

RESOLUTION NO. 7582

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 OFFICERS' ASSOCIATION ("APOA") 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 Officers 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 APOA 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. 7582 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:

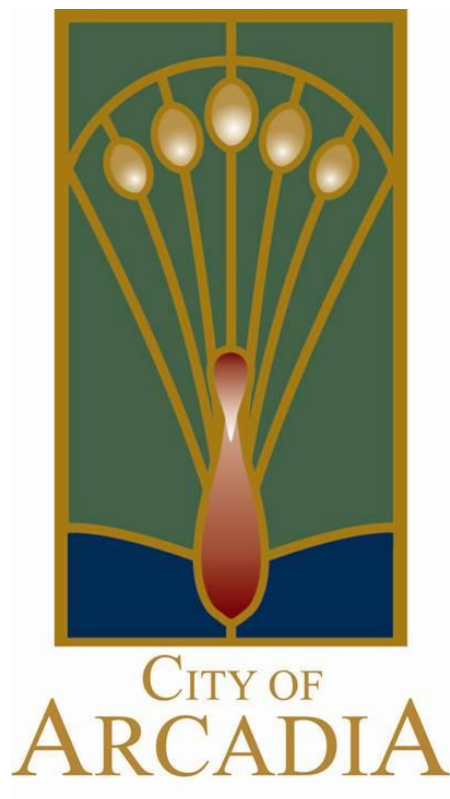
AYES:       Cheng, Wang, and Cao

NOES:       Kwan, and Verlato

ABSENT:    None

  
Clerk of the City of Arcadia

**CITY OF ARCADIA  
AND  
ARCADIA POLICE OFFICERS' ASSOCIATION**



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

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## **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 Officers' Association, a formally recognized employee organization, hereinafter referred to as the "Association", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code §§3500 et.seq.).

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

The classifications covered by this agreement are:

Police Officer  
Police Sergeant

### **Section C. MUTUAL RECOMMENDATION**

This Memorandum of Understanding constitutes a mutual recommendation to be presented to the City Council, City of Arcadia, for determination.

## **ARTICLE II**

### **Section A. TERM**

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning July 1, 2024, 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 preemptive legislation, that provision shall be deemed stricken from the agreement and any right, benefit or obligation conferred by that provision shall be discontinued. The remaining sections of the Agreement shall remain in full force and effect.



## **ARTICLE III            ASSOCIATION RIGHTS**

### **Section A.    RIGHT TO JOIN**

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

### **Section B.    USE OF BULLETIN BOARDS**

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

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

### **Section C.    NEW EMPLOYEE ORIENTATION AND DUES**

In accordance with AB 119, the City shall notify the Board when a new employee is hired in the bargaining unit, including during new employee onboarding and when a new employee orientation occurs. The City will provide reasonable paid release time of 30 minutes for the Board to meet with the new employee for the purposes of discussing membership in the Association. A Board representative will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin.

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

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

Section D. REASONABLE NOTICE

It is mutually understood and agreed that a copy of the City Council and/or Human Resources Commission agenda for each meeting emailed to two authorized representatives of the Association shall constitute reasonable written notice of any opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Human Resources Commission may act. The Association shall provide the Human Resources Commission with the name and addresses of the two authorized representatives within five days of the effective date of this agreement.

Section E. AWARDS AND SAFETY COMMITTEES

The Association shall be entitled to appoint a member to both the Employee Awards and Safety Committees.

**ARTICLE IV            TOBACCO USE**

In recognition of the health hazards arising from the use of tobacco products, the parties agree that as a condition of employment, all unit employees hired after July 1, 2001 shall sign individual agreements that the employee shall refrain from smoking, vaping, chewing, or otherwise using tobacco products such as, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, hookah, or snuff.

An employee who fails to comply with the agreement shall receive a written warning for the first offense, a suspension of 40 hours for the second offense and shall be discharged for the third offense.

De Minimis off duty cigar smoking is permitted.

**ARTICLE V            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.

## **ARTICLE VI            COMPENSATION**

### **Section A.    GENERAL COMPENSATION**

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

- Effective the beginning of the pay period containing July 1, 2024: 7%
- Effective the beginning of the pay period containing July 1, 2025: 6%
- Effective the beginning of the pay period containing July 1, 2026: 4.25%

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

In addition, the APOA will be given a one-time non-PERSable bonus of \$142,400 to be distributed to APOA employees. Actual distribution amounts for each employee shall be determined by the APOA. 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.    ASSIGNMENT PAY**

A Police Officer and supervising Sergeant assigned by the Police Chief or their designee to perform the extra duty and responsibility of training new Police Officers shall receive an additional 5% per pay period in addition to base salary during the period of the assignment.

An employee assigned by the Police Chief to perform the duties and responsibilities of Detective, School Resource Officer, Traffic Officer, Personnel and Training, and Canine Handler shall receive 5% in addition to base salary during the period of assignment.

### **Section C.    SPECIAL ASSIGNMENT STIPEND**

Employees assigned to Major Accident Investigations Team (MAIT), Special Weapons and Tactics (SWAT), Foothill Air Support Team (FAST), Force Training Unit (FTU), Arcadia Mounted Patrol Team (AMET), Explorer Advisor (2), Reserve Coordinator (1) and other assignments approved by the Police Chief shall receive a stipend of **\$28.85** per pay period in addition

to base salary, and any regular special assignment pay, during the period of assignment. An employee assigned to two or more of these assignments at the same time and who is not receiving assignment pay pursuant to Section B. above, shall receive **\$57.70** per pay period in addition to base salary during the period of the assignment.

Section D. BILINGUAL PAY

During the term of this agreement the City will offer a bilingual bonus program. To qualify, bargaining unit employees must pass the test developed or utilized by the City for languages specified by the City. No more than 12 employees will be eligible to qualify for the bonus unless an increase in the number of eligible employees is recommended by the Police Chief and approved by the City Manager. An employee designated to receive a bilingual bonus shall receive **\$49.07** per pay period in addition to their base salary.

Section E. PROMOTION OR ADVANCEMENT IN RATE OF COMPENSATION

When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than one step increase in compensation unless the top step in such range provides less than one step increase. Such one step shall be measured by the range from which the employee is promoted.

When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases.

Section F. EDUCATIONAL INCENTIVE COMPENSATION

1. For the classifications listed above, the City shall provide an education incentive program. Qualified employees who possess an Associate of Arts degree shall receive an additional 2.5 % as their regular salary. Employees who possess a Bachelor of Arts or Sciences degree shall receive an additional 5% as their regular salary.

Employees shall not receive in excess of 5% for any educational incentive.

Employees shall qualify for the 2.5% education bonus when they have satisfied the basic education and training requirements by one of the following methods:

- a. The sworn employee shall have been awarded an Associate of Arts or Associate in Science degree in Police Science, Police Administration or related degree by an institution accredited by the California Department of Education.

- b. The sworn employee shall have 60 or more college units acceptable to a college or university which is accredited by the California Department of Education towards a Baccalaureate degree and have completed a minimum of 20 units in police related courses acceptable to an accredited California Junior College towards an Associate in Arts Degree in Police Science, Police Administration or related degree.
2. Employees shall qualify for the 5% education bonus upon receiving a Bachelor of Arts or Bachelor of Science degree from an institution accredited by the California Department of Education.
3. Each employee who has earned an Intermediate P.O.S.T. Certificate shall receive an additional 5% of their regular salary. Effective the beginning of the pay period containing July 1, 2024, employees who have earned an Advanced P.O.S.T. Certificate shall receive an additional 13% of their regular salary. The P.O.S.T. Certification pay may not be combined with educational incentive compensation provided in Article VI, Section F. 1. By way of example and not limitation, an eligible employee with a B.A. degree and an Advanced P.O.S.T. Certificate would receive the Certificate pay of 13% but would not receive the B.A. degree pay of 5%. An eligible employee with a B.A. degree and an Intermediate P.O.S.T. Certificate would receive the B.A. degree pay of 5% but would not receive the Certificate pay of 5%.
4. Employees who qualify for any step advancement based on education shall provide to the Police Chief a copy of their transcript which shows attainment of the qualifying education. The copy of the transcript shall then be placed in their personnel file. Additionally, employees who qualify for the P.O.S.T. Certification bonus pay shall provide to the Police Chief a copy of the Intermediate or Advanced Certificate. The copy of the Certificate shall then be placed in their personnel file.

Section G. NEGOTIATING TEAM

In lieu of adjustment of shift assignments and/or additional compensation, the five members of the Arcadia Police Officers' Association negotiating team shall receive 16 hours of comp time (at straight time) credited to each employee's account.

Section H. CANINE HANDLER STIPEND

Officers assigned as Canine Handlers will be paid 30 hours per month at the reasonable rate of \$11.11 per hour then paid at time and one-half (\$16.67) for the off-duty care, grooming, feeding, and otherwise maintaining

their assigned canine. Said rate shall be for all time expended in addition to the Canine Handler's regularly scheduled duty hours.

The parties acknowledge that the Fair Labor Standards Act (FLSA), which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officer(s) assigned in the canine special assignment. It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

For ease of computation and payment by the City's payroll system, the parties agree that compensation for the care and maintenance of assigned canines shall be paid at the rate of \$6,000.00 per year, or \$500.00 per month, equally divided according to regular pay periods.

## **ARTICLE VII        OVERTIME**

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

### **Section B.    PREMIUM OVERTIME COMPENSATION**

The work period for sworn personnel who work a 5 day on-2 day off work week and/or a 3/12 work schedule, and/or a 4/10 work schedule, and/or a 9/80 work schedule is 28 days. The work period for sworn personnel who work a 4 day on-2 day off work week is 24 days.

Any such employee who is required to work in excess of their regularly scheduled workday or work period, as defined above, shall be compensated at the rate of time and one-half the employee's regular rate of pay. Computation of overtime and payment for overtime shall comply with the Department of Labor regulations.

For purposes of overtime calculation, paid leaves of absence shall be regarded as hours worked. No overtime credit shall be allowed for any period less than one-quarter hour.

### **Section C.    STRAIGHT OR COMPENSATORY TIME OFF**

Overtime compensation shall be in cash or compensatory time off at the employee's option, subject to the provisions herein below.

An employee may accumulate up to a maximum of 100 hours in their compensatory time off bank. Employees may cash out up to 80 hours of compensatory time off accrual once per fiscal year, at the regular rate of pay in effect at which time the employee requests cash out.

Compensatory time off may be taken at the option of the employee subject to the approval of the Department's designated representative. Outside reimbursable overtime shall be administered in accordance with the Manual of the Arcadia Police Department and shall be compensated only in cash.

Notwithstanding the above, employees who work traffic control assignments at Santa Anita Race Track related to horse racing shall be compensated 4 hours at the rate of time and one-half the employee's regular rate of pay. An employee who is cancelled from working a traffic assignment at Santa Anita Race Track with less than 24 hours prior notice shall receive 3 hours of straight time at the employee's regular rate of pay.

An employee who is recalled to the work site after completing a day's work, including any overtime, shall receive a minimum of 2 hours of straight time or time and one-half of the hours actually worked, whatever is greater. A recalled officer must arrive at the station or the scene of the event in order to be compensated.

#### Section D. COURT TIME

When an officer is required by the City to report to court to testify during the officer's off-duty time, the officer 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 officer 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 officer 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.

Whenever an officer is placed "on-call" pursuant to a court subpoena while otherwise off-duty, he shall receive compensation for being "on-call" at the rate of 2 hours of straight time pay for each day spent in that status. However, except as described below, this pay shall not be provided on any day the officer is called to appear in court and is compensated for that appearance pursuant to the above paragraph. When an officer, during their off-duty time, reports to court in the morning and is issued an "on-call" subpoena for the afternoon, the officer shall receive 2 hours of straight time pay for that afternoon session in addition to the 4 hours at straight time pay they receive for reporting in the morning. In the event the officer is called to report to court that afternoon, the officer shall receive 4 hours pay at straight

time or overtime pay for the actual time in court, whichever is greater, in lieu of the 2 hours of “on-call” pay.

Section E. MOVIE DETAIL

When a full-time sworn employee performs overtime duty for movie or other commercial filming projects for which the City will be reimbursed, they shall be paid at time and one half the regular rate for the actual time worked or for 6 hours at straight time, whichever is greater.

When scheduling overtime duty for this purpose, no shift shall be scheduled for less than 6 hours unless the total filming day schedule is less than a 6-hour day.

**ARTICLE VIII LONGEVITY PAY**

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

<u>Completed Years of Continuous Service</u>	<u>Amount/Pay Period</u>
5-9 Years	\$46.15
10-14 Years	\$138.46
15-19 Years	\$276.92
20+ Years	\$369.23

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

**ARTICLE IX RETIREMENT**

Section A. EMPLOYEES HIRED PRIOR TO JULY 1, 2011

The City contracts with the State of California Public Employees’ Retirement System (PERS) for the classifications of Police Officer and Police Sergeant. The plan shall include the following options:

1. 3% at age 50 retirement formula (Government Code §21362.2).
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 increased 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. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
9. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.
10. Special compensation items shall be reported to CalPERS in accordance with applicable law.
11. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). 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 below.
12. Employees will continue to pay 9% of PERSable compensation for CalPERS retirement. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution. The cost share amount is separate from, and in addition to, the 9% required member contribution.
13. The City shall continue to pay the full cost of the employees' normal member contribution to CalPERS of 9% (EPMC) and shall continue to report that as additional compensation pursuant to Government Code Section 20636(c)(4). Further, said amount will be allocated to the employee's retirement account.
14. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional

Benefits), Employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.220%. The cost-sharing arrangement will be implemented as follows:

- a. Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

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

The City contracts with the State of California Public Employees' Retirement System (PERS) for the classifications of Police Officer and Police Sergeant. The plan shall include the following options:

1. 3% at age 50 retirement formula (Government Code §21362.2).
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 ninety-three cents (\$.93) per pay period.
6. Third level 1959 Survivors Benefit increased 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. Employee will pay the full nine percent (9%) member contribution to CalPERS on a pre-tax basis via payroll deduction.
9. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution. The cost share amount is separate from, and in

addition to, the 9% required member contribution described in Subsection 8 above. The employee cost share amount will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Government Code Section 20516(f). In the event that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects of that change.

10. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
11. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.
12. Special compensation items shall be reported to CalPERS in accordance with applicable law; and
13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost –share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .220%. The cost-sharing arrangement will be implemented as follows:
  - a. Employees will pay one and ten hundredths of a percent (.110%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one and ten hundredths of a percent (.110%) of PERSable compensation to CalPERS retirement.

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

The City contracts with the State of California Public Employees' Retirement System (PERS) for the classifications of Police Officer and Police Sergeant. The plan shall include the following options:

1. 3% at age 55 retirement formula (Government Code §21363.1).
2. 3-year final compensation (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 increased 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. Employee will pay the full nine percent (9%) member contribution to CalPERS on a pre-tax basis via payroll deduction.
9. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution. The cost share amount is separate from, and in addition to, the 9% required member contribution described in Subsection 8 above. The employee cost share amount will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Government Code Section 20516(f). In the event that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects of that change.
10. The City agrees to allow employees to participate in a pre-tax payroll deduction plan for service credit purchases.
11. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.
12. Special compensation items shall be reported to CalPERS in accordance with applicable law, and
13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional

Benefits), Employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.220%. The cost-sharing arrangement will be implemented as follows:

- a. Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

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

The City contracts with the State of California Public Employees' Retirement System (PERS) for the classifications of Police Officer and Police Sergeant. The plan shall include the following options:

1. 2.7% at age 57 retirement formula (Government Code § 7522.25(d)).
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 increased 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. Employee will pay 50% of the normal cost, currently 13.25% member contribution to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.

10. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.
11. Special compensation items shall be reported to CalPERS in accordance with applicable law, and
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.220%. The cost-sharing arrangement will be implemented as follows:
  - a. Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

Section E. 457 DEFERRED COMPENSATION 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 Plan.

1. The City will provide contributions for each employee working in the bargaining unit represented by the Association, toward a 457 Deferred Compensation Plan (DCP) as described in this Section.
  - a. The City agrees to match dollar for dollar, an employee's contribution, up to a maximum of \$100.00 per month.
  - b. This contribution will be made on a bi-weekly basis (24 times per year).
  - c. Employees' contribution will be adjusted if annual compensation limits have been reached, based on the Internal Revenue Services (IRS) established limits for the year.
  - d. Contributions to the DCP are 100% vested.

- e. Contributions and earnings on the contributions to the DCP are subject to all provisions as detailed in the plan document agreement with the City and the plan provider.
- f. The Association agrees to indemnify and hold harmless from any liabilities of any nature which may arise as of the operating of the DCP.

## ARTICLE X RETIREE MEDICAL BENEFITS

### Section A. RETIREE HEALTH FOR EMPLOYEES HIRED BEFORE JULY 1, 2011

1. During the term of this Agreement, 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 reimbursement to the retiree for the purpose of purchasing health coverage through CalPERS for the Tier II Retiree and their spouse, in an amount not to exceed the following rates: Single - **\$656**; Employee+ Spouse - **\$1,141** for eligible retirees from the classifications represented by this Agreement. The Premium Payment shall be payable in the following form: (1) PEMHCA Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to difference between the cost of plan in which the Tier II Retiree enrolls, subject to the foregoing cap, and the Retiree Minimum Contribution ("**Reimbursement**"). If a retiree enrolls in a more expensive plan, they will be responsible for payment of any premium in excess of the capped amount. The reimbursement shall cease for the Tier 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.

Tier II Retirees must be "eligible retirees" in order to receive the benefits described in this paragraph.

2. An "eligible retiree" is a sworn unit employee who retires 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 coverage for the employee and spouse health insurance premium by paying the City an amount equal to their daily pay rate at the time of retirement times the number of days needed to meet the 1,000 hours of accumulated sick leave requirement. In addition, the eligible employee must apply prior to retirement for such coverage through Human Resources. The Association shall notify Human Resources in the event of the death of a retiree. There are 3 conditions for employees to be eligible to exercise this buyback provision.

- a. The employee must be at least 50 years old
  - b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years, and
  - c. The employee is limited to purchasing a maximum of 350 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to a an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 350 hours will be excused.
3. In order to be eligible for retiree health coverage, the employee and if applicable, the employee's spouse, must maintain eligibility to continue in the CalPERS Health Program as stipulated by the Health Program.
  4. The Association shall notify Human Resources in the event of the death of a retiree.

Section B. RETIREE HEALTH 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 PEHMCA Minimum contribution. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEHMCA Minimum contribution.

Section C. RETIREE MEDICAL TRUST

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

1. Contributions to the PORAC Retiree Medical Trust, effective upon APOA's establishment of the Trust:
  - a. **Employer Contributions.** The City will transfer to the PORAC Retiree Medical Trust a monthly pre-tax employer contribution of \$100 per month (payable \$50 twice monthly [24 times per year]) for



each CalPERS Classic Tier 2 and CalPERS PEPRA employees working in the bargaining unit represented by the APOA.

- b. **Employee Contributions.** The City will deduct from employee paychecks and remit to the Trust a pre-tax employee contribution for each employee working in the bargaining unit represented by the APOA. The amount will be specified in writing to the City by the APOA, and each CalPERS Classic Tier 2 and CalPERS PEPRA employee will contribute the same predetermined dollar amount.
2. The City will comply with reasonable rules set by the Trust Office with regard to reporting and transferring the required contributions set forth above typically involving providing the Trust Office with the name, social security number and amount paid for each employee. In the event the reporting requirement of the Trust requires reporting beyond that which the City typically provides for other similar purposes (e.g., health insurance), the City may require the APOA to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the APOA's authorization.
3. The APOA agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT, except for the obligation of the City to make and report the non-elective transfer of employee contributions and employer contributions as described above.
4. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.
5. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any of the City health insurance funding programs, unless changed by mutual written agreement of the parties. The contributions made by the employer as set forth above shall not be included as salary for purpose of calculating pension benefits.
6. Employer contributions can only be increased by mutual written recommendation between the City and the APOA.

Upon establishment of the Trust, the APOA will submit the Trust Agreement to the City. The City will then acknowledge receipt of the Trust Agreement governing the Trust and will review for compliance with rules set by the Trust Office in regard to reporting and depositing the required contributions set

forth above. The City will cooperate with the Trust in allowing a payroll audit only for the purpose of ascertaining if the proper amount of contributions has been made

## **ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE CONTRIBUTIONS**

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

1. CalPERS Health Program: The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum employer contribution required pursuant to Government Code §22892(b) ("**PEMHCA Minimum Contribution**") per month per employee for health insurance. The PEMHCA minimum is included within the City's contribution.
2. Dental Insurance: Mandatory enrollment: The City will contribute the employee only cost for 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: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

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

- (a) Single employees without dependents, hereinafter referred to as "Employee Only" shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, toward the cost of premiums not to exceed **\$861/month**.
- (b) Employees with one qualified dependent, hereinafter referred to as "Employee + 1" shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, toward the cost of premiums not to exceed **\$1,550/month**.
- (c) Employees with two or more qualified dependents, hereinafter referred to as "Family" shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, toward the cost of premiums not to exceed **\$2,150/month**.

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

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

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

4. Life Insurance: The City shall provide a \$75,000 Life & AD&D benefit for eligible employees.
5. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan. The vision plan will be Vision Service Plan, Option B.

## **ARTICLE XII            DISABILITY INCOME INSURANCE**

The City shall provide disability income insurance up to a maximum total monthly payment of **\$14.18** per employee, covered by this agreement during the life of the agreement.

## **ARTICLE XIII          EMPLOYEE PHYSICALS**

All unit employees who choose to receive a comprehensive physical examination shall receive one at no cost to them during the term of this agreement.

The City shall establish the terms of the physical examinations. Examinations shall be on an annual basis for sworn employees of classifications represented by this agreement. Once those terms have been established by the City, neither party shall be prevented from seeking, through the meet and confer process, changes to become effective at the expiration of this agreement.

## **ARTICLE XIV          UNIFORMS**

- Section A. For the classifications of Police Officer and Police Sergeant, in addition to the City's initial uniform issue, there shall be a Uniform Replacement Program for the following items: shirts, trousers, and shoes.
- Section B. The program shall be administered by, and at the direction of the City, for the purpose of providing replacement of worn items and items damaged in the line of duty only.
- Section C. The Police Chief or designee shall meet with APOA representatives for the purpose of identifying uniform and safety related equipment that may be purchased through the Department's Uniform Replacement Program. A list of optional items will be developed that represented employees may purchase.

Each Police Officer and Police Sergeant shall be provided a **\$1,000** check at the beginning of each fiscal year to spend on optional safety equipment, shoes, and boots. Any safety equipment reimbursement made during the year shall be deducted from this allowance. New employees who start mid-year shall have this allowance pro-rated quarterly based on their date of hire. Safety equipment is not reported as special compensation to CalPERS.

Additionally, of the \$1,000 provided \$646.88 annually shall be reported 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.

- Section D. Officers assigned to Detectives, Community and Youth Services Personnel, and the individual assigned to Personnel and Training may be reimbursed up to a maximum of **\$300** during the first consecutive 12 months of the assignment and during each successive 12 months of the assignment each for the purchase of sports coat, slacks, dress shirts, ties, and suits in lieu of the shirt and trousers uniform replacement program referred to in Section A above. Reimbursement shall be provided after the employee provides the Department with original proof of purchase receipts. All employees shall maintain a regular uniform in the event that duties require it.

The reimbursement(s) shall not be considered as salary or compensation and shall not be taken into consideration in computing overtime, or payment for leave of any kind or for the computation of any supplemental benefit and will not have the value of the reimbursement reported as special compensation to CalPERS.

## ARTICLE XV TUITION 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 Head 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 loan 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, 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 one (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 or Industrial Disability Retirement or are laid off shall not be required to refund tuition fees.

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

## **ARTICLE XVI       LEAVES**

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

### **Section B.    POWER TO GRANT LEAVES**

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

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

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 thirty 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 thirty days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.

Section C. MILITARY LEAVE

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

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

Section D. VACATION LEAVE

Employees in the classifications of Police Officer and Police Sergeant, with the exception of temporary appointments, shall accumulate vacation as follows:

<u>Years of Service</u>	<u>Accrual Rate</u> (hours/pay period)	<u>Hours in a Year</u> <u>Accrued</u>	<u>Max</u> <u>Accrual</u> (hours)
0-5 years	4.61	119.86	180
6-10 years	6.15	159.9	240
11-15 years	6.77	176.02	300
16+ years	7.69	199.94	400

Vacation may not be accumulated beyond the “Max Accrual” amounts listed above. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the 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 past practice for that employee, the City Manager for good cause may approve excess accumulated vacation, provided the employee reduces the total below the allowable maximum within 6 months.

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.

Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If an employee works 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.

Employees may elect to sell back vacation during a calendar year, not to exceed a maximum of 80 hours in the calendar year, at the regular rate of pay used for purposes of the Fair Labor Standards Act at the time the employee request.

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

All employees in classifications represented by this agreement with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.69 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. Sworn employees may accumulate up to a maximum of 1,600 hours sick leave.

Sick leave means authorized absence from duty of an employee due to one of the following:



- Diagnosis, care, or treatment of an existing health condition of, or preventative 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 parent; or
- For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) or 230.1(a); and/or,
- An employee may designate one additional person per 12-month period at the time employee requests sick leave.

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

Kin Care Leave: In addition to the prescribed purposes of paid sick leave in paragraph 3, an employee may use up to one-half of their annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care Leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster parent, 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..

Sick leave may be used by an employee in accordance with paragraph 3 and 4 above. The minimum increment of use of paid sick leave shall be 30 minutes. Any employee when off-duty as a result of personal or family illness shall report the fact immediately to their supervisor, or to the officer then in charge at the department, giving the nature of the illness or circumstances relative to his absence.

The term "immediately" means that the employee or someone acting for the employee shall notify the department as soon as it becomes apparent that the employee will not be able to report for duty.

If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member, the Police Chief and the City Manager may require an employee 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. If the employee fails to provide such evidence as required by the Police Department and within the time limit specified by the Department, the absence will be charged to leave without pay.

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

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

0-29 hours:	No Accrual
30-39 hours:	1 hour
40 and above:	3.693 hours

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

**Unused Sick Leave:**

Unused sick leave is not cashed 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 XVI, Section E above (i.e. 1,600 hours) into retirement service credits.

Employees hired on or after July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to 1,000 hours into retirement service credits.

Section F. **BEREAVEMENT LEAVE**

**Death In Family.** An employee represented by this agreement, with the exception of temporary appointments, may be granted a leave of absence with pay upon approval of the Police Chief and the City Manager at the time of death, or where death appears imminent, in the immediate family, defined as the spouse, the employee's or employee's spouse's mother, stepmother or father, stepfather, brother or sister, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse

residing in the same household. Such leave, up to a maximum of 3 working days at one time, shall not be charged against sick or other leave. If over 3 working days of such leave is granted, at one time, that amount over 3 days shall be charged against sick or other leave. In accordance with Assembly Bill 1949, employees will be entitled to take up to five (5) days of unpaid bereavement leave for spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Employees may use a combination of leave balances and paid bereavement leave specified in this paragraph.

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

#### Section G. WORKERS' COMPENSATION

In those instances where an employee of the City of Arcadia is injured on duty and the injury is so recognized by the Workers' Compensation Act by the City of Arcadia or the Workers' Compensation Appeals Board, such employee shall be paid a combination of salary and Workers' Compensation equal to his regular salary rate for such time as he is absent from duty because of such injury up to a maximum of one year from and after date of such injury. Lost time due to an injury on duty shall not be charged against an employee's accumulated sick leave.

#### Section H. HOLIDAYS

Employees in the classifications of Police Officer and Police Sergeant shall receive eight (8) hours of "Holiday-In-Lieu-Pay" for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Admission Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The 80 hours of annual Holiday-In-Lieu Pay must be cashed out (not to be used for time off) prior to the end of each fiscal year and is intended as additional compensation for employees. The cashed-out holiday pay shall be paid out at the employee's regular rate of pay used for the purposes of

the Fair Labor Standards Act at the time of the employee's request. The regular rate of pay calculation includes Longevity Pay.

Section I. JURY LEAVE

When a City employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay not to exceed 10 days per year. The employee shall remit to the City all fees received except mileage.

Section J. WITNESS LEAVE

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

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

Section K. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

## **ARTICLE XVII      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 eighteen months before attaining permanent status.

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

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

## **ARTICLE XVIII      RESPONSE TIME**

Due to the emergency requirements of prompt response time, all sworn employees of the unit must live within a 50-mile radius of the Police Station.

## **ARTICLE XIX      PATROL WORK SCHEDULE AND TRAINING SCHEDULE**

Officers in patrol will be assigned a 3/12 work schedule. Police management and APOA representatives shall meet as needed to review and make adjustments to this schedule to ensure efficient and effective patrol operations. The Police Chief shall give final approval of all adjustments to the 3/12 work schedule.

## **ARTICLE XX      UTILIZATION OF RESERVE POLICE OFFICERS**

The City of Arcadia and the APOA agree to the utilization of reserve police officers in specified circumstances to augment staffing needs. The assignment of single-person reserve officers to patrol, detective, race track posts, movie details, or outside reimbursable assignments would only be made once regular officers have had an opportunity per department practice to voluntarily sign-up for these details. Prior to a force-hire situation, a qualified reserve officer may be called to work the detail. Should a reserve officer not be available, the normal force hire situation would apply to regular officers.

## **ARTICLE XXI      EMPLOYEE GRIEVANCES**

### **Section A.      DEFINITIONS**

#### **a.      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.

b. 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.

c. Department Director

The department director or designee.

d. Workday

A workday is any day the City offices are regularly open for business.

e. Exclusions from the Grievance Procedure:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 released time to process the grievance. The release time must be approved by the Department Director.

Section D. INFORMAL GRIEVANCE PROCEDURE

Within fifteen (15) working days following the event, or within fifteen (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

a. 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 ten (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:

1. The specific section of the rules or MOU allegedly violated.
2. The specific act or omission which gave rise to the alleged violation.
3. The date or dates on which the violation occurred.
4. Documents, witnesses or evidence in support of the grievance.
5. The resolution of the grievance at the informal stage.
6. The remedy requested.

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

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

b. Department Director Review

If the employee does not agree with the decision of the next level supervisor, within ten (10) working days after receiving the next level supervisor's decision or twenty (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 ten (10) working days of receiving the grievance or within ten (10) working days of holding a grievance meeting whichever is longer.

c. Human Resources Director

If the employee is not in agreement with the decision reached by the department director, within ten (10) working days after receiving the department director's decision or twenty (20) days from the date the department administrator 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 ten (10) working days of receiving the grievance or the holding of a grievance meeting whichever is longer.

d. 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 ten (10) working days from the date of receipt of the Human Resources Director's decision or twenty (20) working days from the date the Human Resources Director received the grievance but failed to issue a decision.

Section F. APPEAL TO HUMAN RESOURCES COMMISSION

a. Scheduling of Hearing

Upon receipt of the request for an appeal, the City shall, within thirty (30) working days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (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 ten (10) working days prior to the hearing.

b. Public Hearings

All hearings shall be open to the public.



c. Pre-Hearing Procedure:

1. 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 ten (10) working days before the date of the hearing.

2. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Human Resources Department in 3 hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

3. Statement of Issues

Five (5) working days prior to the date set for the hearing, each party shall submit to the Human Resources Department a Statement of Issues.

d. Submission to the Human Resources Commission

Five (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.

e. 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.

f. Conduct of the Hearing

1. 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.
2. 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.
3. 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.
4. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
5. Irrelevant and unduly repetitious evidence may be excluded.
6. 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.
7. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
8. The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.

g. Burden of Proof

In a grievance appeal the grievant has the burden of proof by preponderance of the evidence.

h. 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.

i. 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?”

j. Presentation of the Case

The hearing shall proceed in the following order unless the Human Resources Commission for special reason, directs otherwise:

1. The Human Resources Commission Chair (“Chair”) shall announce the issues after a review of the statement of issues presented by each party.
2. The grievant (employee) shall be permitted to make an opening statement.
3. The respondent (City) shall be permitted to make an opening statement or reserve an opening statement until presentation of its case.
4. The grievant shall produce his/her evidence.
5. The respondent may then offer its evidence.
6. The grievant followed by the respondent may offer rebutting evidence.
7. 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.

k. 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.

l. 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.

- m. 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.
- n. 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 ten (10) working days.
- o. 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 ten (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.

- p. 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 ten (10) working 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 ten (10) working days of the Commission's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

- q. Final Action by City Manager: Within ten (10) working days of the filing of exceptions, or within ten (10) working 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 head.

## Section G. **DISCIPLINARY APPEAL TO HUMAN RESOURCES COMMISSION**

The appeal procedure described herein shall apply only to cases of disciplinary written reprimands, reductions in pay, transfers for purpose of punishment, suspensions, demotions, and removal affecting permanent employees within the classified service.

1. Request for Hearing: Within 10 working days after final notice of written reprimand, reduction in pay, transfer for purpose of punishment, suspension, demotion or removal, the employee or the employee's representative may file an appeal in writing with the City Clerk. If, within the 10-day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:
  - a. An admission or denial of each charge set forth in the final notice, with an explanation why the charge is admitted or denied.
  - b. A statement of any affirmative defenses.
  - c. A statement that the employee disagrees with the penalty with an explanation of the employee's position.
  - d. The employee's current address.
  - e. A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing  
Upon receipt of the request for an appeal, the City Clerk shall, within 30 working 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.
3. Private or Public Hearings  
All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted 5 working days prior to the hearing date or the hearing will be closed.
4. Pre-Hearing Procedure
  - a. Subpoenas

The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Department and the other party. The Human Resources Department will issue the subpoenas. The Human Resources Department will serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the city. It will be the responsibility of the employee and the city to submit the written request for subpoenas at least 10 working days before the date of the hearing.

- b. Exhibits and Witness Lists: 5 working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits. An original and 9 copies of the exhibits shall be presented to the Human Resources Department in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.
- c. Statement of Issues: 5 working days prior to the date set for the hearing, each party shall submit to the Human Department a Statement of Issues.

5. 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 notice of intent to take disciplinary action, the final notice of disciplinary action and any response from the employee to these documents as well as the statement of issues submitted by both parties. The Commission shall not be provided with copies of the exhibits.

6. Record of Proceedings and Costs:

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of either party or the Commission, be recorded by a court reporter. Any hearing which does not utilize a court reporter shall be recorded by audio

tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter, the cost will be split equally. If the Commission requests the court reporter, the City shall pay the cost of the reporter.

b. 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.

7. 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.

8. Burden of Proof

In a disciplinary appeal the employer has the burden of proof by preponderance of the evidence.

9. 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.

10. 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?”

11. 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 shall announce the issues after a review of the statement of issues presented by each party.
- b. The party imposing discipline (department) shall be permitted to make an opening statement.
- c. The appealing party (employee) shall be permitted to make an opening statement or reserve an opening statement until presentation of their case.
- d. The party imposing disciplinary action (department) shall produce their evidence.
- e. The party appealing from such disciplinary action (employee) may then offer their evidence.
- f. The party imposing discipline (department) followed by the appealing party (employee) 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

12. Procedure for the Parties

The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Human Resources Commission. 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 representative shall continue with the presentation of their case.

**13. 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.

**14. 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.

**15. Deliberation Upon the Case**

The Human Resources Commission may choose to either deliberate the case in public or adjourn to closed session to deliberate. 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, and with the agreement of both the Commission and the appealing party (employee), the deliberation period may be extended for up to an additional 10 working days.

**16. Written Findings and Recommended Decision**

The Human Resources Commission shall render their findings and 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. A finding must be made by the Commission on each charge.

The Human Resources Commission may recommend the sustaining or rejecting of any or all of the charges filed against the employee. The Commission may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. If the Commission recommends reinstatement of the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence.

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

**17. Recommendation to the City Manager**

The decision of the Human Resources Commission is advisory to the City Manager. The proposed decision shall be filed with the charged employee, the department head and the City Manager, and shall set forth all findings and conclusions. If a dismissal is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

Either the employee or the department may file a written appeal to the proposed decision, findings and conclusions of the Commission within 10 working days of the decision by filing exceptions thereto with the Human Resources Director.

The party desiring to contest the recommended decision of the Commission may 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.

**18. Final Action by City Manager**

Within 10 working days of the filing of exceptions, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The City Manager may ratify, modify, or reverse the proposed decision of the Commission. If the City Manager seeks to modify or reverse the decision of the Commission, the City Manager shall review the transcript. The decision of the City Manager shall be final. The decision shall be transmitted to the employee appealing disciplinary action and to the department head.

**19. Judicial Review**

**a. Petition for Writ of Mandate**

Judicial review of any decision of the City Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.

**b. 90 Day from Final Decision**

Pursuant to Code of Civil Procedure 1094.6 any such petition shall be filed not later than the 90th calendar day following the date on which the City Manager gives written notice of the final decision.

## ARTICLE XXII FULL UNDERSTANDING

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

It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. This in no way affects the conditions of the Meyers-Milias-Brown Act.


For the life of this Agreement it is agreed and understood that the Association and the City hereto voluntarily and unqualifiedly waive their rights and agree that neither the Association nor the City shall 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.

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

ARCADIA POLICE OFFICERS'  
ASSOCIATION

  
\_\_\_\_\_  
Robert Rajewski  
APOA President

CITY OF ARCADIA

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

## **2024-2027 BARGAINING TEAMS**

### **APOA NEGOTIATING TEAM**

Officer Joshua Foulks

Officer Idania G Juarez

Officer Jose Robles

Officer Eric St Denis

Officer Daniel Tea

### **CITY REPRESENTATIVES**

Jason Kruckeberg,  
*Assistant City Manager/  
Development Services Director*

Henry Chen,  
*Interim Administrative Services Director*

Anely Williams,  
*Interim Human Resources Director*

Justine Bruno,  
*Deputy City Manager*

Sairy Stepanian  
*Senior Human Resources Analyst*

**EXHIBIT A**  
**CITY OF ARCADIA SALARY RANGE**  
**JULY 1, 2024 - JUNE 30, 2025**  
**APOA - 7%**

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
680	Police Officer	\$ 7,789	\$ 7,985	\$ 8,184	\$ 8,388	\$ 8,599	\$ 8,816	\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728
690	Police Officer AA	\$ 7,985	\$ 8,184	\$ 8,388	\$ 8,599	\$ 8,816	\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969
700	Police Officer BA	\$ 8,184	\$ 8,388	\$ 8,599	\$ 8,816	\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221
710		\$ 8,388	\$ 8,599	\$ 8,816	\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477
720		\$ 8,599	\$ 8,816	\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740
730		\$ 8,816	\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008
740		\$ 9,034	\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281
750		\$ 9,260	\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564
760		\$ 9,492	\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564	\$ 11,852
770		\$ 9,728	\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564	\$ 11,852	\$ 12,149
780		\$ 9,969	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564	\$ 11,852	\$ 12,149	\$ 12,454
790	Police Sergeant	\$ 10,221	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564	\$ 11,852	\$ 12,149	\$ 12,454	\$ 12,767
800	Police Sergeant AA	\$ 10,477	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564	\$ 11,852	\$ 12,149	\$ 12,454	\$ 12,767	\$ 13,087
810	Police Sergeant BA	\$ 10,740	\$ 11,008	\$ 11,281	\$ 11,564	\$ 11,852	\$ 12,149	\$ 12,454	\$ 12,767	\$ 13,087	\$ 13,412
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64I	Police Off POST Intermediate	\$ 8,177	\$ 8,382	\$ 8,590	\$ 8,808	\$ 9,026	\$ 9,252	\$ 9,483	\$ 9,721	\$ 9,963	\$ 10,212
64A	Police Off POST Advanced	\$ 8,801	\$ 9,023	\$ 9,248	\$ 9,478	\$ 9,717	\$ 9,962	\$ 10,208	\$ 10,463	\$ 10,725	\$ 10,993
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75I	Police Sergeant POST Int	\$ 10,733	\$ 10,999	\$ 11,275	\$ 11,558	\$ 11,845	\$ 12,143	\$ 12,444	\$ 12,756	\$ 13,076	\$ 13,403
75A	Police Sergeant POST Adv	\$ 11,549	\$ 11,839	\$ 12,136	\$ 12,439	\$ 12,748	\$ 13,067	\$ 13,393	\$ 13,729	\$ 14,073	\$ 14,426

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

**EXHIBIT A**  
**CITY OF ARCADIA SALARY RANGE**  
**JULY 1, 2025 - JUNE 30, 2026**  
**APOA - 6%**

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
680	Police Officer	\$ 8,256	\$ 8,464	\$ 8,675	\$ 8,891	\$ 9,115	\$ 9,345	\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312
690	Police Officer AA	\$ 8,464	\$ 8,675	\$ 8,891	\$ 9,115	\$ 9,345	\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567
700	Police Officer BA	\$ 8,675	\$ 8,891	\$ 9,115	\$ 9,345	\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834
710		\$ 8,891	\$ 9,115	\$ 9,345	\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106
720		\$ 9,115	\$ 9,345	\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384
730		\$ 9,345	\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668
740		\$ 9,576	\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958
750		\$ 9,815	\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257
760		\$ 10,061	\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257	\$ 12,563
770		\$ 10,312	\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257	\$ 12,563	\$ 12,878
780		\$ 10,567	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257	\$ 12,563	\$ 12,878	\$ 13,201
790	Police Sergeant	\$ 10,834	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257	\$ 12,563	\$ 12,878	\$ 13,201	\$ 13,533
800	Police Sergeant AA	\$ 11,106	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257	\$ 12,563	\$ 12,878	\$ 13,201	\$ 13,533	\$ 13,872
810	Police Sergeant BA	\$ 11,384	\$ 11,668	\$ 11,958	\$ 12,257	\$ 12,563	\$ 12,878	\$ 13,201	\$ 13,533	\$ 13,872	\$ 14,217
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64I	Police Off POST Intermediate	\$ 8,667	\$ 8,885	\$ 9,106	\$ 9,336	\$ 9,568	\$ 9,807	\$ 10,052	\$ 10,304	\$ 10,561	\$ 10,825
64A	Police Off POST Advanced	\$ 9,330	\$ 9,565	\$ 9,803	\$ 10,047	\$ 10,300	\$ 10,560	\$ 10,820	\$ 11,091	\$ 11,369	\$ 11,653
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75I	Police Sergeant POST Int	\$ 11,377	\$ 11,659	\$ 11,952	\$ 12,251	\$ 12,555	\$ 12,872	\$ 13,190	\$ 13,521	\$ 13,861	\$ 14,207
75A	Police Sergeant POST Adv	\$ 12,242	\$ 12,550	\$ 12,864	\$ 13,185	\$ 13,513	\$ 13,851	\$ 14,196	\$ 14,552	\$ 14,917	\$ 15,292

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

**EXHIBIT A**  
**CITY OF ARCADIA SALARY RANGE**  
**JULY 1, 2026 - JUNE 30, 2027**  
**APOA - 4.25%**

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
680	Police Officer	\$ 8,607	\$ 8,824	\$ 9,044	\$ 9,269	\$ 9,502	\$ 9,743	\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750
690	Police Officer AA	\$ 8,824	\$ 9,044	\$ 9,269	\$ 9,502	\$ 9,743	\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016
700	Police Officer BA	\$ 9,044	\$ 9,269	\$ 9,502	\$ 9,743	\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294
710		\$ 9,269	\$ 9,502	\$ 9,743	\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578
720		\$ 9,502	\$ 9,743	\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868
730		\$ 9,743	\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164
740		\$ 9,983	\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466
750		\$ 10,232	\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778
760		\$ 10,489	\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778	\$ 13,097
770		\$ 10,750	\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778	\$ 13,097	\$ 13,425
780		\$ 11,016	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778	\$ 13,097	\$ 13,425	\$ 13,762
790	Police Sergeant	\$ 11,294	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778	\$ 13,097	\$ 13,425	\$ 13,762	\$ 14,108
800	Police Sergeant AA	\$ 11,578	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778	\$ 13,097	\$ 13,425	\$ 13,762	\$ 14,108	\$ 14,462
810	Police Sergeant BA	\$ 11,868	\$ 12,164	\$ 12,466	\$ 12,778	\$ 13,097	\$ 13,425	\$ 13,762	\$ 14,108	\$ 14,462	\$ 14,821
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64I	Police Off POST Intermediate	\$ 9,036	\$ 9,262	\$ 9,493	\$ 9,733	\$ 9,974	\$ 10,224	\$ 10,479	\$ 10,742	\$ 11,010	\$ 11,285
64A	Police Off POST Advanced	\$ 9,726	\$ 9,971	\$ 10,220	\$ 10,474	\$ 10,738	\$ 11,009	\$ 11,280	\$ 11,562	\$ 11,852	\$ 12,148
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75I	Police Sergeant POST Int	\$ 11,860	\$ 12,154	\$ 12,460	\$ 12,772	\$ 13,089	\$ 13,419	\$ 13,751	\$ 14,096	\$ 14,450	\$ 14,810
75A	Police Sergeant POST Adv	\$ 12,763	\$ 13,083	\$ 13,411	\$ 13,745	\$ 14,087	\$ 14,440	\$ 14,800	\$ 15,171	\$ 15,551	\$ 15,942

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