We May Disagree, but We Will Be Respectful of One Another
All Comments Will Be Directed to the Issue at Hand, and Addressed to the City Council
Personal Attacks are Unacceptable

I. CALL TO ORDER / FLAG SALUTE / ROLL CALL

II. ORAL COMMENTS FROM THE PUBLIC
Members of the Public may be heard on any item on the Special Meeting Agenda. Speakers addressing the Council will be limited to 3 minutes per speaker. Be advised, by law the City Council cannot deliberate or take action on issues presented during Oral Comments that are not shown on the Agenda.

III. ADJOURN TO CLOSED SESSION
1. CONFERENCE WITH LABOR NEGOTIATORS, City Negotiator: Randy Mendosa, Employee Organizations: Fortuna Police Employees Association, Fortuna Employees Association, and the Unrepresented/Management group in accordance with Section 54957.6 of the Government Code.

IV. BUSINESS ITEMS
A. Approval of the July 1, 2017 to June 30, 2019 Memorandum of Understanding (MOU) Concerning Working Conditions, Wages and Benefits with the Fortuna Employee Association (FEA)
B. Approval of the July 1, 2017 to June 30, 2019 Memorandum of Understanding (MOU) Concerning Working Conditions, Wages and Benefits with the Fortuna Police Employee Association (FPEA)
C. Establish and Authorize Supplemental Compensation and Benefits for Management and Confidential Employees; Resolution 2017-33
D. Approval of Full-Time and Part-Time Salary Classifications and Schedules for Fiscal Year 2017/2018; Resolution 2017-34 and Resolution 2017-35

V. REPORT OUT AND ADJOURN
Pursuant to Government Code Section 54957.5, any non-confidential documents or writings that the City distributes, less than 72 hours before a regular meeting, to all or a majority of the legislative body's members must be made available to members of the public at the same time as the distribution. Documents and information related to the agenda topics are available for review at City Hall, 621 11th Street, between the hours of 8:00 AM to 5:00 PM. Members of the public are invited to come to the meeting and comment. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 725-7600. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Siana L. Emmons
City Clerk
DATE: September 25, 2017

TO: Honorable Mayor and Council Members

FROM: Randy Mendosa, City Labor Negotiator

THRU: Mark Wheetley, City Manager

SUBJECT: Approval of the July 1, 2017 to June 30, 2019 Memorandum of Understanding (MOU) Concerning Working Conditions, Wages and Benefits with the Fortuna Employee Association (FEA)

STAFF RECOMMENDATION:

Staff is recommending the Council consider approving the MOU with the FEA for the term, July 1, 2017 to June 30, 2019.

EXECUTIVE SUMMARY:

Staff would like to present the completed MOU between the City and the FEA, for City Council approval.

The attached MOU incorporates the changes agreed upon between the City and the FEA during the recent negotiations.

FISCAL IMPACT

All fiscal impacts associated with the terms of the MOU have been reviewed by Council during the negotiations process. After conferring with the Finance Director, the adopted budget requires no further appropriations to accommodate the terms of this MOU.

RECOMMENDED ACTION:

1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment
4. Motion to approve Memorandum of Understanding between the City and FEA for the term July 1, 2017 through June 30, 2019. Roll Call vote.

ATTACHMENTS:

Attachment A:
- 7/1/2017 – 6/30/2019 Memorandum of Understanding (including Matrices) with the FEA

Attachment B:
- FEA Executed Tentative Agreement, dated 09/18/2017
Memorandum of Understanding
Between The City of Fortuna
and the
FORTUNA EMPLOYEES ASSOCIATION (FEA)

July 1, 2017 through June 30, 2019

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SECTION II: RECOGNITION

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SECTION III: SOLE AGREEMENT

2. SOLE AGREEMENT

SECTION IV: CITY RIGHTS

3. CITY RIGHTS

SECTION V: ASSOCIATION RIGHTS

4. BULLETIN BOARDS
5. DUES DEDUCTION

SECTION VI: CONTRACT GRIEVANCE PROCEDURE

6. GRIEVANCE PROCEDURE

SECTION VII: SALARIES

7. SALARY ADJUSTMENTS
8. BI-WEEKLY PAYROLL
9. LONGEVITY PAY
10. SHIFT DIFFERENTIAL

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Section I: PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF FORTUNA, hereinafter referred to as the CITY, and FORTUNA EMPLOYEE ASSOCIATION, hereinafter referred to as the ASSOCIATION, has as its purpose the promotion of harmonious labor relations between the CITY and the ASSOCIATION, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

Section II: RECOGNITION

1. Recognition

The City hereby recognizes the ASSOCIATION as the exclusive bargaining representative for those employees in the Fortuna Employees representation unit consisting of the classes below, and agrees to meet and confer and otherwise deal exclusively with the Association on all matters related to the scope of representation pertaining to said employees as authorized by law.

The City recognizes as represented by the association, the following classes of employees:

1. Account Clerk II/III
2. Building Inspector
3. Bus Driver II
4. City Carpenter II/III
5. Conference Center Coordinator
6. Engineering Technician II
7. Facility Custodian
8. Lab Director
9. Park Maintenance Worker II/III
10. Park Maintenance Worker Lead
11. Plant Mechanic II
12. Public Works Administrative Assistant
13. Recreation Supervisor
14. Street Maintenance Worker II/III
15. Street Maintenance Worker Lead
16. Treatment Plant Operator OIT/I/II/ III
17. Treatment Plant Shift Supervisor
18. Utility Worker II/III
19. Utility Worker Lead
20. Vehicle and Equipment Mechanic II
21. Senior Administrative Assistant

**Section III: SOLE AGREEMENT**

2. **Sole Agreement**

   A. This Agreement signed by the parties hereto, and approved by the City Council, supersedes all other Agreements between the parties on the items contained herein.

   B. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained within this Agreement. However, if during this term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the City Manager for the City and the Association, and when approved by the City Council. Any such changes validly made shall become a part of this Agreement and subject to its terms.

   C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

**Section IV: CITY RIGHTS**

3. **City Rights**

It is agreed that during the term hereof, the City shall not be required to meet and confer on matters, which are solely a function of management.

Except as otherwise specifically provided in this Agreement, the City has and retains the sole and exclusive rights and functions of management including, but not limited to, the following:

   A. To determine the nature and extent of service to be performed, as well as the right to determine and implement its public function and responsibility.
B. To manage all facilities and operations of the City, including the methods, means, and personnel by which the City operations are to be conducted.

C. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments.

D. The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City to establish, modify, or change work schedules or standards.

E. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.

F. To determine the location of all facilities.

G. To determine the layout and the machinery, equipment, or materials to be used.

H. To determine processes, techniques, methods, and means of all operations, including changes or adjustments of any machinery or equipment.

I. To determine the size and composition of the working force.

J. To determine policy and procedures affecting the selection or training of employees.

K. To establish, assess, and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures of said assessment.

L. To control and determine the use and location of City's property, material, machinery, or equipment.

M. To schedule the operation of and to determine the number and duration of shifts.

N. To determine safety, health, and property protection measures.

O. To transfer work from one job to another or from one unit to another.

P. To introduce new, improved, or different methods of operations or to change existing methods.

Q. To layoff employees from duty for reasons of economy or because the need for a position no longer exists.

R. To reprimand, suspend, discharge, or otherwise discipline employees.
S. To establish, modify, determine, or eliminate job classifications.

T. To disseminate, modify, and enforce work and safety rules and regulations that do not contradict a specific provision of this Agreement.

U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

V. To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

Section V: ASSOCIATION RIGHTS

4. Bulletin Boards

Authorized representatives of the Association shall be allowed to post Association notices on bulletin boards maintained on City premises, for a period of up to two (2) weeks. The Association shall not post notices that contain profane, obscene, or offensive content, as determined by the City.

5. Dues Deduction

Upon formal acknowledgement by the City of a Recognized Employee Organization as defined in Resolution 2007-04, A Resolution of the City Council of the City of Fortuna Establishing Policies Governing Employer-Employee Relations, such Recognized Employee Organization may be provided payroll deductions of membership dues as approved by the City Council. The Association hereby agrees to indemnify, defend and hold harmless the City for any loss or damages, claims or causes of action arising from Association dues deductions pursuant to this agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

Section VI: CONTRACT GRIEVANCE PROCEDURE

6. Grievance Procedure

A. A grievance shall be considered as any matter for which appeal is not provided, or is prohibited, in the City of Fortuna Personnel Rules and Regulations, the Fortuna Municipal Code, or in this MOU concerning:

1. A claimed violation or non-compliance with the provisions of this MOU.

2. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.

3. A dispute about the practical consequences of a City decision on hours and other terms and conditions of employment.
B. The following matters are specifically excluded from the grievance procedure:

1. All disciplinary actions (Refer to Rule XV Disciplinary Rules and Processes)
2. The content of performance evaluations
3. Layoff
4. Transfer
5. Denial of reinstatement
6. Denial of a pay increase. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation
7. Challenges to a reclassification, examination or appointment to position
8. Management of the City generally, or issues of City or department policy
9. Determination of the nature, necessity or organization of any service or activity conducted by the City, including the decisions to expand or reduce services or the workforce, and/or to impose layoffs
10. Methods of financing
11. Determination of and/or change in facilities, equipment, methods, technology, means or size of the work force
12. Determination of or change in the location, number of locations, relocations and types of operations, processes or materials to be used in carrying out City functions
13. Determination of work assignments and schedules
14. Determination of productivity or performance programs and standards
15. Determination of standards, policies, and procedures for selection, training, and promotion of employees and
16. Establishment, implementation, and modification of department organizations, supervisory assignments, chains of command, and reporting responsibilities.

C. The following are the steps to be taken by any employee who has a grievance. It should be noted that any employee who has a problem or a complaint should try to resolve the problem at the lowest level of management. This should begin through discussion with the employee's immediate supervisor.

Step 1
(a) The employee shall explain the situation to the immediate supervisor who shall either alone or together with his or her supervisors reach a decision and communicate it to the employee in writing within ten (10) working days after receipt of the grievance. Such discussion shall be initiated within ten (10) working days of the incident complained of, or within ten (10) working days from the date the employee should have reasonably become aware of the incident, or the grievance is deemed to have been waived.

Step 2

(a) If the grievance is not settled at the first step, or if the grievance directly concerns the employee’s immediate supervisor, the employee may submit to the department head the grievance in writing within ten (10) working days of the written response, or if no written response is provided, within ten (10) working days after the date on which the written response would otherwise be required.

(b) The department head shall notify the employee in writing of his or her decision within ten (10) working days after receipt of the notice or grievance.

Step 3

(a) If the grievance is not settled at the second step, the employee may within ten (10) working days of the written response submit the grievance in writing to the City Manager, or if no written response is provided, within ten (10) working days after the date on which the written response would otherwise be required.

(b) The City Manager shall notify the employee, the Department Head, and the employee's immediate supervisor in writing of his/her decision within ten (10) working days after receipt of notice of grievance. The City Manager’s decision is final and binding.

D. Failure of the employee to follow the procedure or time frames provided in the Grievance Procedure shall constitute grounds for dismissing the grievance.

Section VII: SALARIES

7. Salary Adjustments

During the term of this two-year agreement, for all Association employees the City offers a .50 COLA increase for the first year of the agreement (Fiscal Year 2017/18) and a $1.00 COLA increase for the second year of the agreement (Fiscal Year 2018/19). Under these terms, the City agrees to make the increase for each year retroactive to July 1, 2017.

8. Bi-Weekly Payroll

City employees shall be paid on a bi-weekly basis on Fridays.
9. **Longevity Pay**

Upon completion of 10 years of continuous employment with the City of Fortuna, eligible employees shall receive an additional five percent (5%) of base salary as longevity pay.

Longevity pay will not be paid retroactively for work performed prior to July 1, 2013 for employees who have worked more than ten years, but will be effective and paid as of July 1, 2013.

10. **Shift Differential**

A. Any employee whose shift is changed and as a result the entire shift falls between the hours of 4:30 p.m. and 8:00 a.m. shall receive one dollar ($1.00) per hour in addition to his or her salary.

B. This section shall not apply to employees whose normal shift may fall within these hours.

C. If an employee is required to work overtime during all or part of those hours between 4:30 p.m. and 8:00 a.m., he or she shall not receive shift differential but shall be compensated in a normal overtime manner.

**Section VIII: INSURANCE**

11. **Health & Welfare**

The City agrees to provide medical, dental, vision and life insurance for employees in the Fortuna Employees representation unit.

A. For the term July 1, 2017 – June 30, 2019, for all employees in the Fortuna Employees representation unit, the employee contribution towards medical, dental, vision, life insurance, and employee assistance program shall be as follows:

<table>
<thead>
<tr>
<th>Monthly Costs</th>
<th>With $250 Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
</tr>
<tr>
<td>Medical- Anthem/Blue Cross</td>
<td>$723.00</td>
</tr>
<tr>
<td>Vision-VSP</td>
<td>$18.20</td>
</tr>
<tr>
<td>Dental-Delta Dental</td>
<td>$52.00</td>
</tr>
<tr>
<td>Life (10,000)</td>
<td>$1.65</td>
</tr>
<tr>
<td>Employee Assistance Program</td>
<td>$2.72</td>
</tr>
<tr>
<td><strong>Total insurance costs</strong></td>
<td><strong>$797.57</strong></td>
</tr>
<tr>
<td>Amount paid by City</td>
<td>$720.81</td>
</tr>
<tr>
<td><strong>Amount paid by Employees (Monthly)</strong></td>
<td><strong>$76.76</strong></td>
</tr>
</tbody>
</table>

B. Any increase or decrease (without going below the minimum monthly contribution of $50/$75/$100) in premiums will be split between the City at 80% and the employee at 20%.
C. The City will provide a vision plan and a dental plan through the Redwood Empire Municipal Insurance Fund (REMIF) for all represented employees. Vision and dental coverage are optional; however, if an employee declines the coverage the amount paid by the employee will stay the same.

D. Life insurance is provided for full-time City employees under REMIF. The City contributes the premium for ten thousand dollars ($10,000) term life insurance per employee.

E. Cal Ore Life Flight benefits will be provided for all full time benefitted employees and their household through the REMIF plan; employees that opt-out will not be eligible, but will have the option to purchase Cal Ore Life Flight benefits at the City rates.

F. The City offers an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full time employees.

G. The City will provide access to Aflac supplemental insurance options to all City employees. Premiums for supplemental insurance are to be paid by the employee and may be set up on a “pre-tax” payment schedule.

12. Opting Out of Medical Coverage

A. Under the following circumstances, a full-time employee may decline medical coverage, and receive 75% of the employee only (single person) medical insurance premium:

1. The medical insurance plan must allow an employee to decline coverage, and the employee can meet any and all requirements for opting out of coverage.

2. The employee must provide written proof of other coverage.

3. All local, federal and state laws must be observed, as well as conditions of any contract into which the City has entered, or will enter; particularly the Section 125 plan the City has in place.

B. This MOU provides for employees to opt out of the medical insurance coverage and receive $542.26 per month (75% of the employee-only medical premium of $723.00). In order to exercise this option, an employee must provide evidence of other insurance coverage provided by a member of his/her immediate family. If an employee does opt out, he/she will not be eligible to come back into the City plan until the next open enrollment period, or in the case of a qualifying event as stated in the medical insurance contract.

C. If an employee chooses to “opt out” of the medical coverage, the employee will still have the option to be covered for Vision and Dental only. The cost to the employee would be the minimum monthly contribution rate of: $50 single/$75 Employee +1/$100 Employee +2, respectively for both, as a package. The employee share for the Vision/Dental package
will be deducted from the employee’s bi-weekly paycheck twice a month split in equal amounts if the employee chooses this option.

13. State Disability Program

All employees covered by this MOU are required to enroll for State Disability Insurance (S.D.I.) benefits. S.D.I. benefits shall be integrated with sick leave benefits. S.D.I. premiums are to be paid by the employee.

SDI benefit as determined by the State will be applied first. Long Term Disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved personal leave will then be applied in a proportionate amount which, when added to SDI, will provide compensation equal to the employee’s regular wage or salary. Under no circumstances will an employee be permitted to aggregate SDI, or other benefits in an amount exceeding the employee’s regular wage or salary.

Section IX: HOLIDAY BENEFITS AND PAID LEAVES

14. Vacation

The vacation schedule for all employees represented by the Association shall be as follows:

<table>
<thead>
<tr>
<th>Full Years of Service Completed by Employee</th>
<th>Number of Working Days of Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 6 years</td>
<td>80 Hours annually</td>
</tr>
<tr>
<td>7 through 11 years</td>
<td>120 Hour annually</td>
</tr>
<tr>
<td>12 years and Over</td>
<td>160 Hours annually</td>
</tr>
</tbody>
</table>

Vacation leave may be taken as it accrues, after one year of employment. Each employee in the Fortuna Employees representation unit shall be granted at least ten (10) days vacation per calendar year provided the employee has vacation time accrued.

An employee who becomes ill during his or her scheduled vacation may elect to use sick leave in lieu of vacation time, provided their supervisor is notified at the beginning of the illness and at the end of the illness or injury and, provided further, the employee, upon return from vacation, furnishes the Human Resources Manager with a certificate from a medical doctor stating the nature and extent of the employee's illness or injury during his or her vacation.

15. Accrued Vacation/Sick Leave Records

The City will provide each employee on a bi-weekly basis a record of accrued vacation and sick leave which the employee has earned. Vacation may be accumulated up to an amount equal to an employee's allowable vacation credits for two (2) years. Once an employee has reached the maximum accumulation limit for vacation leave, the employee will cease accruing additional vacation benefits until the employee has used a portion of his or her accrued vacation and reduces his or her balance below the maximum accumulation limit. Thereafter, vacation benefits
will again begin to accrue, on a prospective basis only, until the employee again reaches the maximum accumulation limit.

16. Annual Vacation Buyback Program

On an annual basis the City agrees to allow those employees covered by this MOU to sell up to one hundred (100) hours of vacation. The minimum leave time which may be subject to the buy back is eight (8) hours. Vacation time may be sold back two times each fiscal year to a maximum of 100 hours. In order to participate in this program, the employee must return a form approved by management that is dated and signed. Payment will be made at the regular pay rate as of the date the form is submitted to the Finance Department. Vacation time cashed out pursuant to this provision shall be subtracted from the employee’s accumulated vacation time balance when paid. Upon separation, all unused accrued vacation leave shall be paid in cash to the employee at his or her regular rate of pay.

17. Holidays

A. The City agrees to pay all full-time regular employees in the Fortuna Employees representation unit for twelve (12) holidays per year. Recognized holidays are: New Year's Day, the day observed as President’s Day, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and any other day proclaimed by the Fortuna City Council as a public holiday, day of mourning or day of thanksgiving. Employees shall receive eight (8) hours of pay for a holiday.

B. The City agrees to allow four (4) floating holidays for those employees covered by this MOU in exchange for Admission Day, Columbus Day, Martin Luther King Day, and Veterans Day Holidays. Floating holidays will be accrued at the time the actual holidays occur. Floating holidays may be accrued up to a maximum of 10 days. The timing of taking the floating holidays shall be subject to management's approval.

C. An employee required to work on a holiday (except Admission Day, Columbus Day, Martin Luther King Day, or Veteran’s Day) will be compensated one and one half times the regular rate of pay for all such time worked and may be given an equivalent amount of time off in the same pay period or bank the time as CTO not to exceed the maximum eighty (160) hours.

18. Sick Leave

Sick leave is a benefit, and should be used only when necessary. The accrual rate for sick leave is 8 hours for each calendar month of service.

A. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability.
Sick leave may be used, with prior department head approval, for dental, eye, and doctor appointments.

B. Employees who have accumulated four hundred eighty (480) or more hours of sick leave may on an annual basis convert any sick leave accumulated over four hundred eighty (480) hours to a cash payment at twenty-five percent (25%) of the value of said sick leave time over four hundred eighty (480) hours.

C. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor prior to, or within thirty (30) minutes after the time set for beginning his or her daily duties, or as may be otherwise specified by the employee's department head. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may result in disciplinary action.

19. Family Sick/Bereavement leave

A. An employee may be granted up to forty eight (48) hours per fiscal year for family sick leave with pay, per California Labor Code Section 233, utilizing an employee’s accumulated sick leave for family illness purposes. Family sick leave is applicable when the employee's presence is necessary to provide or arrange proper care for the employee’s ill child or an ill member of the employee's immediate family or immediate household. For family sick leave purposes, immediate family member shall include spouse, domestic partner, parents, children and other close relatives, with the approval of the Department Head. Misuse of family sick leave privileges is grounds for disciplinary action.

Family sick must be taken in not less than quarter hour increments.

B. An employee in the Fortuna Employees representation unit may be granted up to forty (40) hours bereavement leave with pay. Bereavement leave is applicable when death occurs in the employee's immediate family. Such family shall include spouse, domestic partner, parents, children, stepchildren, children of a domestic partner, grandparent, grandchild, brother, sister, mother/father-in-law, parent of a domestic partner, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or other person as approved by the Personnel Officer. Misuse of bereavement leave privileges is grounds for disciplinary action. Bereavement leave shall be approved by the City Manager.

C. For purposes of this section, domestic partner means an individual as defined in Family Code section 297 et seq.

20. Jury Duty

A. Any employee who is required to report for jury duty shall receive full pay for such absence from duty provided the employee endorses to the City any checks or warrants received in payment for jury duty exclusive of mileage for personal vehicles or other out-of-pocket expenses incurred due to jury duty and provides verification of jury duty service.
B. An employee summoned to serve on a jury must notify his or her supervisor or department head as soon as possible after receiving notice of both possible and actual jury service.

C. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

Section X: HOURS OF WORK AND OVERTIME

21. Work Period

For purposes of the Fair Labor Standards Act (FLSA) the City and the association agree for the term of this MOU, all employees represented by the Fortuna Employees Association, the normal work period shall consist of forty (40) hours worked within seven (7) consecutive days beginning at 12:00 a.m. Sunday and ending 11:59 p.m. on the second successive Saturday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible schedule.

Schedule of hours of employment shall be established by the department head with the approval of the City Manager. The department head, with the approval of the City Manager, may change the work week for any group of employees. The employee's regular work period shall consist of no more than forty (40) working hours during a seven (7) day period.

For a shift that begins on one day and ends on the following day, the “work day” shall be the day the shift began.

A. All employees shall be assigned to work shifts with regular starting and ending times. Assigned work shifts are subject to change.

Upon request of the employee, the City Manager or his/her designee shall consider the feasibility of flexible work schedules. The City retains the sole right to determine whether to approve and continue flexible work schedules.

22. Overtime Definition

Except for standby provisions as described below, overtime is defined as hours worked in excess of forty (40) hour per week. Employees will not work overtime without prior authorization from their supervisor or department head, except in case of emergency.

23. FLSA 7(b) Work Period Overtime Exemption

Regarding work periods for WWTP operations employees:
Fortuna Employees Association petitioned and received certification under Section 7(b) of the Fair Labor Standards Act of 1938 to modify the standard work day and work week to provide for the following:

The Fortuna Employees Association, representing WWTP Operations Employees, modified work day and work week includes another option from the existing standard work day of 8 hours and a standard hour work week of 40 hours to also include, with the concurrence of the City the following option:

- 10 consecutive 8 hour days with 4 consecutive days off, described herein as the ‘10-8’ shift.

For purposes of the FLSA the 52 week 7(b) work period for WWTP Operations Employees shall be fourteen (14) days and shall consist of no more than eighty (80) hours within said work period at non-overtime rate of pay.

Under this agreement, overtime is defined as time worked in excess of the scheduled work day or time worked on a scheduled day off. In all events, time worked in excess of the hours specified above for a work period under the FLSA shall be overtime.

24. Rate Of Overtime

Unless otherwise specified overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. The employee shall have the choice of taking overtime in cash or compensatory time off.

For all positions represented by the Association, for the purpose of overtime calculations, the base rate will include incentive pay, longevity pay, special assignment pay as applicable.

25. Rest Periods

A. Each employee covered by this Agreement will be afforded rest periods.

B. The length of the rest periods will be fifteen (15) minutes during the first half of an employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift, unless the City and the Association agree otherwise in writing.

B. Travel time spent during a rest period to reach a destination shall be counted toward the allotted time for that rest period.

26. Accumulation Of Compensatory Time Off (CTO)

A. Employees represented by the Association acknowledge that it is in the best interest of the City to avoid overtime, and agree to work with their supervisors and department heads to rearrange their work week whenever possible to avoid the occurrence of overtime. In the event that overtime must be incurred, employees represented by the association will have two options: 1) be paid at one and one-half (1.5) times the
employee's regular rate of pay, or 2) accumulate at one and one-half (1.5) times the employee's regular rate of pay up to a maximum of eighty (160) hours as compensatory time to be taken off at a later time as requested by the employee, and approved by the Supervisor.

B. Once an employee has banked a maximum of 160 hours of compensatory time, any additional overtime will be paid to the employee.

C. Banked CTO time may be sold back two (2) times each Fiscal year up to a maximum of 80 hours on the next regular pay day, provided the request is made at least one(1) week prior to such payday.

D. An employee who has accrued compensatory time off shall be permitted by his/her supervisor to use such compensatory time within a reasonable period of time after making the request if the use of compensatory time does not unduly disrupt the operations of the City. Compensatory time off must be used in increments of not less than one-quarter hour.

Section XI: OTHER PAY / INCENTIVES

27. Standby Assignments

A. An employee who is required to remain on standby shall receive an additional twenty-nine dollars ($29) per day as standby allowance. A day is similar to a shift day in that it begins at 8:00 a.m. and runs to 7:59 a.m. the following morning. Because the “shift day” begins on one day and ends on the following day, it is understood the standby day shall be the day when the shift began. Employees who are called out while on standby shall receive two (2) hours minimum at time and one-half. Any employee who is called out on New Year’s Day, Christmas Day, Thanksgiving Day, or 4th of July, and works a minimum of eight (8) hours shall receive time-and-a-half plus get (8) hours holiday to put in a bank to cash out; or may take the holiday on a different day within the same pay period.

B. An employee required to be on standby must be ready to report to work, fit for duty, within 30 minutes of notification. If not fit for duty, or if not reporting within 30 minutes, the employee's standby allowance shall be forfeited and disciplinary action may be initiated.

C. Consistent with the current city vehicle policy, employees assigned to stand – by (or on-call) are permitted to take a city vehicle home for the purpose of assisting in a more rapid response to any call-back duties.

D. Utility Worker and Operator classes shall be subject to Standby Duty Assignment. Standby Duty will be assigned by the supervisor in charge of the Utility Division. Employees assigned cannot exchange this duty without the knowledge and permission of the supervisor in charge. The City will provide the employee assigned Standby Duty a pager unit or other form of portable communication for notification of an emergency.

28. Call Back
When an employee represented by the Association is called out or called back to work at any
time other than his/her regularly scheduled work time, the employee shall be compensated for a
minimum of two (2) hours pay at the rate of one and one-half (1.5) times the employee's regular
rate of pay, except that there shall be no minimum compensation guarantee in the event that such
time is scheduled contiguous to the employee's regular duty shift. If the employee should
complete the work required, leave the work location, and subsequently be recalled during the
two hours being compensated for as a result of the initial call out, or call back, no additional
compensation will be paid until two hours have been worked by the employee.

29. Out of Classification Differential Pay

Upon specific written assignment by the City Manager or his/her designee, an employee may be
required, subject to employee agreement, to perform the duties in a job classification for which
the rate of pay is greater than the employee's regular rate of pay. An employee so assigned for
more than five (5) consecutive days shall receive an additional five percent (5%) of his or her
base salary for all hours worked in such assignment. An employee so assigned shall not suffer
any loss of benefits due to such assignment. Time worked in a higher rank shall not be credited
toward the completion of probationary requirements in the higher rank.

30. Incentive Program

Certain members of the Association are eligible for incentives. For incentives achieved prior
to July 1, 2011 incentives shall be paid as shown in the following table:

<table>
<thead>
<tr>
<th>Position</th>
<th>Incentive*</th>
<th>For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Worker II, III</td>
<td>2.5% for each, no max</td>
<td>Grade II Water; Backflow Testing; Water Distribution II; Water Distribution III</td>
</tr>
<tr>
<td>Lab Tech</td>
<td>3%</td>
<td>OIT</td>
</tr>
<tr>
<td>Operator II, III</td>
<td>5%</td>
<td>Operator I</td>
</tr>
<tr>
<td>Operator II, III</td>
<td>5%</td>
<td>Operator II</td>
</tr>
<tr>
<td>Operators, Street Maintenance Workers, Utility Workers, Park Maintenance Workers, Vehicle/Equipment Mechanic, Plant Mechanic</td>
<td>2.5%, or 3.5%</td>
<td>AWWA or CWEA Grade I Laboratory Certificate</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>2% for each, up to max of four</td>
<td>ICC Certificates: Combination, Plumbing, Electrical, Mechanical</td>
</tr>
</tbody>
</table>

*percentage applied to base pay

For incentives achieved on, of after, July 1, 2011, incentives shall be paid as shown in
Attachment A; “Public Works Qualification and Incentive Matrices”

City and Association agree to meet and discuss integration of incentives into job descriptions.

31. Protective Footwear/Business Apparel Allowance
Upon proof of purchase from a Fortuna merchant, the City will reimburse up to $200.00 per fiscal year (July 1 to June 30) for the purchase of work boots and/or business attire based on job classification. Eligible employees may combine two (2) years for a total of $400.00. All employees represented by the Association are eligible for the Protective Footwear/Business Apparel allowance. An authorization form is to be obtained from the Finance Department and signed by the Department Director prior to purchase.

31a. Tool Allowance for Vehicle Mechanics

The City will reimburse up to two (2) vehicle mechanics up to $1,000 per Fiscal Year to purchase personal hand tools needed to perform their duties for the City of Fortuna. Requests for reimbursement will require purchase receipts and written approval of the Department Head.

32. Residency Incentive

As an incentive for employees to live within the city limits of the City, all Fortuna Employees representation unit employees who reside within 20 miles of the City of Fortuna shall receive $50.00 per month as additional compensation.

33. Employee Use of Park & Recreation Programs

A. The following programs are offered to City Employees free of charge:
   - President's Week – 4 days
   - Spring Break – 5 days
   - Summer Fun – 10 weeks
   - Thanksgiving Week – 3 days
   - Winter Break – up to 10 days
   - Public Skating at Rohner Park

B. Children of employees of the City of Fortuna may attend the summer and holiday programs the Parks & Recreation Department offer free of charge while employees are working between the program hours of 7:30am – 5:30pm.

C. Children are able to attend these programs only if the City employee is working. The only exception will be for the Police Department employees who work the graveyard shift. Their child(ren) may attend the program during hours following their shift.

D. Employees shall not bring their children to the program if the employee has taken the day off.

E. The following programs are offered to City Employees at half price:
• Youth Basketball
• Basketball Camp

34. Education and Training Reimbursement

A. As an incentive to employee education and training, the City will reimburse employees one time for successful completion of certain coursework and exams related to their employment with the City. Reimbursements must be pre-approved by the Department Head and City Manager, and reimbursement will be given following the satisfactory completion of the course and/or exam. Books and reusable materials will become the property of the City and will be made available for use by other employees.

B. In order to assist employees who may not be financially able to bear the costs while waiting for reimbursement, the City Manager may approve an employee’s written request to prepay costs associated with approved education and training. These costs will be paid only one time per class, test, or related education and training, regardless of whether the employee passes or fails. If any employee does not pass, the cost for any subsequent attempts for the same class, test or related education and training will be paid by the employee.

Section XII: RETIREMENT SYSTEM

35. Retirement System

A. Miscellaneous employees (PERS Local Miscellaneous Members) Retirement Formulas:

a. If employed on or after January 1, 2013, AND a “New” PERS member (New member as defined by PERS), employee shall receive the 2%@62(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 6.25% employee contribution is paid by the employee. For the 2% @ 62 formulas the employee contribution will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.

b. If employed on or after January 1, 2013, AND a “Classic” PERS member (Classic member as defined by PERS), employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 7% employee contribution is paid by the employee.

c. If employed on or after June 24, 2012, and prior to January 1, 2013, employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 7% employee contribution is paid by the employee.
d. If employed prior to June 24, 2012, employee shall receive the 2.7%@55(Full) PERS retirement formula, with the final compensation defined as the single highest year. The 8% employee contribution is paid by the employee.

Section XIII: MISCELLANEOUS

36. Personnel Evaluations

A. For probationary employees, a performance evaluation is required, at a minimum, every six months.

B. Permanent employees, shall be evaluated annually from the anniversary date of original hiring or current position.

C. If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation which shall be kept in the employee’s personnel file with the contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.

D. A special employee performance evaluation may be done at any time to recognize exceptional, marginally acceptable, or unacceptable performance but would not be attached to a pay increase

37. Rain Gear

The City will provide one set of adequate rain gear for each employee required to work outdoors in the rain on a regular basis.

38. Personnel Rules

The City retains the right to amend and create personnel rules, provided they are not in conflict with specific provisions of this MOU. Where appropriate, City will meet and confer with applicable employee group or groups (Government Code Section 3300 and following), before amending or creating new personnel rules.

39. Fair Labor Standards Act

All positions included in this Memorandum of Understanding are covered by appropriate sections of the Fair Labor Standards Act of 1935, as amended.

40. Layoffs

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish a position.
in the classified service. Employees laid off or demoted under the provisions of this section shall be given at least two (2) weeks prior written notice.

In those cases wherein a classified employee is demoted in lieu of layoff, the employee who is placed in a lower job classification will be placed at the salary step representing the least loss in pay.

41. No Strike and Lockout

During the term of this agreement, the City agrees that it will not lock out employees; and the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

42. Waiver Clause

City and Association agree that, for the life of this agreement, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, notwithstanding any other provisions of law to the contrary.

43. Full Understanding and Modification

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. Any modification or amendment to this MOU must be agreed to in writing by both the Association and the City.

44. Term of Agreement

This Agreement shall be effective from July 1, 2017 and shall continue in effect through June 30, 2019.

45. Notification Procedure

The Association will notify the City by November 15, 2018 of its intent to open contract meet and confer sessions for the following fiscal year. Absent notification, the existing Agreement will remain in effect until June 30, 2019. The City may reopen contract meeting and conferring if necessary.

46. Savings Clause
If any section or subsection of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, all other sections or subsections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any section or subsection of this Agreement, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring over said section or subsection.

<table>
<thead>
<tr>
<th>City of Fortuna</th>
<th>Fortuna Employees Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Wheelley</td>
<td>Date</td>
</tr>
<tr>
<td>City Manager</td>
<td>Rick Kern, President</td>
</tr>
<tr>
<td>Siana L. Emmons</td>
<td>Date</td>
</tr>
<tr>
<td>City Clerk/Human Resources Manager</td>
<td>Vice President</td>
</tr>
</tbody>
</table>

FEA MOU 2017-2019
### CITY OF FORTUNA
#### PARK WORKER & CITY CARPENTER QUALIFICATION/INCENTIVE MATRIX

**NOTE: MUST BE MINIMUM OF 18 YEARS OF AGE IN ORDER TO DRIVE CITY VEHICLES.**

<table>
<thead>
<tr>
<th>2016-2017 budget # of positions</th>
<th>City Carpenter II</th>
<th>City Carpenter III</th>
<th>Park Maintenance Wrkr II</th>
<th>Park Maintenance Wrkr III</th>
<th>Lead Park Maintenance Wrkr</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Level of Supervision</strong></td>
<td>General direction of General Services Superintendent</td>
<td>General direction of General Services Superintendent</td>
<td>General direction of General Services Superintendent</td>
<td>General direction of General Services Superintendent</td>
<td>General direction of General Services Superintendent</td>
</tr>
<tr>
<td><strong>Skill Level</strong></td>
<td>Mid-level experienced</td>
<td>Top-level experienced</td>
<td>Entry-level</td>
<td>Mid-level experienced</td>
<td>Top-level experienced, front line supervisor</td>
</tr>
<tr>
<td><strong>Probationary Period</strong></td>
<td>12 months</td>
<td>12 months</td>
<td>12 months</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td><strong>Certifications/Job Requirements</strong></td>
<td>Valid CDL</td>
<td>Valid CDL</td>
<td>Valid CDL</td>
<td>Valid CDL</td>
<td>Valid CDL</td>
</tr>
</tbody>
</table>

**Covered by DOT?**
- No (Yes if Class B License is obtained)
- No (Yes if Class B License is obtained)
- No
- No
- No

**Drug Testing**
- NO (Yes. DOT – Pre-employment and random if Class B is obtained)
- NO (Yes. DOT – Pre-employment and random if Class B is obtained)
- Pre-employment
- Pre-employment
- Pre-employment

**Respond to call-outs/pager duty?**
- no
- no
- no
- no
- no

**Desired Level of Education/Experience**
- 2 years of experience in a wide variety of semiskilled building maintenance and repair work.
- 3 years of journey level experience in building trades work. Demonstrated supervisory skills.
- 2 years of experience in facility maintenance and grounds keeping including semiskilled work in the areas of basic carpentry, electrical, plumbing, concrete, irrigation and painting.
- 3 years of experience in facility maintenance and grounds keeping including skilled work in the areas of basic carpentry, electrical, plumbing, concrete, irrigation and painting. Demonstrated supervisory skills.
- 3 years of experience in facility maintenance and grounds keeping including skilled work in the areas of basic carpentry, electrical, plumbing, concrete, irrigation and painting. Demonstrated supervisory skills.

**City Paid Training**
- Class B License
- Class B License
- n/a
- n/a
- n/a

**Incentives per MOU**
- One (1) position within the Park Worker Class, to be determined by the General Services Superintendent, will receive a $1500 a year incentive for maintaining a Playground Inspection Certificate. REMIF paid training.
- Two (2) positions within the Park Worker Class, to be determined by the General Services Superintendent, will receive a $1500 a year incentive for maintaining a Pesticide Application Certificate. City paid training.

- $50/month residency incentive
- $700/yr for CDL Class B
- $50/month residency incentive
- $700/yr for CDL Class B
- $50/month residency incentive
- $700/yr for CDL Class B
- $50/month residency incentive
- $700/yr for CDL Class B
- $50/month residency incentive
- $700/yr for CDL Class B
- $50/month residency incentive
- $700/yr for CDL Class B
# CITY OF FORTUNA
## STREET WORKER QUALIFICATION/INCENTIVE MATRIX

**ATTACHEMENT “A”**

**NOTE:** MUST BE MINIMUM OF 18 YEARS OF AGE IN ORDER TO DRIVE CITY VEHICLES.

<table>
<thead>
<tr>
<th></th>
<th>Vehicle Mechanic II</th>
<th>II</th>
<th>III</th>
<th>Lead</th>
<th>General Services Superintendent (exempt)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2016-2017 budget # of positions</strong></td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Minimum Level of Supervision</td>
<td>General direction of General Services Superintendent</td>
<td>General supervision of Lead Streets Worker</td>
<td>General direction of Lead Streets Worker</td>
<td>General direction of General Services Superintendent</td>
<td>General direction by PW Director</td>
</tr>
<tr>
<td>Skill Level</td>
<td>Mid-level experienced</td>
<td>Entry-level</td>
<td>Mid-level experienced</td>
<td>Top-level experienced, front line supervisor</td>
<td>Top-level experienced, division manager</td>
</tr>
<tr>
<td>Probationary Period</td>
<td>12 months</td>
<td>12 months</td>
<td>12 months</td>
<td>12 months</td>
<td>n/a</td>
</tr>
<tr>
<td>Certifications/Job Requirements Note: Required at time of hire, unless otherwise noted</td>
<td>Valid CDL</td>
<td>Valid CDL</td>
<td>Class B CDL Demonstrated ability to operate heavy machinery including boom mower, street sweeper, backhoe</td>
<td>Class B CDL Demonstrated ability to operate heavy machinery including boom mower, street sweeper, backhoe</td>
<td>Class B CDL Demonstrated ability to operate heavy machinery including boom mower, street sweeper, backhoe</td>
</tr>
<tr>
<td>Covered by DOT?</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Drug Testing</td>
<td>Yes. DOT – Pre-employment and random</td>
<td>Yes. DOT – Pre-employment and random</td>
<td>Yes. DOT – Pre-employment and random</td>
<td>Yes. DOT – Pre-employment and random</td>
<td>Yes. DOT – Pre-employment and random</td>
</tr>
<tr>
<td>Respond to call-outs/pager duty? If yes - 30 minute response needed.</td>
<td>no</td>
<td>no</td>
<td>no</td>
<td>no</td>
<td>no</td>
</tr>
<tr>
<td>Desired Level of Education/Experience</td>
<td>Three (3) years of responsible work experience in fleet vehicle and equipment maintenance, with some supervisory experience.</td>
<td>Prior work in related field preferred</td>
<td>2 years of increasingly responsible work experience similar to Fortuna Street Worker II. One year experience operating heavy equipment.</td>
<td>3 years of increasingly responsible work experience similar to Fortuna Street Worker III, including 1 year of supervisory experience, and one year experience operating heavy equipment.</td>
<td>4 years of increasingly responsible work experience similar to Fortuna Lead Street Worker, including 1 year of supervisory experience, and one year experience operating heavy equipment.</td>
</tr>
<tr>
<td>City Paid Training</td>
<td>Class B License</td>
<td>Class B License</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Incentives per MOU Two (2) positions within the Street Worker Class, to be determined by the General Services Superintendent, will receive a $1500 a year incentive for maintaining a Pesticide Certificate. City paid.</td>
<td>$50/month residency incentive $1500/yr for receiving and maintaining a (Diesel Emission) Certificate Pager pay: $298/day $200 for 7 consecutive days</td>
<td>$50/month residency incentive $630/yr for each (no limit): D1, D2 Pager pay: $298/day $200 for 7 consecutive days</td>
<td>$50/month residency incentive $630/yr for each (no limit): D1, D2 Pager pay: $298/day $200 for 7 consecutive days</td>
<td>$50/month residency incentive $630/yr for each (no limit): D1, D2 Pager pay: $298/day $200 for 7 consecutive days</td>
<td>$35/month residency incentive</td>
</tr>
</tbody>
</table>
## CITY OF FORTUNA
### TREATMENT PLANT OPERATOR (TPO) QUALIFICATION MATRIX

**ATTACHMENT “A”**

**NOTE: MUST BE MINIMUM OF 18 YEARS OF AGE IN ORDER TO DRIVE CITY VEHICLES.**

<table>
<thead>
<tr>
<th>2015-2016 Budget: # of positions</th>
<th>Treatment Plant Mechanic</th>
<th>OIT/TPO I</th>
<th>TPO II</th>
<th>TPO III (Shift Supervisor)</th>
<th>CPO-Chief Plant Operator (exempt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Level of Supervision</td>
<td>General supervision of the Chief Plant Operator</td>
<td>General supervision by Shift Supervisor</td>
<td>General supervision by Shift Supervisor</td>
<td>General direction by Chief Plant Operator</td>
<td>General direction by PW Director</td>
</tr>
<tr>
<td>Skill Level</td>
<td>Entry, no experience or certification required</td>
<td>Entry-level as OIT, TPO I contingent upon WW1 certificate.</td>
<td>Mid-level experienced</td>
<td>Top-level experienced Front-line Supervisor</td>
<td>Top-level experienced, LRO of WW</td>
</tr>
<tr>
<td>Probationary period</td>
<td>18 Months</td>
<td>24 months or successful completion of WWI, whichever occurs first. (5% increase once TPO I is achieved)</td>
<td>18 months</td>
<td>18 months</td>
<td>n/a</td>
</tr>
<tr>
<td>Certifications/Job Requirements</td>
<td>Valid CDL</td>
<td>Valid CDL WW2 T1</td>
<td>Valid CDL WW2 T1</td>
<td>Valid CDL WW2 T2</td>
<td>Valid CDL WW3 T2 AWWA/CWEA Lab Cert</td>
</tr>
<tr>
<td>Note: Required at time of hire, unless otherwise indicated</td>
<td>Grade 1 Collection System Maintenance Technologist through CWEA within 18 month of hire (with Incentive)</td>
<td>WW1 within 24 months T1 within 18 months</td>
<td>T2 within 12 months</td>
<td>WW3 within 18 months AWWA/CWEA Lab Cert within 12 months</td>
<td>WW4 within 18 months T3 within 18 months</td>
</tr>
<tr>
<td>Covered by DOT?</td>
<td>No (Yes if Class B License is obtained)</td>
<td>No (Yes if Class B License is obtained)</td>
<td>No (Yes if Class B License is obtained)</td>
<td>No (Yes if Class B License is obtained)</td>
<td>Yes</td>
</tr>
<tr>
<td>Drug testing See Note 1</td>
<td>Yes. Designated safety sensitive, and DOT- pre-employment and random if Class B license is obtained</td>
<td>Yes. Designated safety sensitive, and DOT- pre-employment and random if Class B license is obtained</td>
<td>Yes. Designated safety sensitive, and DOT- pre-employment and random if Class B license is obtained</td>
<td>Yes. Designated safety sensitive, and DOT- pre-employment and random if Class B license is obtained</td>
<td>Yes. Designated safety sensitive and DOT- pre-employment and random if Class B license is obtained</td>
</tr>
<tr>
<td>Respond to call-outs/pager duty?</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>4 years of increasingly responsible work experience similar to Fortuna Operator III, including one year in a position requiring WW3 and T2, and 1 year of supervisory experience</td>
</tr>
<tr>
<td>Desired Level of Education/Experience</td>
<td>Prior work in related field preferred;</td>
<td>1 year work experience as OIT preferred</td>
<td>2 years work experience similar to Fortuna Operator I or II</td>
<td>3 years of increasingly responsible work experience similar to Fortuna Operator II or III</td>
<td></td>
</tr>
</tbody>
</table>
## CITY OF FORTUNA TREATMENT PLANT OPERATOR (TPO) QUALIFICATION MATRIX

<table>
<thead>
<tr>
<th>City Paid Training (Job class plus one level up.)</th>
<th>CSMT 1 D1 T1 WW1</th>
<th>WWI WW2 T1 T2</th>
<th>WW3 T2 T3 AWWA/CWEA Lab Cert</th>
<th>WW3 WW4 T3 AWWA/CWEA Lab Cert</th>
<th>WW4 T3 Class B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incentives per MOU If certificate achieved before July 1, 2011</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days 5% for AWWA or CWEA Lab Certificate</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days 5% for AWWA or CWEA Lab Certificate (required within 12 months of hire)</td>
<td>$35/month residency incentive</td>
</tr>
<tr>
<td>Incentives per MOU If certificate achieved on, or after, July 1, 2011</td>
<td>$50/month residency incentive</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days 5% for AWWA or CWEA Lab Certificate</td>
<td>$50/month residency incentive 2.5% for CDL Class B Pager pay: $298/day or $200 for 7 consecutive days 5% for AWWA or CWEA Lab Certificate (required within 12 months of hire)</td>
<td>$35/month residency incentive</td>
</tr>
</tbody>
</table>


Notes:

1. The City Attorney has opined that Treatment Plant Operators are in “safety-sensitive” positions and drug-testing may be included in the preemployment physical for these positions.
<table>
<thead>
<tr>
<th>2015-2016 Budget # of positions</th>
<th>II</th>
<th>III</th>
<th>Lead</th>
<th>Utilities Superintendent (exempt)</th>
</tr>
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<tbody>
<tr>
<td>Minimum Level of Supervision</td>
<td></td>
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<tr>
<td>General Supervision of lead utility worker</td>
<td></td>
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<tr>
<td>General direction of lead utility worker</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>General direction of General Services Superintendent</td>
<td></td>
<td></td>
<td></td>
<td>General direction of PW Director and coordination with Chief Plant Operator</td>
</tr>
<tr>
<td>Skill Level</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry, no experience or certification required at time of hire.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mid-level experienced, with certification</td>
<td></td>
<td></td>
<td></td>
<td>Top-level experienced, front line supervisor, with certification</td>
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<tr>
<td>Top-level experienced, front line supervisor, with certification</td>
<td></td>
<td></td>
<td></td>
<td>Top-level experienced, LRO of Water, Division Manager</td>
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<tr>
<td>Probationary period</td>
<td>24 months</td>
<td>18 months</td>
<td>18 months</td>
<td>n/a</td>
</tr>
<tr>
<td>Certifications/Job Requirements</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valid CDL</td>
<td>D1</td>
<td></td>
<td>D2</td>
<td>D3</td>
</tr>
<tr>
<td>Valid CDL D1</td>
<td>T1</td>
<td></td>
<td>T2</td>
<td>T3</td>
</tr>
<tr>
<td>Class B CDL within 6 months D1 T1</td>
<td>Class B Class B</td>
<td>T2</td>
<td>B Class B</td>
<td></td>
</tr>
<tr>
<td>Covered by DOT?</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Drug Testing</td>
<td>Yes. DOT- preemployment and random</td>
<td>Yes. DOT- preemployment and random</td>
<td>Yes. DOT- preemployment and random</td>
<td>Yes. DOT- preemployment and random</td>
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<tr>
<td>Respond to call-outs/pager duty? If yes – 30 minute response required.</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
<td>yes</td>
</tr>
<tr>
<td>Desired Level of Education/Experience</td>
<td>Prior work in related field preferred</td>
<td>2 years of increasingly responsible work experience similar to Fortuna Utility Worker II</td>
<td>3 years of increasingly responsible work experience similar to Fortuna Utility Worker III, including one year in a position requiring D2 and T1, and 1 year of supervisory experience</td>
<td>4 years of increasingly responsible work experience similar to Fortuna Lead Utility Worker including three years in a position requiring D2 and T2, and 3 years of supervisory experience</td>
</tr>
<tr>
<td>City Paid Training</td>
<td>BF</td>
<td>D1</td>
<td>D2</td>
<td>T1</td>
</tr>
<tr>
<td>-------------------</td>
<td>----</td>
<td>----</td>
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<td>----</td>
</tr>
<tr>
<td>(Job Class plus one level up.)</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Incentives per MOU</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If certificate achieved before July 1, 2011</td>
<td>BF</td>
<td>D2</td>
<td>D3</td>
<td>T1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Incentives per MOU</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If certificate achieved on, or after, July 1, 2011</td>
<td>BF</td>
<td>D2</td>
<td>D3</td>
<td>T1</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

*Certifications: WW - Wastewater Treatment Plant Operator: State Water Resources Control Board (SWRCB)
T - Water Treatment: State Water Resources Control Board (SWRCB)
D - Water Distribution (Utility Workers): State Water Resources Control Board (SWRCB)
Laboratory Technician California Water Environment Association (CWEA), OR
American Water Works Association (AWWA)
CITY OF FORTUNA - MEMORANDUM

TO: Fortuna Employees Association (FEA)
FROM: Fortuna City Council
SUBJECT: Tentative Agreement – MOU for F/Y 2017/18 and 2018/19
DATE: September 18, 2017

Through our respective labor negotiators, the City of Fortuna and the Fortuna Police Employees Association have tentatively agreed on the following issues and updates to be incorporated into a new two-year labor agreement Memorandum of Understanding as follows:

I. Contingent upon a signed agreement between the FEA and the City of Fortuna for a new two-year MOU, Council offers an across the board .50 cent per hour increase for all FEA members for Fiscal Year 2017/2018; with a $1.00 across the board increase for all FEA members for Fiscal Year 2018/2019.

II. Upon, preliminary analysis of how the step system would affect employees it was found that the average employee would receive somewhere between 10 and 60 cents per hour, with the average being approximately 25 cents an hour. HOWEVER, this would NOT be guaranteed, in a rare circumstance it is plausible that if an employee is at the very bottom of their pay scale and the new step system happened to land on that same hourly pay then that employee would not receive any additional pay due to the change. To find out how much of a raise this would constitute, the Finance Department will need to do individual calculations for each and every individual employee.

III. Contingent upon a signed agreement between the FEA and the City of Fortuna for a new two-year MOU, the City will continue to cover 80% of all medical insurance premium increases, while FEA member employees will cover the remaining 20% of all medical insurance premium increases.

IV. Contingent upon a signed agreement between the FEA and the City of Fortuna for a new two-year MOU, the Council will agree to correct an oversight from past MOU’s relating to qualified incentives for Treatment Plant Operators. Refer to attachment A - “Public Works Qualification Matrix”.

V. COMP BANKS: Contingent upon a signed agreement between the FEA and the City of Fortuna for a new two-year MOU, Council proposes the following:
   - Increase CTO banks to a maximum of 160 hours.
   - Banked CTO time may be sold back two (2) times each fiscal year to a maximum of 80 hours.
   - TOOL ALLOWENCE VEHICLE MECHANICS:

VI. Contingent upon a signed agreement between the FEA and the City of Fortuna for a new two-year MOU, Council has tentatively agreed to include a provision to reimburse two vehicle mechanics up to
$1,000 each to purchase personal hand tools needed to perform their duties for the City of Fortuna. Since reimbursements will be paid out of the Department Budget, reimbursements will require purchase receipts and written approval of the Department Head.

VII. INCREASE PAGER PAY: Per the request of the Finance Director to remedy a burdensome bookkeeping issue, the Council counters with a request to amend **MOU Section XI Item 2.7** as follows:

An employee who is required to remain on standby for a time of less than for a —— time span of less than one week shall receive an additional twenty-eight dollars ($28) twenty-nine ($29) per day as standby allowance. A day is similar to a shift in that it begins at 8:00 a.m. and runs to 7:59 a.m. the following morning. Because the “shift day” begins one day and ends on the following day, it is understood the standby day shall be the day when the shift began. An employee who is required to remain on standby for one week shall be paid an additional two hundred dollars ($200) standby allowance for that week. Employees who are called out while on stand-by shall receive two (2) hours minimum at time and one-half. Any employee who is on standby on New Year’s Day, Christmas Day, Thanksgiving Day, and 4th of July shall receive twelve (12) hours holiday credit. The twelve (12) hours holiday credit is applicable only to employees who are assuming or beginning standby coverage on that day.

***Any employee who is called out on New Year’s Day, Christmas Day, Thanksgiving Day or 4th of July and works a minimum of (8) eight hours shall receive time-and-a-half plus get (8) eight hours holiday to put in a bank or to cash out.***

VIII. Council believes “Me Too” clauses negates the reasons for having separate bargaining units. Council is adamant about removing the following “Me Too” language from the MOU (Page 8 of 27):

Section VII. SALARIES

7. Salary Adjustments

If during the effective time period of this agreement, the Fortuna Police Employees Association (FPEA) receives a salary COLA or a change in Health Care Costs included in this agreement, the members of FPEA shall receive the same COLA and/or health Care Cost change at the same time.

IX. Change from the current irregular merit increase system to a policy where employees meeting performance standards would receive automatic merit increases based on time in service at standardized percentage increases.

X. Staff is currently reviewing the 2016/2017 MOU document for “housekeeping” issues that may need to be cleaned up such as needed updates, errors, typos, clarifications, etc.

XI. Time is of the essence! To avoid creating an extreme hardship for the Finance Department, Council cannot approve retroactive pay raises any later than September 30, 2017. In order for the Finance Department to have sufficient time to process retroactive pay increases to the first pay period of July 2017, the FPEA must formally ratify approval of the new MOU no later than September 15, 2017. The City Council has directed staff to schedule a special meeting on September 25th at 4:00p.m. for the Council to formally ratify the new MOU which will meet the September 30th deadline.
We attest to this tentative agreement which is set to be formally ratified at a special City Council meeting at 4:00 p.m. on Monday September 25, 2017.

Sue Long  
Mayor  
Date 9/18/17

Mark Wheetley  
City Manager  
Date 9/18/17

Randy Mendosa  
Chief Labor Negotiator  
Date 9/18/17

Rick Kern  
FPEA President  
Date 9/19/17

Andy Bowles  
Vice President  
Date 9/19/17
STAFF REPORT

City Council Business Agenda Item

DATE: September 25, 2017
TO: Honorable Mayor and Council Members
FROM: Randy Mendosa, City Labor Negotiator
THRU: Mark Wheetley, City Manager

SUBJECT: Approval of the July 1, 2017 to June 30, 2019 Memorandum of Understanding (MOU) Concerning Working Conditions, Wages and Benefits with the Fortuna Police Employee Association (FPEA)

STAFF RECOMMENDATION:

Staff is recommending the Council consider approving the MOU with the FPEA for the term, July 1, 2017 to June 30, 2019.

EXECUTIVE SUMMARY:

Staff would like to present the completed MOU between the City and the FPEA for City Council approval.

The attached MOU incorporates the changes agreed upon between the City and the FPEA during the recent negotiations.

FISCAL IMPACT

All fiscal impacts associated with the terms of the MOU have been reviewed by Council during the negotiations process. After conferring with the Finance Director, the adopted budget requires no further appropriations to accommodate the terms of this MOU.

RECOMMENDED ACTION:

1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment
4. Motion to approve Memorandum of Understanding between the City and FPEA for the term July 1, 2017 through June 30, 2019. Roll Call vote.

ATTACHMENTS:

Attachment A:
• 7/1/2017 – 6/30/2018 Memorandum of Understanding with the FPEA

Attachment B:
• FPEA Executed Tentative Agreement, dated 09/20/2017
Memorandum of Understanding
Between The City of Fortuna
and the
Fortuna Police Employees ASSOCIATION

July 1, 2017 through June 30, 2019

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SECTION II: RECOGNITION

1. RECOGNITION

SECTION III: SOLE AGREEMENT

2. SOLE AGREEMENT

SECTION IV: CITY RIGHTS

3. CITY RIGHTS

SECTION V: MINIMUM AGE

SECTION VI: ASSOCIATION RIGHTS

4. BULLETIN BOARDS

5. DUES DEDUCTION

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6. GRIEVANCE PROCEDURE

SECTION VIII: SALARIES

7. SALARY ADJUSTMENTS

8. BI-WEEKLY PAYROLL

9. LONGEVITY PAY

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15. ACCRUED VACATION/SICK LEAVE RECORDS

16. ANNUAL VACATION BUYBACK PROGRAM

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18. SICK LEAVE

19. FAMILY SICK/BEREAVEMENT LEAVE

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20. WORK PERIOD FOR SWORN PERSONNEL
<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
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<tbody>
<tr>
<td>XIV</td>
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<tr>
<td>43</td>
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<td>44</td>
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<td>FAIR LABOR STANDARDS ACT</td>
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<td>MAINTENANCE OF OPERATIONS</td>
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<td>53</td>
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<td>NOTIFICATION PROCEDURE</td>
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<td>XII</td>
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<td>30</td>
<td>UNIFORMS</td>
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<td>31</td>
<td>SAFETY EQUIPMENT</td>
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<td>32</td>
<td>FIELD TRAINING OFFICERS</td>
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<tr>
<td>33</td>
<td>SERGEANT ASSIGNED TO SUPERVISE DISPATCH</td>
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<tr>
<td>34</td>
<td>K-9 OFFICERS</td>
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<td>35</td>
<td>PROBLEM ORIENTED POLICING UNIT (POP) &amp; DETECTIVE</td>
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<tr>
<td>36</td>
<td>ANIMAL EUTHANASIA</td>
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<tr>
<td>37</td>
<td>OUT OF CLASSIFICATION DIFFERENTIAL PAY</td>
</tr>
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<td>38</td>
<td>ACHIEVEMENT INCENTIVES</td>
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<td>39</td>
<td>RESIDENCY INCENTIVE</td>
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<tr>
<td>40</td>
<td>EMPLOYEE USE OF PARK &amp; RECREATION PROGRAMS</td>
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<td>EDUCATION AND TRAINING REIMBURSEMENT</td>
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<tr>
<td>XIII</td>
<td>RETIREMENT SYSTEM</td>
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<td>42</td>
<td>RETIREMENT SYSTEM</td>
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<td>II</td>
<td>SECTION XII</td>
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<td>21</td>
<td>WORK PERIOD FOR MISCELLANEOUS PERSONNEL</td>
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<td>22</td>
<td>FLSA 7(b) WORK PERIOD OVERTIME EXEMPTION</td>
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<td>SCHEDULING</td>
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<td>SENIORITY</td>
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<td>OVERTIME DEFINITION</td>
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<tr>
<td>26</td>
<td>RATE OF OVERTIME</td>
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<tr>
<td>27</td>
<td>OVERTIME FOR COURT / MEETINGS / CALL BACK</td>
</tr>
<tr>
<td>28</td>
<td>SHIFT TRADING</td>
</tr>
<tr>
<td>29</td>
<td>ACCUMULATION OF COMPENSATORY TIME OFF (CTO)</td>
</tr>
</tbody>
</table>

SECTION XIII: RETIREMENT SYSTEM

42. Retirement System

SECTION XIV: MISCELLANEOUS

43. Personnel Evaluations
44. Citizen Complaints
45. Use of Reserve Officers
46. Personnel Rules
47. Fair Labor Standards Act
48. Layoffs
49. Maintenance of Operations
50. No Strike and Lockout
51. Waiver Clause
52. Full Understanding and Modification
53. Term of Agreement
54. Notification Procedure
55. Savings Clause
Section I: PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by and between the CITY OF FORTUNA, hereinafter referred to as the CITY, and FORTUNA POLICE EMPLOYEE ASSOCIATION, hereinafter referred to as the ASSOCIATION, has as its purpose the promotion of harmonious labor relations between the CITY and the ASSOCIATION, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

Section II: RECOGNITION

1. Recognition

The City hereby recognizes the ASSOCIATION as the exclusive bargaining representative for those employees in the Police Employees representation unit consisting of the classes below, and agrees to meet and confer and otherwise deal exclusively with the Association on all matters related to the scope of representation pertaining to said employees as authorized by law.

The City recognizes as represented by the Association, the following classes of full-time employees:

1. Police Dispatcher II
2. Community Service Officer II
3. Police Officer
4. Police Sergeant
5. Records Clerk
6. Police Officer Trainee (Non Sworn)

Section III: SOLE AGREEMENT

2. Sole Agreement

A. This Agreement signed by the parties hereto, and approved by the City Council, supersedes all other Agreements between the parties on the items contained herein.

B. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter contained within this Agreement. However, if during this term, the parties hereto should mutually agree to modify, amend, or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and
executed by the City Manager for the City and the Association, and when approved by the City Council. Any such changes validly made shall become a part of this Agreement and subject to its terms.

C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

**Section IV: CITY RIGHTS**

3. *City Rights*

It is agreed that during the term hereof, the City shall not be required to meet and confer on matters, which are solely a function of management.

Except as otherwise specifically provided in this Agreement, the City has and retains the sole and exclusive rights and functions of management including, but not limited to, the following:

A. To determine the nature and extent of service to be performed, as well as the right to determine and implement its public function and responsibility.

B. To manage all facilities and operations of the City, including the methods, means, and personnel by which the City operations are to be conducted.

C. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City’s activities are conducted, managed, and administered, and the Association recognizes the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments.

D. The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.

E. To establish, modify, or change work schedules or standards.

F. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.

G. To determine the location of all facilities.

H. To determine the layout and the machinery, equipment, or materials to be used.

I. To determine processes, techniques, methods, and means of all operations, including changes or adjustments of any machinery or equipment.

J. To determine the size and composition of the working force.

K. To determine policy and procedures affecting the selection or training of employees.
L. To establish, assess, and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures of said assessment.

M. To control and determine the use and location of City's property, material, machinery, or equipment.

N. To schedule the operation of and to determine the number and duration of shifts.

O. To determine safety, health, and property protection measures.

P. To transfer work from one job to another or from one unit to another.

Q. To introduce new, improved, or different methods of operations or to change existing methods.

R. To layoff employees from duty for reasons of economy or because the need for a position no longer exists.

S. To reprimand, suspend, discharge, or otherwise discipline employees.

T. To establish, modify, determine, or eliminate job classifications.

U. To disseminate, modify, and enforce work and safety rules and regulations that do not contradict a specific provision of this Agreement.

V. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

W. To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.

Section V: MINIMUM AGE

The minimum age for a Police Officer shall be 21 years of age at time of hire. The minimum age for a Community Services Officer and Records Clerk shall be 18 years of age at time of hire.

Section VI: ASSOCIATION RIGHTS

4. Bulletin Boards

Authorized representatives of the Association shall be allowed to post Association notices on bulletin boards maintained on City premises, for a period of up to two (2) weeks. The Association shall not post notices that contain profane, obscene, or offensive content, as determined by the City.
5. **Dues Deduction**

Upon formal acknowledgement by the City of a Recognized Employee Organization as defined in Resolution 2007-04, A Resolution of the City Council of the City of Fortuna Establishing Policies Governing Employer-Employee Relations, such Recognized Employee Organization may be provided payroll deductions of membership dues as approved by the City Council. The Association hereby agrees to indemnify, defend and hold harmless the City for any loss or damages, claims or causes of action arising from Association dues deductions pursuant to this agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

**Section VII: CONTRACT GRIEVANCE PROCEDURE**

6. **Grievance Procedure**

A. A grievance shall be considered as any matter for which appeal is not provided, or is prohibited, in the City of Fortuna Personnel Rules and Regulations, the Fortuna Municipal Code, or in this MOU concerning:

1. A claimed violation or non-compliance with the provisions of this MOU.
2. A dispute about the interpretation or application of any ordinance, rule or regulation governing personnel practices or working conditions.
3. A dispute about the practical consequences of a City decision on hours and other terms and conditions of employment.

B. The following matters are specifically excluded from the grievance procedure:

1. All disciplinary actions (Refer to Rule XV Disciplinary Rules and Processes)
2. The content of performance evaluations
3. Layoff
4. Transfer
5. Denial of reinstatement
6. Denial of a pay increase. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation
7. Challenges to a reclassification, examination or appointment to position
8. Management of the City generally, or issues of City or Department policy
9. Determination of the nature, necessity or organization of any service or activity conducted by the City, including the decisions to expand or reduce services or the workforce, and/or to impose layoffs

10. Methods of financing

11. Determination of and/or change in facilities, equipment, methods, technology, means or size of the work force

12. Determination of or change in the location, number of locations, relocations and types of operations, processes or materials to be used in carrying out City functions

13. Determination of work assignments and schedules

14. Determination of productivity or performance programs and standards

15. Determination of standards, policies, and procedures for selection, training, and promotion of employees

16. Establishment, implementation, and modification of Department organizations, supervisory assignments, chains of command, and reporting responsibilities

C. The following are the steps to be taken by any employee who has a grievance. It should be noted that any employee who has a problem or a complaint should try to resolve the problem at the lowest level of management. This should be done through discussion with the employee's immediate supervisor.

**Step 1**

**(a)** The employee shall explain the situation to the immediate supervisor who shall either alone or together with his or her supervisors reach a decision and communicate it to the employee in writing within ten (10) working days after receipt of the grievance. Such discussion shall be initiated within ten (10) working days of the incident complained of, or within ten (10) working days from the date the employee should have reasonably become aware of the incident, or the grievance is deemed to have been waived.

**Step 2**

**(a)** If the grievance is not settled at the first step, or if the grievance directly concerns the employee's immediate supervisor, the employee may submit to the Chief of Police the grievance in writing within ten (10) working days of the written response, or if no written response is provided, within ten (10) working days after the date on which the written response would otherwise be required.

**(b)** The Chief of Police shall notify the employee in writing of his or her decision within ten (10) working days after receipt of the notice or grievance.
Step 3

(a) If the grievance is not settled at the second step, the employee may within ten (10) working days of the written response submit the grievance in writing to the City Manager, or if no written response is provided, within ten (10) working days after the date on which the written response would otherwise be required.

(b) The City Manager shall notify the employee, the Chief of Police, and the employee's immediate supervisor in writing of his/her decision within ten (10) working days after receipt of notice of grievance. The City Manager’s decision is final and binding.

D. Failure of the employee to follow the procedure or time frames provided in the Grievance Procedure shall constitute grounds for dismissing the grievance.

Section VIII: SALARIES

7. Salary Adjustments

During the term of this two-year agreement, for all Association employees the City offers a .50 COLA increase for the first year of the agreement (Fiscal Year 2017/18) and a $1.00.COLA increase for the second year of the agreement (Fiscal Year 2018/19). Under these terms, the City agrees to make the increase for each year retroactive to July 1st.

8. Bi-Weekly Payroll

Beginning July 1, 2013, City employees shall be paid on a bi-weekly basis on Fridays.

9. Longevity Pay

Upon completion of 10 years of continuous employment with the City of Fortuna, eligible employees shall receive an additional five percent (5%) of base salary as longevity pay. Those employees who already receive the 2% at 2 years retention pay will receive an additional 3% at 10 years for a total increase of 5%. Longevity pay and 2-year retention pay may not be stacked to provide payment of greater than 5% of base salary.

Longevity pay will not be paid retroactively for work performed prior to July 1, 2013 for employees who have worked more than ten years, but will be effective and paid as of July 1, 2013.

10. Night Shift Differential

For employees who work full shifts which include at least four (4) consecutive hours between 7:00 pm and 7:00 am, employees shall be paid an additional twenty-five cents (.25) per hour, above regular hourly rate for the entire shift.
Section IX: INSURANCE

11. Health & Welfare

The City agrees to provide medical, dental, vision and life insurance for employees in the Police Employees representation unit.

A. For the term July 1, 2017 – June 30, 2019, for all employees in the Police Employees representation unit, the employee contribution towards medical, dental, vision, life insurance, and employee assistance program shall be as follows:

<table>
<thead>
<tr>
<th>Monthly Costs</th>
<th>With $250 Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
</tr>
<tr>
<td>Medical- Anthem/Blue Cross</td>
<td>$723.00</td>
</tr>
<tr>
<td>Vision-VSP</td>
<td>$18.20</td>
</tr>
<tr>
<td>Dental-Delta Dental</td>
<td>$52.00</td>
</tr>
<tr>
<td>Life (10,000)</td>
<td>$1.65</td>
</tr>
<tr>
<td>Employee Assistance Program</td>
<td>$2.72</td>
</tr>
<tr>
<td><strong>Total insurance costs</strong></td>
<td><strong>$797.57</strong></td>
</tr>
<tr>
<td>Amount paid by City</td>
<td>$720.81</td>
</tr>
<tr>
<td><strong>Amount paid by Employees (Monthly)</strong></td>
<td><strong>$76.76</strong></td>
</tr>
</tbody>
</table>

B. Any increase or decrease (without going below the minimum monthly contribution of $50/$75/$100) in premiums will be split between the City at 80% and the employee at 20%.

C. The City will provide a vision plan and a dental plan, through the Redwood Empire Municipal Insurance Fund (REMF) for all represented employees. Vision and dental coverage are optional; however, if an employee declines the coverage the amount paid by the employee will stay the same.

D. Life insurance is provided for full-time City employees under REMIF. The City contributes the premium for ten thousand dollars ($10,000) term life insurance per employee.

E. Cal Ore Life Flight benefits will be provided for all full time benefitted employees and their household through the REMIF plan; employees that opt-out will not be eligible but will have the option to purchase Cal Ore Life Flight benefits at the City’s rates.

F. The City offers an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full time employees.
G. The City will provide access to Aflac supplemental insurance options to all City employees. Premiums for supplemental insurance are to be paid by the employee and may be set up on a “pre-tax” payment schedule.

**12. Opting Out of Medical Coverage**

A. Under the following circumstances, an employee may decline medical coverage, and receive 75% of the employee only (single person) medical insurance premium:

1. The medical insurance plan must allow a full time employee to decline coverage, and the employee can meet any and all requirements for opting out of coverage.

2. The employee must provide written proof of other coverage.

3. All local, federal and state laws must be observed, as well as conditions of any contract into which the City has entered, or will enter; particularly the Section 125 plan the City has in place.

B. This MOU provides for employees to opt out of the medical insurance coverage and receive $542.26 per month (75% of the employee-only medical premium of $723.00). In order to exercise this option, an employee must provide evidence of other insurance coverage provided by a member of his/her immediate family. If an employee does opt out, he/she will not be eligible to come back into the City plan until the next open enrollment period, or in the case of a qualifying event as stated in the medical insurance contract.

C. If an employee chooses to “opt out” of the medical coverage, the employee will still have the option to be covered for Vision and Dental only. The cost to the employee would be the minimum monthly contribution rate of: $50 single/$75 Employee +1/$100 Employee +2, respectively for both, as a package. The employee share for the Vision/Dental package will be deducted from the employee’s bi-weekly paycheck twice a month split in equal amounts if the employee chooses this option.

**13. State Disability Program and PORAC Long Term Disability Program**

All employees covered by this MOU are required to enroll for State Disability Insurance (S.D.I.) benefits. S.D.I. benefits shall be integrated with sick leave benefits. S.D.I. premiums are to be paid by the employee.

All employees covered by this MOU may choose to participate in the PORAC Long Term Disability Program. Premiums are to be paid by the employee. PORAC benefits shall be integrated with sick leave.

SDI benefit as determined by the State will be applied first. Long Term Disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved personal leave
will then be applied in a proportionate amount which, when added to SDI, will provide compensation equal to the employee’s regular wage or salary. Under no circumstances will an employee be permitted to aggregate SDI, PORAC or other benefits in an amount exceeding the employee’s regular wage or salary.

Section X: HOLIDAY BENEFITS AND PAID LEAVES

14. Vacation

The vacation schedule for all employees represented by the Association shall be as follows:

<table>
<thead>
<tr>
<th>Full Years of Service Completed by Employee</th>
<th>Number of Working Days of Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 6 years</td>
<td>80 Hours annually</td>
</tr>
<tr>
<td>7 through 11 years</td>
<td>120 Hour annually</td>
</tr>
<tr>
<td>12 years and Over</td>
<td>160 Hours annually</td>
</tr>
</tbody>
</table>

Vacation leave may be taken as it accrues, after one year of employment. The date of vacation leave may be selected by the employee on a seniority basis, and must be approved by the Chief of Police. Each employee in the Police Employees representation unit shall be granted at least ten (10) days vacation per calendar year provided the employee has vacation time accrued.

An employee who becomes ill or has a family medical emergency during his or her scheduled vacation may elect to use sick leave or family sick leave in lieu of vacation time, provided the Chief of Police is notified at the beginning of the illness, injury or emergency and at the end of the illness, injury or emergency and, provided further, the employee, upon return from vacation, furnishes the Chief of Police with a certificate from a medical doctor stating the nature and extent of the employee's illness or injury or family members emergency during his or her vacation.

15. Accrued Vacation/Sick Leave Records

The City will provide each employee on a bi-weekly basis a record of accrued vacation and sick leave which the employee has earned. Vacation may be accumulated up to an amount equal to an employee's allowable vacation credits for two (2) years. Once an employee has reached the maximum accumulation limit for vacation leave, the employee will cease accruing additional vacation benefits until the employee has used a portion of his or her accrued vacation and reduces his or her balance below the maximum accumulation limit. Thereafter, vacation benefits will again begin to accrue, on a prospective basis only, until the employee again reaches the maximum accumulation limit.

16. Annual Vacation Buyback Program
On an annual basis the City agrees to allow those employees covered by this MOU to sell up to one hundred (100) hours of vacation. The minimum leave time which may be subject to the buy back is eight (8) hours. Vacation time may be sold back two times each fiscal year to a maximum of 100 hours. In order to participate in this program, the employee must return a form approved by management that is dated and signed. Payment will be made at the regular pay rate as of the date the form is submitted to the Finance Department. Vacation time cashed out pursuant to this provision shall be subtracted from the employee’s accumulated vacation time balance when paid. Upon separation, all unused accrued vacation leave shall be paid in cash to the employee at his or her regular rate of pay.

17. Holidays

A. The City agrees to pay all full-time regular employees in the Police Employees representation unit for twelve (12) holidays per year, in lieu of a day off. Recognized holidays are: New Year's Day, the day observed as President’s Day, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and any other day proclaimed by the Fortuna City Council as a public holiday, day of mourning or day of thanksgiving. Employees shall receive eight (8) hours of pay for a holiday.

B. All holidays will be paid at straight time in the pay period in which the holiday occurs or, at the employee’s option, the holiday may be accrued as compensatory time off in lieu of pay. Such compensatory time off may be accrued up to one hundred twenty (120) hours to be taken at a later time as requested by the employee and approved by the Chief of Police. Upon separation, all unused accrued compensatory time off shall be paid in cash to the employee at his or her regular rate of pay.

C. Employees may choose to receive all twelve days of holiday pay at one time on the first pay day in December of each year for the holidays accrued during the preceding holiday year. The holiday year in this option starts with Christmas day and ends with the day after Thanksgiving. Once an employee elects to participate in this option, he/she must stay in the program for the entire holiday year. The payroll department must be notified in writing each year by December 25 if an employee wishes to participate in this option.

18. Sick Leave

Sick leave is a benefit, and should be used only when necessary. The accrual rate for sick leave is 8 hours for each calendar month of service.

A. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Sick leave may be used, with prior department head approval, for dental, eye, and doctor appointments.
B. Employees who have accumulated four hundred eighty (480) or more hours of sick leave may on an annual basis convert any sick leave accumulated over four hundred eighty (480) hours to a payment at twenty-five percent (25%) of the value of said sick leave time over four hundred eighty (480) hours.

C. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor prior to, or within thirty (30) minutes after the time set for beginning his or her daily duties, or as may be otherwise specified by the employee's department head. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may result in disciplinary action.

19. Family Sick/Bereavement leave

A. An employee may be granted up to forty eight (48) hours per fiscal year for family sick leave with pay, per California Labor Code Section 233, utilizing an employee’s accumulated sick leave for family illness purposes. Family sick leave is applicable when the employee's presence is necessary to provide or arrange proper care for the employee’s ill child or an ill member of the employee's immediate family or immediate household. For family sick leave purposes, immediate family member shall include spouse, domestic partner, parents, children and other close relatives, with the approval of the Department Head. Misuse of family sick leave privileges is grounds for disciplinary action.

Family sick must be taken in not less than quarter hour increments.

B. An employee in the Police Employees representation unit may be granted up to forty (40) hours bereavement leave with pay. Bereavement leave is applicable when death occurs in the employee's immediate family. Such family shall include spouse, domestic partner, parents, children, stepchildren, children of a domestic partner, grandparent, grandchild, brother, sister, mother/father-in-law, parent of a domestic partner, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or other person as approved by the Personnel Officer. Misuse of bereavement leave privileges is grounds for disciplinary action. Bereavement leave shall be approved by the City Manager.

C. For purposes of this section, domestic partner means an individual as defined in Family Code section 297 et seq.

Section XI: HOURS OF WORK AND OVERTIME

20. Work Period for Sworn Personnel

The City and the association agree to an FLSA (7k) 14 day work period. For the term of this MOU, all employees represented by the Fortuna Police Employees Association, the normal work period shall consist of eighty (80) hours worked within fourteen (14) consecutive days beginning at 12:00 a.m. Sunday and ending 11:59 p.m. on the second successive Saturday. The "work period" and "pay period" shall coincide. For a shift that begins on one day and ends on the following day, the “work day” shall be the day the shift began.
In this work period, the normal work schedule shall consist of one or more of the following, as determined by the Chief of Police and the City Manager:

4-10 Plan – Four (4) consecutive days of ten (10) hour shifts followed by three consecutive days off.

3-12 Plan – Seven (7) work days in a fourteen (14) day pay period, consisting of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift. One (1) week shall consist of (4) successive work days.

5-8 Plan – Five (5) work days of eight (8) hour shifts in a work week. One (1) week shall consist of five (5) consecutive work days.

Scheduling adjustments may be made to an employee's days off schedule to accommodate his/her attendance at an external training session. The total number of days off in the month will not be reduced and the employee shall not work more than seven (7) consecutive days without a day off when the employee’s shift is adjusted for an external training session.

Scheduling adjustments may also be made to accommodate extended investigations, court assignments or major incidents, more than one (1) work week in length.

21. Work Period for Miscellaneous Personnel

For purposes of the Fair Labor Standards Act (FLSA) the work period for miscellaneous employees shall be seven consecutive (7) days and shall consist of no more than forty (40) hours in said work period at non-overtime rate of pay. The normal work period shall begin at 12:00 a.m. Sunday and ending 11:59 p.m. on the second successive Saturday, except as otherwise designated by an applicable MOU, or as otherwise designated for employees on a flexible or modified schedule. The "work period" and "pay period" shall coincide. For a shift that begins on one day and ends on the following day, the “work day” shall be the day the shift began.

22. FLSA 7(b) Work Period Overtime Exemption

In furtherance of modifying the standard work day and work week to provide for the outlined options, the Fortuna Police Employees Association petitioned and received certification under Section 7(b) of the Fair Labor Standards Act of 1938.

As such, the City and Fortuna Police Employees Association (representing all Police Dispatchers) wish to modify shifts of the Police Dispatchers. Beginning April 1, 2002 shifts for Dispatchers will include the standard shift, the 4-10 shift or 12 hour shift as previously outlined and as scheduled by the Police Chief.

The following work-period options for miscellaneous employees were added in 2002 under the provisions of the Fair Labor Standards Act of 1938, section 7(b):

The Fortuna Police Employees Association, representing Police Dispatchers, desire to amend the work day and work week for miscellaneous employees to include other options from the existing
standard work day of 8 hours and a standard hour work week of 40 hours to also include, with the concurrence of the City the following two options:

a.) 4-10 shift; four days per week, 10 hours days, and

b.) 12 hour shift; three 12-hour days, one week with three 12-hour days and an 8 hours day the following week.

For purposes of the FLSA the work period for miscellaneous police employees working under the 52 week 7(b) exemption, shall be fourteen (14) days and shall consist of no more than eighty (80) hours within said work period at non-overtime rate of pay.

Under this agreement, overtime is defined as time worked in excess of the scheduled work day or time worked on a scheduled day off. In all events, time worked in excess of the hours specified above for a work period under the FLSA shall be overtime.

23. Scheduling

A. One (1) Police Sergeant, one (1) Police Officer, one (1) Dispatcher assigned to a relief position shall be scheduled to work a modified one hundred and sixty (160) hours in two (2) pay periods. Sergeant, Officer and Dispatcher assigned to relief positions may be scheduled to work an eight (8) hour, ten (10) hour or twelve (12) hour shift, or other modified shift hours to be determined by the scheduling supervisor with approval by the Chief of Police, and may or may not work successive days and/or enjoy successive days off, but shall not work more than eight (8) consecutive days without a day off. Sergeants and Officers will not be assigned as relief position more than once every twelve (12) months unless voluntarily or in the case of an emergency.

B. If at any time Department staffing drops below a sufficient level of non-grant funded Police Officers (including trainees) as determined by the Chief of Police and the City Manager, the City shall have the option of immediately discontinuing the 4-10 and/or the 3-12 schedules and or create a new schedule until such time as staffing rises to a sufficient level of Police Officers and/or dispatchers.

C. When an employee represented by the Association works a split shift (for example 7:00 p.m. to 3:00 a.m.), said employee will not be paid overtime if he or she has been given no less than eight (8) hours off duty before returning to another scheduled work shift. The City agrees that such scheduling will not occur twice in any three shifts so as to create a double, double back situation without overtime compensation being paid to the employee involved.

D. An employee in the field training program or community services officer or dispatch in an initial training program may be assigned to work other than a regular work week in order to allow him/her to work different shifts with different trainers as a part of his/her training program. The employee in the training program should be scheduled to work eighty (80) hours in a pay period when determined feasible by the Chief of Police. The employee in the training program shall be scheduled to work one hundred and sixty (160)
hours in two (2) pay periods. The employee in the training program may be scheduled to work an eight (8) hour, ten (10) hour or twelve (12) hour shift, or other modified shift hours to be determined by the scheduling supervisor with approval by the Chief of Police and may or may not work successive days and/or enjoy successive days off, but shall not work more than eight (8) consecutive days without a day off.

E. Shift rotation will occur in the months of January, April, July, and October at the start of a work period. The applicable work period will be determined by the Chief of Police and the scheduling supervisor to be the least disruptive, and ensure police coverage of services and provide uninterrupted 80-hour work periods. Shift change may require an employee to work more than five (5) consecutive days because of changes in scheduled days off.

F. Additionally during the Shift Rotation process when an employee rotates from a night shift to an immediate day shift, a day off must be initiated as the employee cannot work 24 hours straight. The employees affected by this rotation would not meet their 80 hour work period so in order to resolve this, the scheduling supervisor will determine and will make scheduling adjustments to insure the employee will work 80 hours in the work period. This can be accomplished by adjusting work hours or by providing the employee the day off and an alternative day which will meet the Department’s needs, will be selected from the employee’s days off during the same work period. If the scheduling supervisor determines there is adequate shift coverage then the affected employee may be offered the opportunity to utilize compensatory time or vacation time to fulfill the 80 hours in the work period.

24. Seniority

For purposes of scheduling seniority will be determined by time in a job class with the City, not time employed by the City.

25. Overtime Definition

The City and association agree to the establishment of an FLSA 7(k) overtime exemption with a 14 day work period.

Overtime will be calculated as hours worked (including vacation time, sick leave, compensatory time off, holidays, and administrative leave.) in excess of eighty (80) hours within a pay period of fourteen (14) consecutive days for all employees represented by the Fortuna Police Employees Association.

26. Rate Of Overtime

Unless otherwise specified overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. This will be shown as “T-1/2”. The employee shall have the choice of taking overtime in cash or compensatory time off, unless specified differently in the following provisions.
For all positions represented by the Association, for the purpose of overtime calculations, the base rate will include incentive pay, longevity pay, special assignment pay as applicable.

27. Overtime for Court / Meetings / Call Back

A. General provisions applicable to court time:

Employees required to appear at Court during off duty hours will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay unless the court appearance is held contiguous to the employee’s regular shift, then it will be paid as actual time worked.

All meetings with the District Attorney's Office shall be considered court time.

Definition of "contiguous to the employee’s regular shift " shall be any court appearance or required training/meeting scheduled within one (1) hour of the end or beginning of the employee’s shift.

B. Employees covered by this MOU will not be allowed to come in to work on a scheduled day off or while on paid leave if it would incur overtime, unless approved by the Police Chief or his designee.

C. Employees who attend the Semi-Annual Department meetings held in July and December, during off duty hours, will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay.

D. Management Employees (Sergeants) who must attend the monthly management meetings during off duty hours will receive a minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay unless the meeting is held contiguous to the employee’s regular shift, then it will be paid as actual time worked.

E. All Additional Staff Meetings, Training (including monthly K-9 training) or Range resulting in overtime will be calculated on actual hours worked at the rate of one and one-half (1.5) times the employee's regular rate of pay thereafter. No Minimum.

F. Sworn Employees:

Call Back to Duty: minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for safety officers called back to actual police duty (as defined as actual Law enforcement activities in the FLSA, 29 CFR 553.211(a) ). There shall be no minimum call back compensation if such time is scheduled contiguous to the employee’s regular shift, then it will be paid as actual time worked.

G. Non-Sworn Employees:
Call back to Work: minimum of four (4) hours pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for miscellaneous employees represented by the association. There shall be no minimum call back compensation if such time is scheduled contiguous to the employee’s regular shift, then it will be paid as actual time worked.

28. Shift Trading

Employees may trade shifts if:

a. The trading of time is done voluntarily by the employees participating in the program.

b. The shift supervisor and the Lieutenant approves the trade.

c. The period during which time is traded and paid back shall not exceed thirty (30) days.

d. As allowed by FLSA and notwithstanding any other provision of this section, any overtime hours that result from an employee's requested shift trade shall not be considered “overtime” for purposes of overtime compensation.

29. Accumulation Of Compensatory Time Off (CTO)

A. All overtime worked shall, at the option of the employee, be either paid in cash at one and one-half (1.5) times the employee's regular rate of pay or shall be accumulated as compensatory time at overtime rates up to a maximum of one hundred forty (160) hours to be taken off at a later time as designated by the employee, with the approval of the Chief of Police or his designee;

B. Any employee who exceeds the CTO cap will automatically receive payment of any overage on the next regular payday. Employees who are at or above the cap at the time this agreement is adopted will be allowed to maintain all accumulated compensatory time, but will not accrue additional time until such time as they fall below the cap.

C. An employee who has accrued compensatory time off shall be permitted by his/her supervisor to use such compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the City as determined by the Chief of Police or his/her designee. Compensatory time off shall be taken in quarter-hour increments.

D. Per 29 C.F.R 553.21, upon separation of employment with the City, the employee shall be paid for the unused time at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of employee's employment; or (2) the final regular rate received by such employee, whichever is higher.

E. Banked CTO time may be sold back two (2) times each Fiscal Year up to a maximum of 80 hours on the next regular payday provided the request is made at least one (1) week
prior to such payday.

Section XII: OTHER PAY

30. Uniforms

The City agrees to pay an annual uniform allowance to Police Employees representation unit employees as follows:

- Police Officers and Sergeants: $1000 per year for term of agreement
- Community Service Officer II*: $600 per year for term of agreement
- Records Clerk: $600 per year for term of agreement

*Note: The City agrees to reimburse up to two (2) designated field CSOs at the same rate as the Police Officers and Sergeants in recognition of animal control duties. Field CSOs are to be designated by the Chief of Police, or his designee. If a CSO spends a portion of the year in the regular position and a portion in the designated position, the uniform allowance will be prorated to reflect the portion of the year spent in each capacity.

The uniform allowance shall be made in two payments, semi-annually, by January 15 and July 15 of each year. The allowance is for the purchase, repair and maintenance of required uniform items not provided by the City.

31. Safety Equipment

The allowable amount to be loaned for equipment purchases will be $500. When available, grant funds and COPS money will be used to purchase protective armor vests for officers and sergeants. Since the City of Fortuna provides protective body armor vests for all sworn Officers, all Officers are required to wear their protective vests while working in full uniform during their regular duty patrol shift, unless specifically exempted by the Chief of Police.

32. Field Training Officers

The City agrees to pay an extra five percent (5%) salary adjustment to Field Training Officers as specifically assigned by the Chief of Police. There may be up to three (3) assigned FTOs at any given time.

33. Sergeant Assigned to Supervise Dispatch

The City agrees to pay $2,500 per year (added to base rate) to a Sergeant to supervise dispatch as specifically assigned by the Chief of Police.
34. K-9 Officers

It has been concluded that 30 minutes per day is the approximate time an officer spends caring, grooming, feeding and training the canine while off-duty and in the custody of the canine. Therefore, the City will pay the K-9 Officer 30 minutes per day while in the custody of the canine paid at the rate of time and one half (T-½) the hourly rate for K-9 duties ($22.11).

This payment will be calculated and paid out separately from any regular overtime paid to the K-9 Officer for normal law enforcement duties.

Pursuant to 29 Code of Federal Regulations Section 778.419, the City and FPEA understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties.

**Required** K-9 Training outside of a regularly scheduled workday shall be paid at T-1/2 of the officer’s regular rate of pay. Food, paid grooming, and veterinary expenses to be reimbursed.

Assignment of this position is at the discretion of the Police Chief.

35. Problem Oriented Policing Unit (POP) & Detective

The City agrees to pay a 5% incentive (added to base rate) for officers assigned to the POP Officer and Detective positions.

36. Animal Euthanasia

The Chief may designate two employees to perform animal euthanasia. At least one employee designated to this position will be a represented member of the FPEA. The second position will be at the discretion of the Police Chief. Each designated employee will be paid a monthly stipend of $150.00.

37. Out of Classification Differential Pay

Upon specific written assignment by the Chief of Police or a designee, an employee may be required, subject to employee agreement, to perform the duties in a job classification for which the rate of pay is greater than the employee's regular rate of pay. An employee so assigned for more than five (5) consecutive days shall receive an additional five percent (5%) of his or her base salary for all hours worked in such assignment. An employee so assigned shall not suffer any loss of benefits due to such assignment. Time worked in a higher rank shall not be credited toward the completion of probationary requirements in the higher rank.

38. Achievement Incentives
Certain members of the Association are eligible for incentives. Effective July 1, 2013, employees represented by the Association may have added to their base salary additional pay according to the following schedule:

<table>
<thead>
<tr>
<th>Position</th>
<th>Intermediate POST Certificate</th>
<th>Advanced POST Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>$3,300/year</td>
<td>$6,600/year</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$3,950/year</td>
<td>$7,900/year</td>
</tr>
<tr>
<td>CSO</td>
<td>$900/year</td>
<td>$1,800/year</td>
</tr>
</tbody>
</table>

Employees must provide proof of successful attainment of certificates in order to qualify for incentive pay (other than retention incentive).

If an Officer promotes to Sergeant, the incentives will be pro-rated to reflect the portion of the year spent in each position.

To remain eligible for said incentive pay an employee must maintain satisfactory job performance as determined by the Chief of Police. To qualify for the above incentive pay, Police Officers and Sergeants shall have a minimum of two years service with the Fortuna Police Department and shall have said incentive pay recommended by the Chief and approved by the City Manager.

39. Residency Incentive

As an incentive for employees to live within the city limits of the City, all Fortuna Police Employees representation unit employees who reside within 20 miles of the City of Fortuna shall receive $50.00 per month as additional compensation.

40. Employee Use of Park & Recreation Programs

A. The following programs are offered to City Employees free of charge:
   - President's Week – 4 days
   - Spring Break – 5 days
   - Summer Fun – 10 weeks
   - Thanksgiving Week – 3 days
   - Winter Break – up to 10 days
   - Public Skating at Rohner Park

B. Children of employees of the City of Fortuna may attend the summer and holiday programs the Parks & Recreation Department offer free of charge while employees are working between the program hours of 7:30am – 5:30pm.
C. Children are able to attend these programs only if the City employee is working. The only exception will be for the Police Department employees who work the graveyard shift. Their child(ren) may attend the program during hours following their shift.

D. Employees shall not bring their children to the program if the employee has taken the day off.

E. The following programs are offered to City Employees at half price:
   - Youth Basketball
   - Basketball Camp

41. Education and Training Reimbursement

A. As an incentive to employee education and training, the City will reimburse employees one time for successful completion of certain coursework and exams related to their employment with the City. Reimbursements must be pre-approved by the Department Head and City Manager, and reimbursement will be given following the satisfactory completion of the course and/or exam. Books and reusable materials will become the property of the City and will be made available for use by other employees.

B. In order to assist employees who may not be financially able to bear the costs while waiting for reimbursement, the City Manager may approve an employee’s written request to prepay costs associated with approved education and training. These costs will be paid only one time per class, test, or related education and training, regardless of whether the employee passes or fails. If any employee does not pass, the cost for any subsequent attempts for the same class, test or related education and training will be paid by the employee.

Section XIII: RETIREMENT SYSTEM

42. Retirement System

A. Non-sworn employees (PERS Local Miscellaneous Members) Retirement Formulas:

a. If employed on or after January 1, 2013, AND a “New” PERS member (New member as defined by PERS), employee shall receive the 2%@62(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 6.25% employee contribution is paid by the employee. For the 2% @ 62 formulas the employee contribution will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.

b. If employed on or after January 1, 2013, AND a “Classic” PERS member (Classic member as defined by PERS), employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 7% employee contribution is paid by the employee.
c. If employed on or after June 24, 2012, and prior to January 1, 2013, employee shall receive the 2%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 7% employee contribution is paid by the employee.

d. If employed prior to June 24, 2012, employee shall receive the 2.7%@55(Full) PERS retirement formula, with the final compensation defined as the single highest year. The 8% employee contribution is paid by the employee.

B. Sworn Employees (PERS Local Safety Members) Retirement Formulas:

a. If employed on or after January 1, 2013, AND a “New” PERS member(New member as defined by PERS), employee shall receive the 2.7%@57(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 11.5% employee contribution is paid by the employee. For the 2.7 % @ 57 formulas the employee contribution will change each fiscal year to be at least 50% of the normal cost rate as determined by PERS.

b. If employed on or after January 1, 2013, AND a “Classic” PERS member(Classic member as defined by PERS), employee shall receive the 3%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 9% employee contribution is paid by the employee.

c. If employed on or after June 24, 2012, and prior to January 1, 2013, employee shall receive the 3%@55(Modified) PERS retirement formula, with final compensation defined as the 36 highest paid consecutive months. The 9% employee contribution is paid by the employee.

d. If employed prior to June 24, 2012, employee shall receive the 3%@50(Modified) PERS retirement formula, with the final compensation defined as the single highest year. The 9% employee contribution is paid by the employee.

e. The City agrees to provide PERS "1959 Survivor Benefits, Third Level" for represented safety employees. Safety employees shall pay for this benefit.

Section XIV: MISCELLANEOUS

43. Personnel Evaluations

A. For probationary employees, a performance evaluation is required, at a minimum, every six months.

B. Permanent employees, shall be evaluated annually from the anniversary date of original hiring or current position.

C. If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation which shall be kept in the employee’s personnel file with the
contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.

D. A special employee performance evaluation may be done at any time to recognize exceptional, marginally acceptable, or unacceptable performance but would not be attached to a pay increase.

44. Citizen Complaints

The City and the Association agree that it is in the interest of the City, the citizens of Fortuna and the members of the Association that citizens' complaints be investigated promptly and resolved as quickly as possible. The following procedures will be used in handling citizen complaints:

A. Except in cases of emergency, whenever requested by the officer under investigation and prior to any interrogation based on a citizen's complaint that may lead to punitive action, the officer shall be provided with a statement, in writing, containing the nature and circumstances of the complaint.

B. Findings will be made on any citizen's complaint within one hundred twenty (120) days of the date the complaint is received and the Chief of Police will take such actions as are within his power within said one hundred twenty (120) days.

45. Use of Reserve Officers

In order to compensate for staffing deficiencies, the Chief of Police may assign Level One Reserve Officers to work paid shifts. Such assignments will not replace permanent positions. The Reserve Officers will perform basic police officer functions to assist and supplement existing patrol staff.

46. Personnel Rules

The City retains the right to amend and create personnel rules, provided they are not in conflict with specific provisions of this MOU. Where appropriate, City will meet and confer with applicable employee group or groups (Government Code Section 3300 and following), before amending or creating new personnel rules.

47. Fair Labor Standards Act

All positions included in this Memorandum of Understanding are covered by appropriate sections of the Fair Labor Standards Act of 1935, as amended.

48. Layoffs

Whenever in the judgment of the City Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the City Council may abolish a position in the classified service. Employees laid off or demoted under the provisions of this section shall be given at least two (2) weeks prior written notice.
In those cases wherein a classified employee is demoted in lieu of layoff, the employee who is placed in a lower job classification will be placed at the salary step representing the least loss in pay.

49. Maintenance of Operations

Both the City and the Association recognize that the need for continuous and uninterrupted operation of the City and the Police Department is of paramount importance. Therefore, the Association agrees that neither the Association nor any person acting officially on its behalf will cause, authorize, engage in, encourage or sanction a work stoppage, slow-down or picketing except for information picketing; nor will any employee represented by the Association engage in a concerted or collective action to withhold his or her services through the use of sick leave. It is further understood that if the City Manager has reason to believe a concerted action on the part of members of the Association to withhold their services through the use of sick leave is occurring he may request any employee absent from work on sick leave to provide a certificate from a licensed medical doctor stating the nature of the employee's illness and the need for his absence from work. Failure of any employee to satisfactorily provide such certificate will be grounds for disciplinary actions, including dismissal.

50. No Strike and Lockout

During the term of this agreement, the City agrees that it will not lock out employees; and the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage, or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

51. Waiver Clause

City and Association agree that, for the life of this agreement, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this Agreement, notwithstanding any other provisions of law to the contrary.

52. Full Understanding and Modification

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. Any modification or amendment to this MOU must be agreed to in writing by both the Association and the City.
53. Term of Agreement

This Agreement shall be effective from July 1, 2017 and shall continue in effect through June 30, 2019.

54. Notification Procedure

The Association will notify the City by November 15, 2018 of its intent to open contract meet and confer sessions for the following fiscal year. Absent notification, the existing Agreement will remain in effect until June 30, 2019. The City may reopen contract meeting and conferring if necessary.

55. Savings Clause

If any section or subsection of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, all other sections or subsections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any section or subsection of this Agreement, the City and the Association agree to meet within thirty (30) days for the purpose of meeting and conferring over said section or subsection.

City of Fortuna
Fortuna Police Employees
Association

Mark Wheelley,
City Manager
Date
Charles Ellebrecht, President
Date
Siana L. Emmons
City Clerk/Human Resources
Manager
Date
CITY OF FORTUNA - MEMORANDUM

TO: Fortuna Police Employees Association (FPEA)
FROM: Fortuna City Council
SUBJECT: Tentative Agreement – MOU for F/Y 2017/18 and 2018/19
DATE: September 20, 2017

Through our respective labor negotiators, the City of Fortuna and the Fortuna Police Employees Association have tentatively agreed on the following issues and updates to be incorporated into a new two-year labor agreement Memorandum of Understanding as follows:

I. Contingent upon a signed agreement between the FPEA and the City of Fortuna for a new two-year MOU, Council offers an across the board .50 cent per hour increase for all FPEA members for Fiscal Year 2017/2018; with a $1.00 across the board increase for all FPEA members for Fiscal Year 2018/2019.

II. DISPATCH SUPERVISOR INCENTIVE: $2,500 (Retroactive to first pay period of July 2017 if MOU is signed by September 30, 2017).

III. SRO 5-8 WORK WEEK: Contingent upon a signed agreement between the FPEA and the City of Fortuna for a new two-year MOU. Council has tentatively agreed to include a provision allowing the School Resource Officer to work a regular shift of five – eight hour shifts per week.

IV. PAY INCENTIVES FOR POP AND DETECTIVE POSITIONS: Contingent upon a signed agreement between the FPEA and the City of Fortuna for a new two-year MOU. Council has tentatively agreed to include a 5% incentive added to base pay for officers when assigned to the POP Officer and Detective positions. (Retroactive to first pay period of July 2017 if MOU signed by September 30 2017).

V. MEDICAL / CALPERS INCREASES: Due to an urgency requiring the City to establish REMIF medical costs by 7/1/17. Council and the FPEA have both agreed the City will cover 80% of all medical insurance premium increases, while FPEA member employees will cover the remaining 20% of all medical insurance premium increases.

VI. CTO BANK – MAXIMUM HOURS AND BUYBACKS: Contingent upon a signed agreement between the FPEA and the City of Fortuna for a new two-year MOU. Council has tentatively agreed to:
   • Increase CTO banks to a maximum of 160 hours.
   • Banked CTO time may be sold back two (2) times each Fiscal year to a maximum of 80 hours.
VII. Remove the following "Me Too" language from the MOU (Section VIII. SALARIES -Pages 8 of 27):

Section VIII. SALARIES

7. Salary Adjustments

Due to the demanding fiscal constraints facing the City of Fortuna, the FPEA and the City agree it is, at this time, in the City's best interest and is the City's intent to treat all City employees fairly and equitably. Therefore, the parties agree that, during the term of this agreement, should any other City employees (to include all recognized bargaining units, management and confidential employee group, Department Heads and elected officials) receive a cost-of-living increase to wages, other than a merit increase or previously negotiated contractual wage increase, all members of this representation unit shall receive the same percentage increase, to be effective on the same date.

If during the effective time period of this agreement, the Fortuna Police Employees Association (FPEA) receives a salary COLA or a change in Health Care Costs included in this agreement, the members of FEA shall receive the same COLA and/or Health Care Cost change at the same time.

VIII. Change from the current irregular merit increase system to a policy where employees meeting performance standards would receive automatic merit increases based on time in service at standardized percentage increases.

IX. Two Year Contract Period: The new MOU would be retroactive to July 1, 2017 and continue through June 30, 2019.

X. Upon, preliminary analysis of how a step system would affect employees it was found that the average employee would receive somewhere between 10 and 60 cents per hour, with the average being approximately 25 cents an hour. HOWEVER, this would NOT be guaranteed, in a rare circumstance it is plausible that if an employee is at the very bottom of their pay scale and the new step system happened to land on that same hourly pay then that employee would not receive any additional pay due to the change. To find out exactly how much of a raise this would constitute, the Finance Department will need to do individual calculations for each and every individual employee.

XI. Council and staff is currently reviewing the 2016/2017 MOU document for “housekeeping” issues that may need to be cleaned up such as needed updates, errors, typos, clarifications, etc.

XII. Time is of the essence! To avoid creating an extreme hardship for the Finance Department, Council cannot approve retroactive pay raises any later than September 30, 2017. In order for the Finance Department to have sufficient time to process retroactive pay increases to the first pay period of July 2017, the FPEA must formally ratify approval of the new MOU no later than September 15, 2017. The City Council has directed staff to schedule a special meeting on September 25th at 4:00p.m. for the Council to formally ratify the new MOU which will meet the September 30th deadline.
We attest to this tentative agreement which is set to be formally ratified at a special City Council meeting meeting at 4:00 p.m. on Monday September 25, 2017.

Sue Long
Mayor

Date 9/22/17

Mark Wheelley
City Manager

Date 9/22/17

Charles Ellebrecht
FPEA President

Date 9/21/17

Randal Mendosa
Chief Labor Negotiator

Date 9/20/17
DATE: September 25, 2017

TO: Honorable Mayor and Council Members

FROM: Randy Mendosa, City Labor Negotiator

THRU: Mark Wheetley, City Manager

SUBJECT: Establish and Authorize Supplemental Compensation and Benefits for Management and Confidential Employees

STAFF RECOMMENDATION:
Staff is recommending the Council Consider establishing and authorizing supplemental compensation and benefits for management and confidential employees; Resolution 2017-33

EXECUTIVE SUMMARY:
The City’s Management and Confidential employee classifications consist of both sworn (police) and general employees that are unrepresented, which means they have not engaged in collective bargaining with the City on matters related to wages, benefits and other terms and conditions of employment. As negotiations for Memorandum of Understandings (MOU’s) are reaching conclusion for the represented employee groups, it is recommended that Council also consider addressing wages, benefits and other terms and conditions of employment that pertain to the City’s unrepresented classifications.

Although the Management and Confidential employees have not negotiated and therefore do not have an MOU per se, I have drafted a Supplemental Compensation and Benefits Resolution, for Council consideration that is intended to operate in much the same way as an MOU.

This Resolution can be amended if Council authorizes future changes in compensation and benefits for these unrepresented classifications. While not specifically outlined in the current draft Resolution, the unrepresented group is requesting that Council will take this into consideration at times and in amounts generally consistent with settlements negotiated with the City’s employee groups which consist of the Fortuna Police Employees Association (FPEA) and the Fortuna Employees Association (FEA).

RECOMMENDED COUNCIL ACTION:
1. Receive staff presentation and review Council questions with staff
2. Open Public Comment
3. Close Public Comment
4. Motion to Adopt Resolution 2017-33, and read by title only. Roll Call vote.

ATTACHMENTS:
- Resolution 2017-33; A Resolution Of The City Council Of The City Of Fortuna Establishing And Authorizing Supplemental Compensation And Benefits For Management And Confidential Employees
RESOLUTION NO. 2017-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORTUNA ESTABLISHING AND AUTHORIZING SUPPLEMENTAL COMPENSATION AND BENEFITS FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES

Effective July 1, 2017

BE IT RESOLVED by the City Council of the City of Fortuna that the following list of management and confidential classifications, which are not represented by a union or association, shall receive the supplemental compensation and benefits contained within.

<table>
<thead>
<tr>
<th>Senior Management Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Clerk Human Resource Manager</td>
</tr>
<tr>
<td>Finance Director</td>
</tr>
<tr>
<td>Police Lieutenant</td>
</tr>
<tr>
<td>Deputy Director of Community Development</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mid-Management Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Services Superintendent</td>
</tr>
<tr>
<td>WWTP Chief Plant Operator/Utility Superintendent</td>
</tr>
<tr>
<td>Recreation/Transit Supervisor</td>
</tr>
<tr>
<td>Police Office Supervisor</td>
</tr>
<tr>
<td>Deputy Director of Public Works</td>
</tr>
<tr>
<td>River Lodge Manager</td>
</tr>
<tr>
<td>Engineering Technician III</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Confidential Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll/Benefits Administrator</td>
</tr>
<tr>
<td>City Manager’s Office Sr. Administrative</td>
</tr>
<tr>
<td>Senior Account Clerk</td>
</tr>
<tr>
<td>Assistant</td>
</tr>
</tbody>
</table>

Those employees identified above shall receive the following supplemental compensation and benefits to be administered in accordance with the Personnel Rules and Regulations.

It is further noted that per The City of Fortuna Personnel Rules and Regulations, Department Heads are considered “At Will” and not part of the Competitive Service.

SECTION 1. SALARIES

1a. Salary Adjustments

All unrepresented employees will receive a $0.50 per hour COLA increase for Fiscal Year 2017/18, and a $1.00 per hour COLA increase for Fiscal Year 2018/19. The $0.50 per hour COLA for Fiscal Year 2017/18 shall be retroactive to July 1, 2017.

1b. Longevity Pay

Upon completion of ten (10) years of continuous employment with the City of Fortuna, eligible employees in good standing shall receive an additional 5% of their base salary as longevity pay.

SECTION 2. HEALTH & WELFARE

The City agrees to provide medical, dental, vision and life insurance for employees in the Unrepresented Fortuna Employees Group in the same manner as for employees with the Fortuna Employees Association.
2a. Employees in the Unrepresented Group shall pay the same cost share allocations, including insurance premium increases. For the fiscal year July 1, 2017– June 30, 2018, for all unrepresented employees, the employee contribution towards medical, dental, vision, life insurance, and employee assistance program (EAP) shall be as follows:

<table>
<thead>
<tr>
<th>2017-18 Monthly Costs</th>
<th>With $250 Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employee</td>
</tr>
<tr>
<td>Medical- Anthem/Blue Cross</td>
<td>$723.00</td>
</tr>
<tr>
<td>Vision-VSP</td>
<td>$18.20</td>
</tr>
<tr>
<td>Dental-Delta Dental</td>
<td>$52.00</td>
</tr>
<tr>
<td>Life (10,000)</td>
<td>$1.65</td>
</tr>
<tr>
<td>Employee Assistance Program</td>
<td>$2.72</td>
</tr>
<tr>
<td>Total insurance costs</td>
<td>$797.57</td>
</tr>
<tr>
<td>Amount paid by City</td>
<td>$720.81</td>
</tr>
<tr>
<td>Amount paid by Employees (Monthly)</td>
<td>$76.76</td>
</tr>
</tbody>
</table>

2b. Any increase or decrease (without going below the minimum monthly contribution of $50/$75/$100) in premiums will be split between the City at 80% and the employee at 20%.

2c. The City will provide a vision plan and a dental plan through the Redwood Empire Municipal Insurance Fund (REMIF) for all eligible unrepresented employees. Vision and dental coverage are optional; however, if an employee declines the coverage the amount paid by the employee will stay the same.

2d. Life insurance is provided for full-time City employees under REMIF. The City contributes the premium for ten thousand dollars ($10,000) term life insurance per employee.

2e. Cal Ore Life Flight benefits will be provided for all full time benefitted employees and their household through the REMIF plan. Employees who opt-out will not be eligible but will have the option to purchase Cal Ore Life Flight benefits at the City’s rates.

2f. The City offers an employee assistance program that offers 24/7 counseling, nursing, legal, and financial assistance for employees. The City pays this benefit in full for all full time employees.

2g. The City will provide access to Aflac supplemental insurance options to all City employees. Premiums for supplemental insurance are to be paid by the employee and may be set up on a “pre-tax” payment schedule.

SECTION 3. OPTING OUT OF MEDICAL COVERAGE

3a. Under the following circumstances, an employee may decline medical coverage, and receive 75% of the employee only (single person) medical insurance premium:

1. The medical insurance plan must allow an employee to decline coverage, and the employee can meet any and all requirements for opting out of coverage.
2. The employee must provide written proof of other coverage.

3. All local, federal and state laws must be observed, as well as conditions of any contract into which the City has entered, or will enter; particularly the Section 125 plan the City has in place.

3b. This Resolution provides for employees to opt out of the medical insurance coverage and receive $542.26 per month (75% of the employee-only medical premium of $723.00). In order to exercise this option, an employee must provide evidence of other insurance coverage provided by a member of his/her immediate family. If an employee does opt out, he/she will not be eligible to come back into the City plan until the next open enrollment period, or in the case of a qualifying event as stated in the medical insurance contract.

3c. If an employee chooses to “opt out” of the medical coverage, the employee will still have the option to be covered for Vision and Dental only. The cost to the employee would be the minimum monthly contribution rate of: $50 single/$75 Employee +1/$100 Employee +2, respectively for both, as a package. The employee share for the Vision/Dental package will be deducted from the employee’s bi-weekly paycheck twice a month split in equal amounts if you choose this option.

SECTION 4. STATE DISABILITY PROGRAM

4a. All employees covered by this Resolution are required to enroll for State Disability Insurance (S.D.I.) benefits. S.D.I. benefits shall be integrated with sick leave benefits. S.D.I. premiums are to be paid by the employee.

4b. SDI benefit as determined by the State will be applied first. Long Term Disability benefits, if applicable, will be applied second. Accrued sick leave, vacation, and approved personal leave will then be applied in a proportionate amount which, when added to SDI, will provide compensation equal to the employee’s regular wage or salary. Under no circumstances will an employee be permitted to aggregate SDI, or other benefits in an amount exceeding the employee’s regular wage or salary.

SECTION 5. HOLIDAY BENEFITS AND PAID LEAVES

5a. Vacation

The vacation schedule for all unrepresented employees shall be as follows:

<table>
<thead>
<tr>
<th>Full Years of Service Completed by Employee</th>
<th>Number of Working Days of Vacation Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 6 years</td>
<td>80 Hours annually</td>
</tr>
<tr>
<td>7 through 11 years</td>
<td>120 Hour annually</td>
</tr>
<tr>
<td>12 years and Over</td>
<td>160 Hours annually</td>
</tr>
</tbody>
</table>

5b. Vacation leave may be taken as it accrues, after one year of employment. Each unrepresented employee shall be granted at least ten (10) days of vacation per calendar year provided the employee has vacation time accrued.

5c. An employee who becomes ill or has a family medical emergency during his or her scheduled vacation may elect to use sick leave or family sick leave in lieu of vacation time, provided the department head is notified at the beginning of the illness, injury or emergency and; provided further the employee, upon return from vacation provides the Human Resources Manager with a certificate from a medical doctor stating the nature and extent of the employee’s illness or injury during his or her vacation.
SECTION 6. ACCRUED VACATION / SICK LEAVE RECORDS

The City will provide each employee on a bi-weekly basis a record of accrued vacation and sick leave which the employee has earned. Vacation may be accumulated up to an amount equal to an employee's allowable vacation credits for two (2) years. Once an employee has reached the maximum accumulation limit for vacation leave, the employee will cease accruing additional vacation benefits until the employee has used a portion of his or her accrued vacation and reduces his or her balance below the maximum accumulation limit. Thereafter, vacation benefits will again begin to accrue, on a prospective basis only, until the employee again reaches the maximum accumulation limit.

SECTION 7. ANNUAL VACATION BUYBACK PROGRAM

On an annual basis the City agrees to allow those employees covered by this Resolution to sell up to one hundred (100) hours of vacation. The minimum leave time which may be subject to the buyback is eight (8) hours.

Vacation time may be sold back two times each fiscal year to a maximum of 100 hours. In order to participate in this program, the employee must return a form approved by the department director that is dated and signed. Payment will be made at the regular pay rate as of the date the form is submitted to the Finance Department. Vacation time cashed out pursuant to this provision shall be subtracted from the employee’s accumulated vacation time balance when paid. Upon separation, all unused accrued vacation leave shall be paid in cash to the employee at his or her regular rate of pay.

SECTION 8. ADMINISTRATIVE TIME/MANAGEMENT LEAVE

All exempt management level staff are entitled to Administrative Time or Management Leave to be accrued on July 1st of each year. New employees hired throughout the year will receive pro-rated management leave. Administrative Time is a management level benefit that represents the time requirement for managers in the public sector, to work on organizational meetings or other work related tasks, outside the regular work period. Management leave is over and above vacation entitlement, in lieu of overtime pay or compensation time off and is allocated as follows:

- Department Director: 80 Hours
- Police Lieutenant: 80 Hours
- Division Head: 40 Hours
- All other Unrepresented - Exempt Management Employees: 20 hours

SECTION 10. HOLIDAYS

9a. The City agrees to pay all full-time regular unrepresented employees for twelve (12) holidays per year. Recognized holidays are: New Year's Day, the day observed as President’s Day, Memorial Day, Independence Day, Admission Day, Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and any other day proclaimed by the Fortuna City Council as a public holiday, day of mourning or day of thanksgiving. Employees shall receive eight (8) hours of pay for a holiday.

9b. The City agrees to allow four (4) floating holidays for all unrepresented employees covered by this Resolution in exchange for Admission Day, Columbus Day, Martin Luther King Day, and Veterans Day Holidays. Floating holidays will be accrued at the time the actual holidays occur.
holidays may be accrued up to a maximum of 10 days. The timing of taking the floating holidays shall be subject to approval of the Department Head.

9c. Unrepresented employees who are not “exempt” managers, who are required to work on a holiday (except Admission Day, Columbus Day, Martin Luther King Day, or Veteran’s Day) will be compensated at one and one-half times the regular rate of pay for all such time worked and may be given an equivalent amount of time off in the same pay period or bank the time as CTO not to exceed the maximum one hundred sixty (160) hours.

SECTION 10. SICK LEAVE

Sick leave is a benefit, and should be used only when necessary. The accrual rate for sick leave is 8 hours for each calendar month of service.

10a. Sick leave shall not be considered a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Sick leave may be used, with prior department head approval, for medical, eye or dental related appointments.

10b. Employees who have accumulated four hundred eighty (480) or more hours of sick leave may on an annual basis convert any sick leave accumulated over four hundred eighty (480) hours to a cash payment at twenty-five percent (25%) of the value of said sick leave time over four hundred eighty (480) hours.

10c. In order to receive compensation while absent on sick leave, the employee shall notify his or her department head prior to, or within thirty (30) minutes after the time set for beginning his or her daily duties, or as may be otherwise specified by the employee's department head. Failure to do so without good reason shall result in that day of absence being treated as leave of absence without pay and may result in disciplinary action.

SECTION 11. FAMILY SICK/BEREAVEMENT LEAVE

11a. An employee may be granted up to forty-eight (48) hours per fiscal year for family sick leave with pay, per California Labor Code Section 233, utilizing an employee’s accumulated sick leave for family illness purposes. Family sick leave is applicable when the employee's presence is necessary to provide or arrange proper care for the employee's ill child or an ill member of the employee's immediate family or immediate household. For family sick leave purposes, immediate family member shall include spouse, domestic partner, parents, children and other close relatives, with the approval of the Department Head. Misuse of family sick leave privileges is grounds for disciplinary action.

Family sick must be taken in not less than quarter hour increments.

11b. An unrepresented employee may be granted up to forty (40) hours bereavement leave with pay. Bereavement leave is applicable when death occurs in the employee's immediate family. Such family shall include spouse, domestic partner, parents, children, stepchildren, children of a domestic partner, grandparent, grandchild, brother, sister, mother/father-in-law, parent of a domestic partner, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or other person as approved by the Personnel Officer. Misuse of bereavement leave privileges is grounds for disciplinary action. Bereavement leave shall be approved by the City Manager.

11c. For purposes of this section, domestic partner means an individual as defined in Family Code section 297 et seq.
SECTION 12. JURY DUTY

12a. Any Unrepresented employee who is required to report for jury duty shall receive full pay for such absence from duty provided the employee endorses to the City any checks or warrants received in payment for jury duty exclusive of mileage for personal vehicles or other out-of-pocket expenses incurred due to jury duty and provides verification of jury duty service.

12b. An Unrepresented employee summoned to serve on a jury must notify his or her supervisor or Department Head as soon as possible after receiving notice of both possible and actual jury service.

12c. Time spent on Jury Duty is not work time for purposes of calculating overtime compensation.

SECTION 13. HOURS OF WORK AND OVERTIME

Non-Management Unrepresented Employees

13a. For Non-Management Unrepresented Employees the normal work period shall consist of forty (40) hours worked within seven (7) consecutive days beginning at 12:00 a.m. Sunday and ending 11:59 p.m. on the second successive Saturday, except as otherwise designated for employees on a flexible schedule approved in writing by both the Department Head and City Manager.

13b. Schedule of alternative work hours may be established by the Department Head with the approval of the City Manager. The Department Head, with the approval of the City Manager, may change the work week hours at any time.

13c. Overtime is defined as hours worked in excess of forty (40) hour per week. Non-management employees will not work overtime without prior authorization from their supervisor or department head, except in case of emergency.

13d. Unless otherwise specified overtime shall be paid at the rate of one and one-half (1-1/2) times the non-management employee's regular rate of pay. The non-management employee shall have the choice of taking overtime in cash or compensatory time off.

13e. For all unrepresented positions eligible for overtime and for the purpose of overtime calculations, the base rate will include incentive pay, longevity pay, and special assignment pay as applicable.

SECTION 14. ACCUMULATION OF COMPENSATORY TIME OFF (CTO)

Non-Management Unrepresented Employees

14a. In the event that overtime must be incurred, non-management unrepresented employees will have two options: 1) be paid at one and one-half (1.5) times the employee's regular rate of pay, or 2) accumulate at one and one-half (1.5) times the employee's regular rate of pay up to a maximum of one hundred sixty (160) hours as compensatory time to be taken off at a later time as requested by the employee, and approved by the Department Head.

14b. Once an eligible unrepresented (non-management) employee has banked a maximum of 160 hours of compensatory time, any additional overtime will be paid to the employee.

14c. Unrepresented non-management employees may sell back up to 80 hours of banked CTO time up to two times per fiscal year.

14d. Any Unrepresented Non Management employee who has accrued compensatory time off may be permitted by his/her supervisor to use such compensatory time within a reasonable period of time if the use of compensatory time does not unduly disrupt the operations of the City.

14e. Compensatory time off must be used in increments of not less than one-quarter hour.
SECTION 15. PROTECTIVE FOOTWEAR / BUSINESS APPAREL

15a. All unrepresented employees are eligible for the Protective Footwear/Business Apparel allowance. Upon proof of purchase from a Fortuna merchant, the City will reimburse up to $200.00 per fiscal year (July 1 to June 30) for the purchase of work boots and/or business attire based on job classification. Eligible employees may combine two (2) years for a total of $400.00. An authorization form is to be obtained from the Finance Department prior to purchase.

15b. The Police Lieutenant is eligible for an annual Uniform/Duty Gear allowance made in two payments, by January 15 and July 15 of each year. The maximum allowance shall be $1,000.00 per year.

SECTION 16. RESIDENCY INCENTIVE

16c. As an incentive for employees to live within the city limits of the City, eligible unrepresented Fortuna employees who reside within 20 miles of the City of Fortuna shall receive $50.00 per month as additional compensation.

SECTION 17. EMPLOYEE USE OF PARK & RECREATION PROGRAMS

17a. The following programs are offered to unrepresented City employees free of charge:
   - President's Week – 4 days
   - Spring Break – 5 days
   - Summer Fun – 10 weeks
   - Thanksgiving Week – 3 days
   - Winter Break – up to 10 days
   - Public Skating at Rohner Park

17b. Children of employees of the City of Fortuna may attend the summer and holiday programs the Parks & Recreation Department offer free of charge while employees are working between the program hours of 7:30am – 5:30pm.

17c. Children are able to attend these programs only if the City employee is working. The only exception will be for the Police Department employees who work the graveyard shift. Their children may attend the program during hours following their shift.

17d. Employees shall not bring their children to the program if the employee has taken the day off.

17e. The following programs are offered to Unrepresented City Employees at half price:
   - Youth Basketball
   - Basketball Camp

SECTION 18. EDUCATION AND TRAINING REIMBURSEMENT

18a. As an incentive to employee education and training, the City will reimburse employees for successful completion of coursework and exams related to their employment with the City. Reimbursements must be pre-approved by the Department Head and City Manager. Reimbursement will be given following the satisfactory completion of the course and/or exam. To ensure adequate funds are available in department budget(s), requests for reimbursement must be made and approved by the City Manager no later than March 1st. Books and reusable materials will become the property of the City and will be made available for use by other employees.
SECTION 19. MISCELLANEOUS

19.a Unrepresented employees shall be eligible to receive step increases when applicable under the same system as afforded to the Fortuna Employees Association (for non-sworn employees) and the Fortuna Police Employees Association (for sworn employees).

PASSED AND ADOPTED on this 25th day of September 2017 by the following vote:

AYES:
NOES: None
ABSTAIN: None
ABSENT: None

______________________
Sue Long, Mayor

ATTEST:

________________________
Siana L. Emmons, City Clerk
DATE: September 25, 2017

TO: Honorable Mayor and Council Members

FROM: Aaron Felmllee, Finance Director

THRU: Mark Wheetley, City Manager

SUBJECT: Approval of Full-Time and Part-Time Salary Classifications and Schedules for Fiscal Year 2017/2018

STAFF RECOMMENDATION:

Staff is recommending the Council consider approving the Full-Time and Part-Time Salary Classifications and Schedules for Fiscal Year 2017/2018; Resolution 2017-34 and Resolution 2017-35

EXECUTIVE SUMMARY:

The adoption of the Salary Schedules has been put off schedule this year due to delays with the Budget and Negotiations processes. The Salary Classifications and Schedules are a separate City planning document, differentiated from the Budget and Negotiations process, and therefore requires its own resolution to be adopted.

The 2017-18 full-time Salary Schedule represents a $0.50 an hour COLA for all FEA, FPEA and unrepresented/confidential employees that was part of the adopted MOU’s. The 2017-18 part-time Salary Schedule also includes a $0.50 an hour increase for all eligible positions. The salary schedules include changes as the City has chosen to convert from the current merit system to a step system. The step system is comprised of 6 steps each representing a 4% increase from the previous step. Step 0 is the normal beginning pay rate. An employee who starts at step 0 will have the opportunity to move to step 1 at the employees 6-month review with the Department Heads recommendation. Moving from step 0 to step 1 will not be paid retroactively but paid from the time the review occurs. If an employee is not recommended to move from step 0 to step 1 at the 6-month review they will receive the step increase on the employee’s anniversary date. Moving from step 1 to step 2, step 2 to step 3, step 3 to step 4 and step 4 to step 5 will occur each year on the employee’s anniversary date. These step moves will be paid retroactively to the employee’s anniversary date.

Each position was placed in the comparable classification as the previous salary schedule with the exception of two new classifications being added and two classifications being changed. Salary classification and schedule changes are outside MOU discussions and based upon job requirements, duties and responsibilities.

The budget process yielded 2 new positions being added this fiscal year that had previously been vacant for many years. Any time a position is vacant for an extended period of time it is prudent for staff to review the job duties and responsibilities as well as the job classification. The first new position staff reviewed was the Parks and Recreation Director. After writing a new job description staff found it appropriate to place the Parks and Recreation Director in Step F54. The same was found for the second new position being
added, the Utilities Superintendent. Step F54 was deemed appropriate after review of the job duties and responsibilities.

Staff reviewed the job classifications/descriptions of certain current staff as well and found that two classifications did not match what was required for the job. The first position change is the Laboratory Director moving from salary classification F32 to F39. The Public Works Director requested this change due to “The lab director is a position that requires a high level of responsibility, several certifications, management and training of wastewater staff and is equivalent in complexity and responsibility level to a Treatment Plan Shift Supervisor”. The second change is the Recreation Supervisor moving from F12 to F20. The Interim Parks Director requested this due to the position “requiring planning, hiring, and implementation of the City’s recreation program” and being so close to minimum Wage. It is common practice that a supervisor earn a minimum of 5% more that those they directly supervise. In the current case this position could end up earning less than those they directly supervise. These adjustments were made in an effort to align job descriptions and assignments with the appropriate job classification.

RECOMMENDED COUNCIL ACTION:

1. Receive staff report and review questions with staff
2. Open Public Comment
3. Close Public Comment
4. Motion to adopt Resolutions 2017-34 and 2017-35; and read by titles only. Roll Call vote.

Attachment:

A. FY 2017-18 Full-time Salary Schedule
B. FY 2017-18 Part-time Salary Schedule
C. Resolution 2017-34: A Resolution Of The City Council of the City Of Fortuna Amending The Full-time Salary Classification and Schedule For Fiscal Year 2017/2018
D. Resolution 2017-35: A Resolution Of The City Council of the City Of Fortuna Amending The Part-time Salary Classification and Schedule For Fiscal Year 2017/2018
RESOLUTION NO. 2017-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORTUNA AMENDING THE FULL-TIME SALARY CLASSIFICATION AND SCHEDULE FOR FISCAL YEAR 2017/2018

WHEREAS, the City Council desires to establish a Salary Schedule for Fiscal Year 2017/2018 for all Full-time employees; and

WHEREAS, the Salary Schedule will be effective retroactively to July 1st, 2017; and

WHEREAS, this Resolution shall supersede all previous full-time salary schedules and wage plans.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fortuna that all appointed officers and employees shall be compensated as shown in “Attachment A” of this Resolution.

PASSED AND ADOPTED on this 25th day of September 2017 by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN:

____________________________________
Sue Long, Mayor

ATTEST:

____________________________________
Siana Emmons, City Clerk
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## FY 2017-18 Full-time Salary Schedule
### City of Fortuna

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**KEY:**
(1) Represented; Fortuna Employees Association
(2) Represented; Fortuna Police Employees Association
(3) Unrepresented; Confidential
(4) Unrepresented; Mid-Management
(5) Unrepresented; Senior-Management
RESOLUTION NO. 2017-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FORTUNA AMENDING THE PART-TIME SALARY CLASSIFICATION AND SCHEDULE FOR FISCAL YEAR 2017/2018

WHEREAS, the City Council desires to establish a Salary Schedule for Fiscal Year 2017/2018 for all Part-time employees; and

WHEREAS, the Salary Schedule will be effective October 1st, 2017; and

WHEREAS, this Resolution shall supersede all previous part-time salary schedules and wage plans.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Fortuna that all appointed officers and employees shall be compensated as shown in “Attachment B” of this Resolution.

PASSED AND ADOPTED on this 25th day of September 2017 by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

______________________________
Sue Long, Mayor

ATTEST:

______________________________
Siana Emmons, City Clerk
## FY 2017-18 Part-time Salary Schedule
### City of Fortuna

**Effective 10/1/2017**

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<th>Step No.</th>
<th>Base</th>
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</table>

* This Classification includes but is not limited to Retired Annuitants, Special Projects Consultants, and Interim Employees. Hourly wage is dependent upon qualifications and positions hired for. Does not participate in COLA/pay adjustments.

**KEY:**
- **R:** Regular Part-time; Minimum of 29 hours per week, or 126 hours per month, or 1,508 hours per calendar year. (Year-round positions)
- **S or OC:** Seasonal or On Call; Maximum of 6 months per calendar year, or maximum of 1,000 hours per calendar year. (Seasonal or On Call part-time employees cannot work year round but can be called back year after year)
- **T:** Temporary Part-time; Job assignment not to exceed one year (12 consecutive months). (One-time projects, not subject to call back year after year)