEMENT ASSOCIATION
FOR THE PERIOD JULY 1, 2011 TO JUNE 30, 2014
WITH AN OPTION FOR JULY 1, 2014 THROUGH JUNE 30, 2015

This First Amendment to the Agreement Between the City of Fullerton and the Fullerton Fire Management Association, for the Period July 1, 2011 to June 30, 2014, with an Option for July 1, 2014 Through June 30, 2015 dated April 16, 2012 (hereinafter referred to as the "First Amendment") 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 City and the Association agree that the Article 6 of the Agreement included a provision to establish a temporary sixth step in the salary ranges set forth for the classifications represented by this unit and identified in Appendix A. The sixth step addition was to be included in the salary ranges for the period May 12, 2012 through May 10, 2013 and thereafter removed from the salary schedule.

This First Amendment shall extend the expiration of the sixth step to June 30, 2014 as specified below. No other changes, deletions or additions are agreed to herein.

> ARTICLE 6: SCHEDULE OF BASE SALARY RATES and ALLOCATION OF CLASSES TO SALARY RANGES is hereby amended as follows:
>
> 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 June 30, 2014, 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 July 1, 2014, 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.

The effective date of this Amendment shall be May 8, 2013.

DATED: April 30, 2013

FOR THE FULLERTON MANAGEMENT ASSOCIATION

Julie Kunze
Fire Marshal/Division Chief

Tom Schultz
Division Chief/Operations

FOR THE CITY OF FULLERTON

Gretchen R. Beatty
Director of Human Resources