

RESOLUTION NO. 7581

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 POLICE CIVILIAN EMPLOYEES' ASSOCIATION ("APCEA") 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 Police Civilian Employees' 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 APCEA 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 2nd day of July, 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. 7581 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 2nd day of July, 2024 and that said Resolution was adopted by the following vote, to wit:

AYES:       Cheng, Kwan, Wang, Cao, and Verlato

NOES:       None

ABSENT:     None

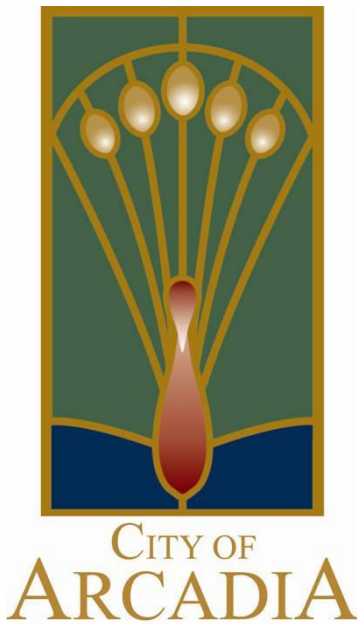


Clerk of the City of Arcadia

**CITY OF ARCADIA**

**AND**

**ARCADIA POLICE CIVILIAN EMPLOYEES  
ASSOCIATION**



**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2024 – JUNE 30, 2027**

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## **PREAMBLE**

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and communication between City Management and the City employees covered by this Memorandum. As a result of good faith negotiations between City Management representatives and Association representatives, this Memorandum sets forth the Agreement regarding wages, hours, and other terms and conditions of employment for the employees covered by this Memorandum. This Memorandum provides for an orderly means of resolving differences which may arise from time to time during its term.



## **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 Police Civilian Employees Association, a formally recognized exclusive employee organization, hereinafter referred to as the "Association", pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq.

### **Section B. APPROPRIATE UNIT**

The classifications covered by this agreement are:

Community Services Officer  
Dispatcher I & II  
Dispatch Services Supervisor  
Logistical Services Officer  
Police Records Technician I & II  
Property, Evidence, Crime Scene Technician

### **Section C. MUTUAL RECOMMENDATION AND IMPLEMENTATION**

This Memorandum of Understanding constitutes a mutual recommendation to be presented to the City Council, subsequent to the ratification meeting by the membership of the Association. It is agreed that this memorandum shall not be binding upon the parties either in whole or in part unless and until the City Council formally acts, by majority vote, to approve and adopt said Memorandum.

### **Section D. AUTHORIZED AGENTS**

The City's principal authorized agent shall be the City Manager, 240 W. Huntington Drive, Arcadia, California, 91007, except where a particular City representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

The Association's authorized representative is its elected President, 250 W. Huntington Drive, Arcadia, California, 91007.

### **Section E. NOTICE**

The City agrees to give the Association notice of any changes, additions, or deletions of bargaining unit classifications to facilitate any potential challenge the Association wishes to file. The agenda will be emailed to the Association's authorized representative at the same time the agenda is sent

to Commission members. The Association shall be responsible for providing the City with the authorized agent's email address.

## 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, unless otherwise stated therein, this Memorandum of Understanding shall be effective upon ratification of the City Council and shall cover the term of July 1, 2024, through June 30, 2027.

### Section B. 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, the remaining Sections of this agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association, upon request, regarding the impact or implementation of the court order or decree or legislation.

### Section C. NO STRIKE CLAUSE

1. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to strike, stop work, slow-down, or picket obstructively, and the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.
3. It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge. For purposes of this article, any employee disciplined in accordance with this section shall be eligible to utilize the Disciplinary Appeals Procedure as referenced in Section XIX of this Agreement.



or by reason of, any action that shall be taken by the City for the purpose of complying with this Section.

3. Records. The APCEA Board shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to their Association within 60 days after the end of its fiscal year, a written financial report thereof in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

Section B. 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.

The City and the Association agree that neither party shall discriminate nor retaliate against any employee for the employee's participation or non-participation in any Association activity.

Section C. USE OF BULLETIN BOARDS

The City shall provide a designated locking bulletin board for the Association's use where bargaining unit employees have access during their normal working hours:

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 any information which is defamatory, derogatory or obscene, subject to the immediate removal of the right to post for a period not to exceed 90 days.

Section D. ASSOCIATION DESIGNATED PROFESSIONAL STAFF & STEWARDS

Subject to supervisory approval, nothing herein shall be construed to prevent an employee from contacting the Human Resources Director or other management representatives regarding personnel related matters during working hours.

Designated professional staff of the Association shall be provided reasonable access to work locations during working hours. Prior to visiting any work location, the Association staff representative shall contact the Human Resources Director, or designee, to advise of the general purpose of the visit and which specific area(s) will be visited. Access will not be unreasonably denied.

In the event the requested time and/or location of such visit by the designated professional staff is denied, the Human Resources Director, or designee, shall set an alternative time for such visit within 48 hours.

The Association may schedule meetings in the City Conference rooms or the City Council Chambers subject to the same restrictions as other organizations/individuals.

1. The Association Officers and Directors, not to exceed 4 employees, shall serve as the Association Stewards ("Stewards") for the organization and are authorized to represent their fellow employees.

The Association shall notify the employer annually in writing of the names of its Officers, Directors, and Stewards.

2. The Stewards shall each be given at least 1 work day without pay per year to attend required training, provided, however, that the employee may use vacation, compensatory time or floating holiday time. The Association will provide one pay period's notice of the need for such time off.
3. Additionally, as noted above, an individual Steward shall be provided reasonable release time during their regular work shift, which will not be unreasonably denied, for the purposes of providing representation to the Association's members for situations that include, but is not limited to:
  - a. Representation at a meeting that is reasonably expected to result in discipline.
  - b. Representation at a grievance hearing.
  - c. Special meeting with Human Resources Director, designee, or any other City Management representative to resolve problems within the scope of bargaining.
  - d. A 30 minute orientation period with new hires at the beginning of any new unit employee orientation conducted by the Human Resources Department.
4. Up to 5 members of the Association negotiating team shall be allowed reasonable time off without loss of compensation or benefits when formally meeting and conferring with City representatives on matters within the scope of representation. This shall include ½ hour immediately before the meet and confer sessions and ½ hour after the meet and confer sessions. Additionally, Association negotiating team shall be provided a maximum of 2 hours per month of release time during their regular work hours to attend to other Association negotiation team business, as needed.

Section E. REASONABLE NOTICE

Except in the case of a bona fide emergency, the City will provide at least 15 business days' notice prior to implementation of changes to matters within the scope of representation as defined under the MMBA.

The City shall electronically communicate a copy of each agenda for all City Council and/or Human Resources Commission meetings to the Association President.

## Section F. LIST OF NAMES

Within 15 working days, the Association shall email the City a revised list showing any changes in list of Officers and Directors of the Association. The Association shall also email the City with the names of any professional Staff Representative retained by the Association. Within 15 working days, the City shall email the Association regarding any change of designated representatives.

## 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 work force 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 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, including the right to subcontract unit work.

## ARTICLE V COMPENSATION AND RETIREMENT

## Section A. SALARY SCHEDULES

The City agrees to increase APCEA salary ranges and employees' base salaries 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 in Exhibit A and incorporated herein.

In addition, the APCEA will be given a one-time non-PERSable bonus of \$20,300 to be distributed to APCEA employees. Actual distribution amounts for each employee shall be determined by the APCEA. The Association shall indemnify, defend, and hold the City harmless from and against all claims and liabilities as a result of implementing the terms of the one-time non-PERSable bonus.

#### Section B. RETIREMENT FOR EMPLOYEES HIRED BEFORE JULY 1, 2011

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. 2.5% @ 55 retirement formula (Government Code §21354.4).
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. Third level 1959 Survivors Benefit allowance (Government Code §21573).
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. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments as pre-tax payroll deductions.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. 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 Section §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 Section §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 follows:

Employees will pay 7% of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.

11. In addition to the foregoing cost sharing payments, employees shall continue to pay the 1% member contribution currently paid by employees to CalPERS.
12. The City shall continue to pay the cost of the employees' member contribution to CalPERS in the amount of 7% (EPMC) and shall continue to report that as additional compensation pursuant to Section §20636(c)(4) of the Government Code. Further, said amount will be allocated to the employee's retirement account.
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 0.276%. The cost-sharing arrangement will be implemented as follows:

Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.

Section C. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011, AND BEFORE JANUARY 1, 2013

The City contracts with the State of California Public Employees' Retirement system (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. **2% at age 60** retirement formula (Government Code §21353).
2. 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. Third level 1959 Survivors Benefit allowance (Government Code §21573).
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. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments as pre-tax payroll deductions.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employee will pay the full 7% member contribution to CalPERS via payroll deduction from date of hire.
11. 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 0.276%. The cost-sharing arrangement will be implemented as follows:  

Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.

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

The City contracts with the State of California Public Employees' Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

1. 2% at age 62 retirement formula (Government Code §7522.20).
2. 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. Third level 1959 Survivors Benefit allowance (Government Code §21573).
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. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments as pre-tax payroll deductions.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employee will pay 50% of the normal cost as a member contribution to CalPERS on a pre-tax basis via payroll deduction.
11. 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 0.276%. The cost-sharing arrangement will be implemented as follows:

Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.

Section E. DEFERRED COMPENSATION (457 PLAN)

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 Plans.

Section F. PROMOTION OR ADVANCEMENT IN RATE OF COMPENSATION

1. When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than an approximate 5% increase in compensation unless the top step in such range provides less than that amount. Such approximate 5%, shall be measured by the range from which the employee is promoted.
2. 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 increases for promotion will follow Section H. "Advancement Through Steps" below.

Section G. PERCENTAGES BETWEEN STEPS

The parties acknowledge that the percentages between steps within a range are approximately 2.5%. Effective the beginning of the pay period containing July 1, 2025, APCEA salary ranges shall be established as set forth in Exhibit A. Incumbent employees will remain at the step for their then-equivalent salary (i.e. Step B will become the new Step A), and subsequent advancement through steps shall coincide with each employees' next step increase eligibility date, based upon satisfactory performance.

Section H. ADVANCEMENT THROUGH STEPS

The 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 at Step A in a new classification not previously held by the employee:

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

A salary step advancement at 6 months will be determined upon satisfactory performance during this test period 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 an 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.

## **ARTICLE VI                      HOURS**

### **Section A.    OVERTIME**

With the approval of the City Manager, and when necessary to perform essential work, a Department Director may require an employee(s) to work at any time other than during regular working hours until such work is completed. Employees who work beyond 40 hours in a designated FLSA period, or who work outside of the regularly scheduled shift, shall be paid at the rate of one and one-half times the employee's regular hourly rate, except when temporary adjustments ("flexing hours") are made within the designated FLSA period by mutual agreement between the employee and their Department.

For purposes of FLSA overtime calculation, paid sick leave when accompanied by a doctor's slip verifying illness and all other paid leave time shall be regarded as "hours worked". No overtime credit shall be allowed for any period less than one-quarter hour. Overtime shall be rounded to the nearest one-quarter hour.

When a represented employee is directed by their Department Director or the City Manager to attend classes or City functions at times other than regularly scheduled work hours which cause the employee to be in a work status in excess of 40 hours in a designated FLSA period, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay. This does not apply to classes or other functions which the employee voluntarily attends.

The Department Director or City Manager may permit an employee to accumulate compensatory time in lieu of paid overtime. With Department Director approval, employees shall be permitted to accumulate compensatory time only to a maximum of 100 hours. When the maximum level of compensatory time is reached, overtime shall be paid. Each employee may cash out up to 80 hours of their available compensatory time hours one time during each fiscal year at the employee's regular rate of pay.

An employee who has accrued compensatory time off and has requested use of accrued compensatory time, shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operation of the City. An employee's request to use compensatory time shall not be denied on the basis that it would require the payment of overtime to the replacement employee. The City will assist

employees by posting the opportunity for the shift vacancy created by the Compensatory Time Off request, however, it is the responsibility of the employee to find coverage, as the City will not force hire an employee to cover the compensatory time off request.

The City shall make reasonable efforts not to revoke requests for compensatory time off that have been approved 2 weeks prior to the date of leave.

Section B. REST PERIODS

For each 8, 9, 10 and 12 hour shift worked, each represented employee, except Dispatcher I, Dispatcher II and Dispatch Services Supervisor, reasonable effort will be made to provide two 15-minute rest periods, one each approximately at the mid-point of each one-half shift. Office personnel shall not leave City property during break periods unless their duties so require. Rest periods are not cumulative and may not be taken concurrently with lunch periods.

Each represented employee, except Dispatcher I, Dispatcher II, and Dispatch Services Supervisor shall be provided an uninterrupted 30 minute uncompensated meal period scheduled approximately half way through their respective shift. If the opportunity for an uninterrupted meal period is not provided during any shift, the involved employee will receive 45 minutes of compensatory time off added to their comp time bank or 30 minutes at time and one-half pay.

Section C. WORK SCHEDULES

1. The City may establish and change work schedules, work times and work hours, and assign employees thereto, in its sole discretion; provided, however, if the City decides to eliminate a current alternate work schedule (5/40, 9/80, 4/10, or 3/12), the City agrees it will meet and confer with the Association prior to eliminating the alternate work schedule. If, after meeting and conferring with the Association, the City decides to proceed with its decision to eliminate an alternate work schedule, affected employees shall receive a minimum of 2 weeks' notice of the change.
2. Except for emergencies and temporary changes in work schedules, work times and work hours, which shall be defined for six months or less, affected employees shall be given a minimum of 2 weeks-notice of change in work hours, work times and work schedules. In the case of an emergency or temporary change in work schedules, work times or work hours, reasonable notice shall be given to affected employees.

3. Employees assigned to rotating schedules shall be allowed to conduct mutually agreed upon shift trades for each rotation, subject to management's right to deny or limit such trades due to operational reasons which include, but are not limited to, an employee's probationary status, an employee's performance issues, or employee training.

See Side Letter Attached as Exhibit B.

## **ARTICLE VII LONGEVITY PAY**

Effective the beginning of the pay period containing July 1, 2024, a Longevity pay benefit will be paid to each employee based on the below schedule:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5-9 Years	<b>\$ 69.23</b>
10-14 Years	<b>\$ 92.31</b>
15-19 Years	<b>\$ 115.38</b>
20 Years and beyond	<b>\$ 230.77</b>

The Longevity Pay benefit is effective the pay period an employee reaches 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 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. Permanent part-time employees shall receive one-half of the benefit.

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 is 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 1 year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Advancement Agreement. Employees who retire on a Disability, 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.

If an employee terminated for disciplinary cause refunds tuition reimbursement under this provision and the employee is reinstated with back pay at the conclusion of the disciplinary appeals process, set forth in the City's Personnel Rules, back pay shall include the refunded tuition reimbursement.

## ARTICLE IX MILEAGE REIMBURSEMENT

Mileage is reimbursed at a rate established by the City for travel in an employee's personal vehicle in connection with City business. Prior approval must be obtained from the immediate supervisor or Department Director. If travel is required frequently during a month, reimbursement will be made once a month. Completed mileage forms shall be submitted to the Department Director consistent with the administrative policy.

Any employee authorized to use a personal vehicle must maintain an insurance policy meeting the standards established by the City Manager.

## **ARTICLE X HEALTH, DENTAL AND LIFE INSURANCE**

### **Section A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE JULY 1, 2024, OR THE DATE OF COUNCIL ADOPTION, WHICHEVER OCCURS LAST**

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.

Effective July 1, 2024, or the date of Council adoption, whichever occurs last, the City shall provide a maximum contribution inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts:

Employee Only: \$1,050/month

Employee +1 Eligible Dependent: \$1,400/month

Employee +2 or More Eligible Dependents (Family): \$1,800/month

- a. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
  - b. The employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.
  - c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.
2. Dental Insurance – mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month ("**Dental**



**Contribution”)** toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.

3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000.00 life & AD&D benefit for eligible employees.
4. 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. This vision plan will be Vision Service Plan, option B.
5. Optional Benefits – Full Time Employees: 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.

Section B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2024, OR THE DATE OF COUNCIL ADOPTION, WHICHEVER OCCURS LAST

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.

Effective July 1, 2024, or the date of Council adoption, whichever occurs last, the City shall provide a maximum contribution, which is inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts:

Employee Only: \$866/month

Employee +1 Eligible Dependent: \$1,400/month

Employee +2 or More Eligible Dependents (Family): \$1,800/month

- a. If the City’s contribution exceeds the cost of the employee’s elected coverage (e.g. Employee Only, Employee +1, Family), no amount shall be given in cash as taxable income.
- b. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.

- c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.
2. Dental Insurance – mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month (“**Dental Contribution**”) toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000.00 life & AD&D benefit for eligible employees.
4. 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. This vision plan will be Vision Service Plan, option B.
5. Optional Benefits – Full Time Employees: 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.

Section C. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS

1. **Excess Contributions for Employees Hired Before July 1, 2021.** If the City’s contribution, up to a maximum of \$1,049/month, exceeds the cost of the employee’s elected coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed as taxable income.
  - a. Those employees hired before July 1, 2021, who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021, and then reduced to an amount that will allow the City-wide Total Medical Plan Payment to be less than 20%. This amount of the reduction will not be greater than 19.51% of the amount received as of July 1, 2021. This amount will result in the employee’s new capped cash-in-lieu.
  - b. Those employees hired before July 1, 2021, who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu limit based on their elected reduced amount, and will forfeit their previous cash-in-lieu limit.
  - c. Employees hired before July 1, 2021, who did not take cash-in-lieu as of July 1, 2021, for any unused portion of the City’s

contribution toward benefits shall no longer be eligible to receive cash.

2. **Cash In Lieu of City Coverage for Employees Hired Before July 1, 2021.** Employees are required to carry one of the City's designated medical plans unless they opt out. Employees hired before July 1, 2021, may receive cash-in-lieu for opting out of the City's designated medical plans, up to a maximum of \$1,049/month, during the annual open enrollment period by signing a written waiver each year, that attests that the employee and each member of the employee's Tax Family (i.e. all individuals for whom the employee expects to claim a personal exemption deduction for the upcoming tax year) each has alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California) for the upcoming tax year. If employees provide the executed written waiver and documentation confirming that he or she is enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in Section C.1 above, and subject to the limitations enumerated in Section C.1.a.-c., to be taken as taxable income.
3. Employees hired after July 1, 2021, shall not be eligible to receive cash in lieu of benefits nor for excess contributions above their enrollment elections.

#### Section D. REGULAR PART-TIME EMPLOYEES

The City shall provide regular (benefitted) part-time employees in a classification represented by this Agreement with the following contributions.

1. CalPERS Health Program. The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) ("**Minimum Contribution**") per month per employee for health insurance.
  - a. The City shall pay up to a maximum of \$524.50 per month per part-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage. No amount shall be given in cash as taxable income.
  - b. If the premium cost of the health plan exceeds the contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.

- c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and adoption certificates.
2. Dental Insurance – mandatory enrollment: The City will contribute the employee only cost for Delta Care 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 – Regular Part-Time Employees: 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.
4. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall continue to provide a \$75,000 Life & AD&D benefit for permanent part-time eligible employees.
5. Vision Plan: The City shall provide each regular part-time employee with a vision plan, with the City paying the premium up to the cost of the family plan. This vision plan will be Vision Service Plan, option B.

Section E. RETIREE HEALTH INSURANCE FOR EMPLOYEES HIRED BEFORE JULY 1, 2011

1. **Program Description**

For employees hired before July 1, 2011 and retiring from the City on or after January 1, 2012 (“**Tier II Retirees**”), the City agrees to provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier II Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., One-Party or Two-Party) as shown in the chart below.

2. **Premium Payment**

The total Premium Payment shall be payable in the following form: (1) PEMHCA (“PEMHCA”) Minimum Contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to the difference between the cost of plan in which the Tier II Retiree enrolls, subject to the caps below, and the PEMHCA Minimum Contribution (“**Reimbursement**”). If a retiree enrolls in a more expensive plan, the Tier II Retiree will be responsible for payment of any premium in excess of the capped amount.

	Tier II Retiree Premium Payment
One-Party (Retiree Only)	\$ 505.63*
Two-Party (Retiree + Spouse)	\$ 1,011.26*

*\* These amounts were established based on the 2012 PERS Choice plan for Los Angeles. The Premium Payment includes the PEMHCA Minimum, paid directly to CalPERS, not to the eligible retiree.*

As specified below, the Reimbursement shall cease for the Tier II Retiree upon eligibility for Medicare coverage, and the Reimbursement shall cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

### 3. **Eligibility Requirements**

Tier II Retirees must be “eligible retirees” in order to receive the benefits described in this subsection. Eligible retirees must meet the following requirements:

- a. An eligible retiree is an employee who retires from City service on a service, disability, or industrial disability retirement and has 1,000 hours of accumulated sick leave at the date of retirement.

An employee who has fewer than 1,000 hours of accumulated sick leave at the date of retirement may become eligible for the retiree health benefit by paying the City an amount equal to the Employee’s daily pay rate at the time of retirement times the number of hours needed to meet the 1,000 hours of accumulated sick leave requirement, with the following restrictions:

- i. The employee must have reached the age of 55; and
- ii. The employee must be employed by the City of Arcadia and must have worked full-time for the City of Arcadia for a minimum of 15 years.
- iii. To meet the 1,000 sick leave hour requirement, the employee would be limited to either purchasing up to a maximum of 350 hours worth of sick leave in an amount equal to the employee’s daily pay rate at the time of retirement or the employee may convert the dollar value of accumulated vacation hours to reach the dollar value of up to 350 sick hours; 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 a an absence or absences caused by

a catastrophic, life threatening illness or injury suffered by the employee or a family dependent living in the employee's household, the limitation of 350 hours will be excused.

- b. The retiree, and if applicable, the retiree's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City's Premium Payment.

4. **Termination of Eligibility**

An eligible retiree shall cease to be eligible for the City's Reimbursement upon becoming eligible for Medicare coverage. The retiree's spouse shall become ineligible for the City's Reimbursement upon becoming eligible for Medicare coverage or after 15 years, whichever occurs first.

Section F. **RETIREE HEALTH INSURANCE 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 III Retiree**"), the City will pay no more than the PEMHCA Minimum Contribution. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum Contribution.

**ARTICLE XI                      DISABILITY INCOME INSURANCE**

The City shall provide disability income insurance up to a maximum total monthly payment of **\$12.81** per eligible employee, as currently defined by the insurer to be an employee who works at least 30 hours per week, during the life of the Agreement.

**ARTICLE XII                      MEDICAL EXAMINATIONS**

Section A. All medical examinations required by the City shall be paid for by the City in accordance with the City of Arcadia Personnel Rules and Regulations.

Section B. An employee at any time may be required by the appointing power to take a medical examination, paid for by the City, to determine fitness for duty.

**ARTICLE XIII                      UNIFORMS**

Section A. Upon hire, the City shall provide the following employees with 4 sets of uniforms consisting of long sleeve shirt, short sleeve shirt, pants/skirt, cross-tie/tie, and any two of the following items: a sweater, a medium-weight

uniform jacket, and appropriate logoed sweatshirt (cannot be worn in public areas as defined by the Chief of Police).

- Community Services Officer
- Dispatcher I/II
- Dispatcher Services Supervisor
- Logistical Services Officer
- Police Records Technician I/II
- Property, Evidence, Crime Scene Technician
- Senior Police Records Technician

Uniforms shall be replaced on an as needed basis, pursuant to Department procedures.

In addition to the above uniforms, the City shall provide 2 polo shirts to each employee each year.

Section B. Upon termination of employment the employee shall turn in all uniforms issued.

Section C. The City shall provide a safety shoe allowance up to a maximum of \$125 per fiscal year for Community Services Officers.

The City shall designate safety shoe standards. A purchase order, not to exceed the maximum fiscal year amount referred to above, shall be provided upon the employee's request. Once the employee has purchased safety shoes in this manner, the safety shoe shall be required footwear. Wearing of safety shoes is limited to City work hours.

Section D. The City shall continue to report \$232.00 per year to CalPERS as special compensation for Uniform Allowance 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 XIV LEAVES OF ABSENCE**

### **Section A. NON-MEDICAL LEAVES WITHOUT PAY**

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 without pay subject to the following restrictions:

1. Length – leave of absence without pay may be granted for a period not to exceed one 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 the employee 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 their 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 their classification before or at the expiration of their leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to their 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.
5. 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.
6. 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.
7. The City shall continue to provide health, dental, life, and disability insurance for an employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the employee who wishes to continue any insurance coverage beyond the 30 calendar days, to notify the Human Resources Office of their intent to continue coverage and to remit the full monthly premium for any coverage to the Administrative Services Department.

Section B. FAMILY CARE AND MEDICAL LEAVES

Upon the written request of an employee, the City shall grant any and all Family Care and Medical Leaves as required by law.

Section C. TEMPORARY 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.

This leave provision does not apply to employees who are drafted or receive orders to military duty for periods longer than 180 calendar days. Employee's rights to return to vacant positions after an absence that exceeds 180 calendar days shall be governed by the applicable Federal and State law.

#### Section D. VACATION LEAVE

1. Accumulated vacation leave shall be granted at the discretion of the appointing power.
2. Effective the beginning of the pay period following Council adoption of this MOU, vacation may not be accumulated beyond the amount accumulable for a 31.2 pay period basis (1.2 years' worth of vacation). Upon initial implementation of the new reduced accumulation cap, the City will cash out to APCEA employees any vacation leave exceeding the new cap, plus an additional 40 hours. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employee's accrual has been reduced below this maximum amount.

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.

3. 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.

4. 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 rate of compensation applicable at the time he leaves the City employ. If an employee works 50% of the final pay period, the employee shall receive credit for that pay period's vacation. If an employee works less than 50% of the pay period, the employee accrues nothing.
5. Effective the beginning of the pay period following Council adoption of this MOU, full-time employees covered by this Agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment as follows:

<u><b>Years of Service</b></u>	<u><b>Accrual Rate</b></u>	<u><b>Hours Per Year Accrued</b></u>	<u><b>Max Accrual</b></u>
0-4 years	3.85 hours	100 Hours	120.00
5-9 years	5.77 hours	150 Hours	180.00
10-14 years	6.54 hours	170 Hours	204.00
15+ years	7.69 hours	200 Hours	240.00

Part-time employees covered by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment as follows:

<u><b>PT Years of Service</b></u>	<u><b>PT Accrual Rate</b></u>	<u><b>PT Max Accrual</b></u>
0-4 years	1.93	60.00
5-9 years	2.89	90.00
10-14 years	3.27	102.00
15+ years	3.85	120.00

6. Vacation scheduling for the dispatch, records, and community services officer work sections, excluding supervisory and management employees, shall be determined by seniority within each work section, provided that the employee's vacation request is made within one month prior to the applicable master vacation schedule. Requests made during the applicable period of the master vacation schedule will be considered on a first come, first served basis.
7. Employees may elect to sell back vacation during a calendar year, not to exceed a maximum of 80 hours in the calendar year.

Effective for calendar year 2025 and every year thereafter: By December 31 (beginning in 2024) of each year, employees who wish to sell back vacation time must make an irrevocable election to cash out

up to eighty (80) hours of vacation leave that will be earned in the following calendar year.

Section E. SICK LEAVE

1. Every full-time employee covered by this agreement shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City, or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours.

Paid sick leave will carry over each year of employment. Employees may accumulate up to a maximum of 1,500 hours of sick leave with pay.

2. 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 City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity. If the City requests medical certification, the request for the certification shall be made prior to the employee's return to work.
3. For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.
4. Except as provided hereinafter, 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, an 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 a reasonable effort to schedule medical appointments during non-working hours.

5. Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section J of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.
6. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section E. 4, 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 stands 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.
7. In case of absence due to illness, if the paid sick leave is foreseeable, the employee shall notify their department within reasonable advance notice and explain the nature of the illness. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes

The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.

8. 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.

9. If an employee works in the final pay period, the employee shall receive credit for that pay period's sick leave accrual based on the following:

0 to 29 hours:	No accrual
30 to 39 hours:	1 hour
40 and above:	3.693 hours

**10. Unused Sick Leave.**

Unused sick leave is not cashed out 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 laws 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 in Article XIV, Section E.1 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.

Section F. **BEREAVEMENT LEAVE**

**Death In Family.** 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. For the first three (3) days, employees may use the City-paid bereavement leave and for the remaining two (2) days, employees may use any of their accrued leave balances.

At the time of death, or where death appears imminent, in the immediate family, an employee, may be granted a leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse, the employee or employee's spouse's mother or stepmother, father or 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 shall be granted based on employee's current work shift up to a maximum of 3 days.

**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 G. HOLIDAYS

1. Effective July 1 of each year, the City shall credit each member of the bargaining unit with 96 hours of holiday leave bank based on the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	The Third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Day after Thanksgiving Day	The Friday following the fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

An employee may use the holiday leave bank in any increment, at any time, in the same manner as vacation is scheduled and taken. Employees can choose to cash out holiday hours any time prior to the end of the fiscal year or any remaining hours at the end of that fiscal year. Employees can only elect to cash out once in a fiscal year. 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.

An employee who separates employment shall, depending on the circumstances, be entitled to a proportionate share of their holiday leave bank not taken based on the number of holidays occurring prior to date of separation (i.e., an employee who separates on January 2 would be entitled to 64 hours less any time already utilized or cashed out) or be required to reimburse the City on a proportionate basis for any excess holiday leave taken or cashed out (i.e., if an employee separates on January 2 and has already used 88 hours of holiday leave, they would be required to reimburse the City 16 hours. Such reimbursement shall first be made from accrued vacation and/or compensatory time; if such reimbursement is not sufficient, the remaining dollar equivalent shall be deducted from the employee's final paycheck).

2. In lieu of Citywide holiday to celebrate Admissions Day, full-time employees shall receive one 8 hour floating holiday to be scheduled by the employee in the same manner as vacation leave. Additionally, full time employees shall receive an 8 hour floating holiday for their birthday to be scheduled by the employee in the same manner as vacation leave. Floating holidays shall not carry over into subsequent fiscal years and failure to schedule a floating holiday in the fiscal year in which it is earned shall result in its loss. If the City re-adopts Admissions Day as a fixed Citywide holiday, the floating holiday shall cease and eligible employee shall receive the fixed Citywide holiday.

Full time employees in the unit employed on July 1, of the fiscal year shall conditionally accrue 16 hours of floating holiday. If the employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is based (Admissions Day and/or the Employee's birthday), said floating holiday leave shall be repaid to the City through payroll deduction. Employees hired after the beginning of the fiscal year shall accrue floating holiday only if the employee is employed before the date on which the floating holiday is based (Admissions day and/or the Employee's birthday). As an example, an employee hired on July 15, whose birthday is August 5, would receive a floating holiday for their birthday and Admissions Day for that fiscal year. However, if that same employee was hired on March 15, the employee would not receive any floating holiday benefit for that fiscal year.

3. An employee required to work or attend a class or function on any holiday allowed to them by this Section shall be paid for the holiday, and in addition, they shall be compensated in accordance with FLSA's applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes longevity pay. A holiday allowed by this section occurring during any leave of absence with pay shall be added to the number of working days' leave of absence to which such employee is entitled.
4. For full-time employees assigned to an alternate work week, and scheduled to work 9 or more hours, but for the holiday would have been scheduled to work 9 or more hours, the employee may use accrued vacation time, accrued comp time, floating holiday time or unpaid leave to make up any difference between the provided 9 hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday. For example, if a holiday falls on a day an employee is scheduled to work 10 hours, the employee shall receive 9 hours of holiday pay and be permitted to use other accrued leaves to make up the extra hour for that day.

5. The tables below provide examples of how the Holiday Pay and applicable overtime will be calculated.

Example of hours paid if the employee is scheduled to work on a holiday. In this example, it is for a **12 hours shift**.

	<b>Current</b>	<b>New MOU Effective April 1, 2014</b>	<b>Description</b>
Shift Hours Paid	12	12	@ regular rate of pay
O/T hours paid (8 hrs @ 1.5)	12	8	8 hours provided in Holiday Bank
		<b>4</b>	Additional Compensation of hours for comparable pay to the prior agreement (the .5 portion of the O/T)
<b>Total Hours Paid:</b>	<b>24</b>	<b>24</b>	

Example of hours paid if the employee is scheduled to work on a holiday. In this example, it is for a **10 hours shift**.

	<b>Current</b>	<b>New MOU Effective April 1, 2014</b>	<b>Description</b>
Shift Hours Paid	10	10	@ regular rate of pay
O/T hours paid (8 hrs @ 1.5)	12	8	8 hours provided in Holiday Bank
		<b>4</b>	Additional Compensation of hours for comparable pay to the prior agreement (the .5 portion of the O/T)
<b>Total Hours Paid:</b>	<b>22</b>	<b>22</b>	

6. Represented part-time employees who work more than 40 hours in a pay period shall receive holidays in the same manner and under the



same conditions as full-time employees at one-half the level of full-time employees.

Section H. JURY LEAVE

When an employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay. The City will compensate jury service up to 80 hours per year. All hours in excess of 80 shall not be compensated unless the employee uses accrued vacation or compensatory time. The employee shall remit to the City all fees received except mileage. For employees assigned to an alternate work week, pay for jury duty shall not be provided on regularly scheduled days off. When released from any day of service prior to the end of the normal work schedule, an employee shall contact their supervisor for direction.

If an employee is assigned to a graveyard or swing-shift schedule and is required to report for Jury Service on a working day (i.e. scheduled to work that day/evening) they will not be required to come to work and will be paid for that shift. This will only apply to the first day of Jury Service.

The City, at its discretion, will administratively reassign employees assigned to jury duty to an 8 hour per day schedule or an 8 hour per day forty hour per week schedule for the duration of jury duty.

Section I. COURT WITNESS LEAVE

An employee who is subpoenaed or required to appear in court for a non-work-related matter as a witness shall be deemed to be on leave of absence and shall be permitted to use accumulated time off. With approval of the appointing power and City Manager, an employee may be granted leave with pay during his required absence. The employee shall remit to the City fees received except mileage. A paid leave of absence shall not be granted for time spent in Court on personal cases, provided however that the employee can use accumulated time off.

Section J. INDUSTRIAL ACCIDENT LEAVE

1. Industrial accident leave shall be granted to employees with three or more full years of continuous service with the City.
2. Industrial accident leave shall be allowed for a maximum of ten months or as provided by law whichever is greater and shall be computed from the date said absence is necessitated due to effects of the industrial injury. Industrial accident leave shall be equivalent to the employee's regular base salary and any temporary disability compensation payment required by law shall be deducted from the industrial accident leave payment. Lost time due to an injury on duty shall not be charged against

an employee's accumulated sick leave after all industrial accident leave is expended.

3. Compensation shall continue until the employee returns to work, industrial accident leave is exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.
4. The City reserves the right to require an employee to furnish proof from a physician of the cause and necessity of absence during an industrial accident leave.
5. "Industrial accident" as used in this Article, is defined as any illness or injury arising directly out of the employment of the employee which forces the employee to be absent from work upon the advice of a physician. The determination of whether an illness or injury results from an industrial accident shall be made by the City in consultation with its Workers' Compensation administrators or as determined by the WCAB.

## **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 a provisional appointment is made to a probationary position and subsequently the appointee is appointed to the position as a probationary employee, with no time interval between the provisional and probationary appointment, the "employment date" as herein defined, shall be the date first appointed on a provisional basis.

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.

For the classifications of Dispatcher I, Dispatcher II, Community Service Officer, and Police Records Technician I/II and Senior Police Records Technician the probationary period for all eligible candidates appointed from an open competitive examination and/or who are not currently employed by

the City in a permanent position, shall be 18 months. Eligible candidates currently employed by the City in a permanent position and are appointed from a promotional or open competitive list to these classifications, (except Dispatcher I promoting to a Dispatcher II) shall be on probation 12 months before attaining permanent status. A Dispatcher I who has successfully completed probation and is appointed from a promotional or open competitive list to Dispatcher II shall be on probation for 6 months before attaining permanent status.

Section C. Probationary period may be extended for up to six (6) months period.

Section D. A probationary employee who is holding a promotional position shall have the right to demotion to the classification in which they hold a permanent appointment, unless the employee was discharged for cause from City employment.

## **ARTICLE XVI                      SPECIAL PAY**

### **Section A.    ACTING PAY**

Any employee in the unit who is required, in writing, to work 5 consecutive working days or longer in a higher classification which is vacant due to sick leave, injury leave, vacation, termination or move up due to acting pay shall receive the following acting pay retroactive to the first day of the assignment:

1. 5% above their current rate of pay or A step of the higher classification, whichever is higher; or
2. Should such percentage exceed the top step of the range for the higher classification, the employee shall receive compensation at the top step of the higher classification.

Nothing contained herein shall apply to an employee who is being trained by the City to qualify for a higher classification.

### **Section B.    CALL-BACK PAY**

If a unit employee is required while off duty to report back to work on a call-out, they shall receive a minimum of 2 hours pay at straight time or the hours actually worked at the appropriate rate of compensation, whichever is greater. Call back pay shall commence upon the arrival of the employee at the work site.

Section C. COURT TIME PAY

When an employee is required by the City to report to court to testify during the employee's off-duty time, the employee shall receive a minimum of 4 hours of straight time or the actual time in court at the appropriate rate, whichever is greater. If the employee reports during the morning session and is released by the court but ordered to return after a significant break in time to testify during the court's afternoon session, the off-duty employee shall be entitled to receive an additional 4 hours at straight time or the actual time in court, whichever is greater. The Court's lunch break shall not constitute a significant break in time. Lunch breaks are unpaid

Section D. ON-CALL SUBPOENA PAY

If a unit member receives a subpoena AND is required to be on call, unit member shall receive 2 hours of pay at straight time.

Section E. BILINGUAL PAY

The total number of positions authorized for bilingual pay at any time is at the discretion of the Police Chief.

The Police Chief shall be responsible for determining appointments based on the following criteria:

1. Appropriate job positions/specific to a job assignment.
2. Employee has most frequently utilized bilingual skills in the past.

An employee who believes their position/job assignment has a need for their bilingual capabilities and/or has frequently utilized their bilingual skills in the past shall notify their direct supervisor in writing. The Police Chief will notify the City Manager and Human Resources if it is determined that the bilingual skills are needed. Once certified, the employee shall receive a bilingual pay stipend of **\$75 per month**. Once an employee is certified for bilingual pay, an employee shall be willing to assist other departments if bilingual assistance is needed during their work hours. The City and the Association agree that once an employee receives bilingual certification and the bilingual pay stipend, the employee will not have the stipend rescinded during the course of employment within the position for which the employee tested. If such time the employee promotes or is otherwise reassigned to another position and such need for bilingual skills is not needed, the Department Director will notify the employee and Human Resources in writing of the determination of removal of bilingual skills. Any employee who is not certified as bilingual by the City shall not be required to use a language other than English. However, when a member of the public, who does not speak English, asks an employee for assistance in a language other than English that the employee understands, the employee shall make a

reasonable effort to communicate with the member of the public in a polite and professional manner.

Section F. TRAINING PAY

An employee assigned by the Chief or their designee to perform the extra duty and responsibility of training new Police Cadets shall receive \$15.00 per day, in addition to their base salary, only while in the capacity of training the new Police Cadet.

An employee assigned by the Chief or their designee to perform the extra duty and responsibility of training a new full-time employee shall receive \$20.00 per day, in addition to their base salary, only while in the capacity of training the new employee.

**ARTICLE XVII                      LAYOFFS**

Section A. LAYOFF PROCEDURE

The City Manager or appointing power may layoff an employee because of change in duties or organization, deletion of service, adverse working conditions, shortage of work or funds or return of employees from authorized leave of absence.

The order of layoff shall be based on performance (outlined in Section C below), and the total cumulative time served in the same classification, from least to greatest, upon the date established for the layoff to become effective. The order of employee layoff in a department shall be as follows: temporary, provisional, probationary, permanent. The employee in the class with the least seniority in the department will be laid off and may exercise bumping rights, if any, to the least senior incumbent in the class in the City. However, if a vacancy exists in the class, there will be no bumping and the employee who is to be laid off will be reassigned to the vacant position.

Classified employees may only bump or voluntarily demote to a classified position and unclassified employees may only bump or demote to an unclassified position.

Permanent full-time employees who receive notice of layoff may, in lieu of layoff, voluntarily demote to the next lower classification that the employee previously held within the unit, provided such employee's seniority in the department is greater than the most junior employee holding the lower position. Permanent part-time employees may in lieu of layoff voluntarily demote to the next lower part-time classification that the employee previously held within the unit, provided such employee's seniority in the

department is greater than the most junior employee holding the lower position.

Employees in classifications which are found in more than one Department may in lieu of layoff voluntarily transfer to another City department in the same classification, or lower classification, provided there is a funded vacant position or provided the employee's seniority is greater than the most junior employee holding the position.

An employee who transfers across departmental lines shall serve a six-month probationary period. If the employee fails the probationary period the employee shall then be placed on the re-employment list, and the employee who was laid off shall be reinstated.

#### Section B. RE-EMPLOYMENT LIST

The names of employees shall be placed upon re-employment lists in the reverse order of the layoff. Re-employment lists shall remain effective for 18 months from the effective date of separation from service. Failure of the employee on the re-employment list to provide the City their current address shall result in the employee's name being removed from the eligibility list.

#### Section C. DEFINITIONS

1. Employee – Full-time and part-time worker of the City of Arcadia, irrespective of probationary or permanent status.
2. Permanent Employee – Full-time and part-time worker of the City of Arcadia who has successfully completed the applicable probationary period.
3. Layoff – Permanent separation from employment with the City as a result of a work reduction.
4. Performance – The rating received by the employee from the City of Arcadia's evaluation process. For the purposes of layoffs, seniority will only be disregarded if an employee's overall performance evaluation rating in any one of the last three years is below proficient. In such case, the layoff shall be based upon performance.
5. Work Reduction – A decrease in the level of service or amount of product output by the City.

## **ARTICLE XVIII                      PERSONNEL FILES**

Section A.     The City shall maintain a central personnel file for each employee in Human Resources. Supervisors may maintain working personnel files.

If a supervisor maintains a working personnel file, copies of written material which is to be used as a basis for employee discipline shall be sent to the central personnel file and given to the employee.

Copies of performance evaluations and/or disciplinary actions shall not be entered in the file, until the employee is given a copy and an opportunity to review and comment thereon. The employee shall be given an opportunity during working hours to initial, date, and file a written response to the material. The written response shall be attached to the material.

Copies of letters of commendation and/or certificate of commendation from the City Council or City Manager shall be placed in the employee's personnel file.

An employee or their designated representative (in writing) shall have the right to examine and/or obtain copies at the employee's expense, of any material from the employee's personnel file with the exception of material that includes ratings, reports and records which were obtained prior to the employment of the involved employee.

Section B.     Discipline older than 3 years will not be considered in promotional recruitments.

## **ARTICLE XIX                      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 City and/or Department 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 City and/or Department Personnel Rules and Regulations.

3. Department Director – The department director or designee.
4. Work day – A work day is any day the City offices are regularly open for business.
5. Exclusions from the Grievance Procedure:
  - a. The procedure is not to be used for the purpose of changing wages, hours and working conditions. Allegations involving wages, hours and working conditions may thus be grieved only if the grievance involves a misapplication or misinterpretation of an express provision of the MOU or a City/Department Personnel Rules and Regulations.
  - b. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. Allegations that the City has failed to comply with an evaluation procedure set forth in a specific provision of the MOU and/or City/Department Personnel Rules and Regulations are grievable.
  - c. 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. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.
  - d. The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension, removal or other disciplinary action. Appeals of disciplinary actions are covered by the City's Personnel Rules and Regulations.
  - e. The procedure is not to be used to challenge examinations or appointment to positions. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

Section B. 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 C. EMPLOYEE REPRESENTATION

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

Section D. 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 or her immediate supervisor.

Section E. 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 or 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 Human Resources 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 Director'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 F. 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. The exhibits shall be emailed to the Human Resources Department. 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:

- a. 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.
- b. 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.
- c. 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.
- d. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- e. Irrelevant and unduly repetitious evidence may be excluded.
- f. 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.
- g. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- h. 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:
- a. The Chair of the Human Resources Commission (“Chair”) shall announce the issues after a review of the statement of issues presented by each party.
  - b. The grievant (employee) shall be permitted to make an opening statement.
  - c. The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.
  - d. The grievant shall produce their evidence.
  - e. The respondent may then offer its evidence.
  - f. The grievant followed by the respondent may offer rebutting evidence.
  - g. 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 XX                      DISCIPLINARY ACTIONS**

### **Section A.    DISCIPLINARY ACTION: SUSPENSION, SALARY REDUCTION, DEMOTION AND DISMISSAL**

The appointing powers are vested with the right to discipline or to dismiss permanent employees as provided by this section.

A permanent employee holding a position in the classified service shall be subject to suspension without pay, salary reduction, demotion or dismissed for cause. A permanent employee in the classified service shall have the right to appeal the suspension without pay, demotion, or dismissal to the Human Resources Commission. If the appeal is timely filed, a hearing will be scheduled by the Human Resources Commission in accordance with the City's Personnel Rules.

Probationary employees are subject to demotion or dismissal without cause or right to a hearing except as otherwise required by law.

Section B. SALARY REDUCTION

An employee may be disciplined by reduction in compensation to any step in the salary scale applicable to the employee's current classification or to the classification to which the employee is demoted.

Section C. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence may be considered cause for up to and including dismissal, subject to the City's disciplinary appeals process.

## ARTICLE XXI

## FULL UNDERSTANDING

This Memorandum of Understanding and attached side-letters 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 that the City will meet and confer as required by law, before implementing changes.

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 except as set forth above. The parties may mutually agree in writing to meet and confer on any subject contained in this agreement during the life of this agreement.

The parties have caused this Memorandum of Understanding to be executed this 2nd day of July 2024.

ARCADIA POLICE CIVILIAN  
EMPLOYEES' ASSOCIATION



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Emily Hess, President

CITY OF ARCADIA



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Dominic Lazzaretto, City Manager



## 2024- 2027 Negotiation Teams

### **APCEA Negotiating Team**

Emily Hess,  
*President*

Sheri Everhart,  
*Negotiating Team Member*

Danny Juarez,  
*Negotiating Team Member*

Christina Mendez,  
*Negotiating Team Member*

Ruth Pena,  
*Negotiating Team Member*

### **City of Arcadia 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*

Diana Sanapanya,  
*Senior Human Resources Analyst*

**EXHIBIT A**  
**CITY OF ARCADIA MONTHLY SALARY RANGE**  
**JULY 1, 2024 - JUNE 30, 2025**  
**APCEA - 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
40A	Police Records Technician I	\$ 3,652	\$ 3,740	\$ 3,834	\$ 3,928	\$ 4,029	\$ 4,128	\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560
41A		\$ 3,740	\$ 3,834	\$ 3,928	\$ 4,029	\$ 4,128	\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672
42A		\$ 3,834	\$ 3,928	\$ 4,029	\$ 4,128	\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790
43A		\$ 3,928	\$ 4,029	\$ 4,128	\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907
44A	Police Records Technician II	\$ 4,029	\$ 4,128	\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030
45A		\$ 4,128	\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155
46A		\$ 4,231	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283
47A		\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414
48A	Dispatcher I	\$ 4,447	\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551
49A		\$ 4,560	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692
50A	Community Services Officer	\$ 4,672	\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831
51A		\$ 4,790	\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979
52A		\$ 4,907	\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127
53A		\$ 5,030	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282
54A	Dispatcher II Logistical Services Officer	\$ 5,155	\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436
55A		\$ 5,283	\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598
56A		\$ 5,414	\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761
57A		\$ 5,551	\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931
58A		\$ 5,692	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105
59A	Dispatch Services Supervisor	\$ 5,831	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283
60A	Property, Evidence, Crime Scene Technician	\$ 5,979	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465
61A		\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651
62A		\$ 6,282	\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844
63A		\$ 6,436	\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844	\$ 8,039
64A		\$ 6,598	\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844	\$ 8,039	\$ 8,239
65A		\$ 6,761	\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844	\$ 8,039	\$ 8,239	\$ 8,447
66A		\$ 6,931	\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844	\$ 8,039	\$ 8,239	\$ 8,447	\$ 8,658
67A		\$ 7,105	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844	\$ 8,039	\$ 8,239	\$ 8,447	\$ 8,658	\$ 8,875
68A	Police Communications Coordinator	\$ 7,283	\$ 7,465	\$ 7,651	\$ 7,844	\$ 8,039	\$ 8,239	\$ 8,447	\$ 8,658	\$ 8,875	\$ 9,096

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**  
**APCEA - 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
40A	Police Records Technician I	\$ 3,965	\$ 4,064	\$ 4,164	\$ 4,271	\$ 4,376	\$ 4,485	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,955
41A		\$ 4,064	\$ 4,164	\$ 4,271	\$ 4,376	\$ 4,485	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,076
42A		\$ 4,164	\$ 4,271	\$ 4,376	\$ 4,485	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,205
43A		\$ 4,271	\$ 4,376	\$ 4,485	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332
44A	Police Records Technician II	\$ 4,376	\$ 4,485	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,465
45A		\$ 4,485	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,601
46A		\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,740
47A		\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,882
48A	Dispatcher I	\$ 4,834	\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,031
49A		\$ 4,953	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,185
50A	Community Services Officer	\$ 5,078	\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,335
51A		\$ 5,201	\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,496
52A		\$ 5,332	\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,657
53A		\$ 5,464	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,826
54A	Dispatcher II Logistical Services Officer	\$ 5,600	\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,993
55A		\$ 5,739	\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,168
56A		\$ 5,884	\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,346
57A		\$ 6,034	\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531
58A		\$ 6,180	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,719
59A	Dispatch Services Supervisor	\$ 6,337	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913
60A	Property, Evidence, Crime Scene Technician	\$ 6,494	\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110
61A		\$ 6,659	\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,313
62A		\$ 6,823	\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,523
63A		\$ 6,994	\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,521	\$ 8,734
64A		\$ 7,167	\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,521	\$ 8,733	\$ 8,952
65A		\$ 7,347	\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,521	\$ 8,733	\$ 8,954	\$ 9,178
66A		\$ 7,531	\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,521	\$ 8,733	\$ 8,954	\$ 9,178	\$ 9,407
67A		\$ 7,720	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,521	\$ 8,733	\$ 8,954	\$ 9,178	\$ 9,407	\$ 9,642
68A	Police Communications Coordinator	\$ 7,913	\$ 8,110	\$ 8,315	\$ 8,521	\$ 8,733	\$ 8,954	\$ 9,178	\$ 9,407	\$ 9,642	\$ 9,883

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**  
**APCEA - 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
40A	Police Records Technician I	\$ 4,163	\$ 4,267	\$ 4,372	\$ 4,484	\$ 4,594	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,202
41A		\$ 4,267	\$ 4,372	\$ 4,484	\$ 4,594	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,330
42A		\$ 4,372	\$ 4,484	\$ 4,594	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,465
43A		\$ 4,484	\$ 4,594	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598
44A	Police Records Technician II	\$ 4,594	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738
45A		\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,881
46A		\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,027
47A		\$ 4,950	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,176
48A	Dispatcher I	\$ 5,076	\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,333
49A		\$ 5,200	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,494
50A	Community Services Officer	\$ 5,332	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,652
51A		\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,821
52A		\$ 5,598	\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,990
53A		\$ 5,738	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,167
54A	Dispatcher II Logistical Services Officer	\$ 5,880	\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343
55A		\$ 6,026	\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,527
56A		\$ 6,179	\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,714
57A		\$ 6,335	\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,907
58A		\$ 6,490	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,105
59A	Dispatch Services Supervisor	\$ 6,654	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,309
60A	Property, Evidence, Crime Scene Technician	\$ 6,819	\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516
61A		\$ 6,992	\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,729
62A		\$ 7,164	\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,949
63A		\$ 7,343	\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,948	\$ 9,171
64A		\$ 7,526	\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,948	\$ 9,170	\$ 9,399
65A		\$ 7,715	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,948	\$ 9,170	\$ 9,402	\$ 9,637
66A		\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,948	\$ 9,170	\$ 9,402	\$ 9,636	\$ 9,877
67A		\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,948	\$ 9,170	\$ 9,402	\$ 9,636	\$ 9,878	\$ 10,125
68A	Police Communications Coordinator	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,948	\$ 9,170	\$ 9,402	\$ 9,636	\$ 9,878	\$ 10,124	\$ 10,377

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

LETTER OF AGREEMENT  
BETWEEN  
THE CITY OF ARCADIA  
AND  
ARCADIA POLICE CIVILIAN EMPLOYEES' ASSOCIATION

ADDENDUM REGARDING  
CONTRACTING OUT OF BARGAINING UNIT WORK  
AND  
NEW DUTIES FOR CSOs'  
AND  
SHIFT AND WORKING CONDITION CHANGES FOR DISPATCHERS

CSOs:

The City intends to contract with a private firm to perform City Jail related duties of current CSOs. No bargaining unit member will lose their job(s) as a direct result of this contracting out of bargaining unit work.

Current CSOs will be shifted to other duties generally described in the current City job description for CSOs regarding administrative/clerical assignments. As part of this change in duties, the current 3/12 – 4/12 work shift will be replaced with a 4/10 work shift schedule for all CSOs. Each CSO's workshift shall consist of dayshift hours. Each CSO that works a 4/10 work schedule will have regular days off consisting of either Friday, Saturday, Sunday or Saturday, Sunday, Monday – as designated exclusively by Management.

The City cannot assign any particular incumbent CSO to any specific administrative / clerical assignment. However, the Chief of Police shall review all interest emails sent to him by CSOs seeking particular assignments; and, the Chief of Police shall attempt to accommodate those requests. It is understood that the ultimate assignment discretion remains with Management, including the right to decide to change or rotate new CSO assignments.

There will be no new probationary period in these new assignments for incumbent CSOs. Records Technicians and Dispatchers will also be eligible for appointment to future vacant CSO positions if the Records Technician or Dispatcher has successfully completed probation, and meets the minimum qualifications for the position, as determined by Human Resources. Inclusion of outside candidates for any vacant CSO position shall be at the discretion of the Chief of Police, and will be determined prior to the open application period of each testing process.

It is anticipated that the shift change for existing CSOs will occur in approximately August of 2012. Existing CSOs shall be re-certified for Jail duties for one more year to serve as a backup for the contract services assumption of Jail duties. In the event the City decides to abandon contracting out of bargaining unit work in the Jail, the CSO classification will again be utilized to perform Jail duties.

The City recognizes APCEA's concerns regarding the 7.5% reduction in "compensation earnable" + for computation of PERS' retirement benefits (due to loss of the guaranteed 4 hours of OT in the current 7/12 work schedule). As part of the negotiation process that led to this addendum, it was discovered that the PERS' contributions for this additional 4 hours of regularly scheduled recurrent overtime had not been made by the City. The City agrees to correct this situation so that no current or past employee(s) will lose PERS pension benefits due to the past oversight regarding PERS' contributions for this recurrent overtime.

The City also recognizes APCEA's concerns regarding the approximate 16% increase in work days brought on by the proposed schedule change from 3/12 - 4/12s to 4/10s - including the potential for increased commuter and childcare expenses. In return, APCEA recognizes that the aforementioned contracting out of bargaining unit work is being accomplished without the loss or release of any bargaining unit positions.

#### DISPATCHERS:

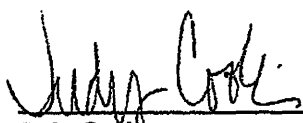
Due to desired efficiency concerns, the City wishes to change the current shift schedule for Dispatchers from 13 hours and 20 minute shifts to a 12 hour shift. This new 12 hour shift will include 4 hours of unassigned, recurrent OT as part of the seven-day work period. If this recurrent overtime qualifies as "compensation earnable" under the current contract between the City of Arcadia and PERS covering Dispatchers, the appropriate PERS contributions shall be made.

The "Force Hire" policy/practice in effect in Dispatch as of 01-01-2012 will not change under the new schedule. If currently unforeseen problem(s) arise, the parties will meet and confer to attempt to work out a mutually acceptable resolution. Final resolution for such problems will be determined by management.

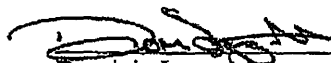
As per past practice, shifts, including designating what "flop day" a dispatcher will work, will be chosen by seniority.

This schedule change will occur in approximately August of 2012.

Although the new schedule creates a situation where the Dispatch Supervisor will ordinarily actually engage in dispatching only one shift per week, the Dispatch Supervisor shall continue to be permitted to sign up for extra shifts (i.e. overtime) that become available as per past practice.

 4.26.12  
\_\_\_\_\_  
Judy Cook  
APCEA President

Date

 5/2/12  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

Date