

RESOLUTION NO. 7597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR EMPLOYEES REPRESENTED BY THE ARCADIA FIRE FIGHTERS' ASSOCIATION ("AFFA") FOR JULY 1, 2024, THROUGH JUNE 30, 2027


THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA DOES
HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves that certain Memorandum of Understanding ("MOU") by and between the City of Arcadia and the Arcadia Fire Fighters' Association dated effective as of July 1, 2024, a copy of which is attached hereto. The City Manager is hereby authorized and directed to execute this Memorandum of Understanding on behalf of the City. The salary and benefits for employees represented by AFFA shall be those set forth in the MOU.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.


[SIGNATURES ON THE NEXT PAGE]

Passed, approved, and adopted this 24th day of September, 2024.




Mayor of the City of Arcadia

ATTEST:



City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF ARCADIA)

I, LINDA RODRIGUEZ, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7597 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a special meeting of said Council held on the 24th day of September, 2024 and that said Resolution was adopted by the following vote, to wit:

AYES: Cheng, Wang, and Cao

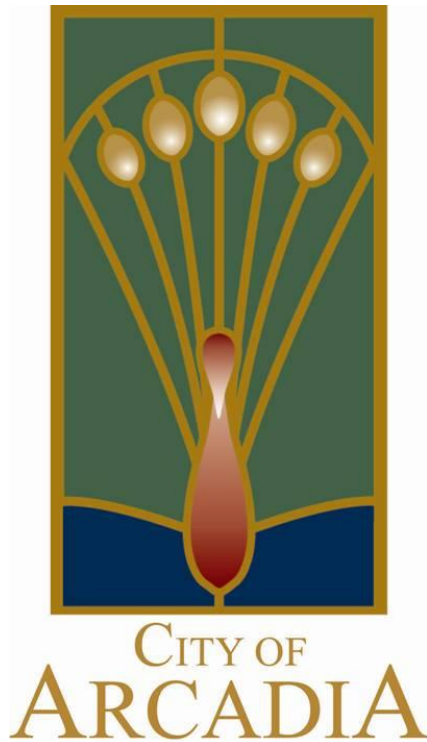
NOES: Verlato and Kwan

ABSENT: None



Clerk of the City of Arcadia

**CITY OF ARCADIA
AND
ARCADIA FIRE FIGHTERS' ASSOCIATION**



**MEMORANDUM OF UNDERSTANDING
JULY 1, 2024- JUNE 30, 2027**

Contents

ARTICLE I.	1
Section A. PARTIES AND RECOGNITION	1
Section B. APPROPRIATE UNIT	1
Section C. MUTUAL RECOMMENDATION	1
ARTICLE II.	1
Section A. TERM	1
Section B. MAINTENANCE OF BENEFITS	1
Section C. SAVINGS CLAUSE	2
Section D. STATE AND FEDERAL LAWS	2
ARTICLE III. ASSOCIATION RIGHTS	2
Section A. RIGHT TO JOIN	2
Section B. USE OF BULLETIN BOARDS	2
Section C. NEW EMPLOYEE ORIENTATION	2
Section D. ACCESS TO FACILITIES	3
Section E. REASONABLE NOTICE	3
ARTICLE IV. MANAGEMENT RIGHTS	4
ARTICLE V. COMPENSATION	4
Section A. CLASSIFICATIONS/SURVEYS/STUDIES	4
Section B. PROMOTION AND/OR ADVANCEMENT IN RATE OF COMPENSATION	5
Section C. EDUCATIONAL INCENTIVE COMPENSATION	6
Section D. STEP INCREASE PERCENTAGES	7
Section E. FIRE PREVENTION BUREAU ASSIGNMENT	7
Section F. CAPTAIN II COMPENSATION	7
Section G. ADMINISTRATIVE/TRAINING CAPTAIN COMPENSATION	7
Section H. URBAN SEARCH AND RESCUE COMPENSATION (USAR)	8
Section I. OUT OF RANK PARAMEDIC COMPENSATION	8
Section J. COMPANY OFFICER COMPENSATION	8
Section K. SPECIAL ASSIGNMENT COMPENSATION	8
Section L. MOVIE DETAIL	9
ARTICLE VI. OVERTIME	9
Section A. FAIR LABOR STANDARDS ACT	9

Section B.	MINIMUM CREDIT AND EMERGENCY RECALL	9
Section C.	SHIFT EXCHANGES	10
Section D.	EARLY RELIEF.....	10
Section E.	SHIFT SCHEDULE	10
ARTICLE VII.	LONGEVITY PAY.....	11
ARTICLE VIII.	RETIREMENT	11
Section A.	EMPLOYEES HIRED PRIOR TO JULY 1, 2011	11
Section B.	EMPLOYEES HIRED ON OR AFTER JULY 1, 2011 BUT BEFORE OCTOBER 9, 2011	13
Section C.	EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CALPERS MEMBERS.....	14
Section D.	NEW CALPERS MEMBERS HIRED AFTER JANUARY 1, 2013	16
ARTICLE IX.	RETIREE MEDICAL.....	17
Section A.	RETIREE MEDICAL– EMPLOYEES HIRED PRIOR TO JULY 1, 2011	17
Section B.	RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2011	19
Section C.	RETIREE MEDICAL TRUST.....	19
ARTICLE X.	HEALTH, DENTAL, VISION, LIFE INSURANCE, AND DEFERRED COMPENSATION	20
Section A.	CONTRIBUTIONS	20
ARTICLE XI.	DISABILITY INCOME INSURANCE	22
ARTICLE XII.	UNIFORMS	23
Section A.	UNIFORM SUPPLY	23
Section B.	UNIFORM REPLACEMENT PROGRAM.....	23
Section C.	SAFETY SHOES.....	23
Section D.	RETURN OF UNIFORMS	23
Section E.	UNIFORM REPORTING	23
ARTICLE XIII.	TUITION ADVANCEMENT/ REIMBURSEMENT	24
ARTICLE XIV.	LEAVES	25
Section A.	POWER TO GRANT LEAVES	25
Section B.	MILITARY LEAVE	26
Section C.	VACATION LEAVE	26
Section D.	SICK LEAVE	28

Section E.	BEREAVEMENT LEAVE	30
Section F.	WORKERS' COMPENSATION	31
Section G.	HOLIDAYS	31
Section H.	JURY LEAVE	32
Section I.	WITNESS LEAVE	32
Section J.	UNAUTHORIZED ABSENCE	32
Section K.	UNION LEAVE	32
ARTICLE XV.	PROBATIONARY PERIOD	32
Section A.	.....	32
Section B.	.....	33
Section C.	.....	33
Section D.	.....	33
ARTICLE XVI.	EMT-1 CERTIFICATION	33
ARTICLE XVII.	NO SMOKING POLICY	33
ARTICLE XVIII.	RESPONSE TIME	34
ARTICLE XIX.	STAFFING	34
Section A.	DAILY STAFFING LEVELS	34
Section B.	STRIKE TEAM REST PERIOD	35
ARTICLE XX.	WELLNESS PROGRAM	35
ARTICLE XXI.	EMPLOYEE GRIEVANCES	35
Section A.	DEFINITIONS	35
Section B.	EXCLUSIONS FROM THE GRIEVANCE PROCEDURE	35
Section C.	TIMELINESS	36
Section D.	EMPLOYEE REPRESENTATION	36
Section E.	INFORMAL GRIEVANCE PROCEDURE	36
Section F.	FORMAL GRIEVANCE PROCEDURE	36
Section G.	APPEAL TO HUMAN RESOURCES COMMISSION	38
ARTICLE XXII.	FULL UNDERSTANDING	43
Section A.	.....	43
Section B.	.....	43
2024 – 2027 NEGOTIATION TEAMS	.....	44

Article I.

Section A. PARTIES AND RECOGNITION

The Memorandum of Understanding is made and entered into between the Management representatives of the City of Arcadia, hereinafter referred to as the "City" and representatives of the Arcadia Firefighters' Association, a formally recognized employee organization, hereinafter referred to as the "Association", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code §§3500 et. seq.).

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

- Firefighter
- Firefighter Paramedic
- Fire Engineer
- Fire Captain

Section C. MUTUAL RECOMMENDATION

This Memorandum of Understanding constitutes a mutual recommendation to be presented to the Association members for ratification, and to the City Council for adoption.

Article II.

Section A. TERM

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning July 1, 2024 and ending on June 30, 2027.

Section B. MAINTENANCE OF BENEFITS

For the term of this MOU, all currently effective provisions of the City Council, including ordinances, resolutions, mini-resolutions and budgets relating to any mandatory item of the meet and confer process shall remain in effect as currently administered except as modified by this Agreement.

Section C. SAVINGS CLAUSE

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, such provision shall be deemed stricken from the Agreement, and any right, benefit or obligation conferred by that provision shall be discontinued. The remaining Sections of this Agreement shall remain in full force and effect for the duration of said Agreement.

Section D. STATE AND FEDERAL LAWS

The City and Association agree to abide by all State and Federal laws relating to employer-employee relations and employee benefits, and perceived infractions shall not be a grievous offense, but must be pursued through proper legal channels.

ARTICLE III. ASSOCIATION RIGHTS

Section A. RIGHT TO JOIN

The City and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join or participate in employee organization activities.

Section B. USE OF BULLETIN BOARDS

The City shall provide for the Association's use designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:

1. All postings for bulletin boards must contain the date of posting and the identification of the organization; and
2. The Association will not post information that is defamatory, derogatory, or obscene subject to the immediate removal of the right to post for a period not to exceed 90 days.

Section C. NEW EMPLOYEE ORIENTATION

In accordance with AB 119, the City shall notify the Board when a new employee is hired in the bargaining unit, including during new employee

onboarding and when a new employee orientation occurs. The City will provide reasonable paid release time of 30 minutes for the Board to meet with the new employee for the purposes of discussing membership in the Association. A Board representative will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin.

The City shall rely on the representations made by the association regarding the authorization to make, revoke, cancel, or change deductions for employees represented by the AFFA. The City shall deduct dues on a regular payroll basis for employees represented by the AFFA following receipt of written notice from AFFA that written authorization has been provided to the Association by the employee.

If an AFFA represented employee desires to revoke, cancel, or change prior dues deduction, such requests shall be directed in writing to the Association, which shall promptly provide written notice to the City.

Section D. ACCESS TO FACILITIES

All Association business will be conducted by employees and Association representatives outside of established work hours whenever possible.

Nothing herein shall be construed to prevent an Association representative or an employee from contacting the Human Resources Director or other Management representatives regarding personnel related matters during work hours.

The authorized representative shall be given access to work locations during working hours provided that prior to visiting any work location the Association representative shall:

1. Contact the Human Resources Director, the Fire Chief, or their designee, to state the purpose of the visit; and
2. The Human Resources Director, the Fire Chief, or their designee determines that such visit shall not interfere with the operations of the department.

Section E. REASONABLE NOTICE

It is mutually understood and agreed that a copy of the City Council and/or Human Resources Commission agenda for each meeting emailed to three authorized representatives of the Association shall constitute reasonable written notice of any opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Human

Resources Commission may act. The Association shall provide the Human Resources Director with the names and addresses of the 3 authorized representatives within 5 days of the effective date of this agreement. Changes of authorized representatives shall be in writing and may be submitted on an as needed basis.

Article IV. MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the constitution of the State of California, the Charter of the City of Arcadia and/or the laws and Constitution of the United States of America.

The management and the direction of the workforce of the City is vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign, staff and retain employees in positions within the City, subject to the Personnel Rules and Regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or other good reason; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out.

Article V. COMPENSATION

Section A. CLASSIFICATIONS/SURVEYS/STUDIES

The City agrees to increase AFFA base salaries of classifications covered by this MOU as follows:

- Effective the beginning of the pay period containing July 1, 2024: 7%
- Effective the beginning of the pay period containing July 1, 2025: 6%
- Effective the beginning of the pay period containing July 1, 2026: 5%

The salary schedules for classifications covered by this MOU are set forth on Exhibit "A" and incorporated herein.

EMT is included in AFFA's base pay. Therefore, in the event the City conducts another compensation study in the future, the City agrees to include EMT Bonus Pay of the surveyed cities as a component of base pay.

Should a Labor Market Survey be conducted, it would include fire service salary data for the County of Los Angeles, and the cities of Alhambra, Burbank, Downey, Monrovia, Monterey Park, Pasadena, Glendale and West Covina.

The classifications Firefighter and Fire Captain are benchmark classes within the survey.

Section B. PROMOTION AND/OR ADVANCEMENT IN RATE OF COMPENSATION

Promotion. When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than approximately a 5% increase in compensation unless the top step in such range provides less than that amount. The 5% shall be measured by the salary from which the employee is promoted.

When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases. Future step increase considerations for promotions will follow "Advancement Through Steps" below.

Any salary increases from promotions or new hires shall continue to be received in accordance with the AFFA Memorandum of Understanding and City Rules and Regulations. These increases shall take place on their hire date or their appointment/promotion date.

Advancement Through Steps. Advancement through the salary steps is discretionary based upon satisfactory performance and continuous service in the same classification. The following schedule is an example of merit increases when an employee begins employment in a new classification not previously held by the employee at Step A:

Step A to Step C:	6 months
All other Steps:	12 months

A salary step advancement at 6 months will be determined upon satisfactory performance evaluation and shall not imply automatic passing of probation at the end of the applicable probationary period. Salary step advancements are not assured. Any step advancement may be withheld or delayed by the appointing authority if the employee's performance does not merit such advancement.

Employees will advance in their rates of compensation two steps (approximately 5%) on their step increase eligibility date upon receiving a satisfactory performance evaluation.

Employees starting service at Step A in a new classification, whether newly hired or promoted, will be eligible for a step increase consideration at 6 months of service in their new classification. If a step increase is granted at 6 months, the next step increase consideration will be 12 months from this date and annually thereafter.

Employees starting service at any other salary step in a new classification, whether newly hired or promoted, will be eligible for a step increase consideration at 12 months of service in their new classification and annually thereafter.

Section C. EDUCATIONAL INCENTIVE COMPENSATION

Qualified employees who possess an Associate of Arts degree, shall receive an additional 2.5% as their regular salary. Employees who possess a Bachelor of Arts or Science degree shall receive an additional 5% as their regular salary.

Employees shall qualify for the Education Incentive Compensation increases when they have been awarded a degree in a field closely related to their job duties. Typical fields of specialization include Fire Science, Fire Administration, Management, Business Administration, Psychology, Sociology, Nursing, Allied Health, Emergency Medical Services, and Public Administration. Other areas of specialization will be considered when they are of direct benefit to the City with the approval of the Fire Chief and Human Resources Director.

An employee who does not possess a degree, but has 60 or more college units acceptable to a college or university which is accredited by the California Department of Education towards a Baccalaureate degree and has completed a minimum of 20 units in fire related courses acceptable to an accredited California Junior College towards an Associate of Arts Degree in Fire Science, Fire Administration, Emergency Medical Services or related degree shall receive an additional 2.5% as their regular salary.

Degrees shall be granted by colleges and universities which are fully accredited in the state of California.

Employees who qualify for any step advancement based on education shall provide to the Fire Chief a copy of their transcript which demonstrates that qualified units were achieved, or the notation of the degree received. The copy of the transcript will become part of the individual's personnel file.

Section D. STEP INCREASE PERCENTAGES

The parties acknowledge that the percentages between steps shall be as close to 2.5% as the payroll computer's capability allows.

Section E. FIRE PREVENTION BUREAU ASSIGNMENT

Fire suppression personnel assigned to the Fire Prevention Bureau shall receive **\$69.23** per pay period in addition to their base salary. Thereafter, the Fire Chief shall set the stipends for this assignment on an annual basis no less than the current MOU provision.

Non-shift (40-hour workweek) Firefighter personnel assigned to the Fire Prevention Bureau as a Deputy Fire Marshal shall be paid at the same salary range as Fire Captain.

In accordance with the provisions of the Fair Labor Standards Act, this additional compensation shall be added to base pay for the computation of overtime for the positions mentioned above.

Employees assigned to the Fire Prevention Bureau on a modified work basis (temporary or permanent assignment) due to either an on-the-job or off-the-job illness or injury shall not receive the additional assignment pay. Employees regularly assigned to the Fire Prevention Bureau, who are injured or ill and thereafter return to the assignment on a modified work basis, shall not lose their assignment pay.

Section F. CAPTAIN II COMPENSATION

Except as provided hereinafter, a Fire Captain assigned by the Fire Chief to be in command of a Truck Company shall be appointed to Fire Captain II. Fire Captains shall perform administrative duties while assigned as Captain II. A Fire Captain assigned by the Fire Chief to serve as Fire Captain II shall receive 5% in addition to their base salary during the period of the assignment as Captain II.

Section G. ADMINISTRATIVE/TRAINING CAPTAIN COMPENSATION

A Fire Captain with a Bachelors' Degree, assigned by the Fire Chief to be an Administrative/Training Captain shall receive **\$260** per pay period in addition to their base salary during the period of the assignment as the Administrative Captain.

A Fire Captain with an Associate Degree or equivalent, assigned by the Fire Chief to be an Administrative/Training Captain shall receive **\$255** per pay

period in addition to their base salary during the period of the assignment as the Administrative Captain.

Effective the beginning of the pay period starting **July 1, 2024**, any Fire Captain assigned by the Fire Chief to be an Administrative/Training Captain shall receive **\$1,300 per month** in addition to their base salary during the period of the assignment as the Administrative Captain.

Section H. URBAN SEARCH AND RESCUE COMPENSATION (USAR)

Any represented employee who meets the State Office of Emergency Services minimum training standards for Type I Urban Search and Rescue shall receive **\$104.00** per pay period in addition to their base salary.

Section I. OUT OF RANK PARAMEDIC COMPENSATION

A represented employee who is not assigned as a Firefighter/Paramedic and maintains their Paramedic Certification shall receive **\$50** per pay period in addition to their base salary. Effective the beginning of the pay period containing July 1, 2024, this compensation shall increase to **\$1,150/month**.

Section J. COMPANY OFFICER COMPENSATION

Effective the beginning of the pay period following Council adoption of this MOU, employees who possess a valid Company Officer Certification (also referred to as Fire Officer Certification- terms used interchangeably) issued by the State Fire Marshal's Service or have successfully completed the required coursework to obtain the Certification shall receive \$150 per month in addition to their base salary. Employees must provide proof of possession of the Company Officer Certification or completion of all the required coursework, with verification from the Fire Chief, in order to obtain the additional compensation.

Employees who receive this additional compensation based on coursework completion must obtain the Company Officer Certification within the timeframe specified in the classification specification when promoting into a classification that requires this Certification in order to continue to receive the additional compensation. Employees who do not obtain the Company Officer Certification within the specified timeframe shall lose the additional compensation immediately upon reaching the time threshold.

Section K. SPECIAL ASSIGNMENT COMPENSATION

Effective the beginning of the pay period following Council adoption of this MOU, the maximum number of employees represented by this Agreement

who perform special assignments as identified by the Fire Chief shall increase from 10 to 12 and compensation for special assignments shall increase from **\$25** per pay period to \$200 per month.

These positions shall include the following: Maintenance Coordinator, Communications Coordinator, Paramedic Coordinator, SCBA Coordinator, (3) Shift Arson Investigator, (3) Background Investigator. In addition, Ambulance Operator Coordinator and DMV Coordinator shall be added as eligible assignments effective the beginning of the pay period following Council adoption of this MOU. No employee shall be compensated for performing more than one of these positions.

Section L. MOVIE DETAIL

Employees represented by this Agreement shall be compensated at the top step of the Fire Captain BA hourly rate, with a 6-hour minimum at time and one half for all movie detail worked. In the event of a Movie Detail Cancellation, Arcadia Fire Departmental Policy number 110.1 "Movie Detail Cancellations" will be followed.

Article VI. OVERTIME

The Fire Chief may require employees in the Fire Department to work at any time other than during regular working hours until such work is accomplished.

Section A. FAIR LABOR STANDARDS ACT

For periods of time that the Fair Labor Standards Act applies to employees in classifications covered by this Agreement, any such employee who is required to work in excess of the standard hours established by the Act (currently 192 hours in a 24-day period) shall be compensated at the rate of time and one-half the employee's regular rate of pay, provided the employee is not otherwise exempt. Computation of overtime and payment for overtime shall comply with the Department of Labor regulations.

Except as provided hereinafter, for purposes of overtime calculation, all paid leaves of absence shall be regarded as hours worked, except sick leave. Sick leave will be regarded as hours worked for any member of this unit with 25 years of service or more with the City of Arcadia. No overtime credit shall be allowed for any period less than one-quarter hour.

Section B. MINIMUM CREDIT AND EMERGENCY RECALL

No overtime credit shall be allowed for any period less than one-quarter hour, provided that an employee who is recalled back to work after completing a

day's work, including any overtime, shall receive a minimum credit of one hour at time and one-half at their hourly rate. Emergency Recall for sworn classifications shall receive a minimum credit of 2 hours overtime at the employee's hourly rate. This also includes members who have reported for duty under normal hiring procedures.

Section C. SHIFT EXCHANGES

Unit employees may voluntarily trade shifts among themselves. While the employees' supervisors must approve the shift trade in writing, no supervisor will require, reward or otherwise compel employees to trade shifts. An employee may refuse to participate in any shift trade without explanation. Supervisors establish the employees' schedules to meet the needs of the Department and therefore, shift trading is exclusively for the employees' convenience.

A shift trade under this article results in 1 employee working the shift of another employee or a portion thereof. Both employees will be paid their regular wages for the workweek in which the shift occurred. The employee working the extra shift will receive no overtime compensation for doing so. The employee whose shift was worked by another employee will not forfeit any compensation as a result of the trade.

Section D. EARLY RELIEF

The practice of "early shift relief" shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute shall be resolved by the involved employees in the early relief, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned to other duties.

When early relief is requested by the department, the employee will be compensated following current FLSA overtime procedures.

Section E. SHIFT SCHEDULE

For periods of time that the Fair Labor Standards Act applies to employees in classifications covered by this Agreement, any such employee who is required to work in excess of the standard hours established by the Act (192 hours in a 24-day period, subsection 7(k) FLSA) shall be compensated at the rate of time and one-half the employee's regular rate of pay, provided that the

employee is not otherwise exempt. Computation of overtime and payment for overtime shall comply with the Department of Labor regulations.

Except as provided hereinafter, for purposes of overtime calculations, all paid leaves of absence shall be regarded as hours worked, except sick leave. Sick leave will be regarded as hours worked for any member of this unit with 25 years of service or more with the City of Arcadia. No overtime credit shall be allowed for any period less than one-quarter hour.

Article VII. LONGEVITY PAY

Effective the beginning of the pay period containing July 1, 2024, Longevity Pay will be increased based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount/Pay Period</u>
5-9 Years	\$92.31
10-14 Years	\$138.46
15-19 Years	\$184.62
20+ Years	\$369.23

The Longevity Pay benefit is effective the pay period an employee completes 5, 10, 15, or 20 years of continuous PERSable employment with the City. The foregoing amounts shall be subject to applicable payroll deductions.

Article VIII. RETIREMENT

Section A. EMPLOYEES HIRED PRIOR TO JULY 1, 2011

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. 3% at age 50 retirement formula (Government Code §21362.3).
2. Single highest year final compensation Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code § 20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.

6. Fourth level 1959 Survivors Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code § 21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
9. Provided the employee signs a waiver releasing and holding the City harmless from any liability whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) towards the pre-tax payroll deduction plan for service credit purchases.
10. Special compensation items shall be reported to CalPERS in accordance with applicable law.
11. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. The cost-sharing arrangement will be implemented as below.
12. Employees will continue to pay 9% of PERSable compensation for CalPERS retirement. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution. The cost share amount is separate from, and in addition to, the 9% required member contribution.
13. The City shall continue to pay the full cost of the employees' normal member contribution to CalPERS of 9% (EPMC) and shall continue to report that as additional compensation pursuant to Government Code §20636(c)(4). Further, said amount will be allocated to the employee's retirement account.
14. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in

the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.22%. the cost sharing arrangement will be implemented as follows:

- a. Employees will pay 0.11% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.11% of PERSable compensation to CalPERS retirement.

Section B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011 BUT BEFORE OCTOBER 9, 2011

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. 3% at age 50 retirement formula (Government Code §21362.3).
2. Single highest year final compensation Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code § 20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivors Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code § 21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. Employee will pay the full 9% member contribution to CalPERS on a pre-tax basis via payroll deduction.
9. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution. The cost share amount is separate from, and in addition to, the 9% required member contribution described in Subsection 8 above. The employee cost share amount will be accomplished through pre-tax deductions in the manner contemplated by Government Code

Section 20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Government Code Section 20516(f). In the event that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects of that change.

10. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
11. Provided the employee signs a waiver releasing and holding the City harmless from any liability whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) towards the pre-tax payroll deduction plan for service credit purchases.
12. Special compensation items shall be reported to CalPERS in accordance with applicable law.
13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .22%. the cost-sharing arrangement will be implemented as follows:
 - a. Employees will pay 0.11% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.11% of PERSable compensation to CalPERS retirement.

Section C. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CALPERS MEMBERS

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. 3% at age 55 retirement formula (Government Code §7522.25).
2. A 3-year average final compensation period (Government Code §20037).

3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivor's Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. Employees will pay the full 9% member contribution to CalPERS on a pre-tax basis via payroll deduction.
9. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution. The cost share amount is separate from, and in addition to, the 9% required member contribution described in Subsection 8 above. The employee cost share amount will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Government Code Section 20516(f). In the event that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects of that change.
10. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
11. Provided the employee signs a waiver releasing and holding the City harmless from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.
12. Special compensation items shall be reported to CalPERS in accordance with applicable law, and
13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in

the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.22%. The cost-sharing arrangement will be implemented as follows:

- a. Employees will pay 0.11% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will 0.11% of PERSable compensation to CalPERS retirement.

Section D. NEW CALPERS MEMBERS HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain. The plan shall include the following options:

1. 2.7% at age 57 retirement formula (Government Code §7522.25).
2. A 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivor's Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. Employee will pay 50% of the normal cost, currently 13.25% member contribution to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
10. Provided the employee signs a waiver releasing and holding the City harmless from any liability, whatsoever, the City agrees to allow members

to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.

11. Special compensation items shall be reported to CalPERS in accordance with applicable law, and

12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.22%. The cost-sharing arrangement will be implemented as follows:

- a. Employees will pay 0.11% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.11% of PERSable compensation to CalPERS retirement.

Article IX. RETIREE MEDICAL

Section A. RETIREE MEDICAL– EMPLOYEES HIRED PRIOR TO JULY 1, 2011

For employees hired before July 1, 2011, and retiring from the City on or after January 1, 2012 (“Tier 2 Retirees”), the City agrees to provide a premium reimbursement for the purpose of purchasing health coverage offered through CalPERS for the Tier 2 Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e. Employee Only or Employee + spouse) **up to \$505.63 for employees only and up to \$1,011.26 for employee + spouse**. The Premium Payment shall be payable in the following form: (1) PEMHCA Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier 2 Retiree equal to the difference between the cost of plan in which the Tier 2 Retiree enrolls, subject to the foregoing cap, and the PEMHCA Minimum contribution (“Reimbursement”). If a retiree enrolls in a more expensive plan, they will be responsible for payment of any premium in excess of the capped amount. The reimbursement shall cease for the Tier 2 retiree upon eligibility for Medicare coverage, and the spousal reimbursement shall cease upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Tier 2 Retirees must be “eligible retirees” in order to receive the benefits described in this paragraph.

1. An “eligible retiree” is a sworn unit employee who retires on a service, disability, or industrial disability retirement and has 1,500 hours of accumulated sick leave at the date of retirement. An employee who has fewer than 1,500 hours of accumulated sick leave at the date of retirement may become eligible for coverage for the employee and spouse health insurance premium by paying the City an amount equal to their daily pay rate at the time of retirement times the number of days needed to meet the 1,500 hours of accumulated sick leave requirement. There are 3 conditions for employees to be eligible to exercise this buyback provision:
 - a. The employee must be at least 50 years old.
 - b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years, and
 - c. The employee is limited to purchasing a maximum of 500 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee’s sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee’s household, this purchase limitation of 500 hours will be excused.
2. 40-Hour Week Schedule. A unit employee assigned to a 40-Hour week schedule who retires on a service, disability, or industrial disability retirement and has 1,000 hours of accumulated sick leave at the date of retirement, is also an “eligible retiree.” An employee in the 40-hour week who has fewer than 1,000 hours of accumulated sick leave at the date of retirement may become eligible for coverage for employee and spouse health insurance premium by paying the City an amount equal to their hourly pay rate at the time of retirement times the number of hours needed to meet the 1,000 hours of accumulated sick leave requirement. There are 3 conditions for an employee assigned to a 40-hour workweek to be eligible to exercise this buyback provision:
 - a. The employee must be at least 50 years old.
 - b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years, and
 - c. The employee is limited to purchasing a maximum of 350 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee’s sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee’s household, this purchase limitation of 350 hours will be excused.

The Association shall notify Human Resources in the event of the death of a retired member.

In order to be eligible for retiree health coverage, the employee, and if applicable, the employee's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS.

Section B. RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

For employees hired on or after July 1, 2011 that retire from the City and who remain enrolled in a CalPERS health plan after retirement (Tier 3 Retiree) or who do not meet the 3 conditions outlined in Section A, above, the City will pay no more than the PEHMCA Minimum contribution. Tier 3 Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

Section C. RETIREE MEDICAL TRUST

The Association will establish participation in a retiree medical plan administered by the PORAC Retiree Medical Trust, and the cost of establishing the trust shall be at no cost to the City. The City is not a party to the Trust, aside from transferring funds, and has no obligations to the management, regulatory compliance, or performance of the Trust.

1. Contributions to the PORAC Retiree Medical Trust

- a. Employer Contributions. The City will transfer to the PORAC Retiree Medical Trust a monthly pre-tax employer contribution on \$151.00 for each employee working in the bargaining unit represented by the Association, on an ongoing twice monthly (24 times per year) basis of \$75.50, in perpetuity.
- b. Employee Contributions. The City will deduct from each paycheck (24 times per year) and remit to the Trust a pre-tax employee contribution for each employee working in the bargaining unit represented by the Association. The amount will be specified in writing to the City by the Association, and each employee will contribute the same predetermined dollar amount.

2. The City will comply with reasonable rules set by the Trust Office with regard to reporting and transferring the required contributions set forth above typically involving providing the Trust Office with the name, social security, number and amount paid for each employee. In the event the reporting requirement of the Trust requires reporting beyond that which the City

typically provides for other similar purposes (health insurance, the City may require the Association to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the Association's authorization.

3. The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT, except for the obligation of the City to make and report the non-elective transfer of employee contributions and employer contributions as described above.
4. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.
5. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any of the City health insurance funding programs, unless changed by mutual written agreement of the parties. The contributions made by the employer as set forth above shall not be included as salary for purpose of calculating pension benefits.
6. Employer contributions can only be increased by mutual written recommendation between the City and the Association.

The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust Office in regard to reporting and depositing the required contributions set forth above. The City will cooperate with the Trust in allowing a payroll audit only for the purpose of ascertaining if the proper amount of contributions has been made.

ARTICLE X. HEALTH, DENTAL, VISION, LIFE INSURANCE, AND DEFERRED COMPENSATION

Section A. CONTRIBUTIONS

The City shall provide regular full-time employees in a classification represented by this Agreement with the following contributions:

1. CalPERS Health Program. The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum employer contribution required pursuant to Government Code §22892(b) ("PEMHCA Minimum Contribution") per month per employee for health

insurance. The PEMHCA minimum is included within the City's contribution.

2. Dental Insurance – mandatory enrollment. The City will contribute the employee only cost for DeltaCare USA insurance per month (“Dental Contribution”) toward one of two dental plans. Additional coverage may be purchased through the Optional benefits allocation.
3. Optional Benefits. Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

Beginning July 1, 2024, the benefit allowance rates shall be:

- a. Single employees without dependents, hereinafter referred to as “Employee Only,” shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, toward the cost of premiums not to exceed **\$775/month**.
- b. Employees with one qualified dependent hereinafter referred to as “Employee + 1” shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, towards the cost of premiums not to exceed **\$1,550/month**.
- c. Employees with two or more qualified dependents, hereinafter referred to as “Family,” shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, towards the cost of premiums not to exceed **\$2,000/month**.

For example, an employee shall receive a monthly contribution from the City as follows:

	<u>Employee Only</u>	<u>Employee + 1</u>	<u>Family</u>
PEMHCA minimum*	\$157.00*	\$ 157.00*	\$ 157.00*
Minimum Dental	\$ 16.40*	\$ 16.40*	\$ 16.40*
Optional Benefits	\$601.60	\$1,376.60	\$1,826.60
Total	\$775.00	\$1,550.00	\$2,000.00

*Numbers used in this example are 2024 rates.

For the duration of this Agreement, the City will not reduce the benefit allowance amounts stated in this MOU, nor will they pay less than the minimum contributions outlined in this section.

If the premium cost of the health and dental plans in which an employee enrolls exceeds the City's benefit contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City. The employee shall forfeit any balance should the City's contribution exceed the cost of the premium.

The employee's exercise of the option to use the difference toward dependent health coverage is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or adoption certificates.

4. Life Insurance. As soon as practical with the insurance carrier, the City shall provide a \$75,000 life insurance and accidental death and dismemberment benefit for eligible employees.

The City agrees to pay up to \$10,000 for funeral expenses for employees killed in the line of duty or work-related death within five (5) years after retirement.

5. Vision Plan. The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan. The vision plan will be Vision Service Plan, Option B.
6. Deferred Compensation. Employees may elect to allocate salary to the City's 457 Pre-Tax Contribution Plan and/or the newly available Roth Contribution Plan, in accordance with the provisions of the Plan.

The City shall contribute to each employee's IRC 457 Deferred Compensation Account in the following amounts:

- a. \$100.05 per pay period starting July 1, 2016 and to continue indefinitely unless otherwise amended through labor negotiations.
- b. It is understood by the parties that deferred compensation contributions are paid over 24 pay periods each calendar year.

Article XI. DISABILITY INCOME INSURANCE

The City does not contribute to disability income insurance for represented employees. The Association agrees to purchase its own disability insurance through payroll deductions.

ARTICLE XII. UNIFORMS

Section A. UNIFORM SUPPLY

The initial supply of uniforms is: 4 pair of work pants, 3 work shirts, 1 belt, 1 belt buckle, 2 pair of work boots, badge, and a work jacket.

The Captain class "A" uniform includes: 1 pair of dress pants, a Double-Breasted jacket, white long sleeve shirt, tie, billed hat, and dress badge

The Firefighter, Firefighter/Paramedic and Fire Engineer class "A" uniform includes: 1 pair of dress pants, 1 dress shirt, tie, billed hat, and dress badge.

The above items are supplied upon employment to all personnel and Captain class "A" uniform immediately following promotion.

Section B. UNIFORM REPLACEMENT PROGRAM

There shall be a Uniform Replacement Program for the following items:

1. Shirts
2. Trousers
3. Work Jacket

The program shall be administered by, and at the discretion of the City, for the purpose of providing replacement of worn items only.

Section C. SAFETY SHOES

The City of Arcadia shall set standards for footwear in the Arcadia Fire Department. The City shall provide a safety boot for each member of the Fire Department who is involved in the suppression of fires. This boot will be required footwear for the department. The total cost of the safety boot shall be borne by the City. Increases in cost for the safety boot shall also be absorbed by the City. The only footwear cost the City will pay is for the safety boot. Responsibility for standards of footwear is the City's alone.

Section D. RETURN OF UNIFORMS

Upon termination of employment the employee shall turn in all current uniforms issued in their possession or shall have a dollar amount equal to the lost uniforms' cost deducted from the employee's final check.

Section E. UNIFORM REPORTING

The City shall report **\$25.19** per pay period to CalPERS as special compensation for department issued uniforms to the extent permitted by law. "New Members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

Article XIII. TUITION ADVANCEMENT/ REIMBURSEMENT

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below. To qualify for tuition advancement/reimbursement, a Tuition Advancement/ Reimbursement Form must be submitted and pre-approved by the employee's Department Director and Human Resources Director before the course(s) begin.

Tuition advancement or reimbursement shall only be for the first degree in each education level that an employee seeks to obtain, and shall only be for courses, specialized training, or degree programs "job-related" that are directly related to the employee's position as determined by the City Manager or designee.

The Tuition Advancement/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum advancement or reimbursement amount shall be **\$4,126** for undergraduate courses and **\$5,062** for graduate courses. Eligible fees include tuition, on campus parking fees and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any employee who voluntarily retires or terminates employment or be terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An employee who separates employment and who received tuition advancement and did not complete a class or classes within one (1) year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Loan Agreement. Employees who retire on a Disability or Industrial Disability Retirement or are laid off shall not be required to refund tuition fees.

The City reserves the right to investigate any school and approve or deny it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the City Manager to be non-job related.

Article XIV. LEAVES

In accordance with the current Personnel Rules and Regulations of the City of Arcadia, all leaves for classifications represented by this Agreement shall be provided for as follows:

Section A. POWER TO GRANT LEAVES

Upon the written request of an employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant leaves of absence with or without pay subject to the following restrictions:

1. Length. Leave of absence without pay may be granted for a period not to exceed one (1) year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veterans' code.
2. Reason. A leave of absence may be granted an employee, provided he/she meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of his/her service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return. The granting of a leave of absence without pay confers upon the employee the right to return to his/her classification before or at the expiration of his/her leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his classification with the City.
4. Service Record. No request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.

An employee granted a leave of absence may be required by the appointing power or the City Manager to successfully pass a medical examination prior to being allowed to return to work.

The granting of a leave of absence of 30 days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than 30 days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.

Section B. MILITARY LEAVE

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Navy Militia shall be entitled to a temporary military leave of absence as provided by applicable Federal law and applicable California State law.

Although a military leave of absence is not considered a break in service in relation to seniority, if the employee wishes to have their extended military service time credited toward CalPERS, the employee may buy back credit for their leave of absence for active military service through CalPERS as CalPERS has determined that payments while on such service are not reportable for retirement purposes.

Section C. VACATION LEAVE

1. Employees assigned to a 24 hour shift schedule in the classification of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain with the exception of temporary appointments, shall accumulate vacation leave beginning with the first full pay period of employment, at the rates shown below. For employees assigned to 24-hour shifts, a "day" means 12 hours or one-half (1/2) shift.

Years of Service	Accrual Rate (hours/pay period)	Hours Accrued in a Year	Max Accrual
0-5 Years	7.384	191.984	287.976
6-10 Years	8.307	215.982	323.973
11-15 Years	10.153	263.978	395.967
15+ Years	11.076	287.976	431.964

Vacation may not be accumulated beyond the "Max Accrual" amounts listed above. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employees' accrual has been reduced below this maximum amount.

2. Sworn employees assigned to a 40-hour week schedule, with the exception of temporary appointments, shall accumulate vacation leave beginning with the first full pay period of employment at the rates shown below. A Fire Captain assigned by the Fire Chief as Administrative Captain shall accrue the per-pay-period vacation amounts shown below and up to the Maximum Accrual shown in #1 above for the duration of the Administrative Captain assignment.

Years of Service	Accrual Rate (hours/pay period)	Hours Accrued in a Year	Max Accrual
0-10 Years	4.610	119.860	179.790
10+ Years	6.770	176.020	264.03

Vacation may not be accumulated beyond the "Max Accrual" amounts listed above. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employees' accrual has been reduced below this maximum amount.

3. Accumulated vacation leave shall be granted at the discretion of the appointing power.
4. When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or practice for that employee, the City Manager for good cause may approve excess accumulated vacation, provided the employee reduces this total below the allowable maximum within 6 months.
5. An employee who has previously requested and was granted approval of vacation leave for use during the last 3 months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next 3 months of the new calendar year, if rescheduling of the vacation leave is not possible.
6. Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If an employee works more than 50% of the pay period, the employee shall receive credit for 50% of that pay period's vacation.
7. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If

an employee works 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual. In an employee works less than 50% of the pay period, the employee accrues nothing.

Section D. SICK LEAVE

1. All employees in classifications represented by this Agreement with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City (6 shifts per year) or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 144 hours.
2. Paid sick leave will carry over each year of employment. Sworn employees may accumulate up to a maximum of 2,100 hours of sick leave. For employees assigned to 24 hours shifts, a "day" means 12 hours or one-half (1/2) shift.
3. Sick leave means paid authorized absence from duty of an employee due to one of the following:
 - a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
 - b. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, and employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent;
 - c. For an employee who is a victim of domestic violence, sexual assault or stalking for the purposes described in Labor Code Section 230(c) and 230.1(a); and/or,
 - d. An employee may designate one additional person per 12-month period at the time the employee requests sick leave.

An employee will make reasonable effort to schedule medical appointments during non-working hours.

4. Kin Care Leave. In addition to the prescribed purposes of paid sick leave in section 3, an employee may use up to one-half of their annual accrual

of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care Leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stand loco parentis regardless of age or dependency), spouse, or registered domestic partner, and an employee may designate one additional person per 12-month period at the time the employee requests sick leave.

5. Sick leave may be used by an employee in accordance with sections 3 and 4 above. The minim increment of use of paid sick leave shall be 2 hours. Any employee when off-duty as a result of personal or family illness shall report the fact immediately to their supervisor, or to the officer then in charge at the department, giving the nature of the illness or circumstances relative to their absence.
6. The term "immediately" means that the employee or someone acting for the employee, shall notify the department as soon as it becomes apparent that the employee will not be able to report for duty.
7. Proof Of Illness. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the Fire Chief and the City Manager may require an employee to provide medical certification or evidence of the reason for any employee's sick leave absence that occurs after the employee has used five (5) days of paid sick leave in a year of employment. If the employee fails to provide such evidence as required by the Fire Chief, and within the limit specified by the department, the absence will be charged to leave without pay.
8. Denial. The Fire Chief and City Manager may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.
9. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.

0 to 24 hours:	No accrual
24-55:	1 hour
55 and above:	3.693 hours

If an employee separates from employment with the City and is rehired within one year from separation, up to 80 hours or 10 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.

Unused Sick Leave:

Unused sick leave is not cashed upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits, as may be permitted under applicable retirement system and regulations.

Employees hired before July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to the maximum sick leave accumulation specified above (i.e. 2,100 hours) into retirement service credits.

Employees hired on or after July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to 1,000 hours into retirement service credits, except for lateral employees hired with the City through August 2024 who shall be subject to the provisions of the paragraph immediately above. No other exceptions shall apply.

Section E. **BEREAVEMENT LEAVE**

Death In Family. An employee represented by this Agreement, with the exception of temporary appointments, may be granted a leave of absence with pay upon approval of the Fire Chief and the City Manager at the time of death, or where death appears imminent, in the immediate family, defined as the spouse, the employee's or employee's spouse's mother, stepmother or father, stepfather, brother or sister or step sibling, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse residing in the same household. Such leave, up to a maximum 4 working days at one time (or six (6) working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo and Ventura), shall not be charged against sick or other leave. If over four (4) working days of such leave is granted at one time, or over six (6), if applicable, that amount over four (4) or six (6) days shall be charged against sick or other leave. For employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift. In accordance with Assembly Bill 1949, employees will be entitled to take up to five (5) days of unpaid bereavement leave for spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Employees may use a combination of leave balances and paid bereavement leave specified in this paragraph.

Reproductive Loss. In accordance with Senate Bill 848, employees who have worked for the City for at least 30 days and have suffered a reproductive loss event will be entitled to up to five (5) days of unpaid protected leave. A reproductive loss event is defined as the day or, for a multi-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or an unsuccessful assisted reproduction. The 5 days must be taken within three months of the event. The employee may use a combination of leave balances and paid bereavement leave specified in the paragraph above.

Section F. **WORKERS' COMPENSATION**

In those instances where an employee of the City of Arcadia is injured on duty and the injury or illness is so recognized by the Workers' Compensation Act of California, by the City of Arcadia or the Workers' Compensation Appeals Board, such employee shall be paid a combination of salary and Worker' Compensation equal to his/her regular salary rate for such time as he/she is absent from duty because of such injury or illness up to a maximum of one (1) year from and after date of such injury or illness. Lost time due to an injury or illness on duty shall not be charged against an employee's accumulated sick leave. Pursuant to the Internal Revenue Code, Section 104 (a) (1), Workers' Compensation benefits are not taxable income.

Section G. **HOLIDAYS**

Employees in the classifications of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain shall be allowed the following 12 holidays with full pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Admission Day
President's Day	Columbus Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

The 144 hours of annual holiday-in-lieu pay must be cashed out (not to be used for time off) prior to the end of each fiscal year and is intended as additional compensation for employees. The cashed-out holiday pay shall be paid out at the employee's regular rate of pay used for the purposes of the Fair Labor Standards Act at the time of the employee's request. The regular rate of pay calculation includes Longevity Pay.

Each holiday listed above is 12 hours or ½ shift.

Section H. JURY LEAVE

When a City employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay for hours served within a one 2-week period per year. For each day the employee receives jury leave pay, the employee shall remit to the City all fees received except mileage.

Section I. WITNESS LEAVE

An employee who is subpoenaed or required to appear in Court as a witness shall be deemed to be on a leave of absence. With approval of the appointing power and City Manager, the employee may be granted leave with pay during the required absence. The employee shall remit to the City all fees received except mileage.

A paid leave of absence shall not be granted for time spent in Court on personal cases.

Section J. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

Section K. UNION LEAVE

Upon approval of the Fire Chief, AFFA board members or their designees may be granted time off with pay to attend conferences, meetings, or other union business.

Reasonable notice must be provided to the Fire Chief when requesting union leave. The City will provide one Union Leave Bank of 48 hours per fiscal year where all AFFA Board Members are able to draw down from to attend conferences, meetings, and/or union business.

Article XV. PROBATIONARY PERIOD

Section A.

The probationary period is part of the examination process. It is a work-test period during which the employee's performance and conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment.

During the probationary period, a probationer may be released, or demoted if permanent status is held in a lower classification, without the right of appeal, if the appointing power deems the probationer unfit or unsatisfactory for service.

When an acting assignment is made, it must be given to a unit employee who meets the current minimum qualifications for the position and has been placed on a current eligibility list. In the absence of a current eligibility list, the acting assignment shall be given to a unit employee who meets the current minimum qualifications and has been placed on an eligibility list for the assigned position in the past. Before an eligible candidate is to be placed in an acting position, the current vacancy shall remain open for a period of no less than 6 shifts.

Time worked in an acting position will not count as time worked on probation if a probationary appointment is made. All probationary periods will be 12 months.

Section B.

All eligible candidates appointed to a position from an open competitive examination and/or who are not currently employed by the City in a permanent position shall be on probation for 12 months before attaining permanent status.

Section C.

Eligible candidates who are currently employed by the City in a permanent position and are appointed from a promotional or open competitive list shall be on probation for 12 months before attaining permanent status.

Section D.

Any probationary period may be extended for up to six (6) months.

Article XVI. EMT-1 CERTIFICATION

All unit employees shall, at a minimum, maintain an EMT-1 Certification, or equivalent, with appropriate accreditations through the County and State and recertify every 2 years. Training and recertification classes shall be conducted on City time. Failure to obtain the certification or to recertify is cause for progressive disciplinary action.

Article XVII. NO SMOKING POLICY

In recognition of the health hazards arising from the use of tobacco products, the parties agree that as a condition of employment, all unit members hired after July 1, 1991 shall sign individual agreements that the employee shall refrain from smoking, vaping, chewing or otherwise using tobacco products such as, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, hookah, or snuff.

An employee who fails to comply with the Agreement shall receive a written warning for the first offense, 2 shifts off without pay for the second offense and shall be discharged for the third offense.

Article XVIII. RESPONSE TIME

Due to the emergency requirements of prompt response time, all unit employees are expected to return to work as soon as possible when required to respond to local emergencies. Employees shall be required to make themselves available to emergency recall response within 12 hours of notification.

Article XIX. STAFFING

Section A. DAILY STAFFING LEVELS

During the course of this contract, the minimum daily staffing of fire suppression personnel shall be seventeen (17) and shall consist of:

- Battalion 105..... Fire Battalion Chief
- Engine 105..... Fire Captain, Fire Engineer, and Firefighter or Firefighter/Paramedic
- Engine 106..... Fire Captain, Fire Engineer, and Firefighter or Firefighter/Paramedic
- Engine 107..... Fire Captain, Fire Engineer, and Firefighter/Paramedic
- Truck 105..... Fire Captain, Fire Engineer, and Firefighter
- Rescue Ambulance 105.... Two (2) Firefighters/Paramedics
- Rescue Ambulance 106.... Two (2) Firefighters/Paramedics

Notes:

- 1. At the discretion of the Fire Chief or designee, E107 may be staffed with a Firefighter in lieu of a Firefighter/Paramedic on a temporary basis to meet the needs of the department.
- 2. Management reserves the right, in the event of a disaster or operational crisis, to staff the above positions in acting capacities on a temporary basis.

Section B. STRIKE TEAM REST PERIOD

Upon returning from a strike team deployment, it will, when deemed necessary, be mutually agreed upon by both the company officer and the duty chief to grant a period of rest. During this period members will be excluded from training, daily duties, and other activities in order to be mentally and physically ready to complete their shift.

Article XX. WELLNESS PROGRAM

The City agrees to implement a Wellness Program that includes a comprehensive fitness evaluation and lecture series provided by Santa Ana College Fire Technology Department at a cost not to exceed \$14.20 per employee/year.

Article XXI. EMPLOYEE GRIEVANCES

Section A. DEFINITIONS

1. "Grievance." A grievance is an allegation by an employee(s) of a misinterpretation or misapplication of any express provision of the applicable Memorandum of Understanding or Personnel Rules and Regulations where there is no other specific method of review provided by City law.
2. "Grievant." An employee or group of employees in the classified service adversely affected by an act or omission by the City allegedly in violation of an express provision of the Memorandum of Understanding or Personnel Rules and Regulations.
3. "Department Administrator." The Department Director or designee.
4. "Work Day." A work day is any day the City offices are regularly open for business.

Section B. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

The procedure is not to be used for the purpose of changing wages, hours and working conditions.

The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews.

The procedure is not intended to be used to challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase.

The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension or removal.

The procedure is not to be used to challenge violation of law or past practice unless the rules or MOU expressly refer to same.

The procedure is not to be used to challenge examinations or appointment to positions.

Section C. TIMELINESS

The grievance must be filed by the employee within the timelines set forth herein. Failure of the employee to file the initial grievance or process the grievance from one level to another in a timely manner is a forfeiture of the grievance and the grievance will not be processed further.

If the City fails to respond in a timely manner, the employee may proceed to the next level.

Section D. EMPLOYEE REPRESENTATION

The employee may be represented by a person of his/her choice to prepare and present the grievance. The employee may use a reasonable amount of released time to process the grievance. The release time must be approved by the Department Director.

Section E. INFORMAL GRIEVANCE PROCEDURE

Within 15 working days following the event, or within 15 working days after the employee should reasonably have known of the event, the employee should attempt to resolve the grievance on an informal basis by discussion with his/her immediate supervisor.

Section F. FORMAL GRIEVANCE PROCEDURE

1. **First Level of Review: Next-Level Supervisor.** If the employee is not able to resolve the grievance after discussion with his/her immediate supervisor, within 10 working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next-level supervisor on the official City grievance form setting forth the following information:

- a. The specific section of the rules or MOU allegedly violated.
- b. The specific act or omission which gave rise to the alleged violation.
- c. The date or dates on which the violation occurred.
- d. Documents, witnesses or evidence in support of the grievance.
- e. The resolution of the grievance at the informal stage.
- f. The remedy requested.

A copy of the grievance shall be provided to the Human Resources Department concurrently with presentation to the immediate supervisor.

The next-level supervisor shall render a decision in writing, on the grievance form, within 10 working days after receiving the grievance.

2. **Department Director Review.** If the employee does not agree with the decision of the next-level supervisor, within 10 working days after receiving the next-level supervisor's decision or 20 days from the date the next-level supervisor received the grievance but failed to issue a decision, the employee shall present the grievance in writing, on the grievance form, to the Department Director.

The Department Director may require the employee and the immediate supervisor to attend a grievance meeting. The Department Director shall communicate a decision in writing within 10 working days of receiving the grievance or within 10 working days of holding a grievance meeting whichever is longer.

3. **Human Resources Director.** If the employee is not in agreement with the decision reached by the Department Director, within 10 working days after receiving the Department Head's decision or 20 days from the date the Department Director received the grievance but failed to issue a decision, the employee shall present the grievance in writing to the Human Resources Director on the official City grievance form.

The Human Resources Director may require the employee and the immediate supervisor to attend a grievance meeting. The Human Resources Director shall communicate a decision in writing within 10 working days of receiving the grievance or the holding of a grievance meeting whichever is longer.

4. **Human Resources Commission.** If the employee is not in agreement with the decision of the Human Resources Director or if the Human Resources Director has failed to respond, the employee shall present the grievance to the Human Resources Commission within 10 working days from the date of receipt of the Human Resources Director's decision or 20 days from the date the Human Resources Director received the grievance but failed to issue a decision.

Section G. APPEAL TO HUMAN RESOURCES COMMISSION

1. **Scheduling of Hearing.** Upon receipt of the request for an appeal, the City shall, within 30 days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than 20 working days nor more than 60 working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least 10 working days prior to the hearing.
2. **Public Hearings.** All hearings shall be open to the public.
3. **Pre-Hearing Procedure**
 - a. Subpoenas. The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Department and the other party. The Human Resources Department will issue the subpoenas. The Human Resources Department will serve subpoenas for current City employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the City to submit the written request for subpoenas at least 10 working days before the date of the hearing.
 - b. Exhibits and Witness Lists. 5 working days prior to the date set for the hearing, each party shall serve upon the other party and submit, to the Human Resources Department, a list of all witnesses and a list and copy of all exhibits. An original and 9 copies of the exhibits shall be presented to the Human Resources Department in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not

provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

- c. Statement of Issues. 5 working days prior to the date set for the hearing, each party shall submit to the Human Resources Department a Statement of Issues.
4. **Submission to the Human Resources Commission.** 5 working days prior to the date set for the hearing, the Human Resources Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.
5. **Payment of Employee Witnesses.** Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.
6. **Conduct of the Hearing.** The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Irrelevant and unduly repetitious evidence may be excluded.

The Human Resources Commission shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.

During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.

7. **Burden of Proof.** In a grievance appeal the grievant has the burden of proof by preponderance of the evidence.
8. **Proceed with Hearing or Request for Continuance.** Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. Any request for a continuance must be made in writing and submitted prior to the hearing to all parties. Before requesting a continuance, the moving party shall contact all parties to determine if there is any opposition to the continuance and shall state in its request if there is opposition.
9. **Testimony under Oath.** All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

10. **Presentation of the Case.** The hearing shall proceed in the following order unless the Human Resources Commission for special reason, directs otherwise:

The Human Resources Chair (“Chair”) shall announce the issues after a review of the statement of issues presented by each party.

The grievant (employee) shall be permitted to make an opening statement.

The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.

The grievant shall produce his/her evidence.

The respondent may then offer its evidence.

The grievant followed by the respondent may offer rebutting evidence.

Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof, shall have the right to go first and to close the hearing by making the last argument.

The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

11. **Procedure for the Parties.** The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representatives shall continue with the presentation of their case.
12. **Right to Control Proceedings.** While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.
13. **Hearing Demeanor and Behavior.** All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Commission.
14. **Deliberation Upon the Case.** The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed 10 working days.
15. **Recommended Decision.** The Human Resources Commission shall render its recommendations as soon after the conclusion of the hearing as possible, and no event, later than 10 working days after concluding the hearing, unless otherwise stipulated to by the parties. The recommended decision shall include an explanation of the basis for the decision.

The Human Resources Commission shall not be polled as to their decision by the grievant or the grievant's counsel.

16. **Recommendation to the City Manager.** The decision of the Human Resources Commission is advisory to the City Manager. The proposed decision shall be provided to the grievant and the City Manager.

Either the employee or the department may file a written appeal to the proposed decision, by filing exceptions thereto with the Human Resources

Director within 10 days of receipt of the Commission's recommended decision.

The party desiring to contest the recommended decision of the Commission may also request a transcript for review by the City Manager within 10 working days of the Commission's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

17. **Final Action by City Manager.** Within 10 working days of the filing of exceptions, or within 10 days of receipt of the transcript, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The decision of the City Manager shall be final. The decision shall be transmitted to the employee and to the Department Director.

ARTICLE XXII. FULL UNDERSTANDING

Section A.

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or Agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit, and the City, upon request, agrees to meet and confer with the Association over matters within the scope of representation.

For the life of this Agreement it is agreed and understood that the Association hereto voluntarily agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this agreement or not during the term of this Agreement. The parties agree and understand that any Section of this MOU may be reopened by mutual consent.

Section B.

The parties have caused this Memorandum of Understanding to be executed this 24th day of September 2024

ARCADIA FIRE FIGHTERS' ASSOCIATION

CITY OF ARCADIA



Jonathan Ansell
President



Dominic Lazzaretto
City Manager

2024 – 2027 NEGOTIATION TEAMS

AFFA NEGOTIATING TEAM

Jeff Bird, Firefighter/Paramedic
Richard Olivarez, Fire Captain
Drew Pryor, Fire Captain
Jonathan Hernandez, Fire Engineer
Brandon Moerke, Firefighter/Paramedic
Dave Brock, Advanced Corporations

CITY REPRESENTATIVES

Jason Kruckeberg,
Assistant City Manager/
Development Services Director
Henry Chen,
Interim Administrative Services
Director
Anely Williams,
Interim Human Resources Director
Justine Bruno
Deputy City Manager
Sairy Stepanian,
Senior Human Resources Analyst

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2024 - JUNE 30, 2025
AFFA - 7.0%

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 7,352	\$ 7,540	\$ 7,724	\$ 7,918	\$ 8,119	\$ 8,320	\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185
68F	Firefighter AA	\$ 7,540	\$ 7,724	\$ 7,918	\$ 8,119	\$ 8,320	\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412
69F	Firefighter BA	\$ 7,724	\$ 7,918	\$ 8,119	\$ 8,320	\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647
70F		\$ 7,918	\$ 8,119	\$ 8,320	\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888
71F		\$ 8,119	\$ 8,320	\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137
72F		\$ 8,320	\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391
73F		\$ 8,527	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654
74F	Fire Engineer Fire Paramedic	\$ 8,740	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920
75F	Fire Engineer AA Fire Paramedic AA	\$ 8,961	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193
76F	Fire Engineer BA Fire Paramedic BA	\$ 9,185	\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470
77F		\$ 9,412	\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470	\$ 11,760
78F		\$ 9,647	\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470	\$ 11,760	\$ 12,056
79F		\$ 9,888	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470	\$ 11,760	\$ 12,056	\$ 12,357
80F	Fire Captain	\$ 10,137	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470	\$ 11,760	\$ 12,056	\$ 12,357	\$ 12,667
81F	Fire Captain AA	\$ 10,391	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470	\$ 11,760	\$ 12,056	\$ 12,357	\$ 12,667	\$ 12,983
82F	Fire Captain BA	\$ 10,654	\$ 10,920	\$ 11,193	\$ 11,470	\$ 11,760	\$ 12,056	\$ 12,357	\$ 12,667	\$ 12,983	\$ 13,306

Salaries are effective the beginning of the pay period containing July 1, 2024

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2025 - JUNE 30, 2026
AFFA - 6.0%

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 7,793	\$ 7,992	\$ 8,187	\$ 8,393	\$ 8,606	\$ 8,820	\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736
68F	Firefighter AA	\$ 7,992	\$ 8,187	\$ 8,393	\$ 8,606	\$ 8,820	\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976
69F	Firefighter BA	\$ 8,187	\$ 8,393	\$ 8,606	\$ 8,820	\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226
70F		\$ 8,393	\$ 8,606	\$ 8,820	\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481
71F		\$ 8,606	\$ 8,820	\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745
72F		\$ 8,820	\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015
73F		\$ 9,038	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293
74F	Fire Engineer Fire Paramedic	\$ 9,265	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576
75F	Fire Engineer AA Fire Paramedic AA	\$ 9,499	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865
76F	Fire Engineer BA Fire Paramedic BA	\$ 9,736	\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159
77F		\$ 9,976	\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159	\$ 12,466
78F		\$ 10,226	\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159	\$ 12,466	\$ 12,779
79F		\$ 10,481	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159	\$ 12,466	\$ 12,779	\$ 13,098
80F	Fire Captain	\$ 10,745	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159	\$ 12,466	\$ 12,779	\$ 13,098	\$ 13,427
81F	Fire Captain AA	\$ 11,015	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159	\$ 12,466	\$ 12,779	\$ 13,098	\$ 13,427	\$ 13,762
82F	Fire Captain BA	\$ 11,293	\$ 11,576	\$ 11,865	\$ 12,159	\$ 12,466	\$ 12,779	\$ 13,098	\$ 13,427	\$ 13,762	\$ 14,104

Salaries are effective the beginning of the pay period containing July 1, 2025

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2026 - JUNE 30, 2027
AFFA - 5.0%

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
67F	Firefighter	\$ 8,183	\$ 8,392	\$ 8,597	\$ 8,812	\$ 9,037	\$ 9,261	\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222
68F	Firefighter AA	\$ 8,392	\$ 8,597	\$ 8,812	\$ 9,037	\$ 9,261	\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475
69F	Firefighter BA	\$ 8,597	\$ 8,812	\$ 9,037	\$ 9,261	\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738
70F		\$ 8,812	\$ 9,037	\$ 9,261	\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005
71F		\$ 9,037	\$ 9,261	\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283
72F		\$ 9,261	\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566
73F		\$ 9,490	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858
74F	Fire Engineer Fire Paramedic	\$ 9,728	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154
75F	Fire Engineer AA Fire Paramedic AA	\$ 9,974	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458
76F	Fire Engineer BA Fire Paramedic BA	\$ 10,222	\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767
77F		\$ 10,475	\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767	\$ 13,089
78F		\$ 10,738	\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767	\$ 13,089	\$ 13,418
79F		\$ 11,005	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767	\$ 13,089	\$ 13,418	\$ 13,753
80F	Fire Captain	\$ 11,283	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767	\$ 13,089	\$ 13,418	\$ 13,753	\$ 14,099
81F	Fire Captain AA	\$ 11,566	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767	\$ 13,089	\$ 13,418	\$ 13,753	\$ 14,099	\$ 14,450
82F	Fire Captain BA	\$ 11,858	\$ 12,154	\$ 12,458	\$ 12,767	\$ 13,089	\$ 13,418	\$ 13,753	\$ 14,099	\$ 14,450	\$ 14,809

Salaries are effective the beginning of the pay period containing July 1, 2026