

FULLERTON MANAGEMENT ASSOCIATION
July 1, 2021 through June 30, 2023

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AGREEMENT
BETWEEN THE CITY OF FULLERTON AND THE
FULLERTON MANAGEMENT ASSOCIATION,
FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2023

ARTICLE 1: INTRODUCTION

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

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

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

ARTICLE 2: TERM - EFFECTIVE DATES

The term of this Agreement shall be from July 1, 2021 through June 30, 2023.

The effective date of each Article is July 1, 2021 unless otherwise stated.

ARTICLE 3: SUCCESSOR AGREEMENT

Either party may initiate negotiations for a successor agreement by serving a written request to bargain on the other party no sooner than six-months preceding the expiration of this agreement. The parties may waive or extend this timeframe by mutual agreement. The parties agree to meet within the thirty days after receipt of an initial proposal to bargain.

ARTICLE 4: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment within the lawful scope of representation of the Association presently

enjoyed by affected employees shall remain in full force and effect during the term of this Agreement.

ARTICLE 5: SEPARABILITY

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

ARTICLE 6: CITY REVENUES

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

ARTICLE 7: SALARY

The schedule of base salary rates and the allocation of classes to salary ranges shall be as contained in Appendix A.

Effective the first pay period after ratification and approval of this Agreement:

- A. The City will add a Step 6 for all FMA-represented classifications that currently only have five steps. The newly added Step 6 shall be set at 5% above Step 5. On the effective date, all employees that have been topped at Step 5 shall be moved to Step 6. On the effective date, all other employees shall be advanced to their next Step. The step advancements provided under this Section shall not impact an employee's step increase review date. All employees that are not topped at Step 6 shall remain eligible for consideration to move to the next subsequent step at their step increase review date in accordance with Resolution 8485.
- B. Any employee that is already in an FMA-represented classification that has six steps and is at Step 6 at the time of ratification and approval of the MOU, shall receive a one-time lump sum equivalent to 2.5% of the employee's annual base salary.

ARTICLE 8: INCREMENT PAY

A. Shift Differential Pay

An eligible Library employee shall receive, in addition to regular pay, Shift Differential Pay equal to 5% of his/her base hourly rate for any hours worked after 5:00 p.m., except that no one shall receive shift differential solely because he/she is on an alternate work schedule and works after 5:00 p.m. Eligible employees are

only those regularly appointed to any Library position effective on or before June 28, 1985 as well as those regularly appointed to any full-time Library position after that date.

B. Emergency Duty Pay

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

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

C. Bilingual Pay

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

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

D. Overtime Pay

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

E. Deputy Director Assignment Pay

An employee shall receive, in addition to regular pay, Deputy Director Assignment Pay equal to 10% of his/her base hourly rate for any pay period during which he/she is assigned to deputy director duties and responsibilities in addition to duties and responsibilities of his/her regular classification subject to the following:

1. City has the unilateral right to assign an employee to the duties of a deputy director and to remove him/her from that position without cause or right of appeal.
2. Determination of an employee's eligibility for a deputy director assignment shall be at the discretion of the Department Head and shall be based on employee performance, demonstrated readiness, and workload.

3. Deputy director assignments may be rotated among similarly eligible employees within a department at the discretion of the Department Head.
4. Any and all deputy director assignments must be approved in advance by the City Manager.
5. Only one employee per department may be assigned as a deputy director at any one time, except that, at the recommendation of the Department Head and approval by the City Manager, up to two employees may be assigned as a deputy director if two departments are consolidated to one.
6. City reserves the right to make no deputy director assignments within a department.
7. City reserves the right to make no deputy director assignments within the City.
8. An employee receiving deputy director assignment pay shall not be eligible for Acting Pay provided for in City Personnel Rules, Resolution 8485, Section 8 (B)(3).

ARTICLE 9: ACTING PAY

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

ARTICLE 10: EXCEPTIONAL PERFORMANCE PAY

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

ARTICLE 11: TUITION REIMBURSEMENT

A. Objective

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

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

B. General Guidelines

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

C. Eligibility

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

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

D. Reimbursement

1. A tuition reimbursement request form must be submitted within three months of the completion of the approved course(s). A minimum final grade of "C" or its equivalent is required for reimbursement. A pass in a pass/fail course will be considered equivalent to a "C" for reimbursement purposes only. No reimbursement shall be made for audited or incomplete courses.
2. Employees shall be reimbursed for tuition and any fees and reading materials required by the academic institution for the eligible course(s). Expenses for parking, travel, lodging, meals, transcript fees, materials and any other costs are not reimbursable.
3. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University, Fullerton, with a maximum of \$2,500 per fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.
4. Employees must submit a bona fide certification of major from the attendant institution, fees paid and grade achieved to have their request for reimbursement considered. These documents must accompany the reimbursement request form.
5. Upon separation from employment, employees shall reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who receive a service or disability retirement (as defined in Article 17(B)(4)), who are laid off by the City or who separate as a result of a City/departmental reorganization.

ARTICLE 12: UNIFORMS

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

ARTICLE 13: SURVEYS

In determining what is adequate compensation, the parties shall use as a guideline the compensation provided to comparable employees in the following jurisdictions or any other jurisdictions deemed appropriate: Anaheim, Buena Park, Costa Mesa, Garden Grove, Huntington Beach, Newport Beach, Ontario, Orange, and Santa Ana.

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

- A. The City's contract with CalPERS for affected employees shall include the following options:
 - 1. One-Year Highest Compensation (Cal. Gov. Code §20042) for employees hired by the City on or before December 22, 2012.
 - 2. Employees hired on or after December 23, 2012 who are not "new members" as defined under the Public Employees' Pension Reform Act of 2013 (Cal. Gov. Code §7522 – 7522.74), hereinafter PEPRA, will have their final compensation calculated based on the provisions of California Government Code §20037. Final compensation shall be calculated based on the average of the highest three consecutive years.
 - 3. Employees hired on or after January 1, 2013 who are "new members" as defined under PEPRA will have their final compensation calculated based on the provisions of California Government Code §7522.32 (highest average pensionable compensation for 36 consecutive months.)
 - 4. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).
 - 5. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code § 21574).
 - 6. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
 - 7. 2% @ 55 – Full Formula (Cal. Gov. Code §21354) for employees who are not "new members" as defined by PEPRA.
 - 8. 2% at 62 formula (Cal. Gov. Code §7522.20) for employees who are "new members" as defined by PEPRA.

9. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
10. Credit for Unused Sick Leave (Cal. Gov. Code §20965). An employee who is not eligible for benefits under Article 29(F) Payment for Unused Sick Leave upon Separation shall receive additional service credit for his/her unused sick leave upon retirement from the City, converted per the terms of the CalPERS contract.

B. Employer-Paid Member Contributions – Employees Who Are Not “New Members”

For employees who are not “new members” as defined by PEPRA, the City shall pay the CalPERS normal member contribution [as defined in §20677(a)(2) of the California Government Code] into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.

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

Employee Cost-Sharing of Employer Contribution Rate – Employees Who Are Not “New Members”

Effective December 10, 2011, employees who are not “new members” as defined by PEPRA shall contribute 7% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate (“cost-sharing”). Effective December 23, 2012, the City amended its contract with CalPERS to implement the provisions of California Government Code 20516(a) to provide that a portion of the 7% contribution shall be made pursuant to Government Code Section §20516(a), with the balance of the 7% contribution made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the 7% employee contribution toward the employer rate is not allowable as agreed, the employer-paid member contributions shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change.

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

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

ARTICLE 15: SOCIAL SECURITY

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

ARTICLE 16: MEDICARE

Employees hired by the City on or after April 1, 1986 shall be required to pay the designated employee contribution to participate in the MediCare Program and the City shall be under no obligation to pay or "pick up" any such contributions.

ARTICLE 17: HEALTH INSURANCE

A. Contributions - Employees

- 1. The employee monthly contribution to medical insurance shall be the difference between the employee's selected plan and tier of coverage and the following monthly City contributions:

Single	\$ 450
Two-Party	\$ 925
Family	\$1,300

- 2. Any increases to these City monthly contributions shall be subject to future negotiations.
- 3. If at any time during the term of this agreement, it is determined that the City's contribution toward medical insurance is less than required for minimum affordable coverage under the Affordable Care Act, the City shall, at its own discretion, increase any contribution by the amount necessary to meet the affordability requirements.

B. Contributions – Retirees

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

2. For each person regularly employed for ten or more cumulative years, but less than 20, and who retires subsequent to September 30, 1995 the City shall pay 50% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree, provided, however, for persons hired by the City on or after January 1, 2012, the maximum monthly contribution paid under this paragraph shall be One Hundred Dollars (\$100.00). With respect to an employee who retired between June 28, 1986 and September 30, 1995 the City shall pay 50% of the employee-only premium.
3. For each person regularly employed for five or more cumulative years, but less than 10, and who retires subsequent to December 31, 2002 the City shall pay 25% of the contribution provided to active employees for employee-only coverage under the City health plan chosen by the retiree. Persons hired by the City on or after January 1, 2012 shall not be eligible for this benefit.
4. A "retiree" as used in this Article shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from City of Fullerton employment.
5. This obligation to pay health insurance premiums shall end at such time as the retiree reaches age 65 or becomes eligible to enroll, automatically or voluntarily, in MediCal or MediCare, whichever occurs first.
6. A retiree desiring to have health insurance coverage for dependents shall remit to the City a check for the amount of dependent coverage no later than the 15th of the month, preceding the effective month of coverage.

C. Opt-Out

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 health insurance coverage that is compliant with the Affordable Care Act, 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.
2. The employee will then receive a cash payment equal to \$50 per pay period.

D. "Flex Credit" Contribution

The City will implement a "flex credit" credit contribution in the amount of \$50 per month paid in \$25 increments for the first two pay periods of each month beginning January 2021. These "flex credits" shall be paid through a revised Section 125

Plan. The City and the Association will meet and agree regarding the scope of the Section 125 Plan options for employee use of the “flex credits.”

E. Voluntary Benefits Plan

Effective April 1, 2020, or as soon thereafter as practical, the City will implement a voluntary benefits plan through The Standard Insurance Company. Employees may opt in to plans providing supplemental benefits for Accident, Hospital and Critical Illness covered incidents. Premiums for employee selections shall be deducted from the employee’s pay on a post-tax basis.

ARTICLE 18: 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 19: LONG-TERM DISABILITY INSURANCE

- A. The City shall pay 100% of the premium for a City-owned Long-Term Disability insurance policy affording coverage to each active employee.
- B. The policy shall have an elimination period of 55 calendar days of continuous disability. Anytime after the expiration of the elimination period, the employee may apply for Long-Term Disability insurance or may continue to use accrued leave pursuant to the City’s policy thereon.
- C. The maximum benefit shall be 60% of the eligible employee’s pre-disability earnings as defined in the policy document, or \$6,000 per month, whichever is less. This maximum benefit shall be calculated in accordance with policy definitions.

ARTICLE 20: LIFE INSURANCE

The City shall provide group term life insurance equal to annual base salary for all affected employees. In compliance with the City's current life insurance contract, employees at age 70 shall have benefits reduced by 35%, and employees at age 75 shall have benefits reduced by 50%. Each employee may purchase additional City group term life insurance.

ARTICLE 21: VISION INSURANCE

The City shall provide vision care insurance to employees and their dependents enrolled in a City sponsored medical. The City shall contribute toward coverage under this plan the lesser of the premium for such coverage or \$24.88 per month.

ARTICLE 22: DENTAL INSURANCE

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

A retiree, as defined in Article 17(B)(4), and his/her eligible dependents may subscribe to a City dental plan by paying the full premium for the coverage chosen.

ARTICLE 23: SELF-INSURANCE/OTHER

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

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

ARTICLE 24: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION

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

ARTICLE 25: DISCRETIONARY PERSONAL LEAVE

Discretionary personal leave accumulated and not used prior to the term of this Agreement will be available for employee use until such time as the employee separates from the City. This discretionary personal leave will have no cash value and its use must

be approved by the Department Head and not require overtime backfill. Employees on discretionary personal leave will be on paid status. No additional Discretionary Personal Leave will be provided during the term of this Agreement. This leave is separate and distinct from Discretionary Holiday Leave referenced in Article 26.

ARTICLE 26: HOLIDAY LEAVE PROGRAM

- A. The following days shall be recognized Holidays for employees of this unit:
1. January 1, New Year's Day
 2. The third Monday in February, Presidents' Day
 3. The last Monday in May, Memorial Day
 4. July 4, Independence Day
 5. The first Monday in September, Labor Day
 6. November 11, Veteran's Day
 7. Thanksgiving Day
 8. The Friday following Thanksgiving Day
 9. December 24, Christmas Eve
 10. December 25, Christmas Day
 11. December 31, New Year's Eve
- B. No other day shall be such a holiday unless it is a non-recurring holiday designated specifically by the President of the United States and/or the Governor of California and approved by the City Council.
- C. An employee who works with regard to holidays will receive holiday leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, to be used when a designated City holiday occurs and employee works in a location, facility or program that is closed on the holiday, and the holiday falls on the employee's regular workday, and the employee is not required to work. The hours will be paid on the day the holiday occurs except as provided in Article 26(C)(1) and (2) below. There shall be no additional cash value for holiday leave hours.
1. An employee who is required to work on a holiday will receive in addition to his/her normal pay for the day, holiday discretionary paid leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, to be used at a later time in accordance with rules set forth herein.
 2. An employee will receive holiday discretionary paid leave time in the amount of 9 hours or the length of the employee's work shift, whichever is less, when a City designated holiday falls on a day that is not a regular workday for the

employee. These hours may be used at a later time in accordance with rules set forth herein.

3. Holiday discretionary leave time received under this Article must be used during the fiscal year in which it is received. Hours not used will expire. There will be no cash value associated with the holiday discretionary leave hours received under this provision.

ARTICLE 27: VACATION

A. Accrual

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

<u>Amount of Current Service</u>	Number of Hours	
	<u>Annually</u>	<u>Biweekly</u>
<10 Years	120	4.62
≥10 Years	128	4.93
≥11 Years	136	5.24
≥12 Years	144	5.54
≥13 Years	152	5.85
≥14 Years	160	6.16
≥20 Years	168	6.46
≥25 Years	176	6.77

The City Manager may authorize a new employee to earn vacation credit at any of the rates described above, up to 160 hours annually.

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

B. Usage

1. **First Vacation:** A new employee's first vacation may not be taken until he/she has worked for 13 pay periods. Absences such as sick leave or unpaid leave for an entire pay period shall not be considered time worked for this purpose.
2. **Department Head Approval:** No vacation absence with pay may be taken without approval by the department head or designee. The department head shall schedule and approve vacation for his/her employees as requested or at such other time as will achieve the most efficient functioning of the department and to avoid any loss of vacation by reason of the accumulation limit provided herein.

C. Accumulation Limit

An employee may accumulate vacation credits, with the right to take or be paid for if not taken, up to twice his/her annual vacation allowance. Vacation credit earned beyond the maximum is forfeited, with the following exception:

When any written request by an employee to take vacation is refused or not acted upon by the department head and the employee is not allowed other vacation time off to prevent a loss of vacation credits, the employee shall be paid at the straight time salary rate then in effect not only for the time worked, but also for the vacation time that would have been credited to him/her for working were it not for said accumulation limit. This payment shall continue until such time as the employee is permitted to take a vacation.

D. Annual Conversion

1. At the end of each payroll year, an eligible employee may convert up to 80 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 and must have at least 80 hours of vacation remaining after such conversion.

E. Separation From Employment

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

ARTICLE 28: SICK LEAVE

- A. Each regular full-time employee (80 hours per pay period) shall earn and accumulate 3.69 hours of sick leave for each pay period in which the employee has worked at least one full regular workday. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or an unpaid leave of absence for an entire pay period shall not receive sick leave credit for that period.

B. Sick Leave Usage

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

1. Absences relating to the health or welfare of the employee:

- a. Personal illness or physical incapacity;
 - b. Medical or dental appointments;
 - c. Forced quarantine in accordance with community health regulations.
 - d. For the purposes under Labor Code sections 230 and 230.1 to make necessary arrangements for the safety and welfare of the employee in cases of domestic violence, sexual assault, or stalking.
2. Absences relating to the health of the employee's family:
- a. Health conditions of, or medical or dental appointments for, the employee's family members as required by law in a total amount not to exceed 48 hours in a payroll year.
 - b. The care of an employee's newborn child/children or the placement with an employee of a son or daughter for adoption or foster care within the first 12 months after birth or placement, for up to 96 hours.
 - c. The serious health condition of a family member which qualifies under the Family and Medical Leave Act (FMLA), provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for FMLA.

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

C. Approval of Sick Leave

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 90th day of City employment. No payment for sick leave shall be made without the approval of the department head or designee.
2. Prior to resuming work after taking three or more consecutive shifts of sick leave, an employee shall submit a physician's written certification of the medical necessity for his/her absence from work and a written release stating that he/she is able to perform his/ her normal or modified job duties. For example, an employee absent on Monday, Tuesday and Wednesday must provide this release before resuming work on Thursday.

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

D. Bereavement Leave

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

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

E. Annual Optional Conversion of Sick Leave

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

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

F. Payment for Unused Sick Leave Upon Separation

Payment for unused sick leave upon separation shall be paid to persons regularly appointed to any City classification on or before August 31, 1983 and employed continuously thereafter. All others are ineligible for this benefit.

1. If an eligible employee dies or retires, 55% of the unused sick leave credits accumulated will be paid to the employee or, in the case of the employee's death, to the employee's designee or, if no designee, to the employee's estate. Such payment will be at the base salary rate in effect at the time of such separation.
2. An eligible employee who separates after ten years of continuous service for any reason other than death or retirement, shall be compensated for 55% of the unused balance of all accumulated sick leave credits in excess

of 960 hours, to be paid at the base salary rate in effect at the time of such separation.

- G. All sick leave credits not taken as sick leave or otherwise converted shall remain within the employee's accumulated sick leave credits.
- H. The City Manager may authorize a new employee to have up to 440 hours of sick leave credit. Such credit shall be available only for use as described in B above and shall not be available for any other use.

ARTICLE 29: MANAGEMENT LEAVE

- A. Each employee shall be eligible for up to 32 hours (36 hours for employees on a synchronized 9/80 schedule) of management leave each fiscal year. Additional time may be granted at the discretion of the employee's department head.
- B. Management leave shall not accrue past the maximum. Unused management leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.
- C. An employee who separates prior to the end of a fiscal year shall have deducted from the final paycheck or vacation balance any management leave that would be considered advance payment.

ARTICLE 30: WORKERS' COMPENSATION PROGRAM

- A. Supplemental Pay
 - 1. An employee absent due to illness or injury resulting from his/her City employment, for which the employee is eligible to receive temporary total disability payments under California Workers' Compensation laws, shall be paid his/her full salary only for the first 1,040 cumulative hours of absence related to the illness or injury, including absences for medical or therapy. This salary payment period shall not extend beyond the date temporary total disability payments are terminated. Persons employed on a 3/4-time basis shall receive a cumulative total of 780 hours, and persons employed on a half-time basis shall receive a cumulative total of 520 hours.
 - 2. A full-time employee who suffers a temporary disability as a result of what is interpreted under state Workers' Compensation laws as a separate illness or injury, regardless of whether the illness or injury is to the same or a different part of the body, shall be entitled to an additional 1,040 hours cumulative time of supplemental pay (pro rata time if a part-time employee) for each such separate illness or injury.

3. Once the employee has exhausted all of the benefits described in subparagraphs 1 and 2 above, the employee shall be entitled, at his/her request, to use any accumulated sick leave credits to pay the difference between his/her full salary and any amounts paid him/her under said Workers' Compensation laws until his/her accumulated sick leave credits are exhausted.
- B. The anniversary date of any employee who is absent from work as a result of an illness or injury resulting from the performance of duties in the course of his/her employment, shall not be thereby affected as long as he/she is receiving an amount equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as through he/she were not absent.

ARTICLE 31: 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 32: 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.

ARTICLE 33: SUBSTANCE ABUSE

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, the Association, affected employees and the public to ensure that affected employees do not appear for work under the

influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.

- C. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City and the Association to refer employees who have such problems to this counseling service for assistance.
- D. The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense.

ARTICLE 34: USE OF TOBACCO

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

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

ARTICLE 35: LAYOFFS

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

ARTICLE 36: NEW EMPLOYEE ORIENTATION

The City will provide the Association with ten (10) calendar days advanced notice of all new employee orientations within the bargaining unit, unless it is unable to reasonably do so because of an unforeseeable urgent need critical to City operations. If such a case arises, the City will provide as much notice as possible to the Association, or make other arrangements for the Association members to meet with the new employee. The Association will select its representative(s) to attend the orientations. When selecting its representative(s), the Association will make reasonable efforts to minimize disruption to the department operational needs. If, due to operational needs, no Association representative is available, the Association will arrange an alternative time for Association to meet with the new employee.

Association member(s) will be provided up to 15 minutes at the end of the orientation to present membership information regarding the Association to onboarding employee(s). Human Resources staff will not be present during the Association portion of the onboarding. Release time will be provided to the Association representative(s) for this meeting.

The City will provide the employee information it has on file in compliance with AB 119 (name, job, title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the City, and home addresses) for all new hires within the bargaining unit within 30 days of hire.

In addition, on a quarterly basis, the City will provide the Association with a digital file containing the same information for all employees in Association represented classifications.


Appendix A: Management Salary Schedule

DATE: March 9, 2022


FOR THE FULLERTON MANAGEMENT ASSOCIATION


Brendan O'Reilly
President


David Grantham
Vice President


Aaron Peardon
OCEA Senior Labor Relations Representative

FOR THE CITY OF FULLERTON


Eddie Manfro
Interim Director of Human Resources


Ellis Chang
Director of Administrative Services



Charles Leon
OCEA Labor Relations Representative

FULLERTON MANAGEMENT ASSOCIATION
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective March 19, 2022

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
500	Inactive						
515	Inactive						
525	Inactive						
530	Parks and Recreation Supervisor I						
	Approx. Annual	56,151	58,959	61,907	65,002	68,252	71,665
	Approx. Monthly	4,679	4,913	5,159	5,417	5,688	5,972
	Approx. Bi-Weekly	2,160	2,268	2,381	2,500	2,625	2,756
	Hourly	26.996	28.345	29.763	31.251	32.813	34.454
532	Building Permit Supervisor						
	Approx. Annual	57,526	60,402	63,422	66,594	69,923	73,419
	Approx. Monthly	4,794	5,034	5,285	5,549	5,827	6,118
	Approx. Bi-Weekly	2,213	2,323	2,439	2,561	2,689	2,824
	Hourly	27.657	29.040	30.492	32.016	33.617	35.298
	Police Records Supervisor						
534	Library Circulation Manager						
	Approx. Annual	58,798	61,738	64,824	68,066	71,469	75,042
	Approx. Monthly	4,900	5,145	5,402	5,672	5,956	6,254
	Approx. Bi-Weekly	2,261	2,375	2,493	2,618	2,749	2,886
	Hourly	28.268	29.682	31.166	32.724	34.360	36.078
535	Approx. Annual	60,049	63,051	66,204	69,514	72,990	76,639
	Approx. Monthly	5,004	5,254	5,517	5,793	6,082	6,387
	Approx. Bi-Weekly	2,310	2,425	2,546	2,674	2,807	2,948
	Hourly	28.870	30.313	31.829	33.420	35.091	36.846
540	Jail Supervisor						
	Approx. Annual	62,452	65,575	68,853	72,296	75,911	79,706
	Approx. Monthly	5,204	5,465	5,738	6,025	6,326	6,642
	Approx. Bi-Weekly	2,402	2,522	2,648	2,781	2,920	3,066
	Hourly	30.025	31.526	33.103	34.758	36.496	38.320

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
545	Utility Services Supervisor						
	Approx. Annual	65,236	68,498	71,923	75,519	79,295	83,260
	Approx. Monthly	5,436	5,708	5,994	6,293	6,608	6,938
	Approx. Bi-Weekly	2,509	2,635	2,766	2,905	3,050	3,202
	Hourly	31.364	32.932	34.578	36.307	38.123	40.029
550	Building and Facilities Supervisor Equipment Supervisor						
	Approx. Annual	66,487	69,812	73,302	76,968	80,816	84,857
	Approx. Monthly	5,541	5,818	6,109	6,414	6,735	7,071
	Approx. Bi-Weekly	2,557	2,685	2,819	2,960	3,108	3,264
	Hourly	31.965	33.563	35.242	37.004	38.854	40.796
580							
	Approx. Annual	68,168	71,576	75,155	78,913	82,858	87,001
	Approx. Monthly	5,681	5,965	6,263	6,576	6,905	7,250
	Approx. Bi-Weekly	2,622	2,753	2,891	3,035	3,187	3,346
	Hourly	32.773	34.412	36.132	37.939	39.836	41.827
583	Senior Librarian						
	Annual	69,926	73,422	77,093	80,948	84,995	89,245
	Approx. Monthly	5,827	6,119	6,424	6,746	7,083	7,437
	Approx. Bi-Weekly	2,689	2,824	2,965	3,113	3,269	3,433
	Hourly	33.618	35.299	37.064	38.917	40.863	42.906
585	Code Enforcement Supervisor Forensic Supervisor Landscape Supervisor II Parks and Recreation Supervisor II						
	Approx. Annual	71,687	75,271	79,034	82,986	87,136	91,492
	Approx. Monthly	5,974	6,273	6,586	6,916	7,261	7,624
	Approx. Bi-Weekly	2,757	2,895	3,040	3,192	3,351	3,519
	Hourly	34.465	36.188	37.997	39.897	41.892	43.987
600	Senior Administrative Analyst						
	Approx. Annual	72,681	76,315	80,130	84,137	88,344	92,761
	Approx. Monthly	6,057	6,360	6,678	7,011	7,362	7,730
	Approx. Bi-Weekly	2,795	2,935	3,082	3,236	3,398	3,568
	Hourly	34.943	36.690	38.524	40.450	42.473	44.597

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
620	Project Manager I						
	Approx. Annual	76,307	80,123	84,129	88,335	92,752	97,390
	Approx. Monthly	6,359	6,677	7,011	7,361	7,729	8,116
	Approx. Bi-Weekly	2,935	3,082	3,236	3,398	3,567	3,746
	Hourly	36.686	38.521	40.447	42.469	44.592	46.822
621	Library Division Manager Library Division Manager - Adult Services Library Division Manager - Children's Services				Library Division Manager - Technical Services Parks Project Manager		
	Annual	76,844	80,687	84,721	88,957	93,405	98,075
	Approx. Monthly	6,404	6,724	7,060	7,413	7,784	8,173
	Approx. Bi-Weekly	2,956	3,103	3,259	3,421	3,592	3,772
	Hourly	36.944	38.792	40.731	42.768	44.906	47.152
630	Approx. Annual	79,154	83,111	87,267	91,630	96,212	101,022
	Approx. Monthly	6,596	6,926	7,272	7,636	8,018	8,419
	Approx. Bi-Weekly	3,044	3,197	3,356	3,524	3,700	3,885
	Hourly	38.055	39.957	41.955	44.053	46.256	48.568
632	Accounting Supervisor				Senior Planner		
	Approx. Annual	81,713	85,799	90,089	94,593	99,323	104,289
	Approx. Monthly	6,809	7,150	7,507	7,883	8,277	8,691
	Approx. Bi-Weekly	3,143	3,300	3,465	3,638	3,820	4,011
	Hourly	39.285	41.249	43.312	45.477	47.751	50.139
635	Building and Facilities Superintendent Equipment Superintendent Code Enforcement Manager Housing Manager Landscape Superintendent Police Technical Services Manager				Project Manager II Public Works Administrative Manager Purchasing Manager Sewer Superintendent Street Superintendent		
	Approx. Annual	83,937	88,134	92,541	97,168	102,026	107,128
	Approx. Monthly	6,995	7,345	7,712	8,097	8,502	8,927
	Approx. Bi-Weekly	3,228	3,390	3,559	3,737	3,924	4,120
	Hourly	40.355	42.372	44.491	46.715	49.051	51.504
640	Parks and Recreation Manager						
	Approx. Annual	88,136	92,543	97,170	102,028	107,130	112,486
	Approx. Monthly	7,345	7,712	8,097	8,502	8,927	9,374
	Approx. Bi-Weekly	3,390	3,559	3,737	3,924	4,120	4,326
	Hourly	42.373	44.492	46.716	49.052	51.505	54.080

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
645	Information Systems Project/ Programmer Manager						
	Housing and Homeless Resources Manager Plan Check Engineer						
	Approx. Annual	92,036	96,637	101,469	106,543	111,870	117,463
	Approx. Monthly	7,670	8,053	8,456	8,879	9,322	9,789
650	Manager - Building and Facilities and Sewer Divisions						
	Manager - Landscape and Street Divisions						
	Approx. Annual	93,739	98,426	103,347	108,514	113,940	119,637
	Approx. Monthly	7,812	8,202	8,612	9,043	9,495	9,970
652	Approx. Bi-Weekly	3,605	3,786	3,975	4,174	4,382	4,601
	Hourly	44.248	46.460	48.783	51.222	53.784	56.473
	Approx. Annual	96,509	101,335	106,402	111,722	117,308	123,173
	Approx. Monthly	8,042	8,445	8,867	9,310	9,776	10,264
	Approx. Bi-Weekly	3,712	3,897	4,092	4,297	4,512	4,737
655	Hourly	46.399	48.719	51.155	53.712	56.398	59.218
	Airport Manager						
	Approx. Annual	99,239	104,201	109,411	114,881	120,625	126,657
	Approx. Monthly	8,270	8,683	9,118	9,573	10,052	10,555
	Approx. Bi-Weekly	3,817	4,008	4,208	4,419	4,639	4,871
656	Hourly	47.711	50.096	52.601	55.231	57.993	60.893
	Building Official/Plan Check Engineer Senior Civil Engineer						
	Water Superintendent						
	Approx. Annual	100,983	106,032	111,334	116,901	122,746	128,883
	Approx. Monthly	8,415	8,836	9,278	9,742	10,229	10,740
658	Approx. Bi-Weekly	3,884	4,078	4,282	4,496	4,721	4,957
	Hourly	48.550	50.977	53.526	56.202	59.012	61.963
	Information Technology Manager						
	Revenue Manager						
	Approx. Annual	102,085	107,189	112,549	118,176	124,085	130,289
660	Approx. Monthly	8,507	8,932	9,379	9,848	10,340	10,857
	Approx. Bi-Weekly	3,926	4,123	4,329	4,545	4,773	5,011
	Hourly	49.079	51.533	54.110	56.816	59.656	62.639
	Approx. Annual	103,520	108,696	114,131	119,837	125,829	132,120
	Approx. Monthly	8,627	9,058	9,511	9,986	10,486	11,010
660	Approx. Bi-Weekly	3,982	4,181	4,390	4,609	4,840	5,082
	Hourly	49.769	52.258	54.870	57.614	60.495	63.519

RANGE NO.	CLASS TITLE	STEPS					
		1	2	3	4	5	6
662	Approx. Annual	105,342	110,609	116,140	121,947	128,044	134,446
	Approx. Monthly	8,779	9,217	9,678	10,162	10,670	11,204
	Approx. Bi-Weekly	4,052	4,254	4,467	4,690	4,925	5,171
	Hourly	50.645	53.178	55.837	58.628	61.560	64.638
665	Economic Development Manager/ Principal Planner						
				Water Systems Manager			
	Approx. Annual	106,674	112,007	117,608	123,488	129,663	136,146
	Approx. Monthly	8,889	9,334	9,801	10,291	10,805	11,345
	Approx. Bi-Weekly	4,103	4,308	4,523	4,750	4,987	5,236
Hourly	51.285	53.850	56.542	59.369	62.338	65.455	
667	Annual	108,207	113,617	119,298	125,263	131,526	138,103
	Approx. Monthly	9,017	9,468	9,942	10,439	10,961	11,509
	Approx. Bi-Weekly	4,162	4,370	4,588	4,818	5,059	5,312
	Hourly	52.023	54.624	57.355	60.223	63.234	66.396
670	Principal Civil Engineer						
	Approx. Annual	109,734	115,220	120,981	127,030	133,382	140,051
	Approx. Monthly	9,144	9,602	10,082	10,586	11,115	11,671
	Approx. Bi-Weekly	4,221	4,432	4,653	4,886	5,130	5,387
	Hourly	52.756	55.394	58.164	61.072	64.126	67.332
673	Approx. Annual	112,977	118,626	124,557	130,785	137,324	144,190
	Approx. Monthly	9,415	9,885	10,380	10,899	11,444	12,016
	Approx. Bi-Weekly	4,345	4,563	4,791	5,030	5,282	5,546
	Hourly	54.316	57.032	59.883	62.877	66.021	69.322
674	Building and Safety Manager Planning Manager						
				Water Engineering and Systems Manager			
	Annual	115,812	121,602	127,683	134,067	140,770	147,809
	Approx. Monthly	9,651	10,134	10,640	11,172	11,731	12,317
	Approx. Bi-Weekly	4,454	4,677	4,911	5,156	5,414	5,685
Hourly	55.679	58.463	61.386	64.455	67.678	71.062	
675	Principal Civil Engineer - Water						
				Water System Manager/Assistant City Engineer			
	Annual	118,633	124,565	130,793	137,332	144,199	151,409
	Approx. Monthly	9,886	10,380	10,899	11,444	12,017	12,617
	Approx. Bi-Weekly	4,563	4,791	5,030	5,282	5,546	5,823
Hourly	57.035	59.887	62.881	66.025	69.326	72.793	