

RESOLUTION NO. 7583

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 PUBLIC WORKS EMPLOYEES' ASSOCIATION ("APWEA") 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 Public Works Employees' Association dated effective as of July 1, 2024, a copy of which is attached hereto. The City Manager is hereby authorized and directed to execute this Memorandum of Understanding on behalf of the City. The salary and benefits for employees represented by APWEA shall be those set forth in the MOU.

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

[SIGNATURES ON NEXT PAGE]

Passed, approved, and adopted this 2nd day of July, 2024.



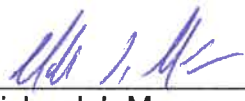
Mayor of the City of Arcadia

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. 7583 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

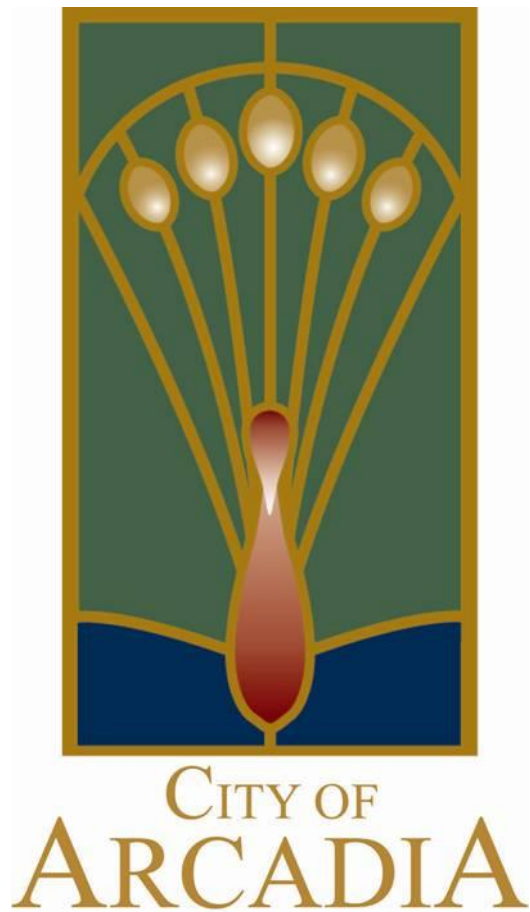
NOES: Kwan, and Verlato

ABSENT: None



Clerk of the City of Arcadia

**CITY OF ARCADIA
AND
ARCADIA PUBLIC WORKS EMPLOYEES' ASSOCIATION**



MEMORANDUM OF UNDERSTANDING

JULY 1, 2024 – JUNE 30, 2027

Table of Contents

Page

PREAMBLE	1
ARTICLE I	2
Section A. PARTIES AND RECOGNITION	2
Section B. APPROPRIATE UNIT.....	2
Section C. MUTUAL RECOMMENDATION	2
Section D. AUTHORIZED AGENTS	3
ARTICLE II	3
Section A. TERM	3
Section B. SAVINGS CLAUSE	3
ARTICLE III ASSOCIATION RIGHTS	3
Section A. LEGISLATIVE AUTHORITY	3
Section B. RIGHT TO JOIN	4
Section C. USE OF BULLETIN BOARDS	4
Section D. ACCESS TO FACILITIES.....	5
Section E. ASSOCIATION STEWARDS.....	5
Section F. REASONABLE NOTICE.....	6
ARTICLE IV MANAGEMENT RIGHTS	6
ARTICLE V COMPENSATION	7
Section A. SALARY SCHEDULES	7
Section B. PROMOTION OR ADVANCEMENT	7
Section C. PERCENTAGES BETWEEN STEPS/RANGE	7
Section D. ADVANCES IN RATE OF COMPENSATION.....	7
ARTICLE VI RETIREMENT	8
Section A. EMPLOYEES HIRED BEFORE JULY 1, 2011	8
Section B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011 BUT BEFORE OCTOBER 9, 2011	10
Section C. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CALPERS MEMBERS	11
Section D. NEW CALPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013.....	12

Section E. DEFERRED COMPENSATION (457 PLAN)	13
ARTICLE VII OVERTIME (FLSA) AND WORK SCHEDULES	13
Section A. OVERTIME	13
Section B. RECALL	14
Section C. WORK SCHEDULES	14
ARTICLE VIII LONGEVITY PAY	14
Section A. LONGEVITY PAY	14
ARTICLE IX TUITION ADVANCEMENT/REIMBURSEMENT	15
ARTICLE X MILEAGE REIMBURSEMENT	16
ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE	16
Section A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE JULY 1, 2024 OR THE DATE OF COUNCIL ADOPTION, WHICHEVER OCCURS LAST	16
Section B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2024 OR THE DATE OF COUNCIL ADOPTION, WHICHEVER OCCURS LAST	17
Section C. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS	18
ARTICLE XII RETIREE MEDICAL	20
Section A. RETIREE MEDICAL FOR EMPLOYEES HIRED BEFORE JULY 1, 2011	20
Section B. RETIREE MEDICAL - EMPLOYEES HIRED ON OR AFTER JULY 1, 2011	21
ARTICLE XIII DISABILITY INCOME INSURANCE	22
ARTICLE XIV MEDICAL EXAMINATIONS	22
ARTICLE XV UNIFORMS	22
Section A. UNIFORM SETS	22
Section B. BOOT ALLOWANCE	22
Section C. ADDITIONAL UNIFORM ITEMS	23
Section D. REPORTING	23
Section E. RETURN OF UNIFORMS	23
ARTICLE XVI LEAVE	24
Section A. LEAVE	24

Section B. POWER TO GRANT LEAVE	24
Section C. TEMPORARY MILITARY LEAVE (PAID AND UNPAID)	25
Section D. VACATION LEAVE	25
Section E. SICK LEAVE	26
Section F. WORKERS' COMPENSATION	29
Section G. HOLIDAYS	29
Section H. JURY LEAVE	30
Section I. WITNESS LEAVE	31
Section J. BEREAVEMENT LEAVE	31
Section K. UNAUTHORIZED ABSENCE	32
ARTICLE XVII PROBATIONARY PERIOD	32
Section A.	32
Section B.	32
Section C.	32
ARTICLE XVIII ACTING PAY	32
Section A. ACTING PAY	32
Section B. EXCEPTION	33
ARTICLE XIX LAYOFFS	33
Section A. LAYOFF PROCEDURE	33
Section B. RE-EMPLOYMENT LIST	33
Section C. SEVERANCE PAY	33
ARTICLE XX PERSONNEL FILES	34
Section A. PERSONNEL FILES	34
Section B. PROMOTIONAL RECRUITMENTS	34
Section C. WRITTEN REPRIMAND REVIEW	34
ARTICLE XXI EMPLOYEE GRIEVANCES	34
Section A. DEFINITIONS	34
Section B. TIMELINESS	35
Section C. EMPLOYEE REPRESENTATION	36
Section D. INFORMAL GRIEVANCE PROCEDURE	36
Section E. FORMAL GRIEVANCE PROCEDURE	36
Section F. APPEAL TO HUMAN RESOURCES COMMISSION	37

ARTICLE XXII	LABOR - MANAGEMENT COMMITTEE.....	41
ARTICLE XXIII	STAND-BY/CALL BACK POLICY	42
Section A.	SCHEDULE	42
Section B.	ELIGIBILITY REQUIREMENTS	42
Section C.	COMPENSATION	43
Section D.	RESPONSIBILITIES.....	45
ARTICLE XXIV	HAZARD PAY	45
Section A.	DEFINITION	45
Section B.	COMPENSATION	46
ARTICLE XXV	FULL UNDERSTANDING	47
Section A.	47
Section B.	47
2024-2027	NEGOTIATION TEAMS	48

PREAMBLE

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

ARTICLE I

Section A. PARTIES AND RECOGNITION

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

Section B. APPROPRIATE UNIT

The City agrees to give the Association notice of any changes, additions, or deletions of bargaining unit by classifications via an emailed copy of the Human Resources Commission Agenda. The agenda will be emailed to the Association's authorized agent at the same time the agenda is sent to Commission members. The Association shall be responsible for providing the City with the authorized agent's email address.

The full-time and permanent part-time classifications covered by this Agreement are:

*Building Maintenance Crew Supervisor
Building Maintenance Technician
Equipment Operator
Fleet Maintenance Crew Supervisor
Fleet Technician I and II
Fleet Technician/Welder
Maintenance Worker
Storekeeper/Buyer
Streets Maintenance Crew Supervisor
Traffic Signal/Street Light Technician
Utilities Crew Supervisor
Water Production Crew Supervisor
Water Production Technician I and II
Water Quality Backflow Inspector*

Section C. MUTUAL RECOMMENDATION

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

Section D. AUTHORIZED AGENTS

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

The Public Works bargaining unit's authorized representative is Marcos Garcia, President of the Arcadia Public Works Employees Association, 11800 Goldring Road, Arcadia, California, 91066-6021. The duly authorized staff representative is Jeffrey Natke, City Employees Associates, General Manager, 4401 Atlantic Avenue, Suite 200, Long Beach, CA 90807

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, upon ratification by the City Council, for the period of July 1, 2024, through June 30, 2027.

Section B. SAVINGS CLAUSE

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, the remaining Sections of this Agreement shall remain in full force and effect for the duration of said Agreement.

ARTICLE III ASSOCIATION RIGHTS

Section A. LEGISLATIVE AUTHORITY

1. 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. In accordance with SB 866, 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 APWEA. The City shall deduct dues on a regular payroll basis for employees represented by the APWEA following receipt of written notice from APWEA that written authorization has been provided to the Association by the employee.

If an APWEA 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.

2. Records. Arcadia Public Works Employees Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to unit members, within 60 days after the end of its fiscal year, a written financial report thereof in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.
3. Indemnification. The Association shall indemnify, defend, and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

Section B. RIGHT TO JOIN

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

Section C. USE OF BULLETIN BOARDS

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

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

Section D. ACCESS TO FACILITIES

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

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

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

1. Contact the Human Resources Director or their designee to state the purpose of the visit and which location they will be visiting, and
2. The Human Resources Director or designee determines that such visit shall not interfere with the operations of the department.

In the event the requested time and/or location of such visit by the Association Business Agent is denied because it would interfere with the operations of the department, the Human Resources Director or their designee shall set an alternative time and/or location for such visit within 72 hours.

Section E. ASSOCIATION STEWARDS

Four Shop Stewards shall be selected in such manner as the Association may determine.

The Association shall notify the City in writing of the names of the 4 Stewards who are authorized to represent employees in the bargaining unit.

Association Stewards are allowed reasonable release time to participate in meetings related to negotiations. Association stewards shall be provided release time during their regular work hours for the purpose of:

- a. Representation at a meeting that is reasonably expected to result in discipline when the Association Business Agent is not available to be present,
- b. Representation at a grievance hearing,
- c. Special meeting with the Human Resources Director, or designee, and Association Business Agent to resolve problems within the scope of bargaining, and/or

- d. An orientation period with new hires at the beginning of a new employee orientation or onboarding conducted by Human Resources.

In addition, Association Stewards shall be provided a maximum of 2 hours per month release time during their regular work hours to attend to other Association business, as needed. No further release time is provided for the preparation, investigation, or processing of disciplinary issues, grievances, or other Association business.

To facilitate the process, Association Stewards shall contact the Human Resources Director or designee to arrange the time to conduct association business as described above. Not more than 1 of the designated steward representatives may participate in any special meeting to resolve a problem within the scope of bargaining or grievance hearing at one time unless agreed to by the Human Resources Director. Time spent on association steward activities outside of normal working hours is not compensable.

Section F. REASONABLE NOTICE

It is mutually understood and agreed that a copy of the City Council and/or Human Resources Commission agenda for each meeting be emailed to 2 authorized representatives of the Association shall constitute reasonable written notice of any opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Human Resources Commission may act. The Association shall provide the Human Resources Director with the name and email addresses of the 2 authorized representatives within 5 days of the effective date of this Agreement.

ARTICLE IV MANAGEMENT RIGHTS

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

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

methods, means and personnel by which the operations are to be carried out.

ARTICLE V COMPENSATION

Section A. SALARY SCHEDULES

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

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

In addition, APWEA will be given a one-time non-PERSable bonus of \$44,500 to be distributed to APWEA employees. Actual distribution amounts for each employee shall be determined by APWEA. 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. PROMOTION OR ADVANCEMENT

When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than an approximate 5% increase in compensation unless the top step in such range provides less than one step increase. The 5% 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. Future step increases for promotion will follow Section D. "Advances in Rate of Compensation" below.

Section C. PERCENTAGES BETWEEN STEPS/RANGE

The Parties acknowledge that the percentage between steps within a range is approximately 2.5%.

Section D. ADVANCES IN RATE OF COMPENSATION

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

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

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

Employees will advance in their rates of compensation two steps (approximately 5%) on their step increase eligibility date upon receiving satisfactory evaluations until the top step in the range is reached.

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

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

ARTICLE VI RETIREMENT

Section A. EMPLOYEES HIRED BEFORE JULY 1, 2011

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

1. 2.5% @ 55 retirement formula (Government Code §21354.4).
2. Single highest year final compensation (Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$0.93) per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).

7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. The cost-sharing arrangement will be implemented as follows:

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

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

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

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

1. 2.5% at age 55 retirement formula (Government Code §21354.4).
2. Single highest year final compensation (Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$ 0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for the cost of this benefit.
8. Employee will pay the full 8% member contribution to CalPERS on a pre-tax basis via payroll deduction.
9. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments as pre-tax payroll deductions for service credit purchases.
10. Special Compensation items shall be reported to CalPERS in accordance with applicable law; and
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this

optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

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

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

1. 2% at age 60 retirement formula (Government Code §21353).
2. Three (3) year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employee will pay the full 7% member contribution to CalPERS via payroll deduction, and
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is

agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

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

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

1. 2% at age 62 retirement formula (Government Code §7522.20).
2. Three (3) year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. As permitted by CalPERS, employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the employee elects this option, the City agrees to allow members to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employee will pay 50% of the normal cost, currently 7.5% member contribution to CalPERS on a pre-tax basis via payroll deduction, and
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is

agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

Section E. DEFERRED COMPENSATION (457 PLAN)

Employees may elect to allocate salary to the City's 457 Pre-Tax Contribution Plan and/or the newly available Roth Contribution Plan, in accordance with the provisions of the Plan.

ARTICLE VII OVERTIME (FLSA) AND WORK SCHEDULES

Section A. OVERTIME

With the approval of the City Manager, and when necessary to perform essential work, a Department Director may require employees to work at any time other than during regular working hours until such work is accomplished. An employee required to work beyond 40 hours in a designated FLSA period, or to work in excess of the regularly scheduled shift shall be paid at the rate of one and one-half times the regular hourly rate, except when temporary adjustments ("flexing hours") are made within the designated FLSA period by mutual agreement between the employee and their Department. No overtime credit shall be allowed for any period less than one-half hour. Overtime shall be rounded to the nearest one-half hour.

The Department Director, City Manager or their designee, may permit an employee to take compensatory time in lieu of paid overtime. With Department Director approval, represented employees shall be permitted to accumulate compensatory time only to a maximum of 100 hours. When the maximum level of compensatory time is reached, overtime shall be paid.

When an employee is directed by their Department Director or the City Manager to attend classes or City functions at times other than regularly scheduled work hours which cause the employee to be in a work status in excess of 40 hours in a 7-day FLSA period, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay. This does not apply to classes or other functions which the employee attends voluntarily.

For purposes of calculating overtime, sick leave hours used are considered "hours worked".

Employees shall receive double time pay for any hours worked on a City recognized Holiday.

Section B. RECALL

Employees recalled back to work after completing a day's work, including any overtime shall receive a minimum credit of 2 hours of overtime.

Stand-By/Call Back Policy is located in Article XXIII of this MOU.

Section C. WORK SCHEDULES

The City agrees that if it decides to change the current 9-day–80 hour work schedule, the City will give the Association 2 weeks' advance notice and will meet and confer with the Association prior to implementing a new work schedule; provided, however, the City will not be required to meet and confer before implementing a new work schedule in the case of an emergency affecting City operations.

If in the event the City determines an emergency exists, it may modify an employee's regular work hours. Reasonable notice will be given by the City to affected employees.

When an employee within the Street Sweeper classification calls out sick or has a scheduled vacation, the back-up employee will be provided at least a 48 hours' notice of such change to schedule. If less than 48 hours' notice is given, the replacement staff will begin the street sweeper shift at 6:45 a.m.

ARTICLE VIII LONGEVITY PAY

Section A. LONGEVITY PAY

Effective the beginning of the pay period containing July 1, 2024, a 20+ longevity tier shall be established and the Longevity Pay benefit will be implemented based on the following formula:

Completed Years of Continuous Service	Amount Per Pay Period
5-9 Yrs	\$42.02
10-14 Yrs	\$63.04
15-19 Yrs	\$84.06
20 Yrs +	\$230.77

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.

ARTICLE IX TUITION ADVANCEMENT/REIMBURSEMENT

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

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

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

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

Any employee who voluntarily retires or terminate employment or is terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An employee who separates employment and who received tuition advancement and did not complete a class or classes within 1 year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the 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.

ARTICLE X MILEAGE REIMBURSEMENT

ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE

- a. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
 - b. The employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.
 - c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.
2. Dental Insurance: Mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
 3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000 Life & AD&D benefit for eligible employees.
 4. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan for each employee. The vision plan will be Vision Service Plan, Option B.
 5. 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.

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

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

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

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

Employee Only: \$866/month

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

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

2. If the City's contribution exceeds the cost of the employee's elected coverage (e.g. Employee Only, Employee +1, Family), no amount shall be given in cash as taxable income.
 - a. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
 - b. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.
2. Dental Insurance: Mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000 Life & AD&D benefit for eligible employees.
4. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan for each employee. The vision plan will be Vision Service Plan, Option B.
5. 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.

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

1. **Excess Contributions for Employees Hired Before July 1, 2021.**

If the City's contribution, up to a maximum of \$1,107/month, exceeds the cost of the employee's elected coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed as taxable income.

- a. Those employees hired before July 1, 2021, who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021 and then reduced to an amount that will allow the City-wide Total Medical Plan Payment to be less than 20%. This amount will result in the employee's new capped cash-in-lieu.
- b. Those employees hired before July 1, 2021, who qualify to receive cash as taxable income and who subsequently reduces their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu limit based on their elected reduced amount and will forfeit their previous cash-in-lieu limit.
- c. Employees hired before July 1, 2021, who did not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible to receive cash.

2. **Cash In Lieu of City Coverage for Employees Hired Before July 1, 2021.**

Employees are required to carry one of the City's designated medical plans unless they opt out. Employees hired before July 1, 2021, may receive cash-in-lieu for opting out of the City's designated medical plans, up to a maximum of \$1,107/month, during the annual open enrollment period by signing a written waiver each year, that attests that the employee and each member of the employee's Tax Family (i.e. all individuals for whom the employee expects to claim a personal exemption deduction for the upcoming tax year) each has alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California) for the upcoming tax year. If employees provide the executed written waiver and documentation confirming that he or she is enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in Section C.1 above, and subject to the limitations enumerated in Section C.1.a.-c. to be taken as taxable income.

3. Employees hired after July 1, 2021, shall not be eligible to receive cash in lieu of benefits nor for excess contributions above their enrollment elections.

ARTICLE XII RETIREE MEDICAL

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

1. **Program Description**

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

2. **Premium Payment**

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

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

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

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

3. **Eligibility Requirements**

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

- a. An "eligible retiree" is a 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 the retiree health benefit by paying the City an amount equal to the employee's daily pay rate at the time of retirement times the number of hours needed to meet the 1,000 hours of accumulated sick leave requirement, with the following restrictions:

- i. The employee must have reached the age of 55; and
 - ii. The employee must be employed by the City of Arcadia and must have worked full-time for the City of Arcadia for a minimum of 15 years.
 - iii. To meet the 1,000 sick leave hour requirement, the employee would be limited to purchasing up to a maximum of 350 hours worth of sick leave in an amount equal to the employee's daily pay rate at the time of retirement, provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, the limitation of 350 hours will be excused.
- b. The retiree, and if applicable, the retiree's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City's Premium Payment.

If the Association becomes aware of the death of a retiree, the Association shall notify Human Resources.

4. **Termination of Eligibility**

An eligible retiree shall cease to be eligible for the City's Reimbursement upon becoming eligible for Medicare coverage. The retiree's spouse shall become ineligible for the City's Reimbursement upon becoming eligible for Medicare coverage or after 15 years, whichever occurs first. If the retired employee and/or spouse have other group medical coverage available, then this other group insurance shall be primary and the City's health insurance plan shall function as a secondary co-insurance.

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

Tier III Retirees. For employees hired on or after July 1, 2011, that retiree from the City and who remain enrolled in a CalPERS health plan after retirement (**"Tier III Retiree"**), the City will pay no more than the PEMHCA

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

ARTICLE XIII DISABILITY INCOME INSURANCE

The City shall provide disability income insurance up to a maximum total monthly payment of **\$12.81** per full-time employee, covered by this agreement during the life of the Agreement.

ARTICLE XIV MEDICAL EXAMINATIONS

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

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

ARTICLE XV UNIFORMS

The following shall apply for each fiscal year:

Section A. UNIFORM SETS

The City shall provide each new employee with 11 sets of uniforms consisting of shirts and trousers. Unit employees currently employed as of the date of ratification of this agreement will receive 4 additional sets to have a total of 11 complete sets of uniforms. Employees who work with high-voltage and/or due to medical condition shall be provided with fire-retardant clothing per discretion of the Crew Supervisor.

The City shall provide only 1 replacement for any damaged or lost shirt and trouser/shorts.

Section B. BOOT ALLOWANCE

The City will reimburse up to **\$250.00 annually** for steel-tip, non-conductive boots, insoles, toe armor, socks, polish, boot oil, water proofing, and laces for those full-time regular employees who work regularly with electricity and all other covered employees for general steel-tip boots, insoles, toe armor, socks, polish, boot oil, water proofing, and laces.

The City will determine on a case-by-case basis the need to purchase additional boots if the employee's boots become worn out and/or in need of replacement prior to the end of the fiscal year. Should such requests be approved, the protocols to purchase the 2nd pair of boots will comply with the same procedural limits as stated in the paragraph above for reimbursement and reimbursable items.

Section C. ADDITIONAL UNIFORM ITEMS

The City shall provide 10 t-shirts with a City logo for each full-time permanent employee.

The City shall provide 2 City of Arcadia hats for each full-time permanent employee.

The City shall provide 1 pair of rain boots for each full-time permanent employee. The City shall provide replacement rain gear on an as needed basis or determined by the supervisor.

The City shall provide 1 set of rain gear for each full-time permanent employee. The City shall provide replacement rain gear on an as needed basis or determined by the supervisor.

The City shall provide 1 sweatshirt for each full-time permanent employee.

Section D. REPORTING

The City shall report \$215.00 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law. "New Members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

Section E. RETURN OF UNIFORMS

Upon termination of employment, the employee shall turn in all uniforms and other items issued shall have a dollar amount equal to the unreturned uniforms' and items costs that will be deducted from the employee's final paycheck.

ARTICLE XVI LEAVE

Section A. LEAVE

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 LEAVE

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 the employee meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of their service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return – the granting of a leave of absence without pay confers upon the employee the right to return to their classification before or at the expiration of his leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to their classification with the City.
4. Service Record – no request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.
5. An employee granted a leave of absence may be required by the appointing power or the City Manager to successfully pass a medical examination prior to being allowed to return to work.
6. The granting of a leave of absence of 30 days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than 30 days shall constitute an interruption of service

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

Section C. TEMPORARY MILITARY LEAVE (PAID AND UNPAID)

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

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

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

Section D. VACATION LEAVE

1. Effective the beginning of the pay period following Council adoption of this MOU, every full-time employee represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment shown below. Upon initial implementation of the new reduced max accrual cap, the City will cash out to APWEA employees any vacation leave exceeding the new cap, plus an additional 40 hours as selected by individual APWEA employees.

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Hours in a Year Accrued</u>	<u>Max Accrual</u>
0-4 years	3.07 hours	80 Hours	120
5-9 years	4.61 hours	120 Hours	180
10-14 years	5.23 hours	136 Hours	204
15+ years	6.15 hours	160 Hours	240

Accumulated vacation shall be granted at the discretion of the appointing power.

2. Once an employee has accumulated at the maximum accrual amount as shown in the table above, 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.

3. An employee who has previously requested and was granted approval of vacation leave for use during the last 3 months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next 3 months of the new calendar year, if rescheduling of the vacation leave is not possible.
4. Upon termination, vacation used shall be prorated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his rate of compensation applicable at the time he leaves the City employ. If an employee works 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.
5. Employees may elect to sell back vacation during a calendar year, not to exceed a maximum of 80 hours in the calendar year.

Effective for calendar year 2025 and every year thereafter: By December 31 (beginning in 2024) of each year, employees who wish to sell back vacation time must make an irrevocable election to cash out up to eighty (80) hours of vacation leave that will be earned in the following calendar year.

Section E. SICK LEAVE

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

Paid sick leave will carry over each year of employment. Employees may accumulate up to a maximum of 2,000 hours of sick leave with pay. For the purposes of overtime calculation, paid sick leave shall be regarded as hours worked.

2. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventative care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 40 hours or 5 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

For leave pertaining to an employee who is victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification of unscheduled absences as described in Labor Code sections 230(c) or 230.1 (a).

3. Except as provided hereinafter, sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to one of the following:
 - a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee;
 - b. 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 grandparent; an employee may designate one additional person per 12-month period at the time the employee requests sick leave
 - c. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a).

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

4. Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section F of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.
5. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section E. 3, and employee may use up to ½ of their annual accrued 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. For the purposes of Kin Care Leave, family members shall include parent (biological adoptive, foster parent, step-parent, or legal guardian), child (biological, adoptive, foster child, step-child, legal ward, a child of a registered domestic partner, or a child to whom the employee stand loco parentis regardless of the 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.
6. In case of absence due to illness, if the paid sick leave is foreseeable, the employee shall notify his department within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
7. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
8. If an employee separates from employment with the City and is rehired within 1 year from separation, up to 80 hours or 10 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.
9. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

0-9 hours:	No accrual
30 to 39 hours:	1 hour
40 hours and above:	3.693 hours

10. Unused Sick Leave.

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

Employees hired before July 1, 2024, who retire with the City of Arcadia may convert any unused sick leave up to the maximum sick leave accumulation specified in Article XVI, Section E.1 into retirement service credits.

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

Section F. 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 may 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. Such payment shall be granted only to employees with three or more full years of continuous service with the City as well as to those who have completed their initial probation with the City as of June 14, 1999. The leave shall be for up to a maximum of ten months 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 G. HOLIDAYS

1. Each employee in a classification represented by this MOU shall be allowed the following holidays with pay:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Admission Day	September 9
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Day after Thanksgiving Day	The Friday following the fourth Thursday in November

Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Every day appointed by the City Council for a public fast, thanksgiving or holiday.

For full-time employees assigned to an alternate work week, and scheduled to work 9 or more hours, but for the holiday would have been scheduled to work 9 or more hours, the employee will receive Holiday pay for the actual number of regularly scheduled working hours for that designated Holiday.

2. Full-time employees shall receive an 8 hour floating holiday for their birthday to be scheduled by the employee in the same manner as vacation leave. Floating holiday shall not carry over into subsequent fiscal years and failure to schedule a floating holiday in the fiscal year in which it is earned shall result in its loss.
3. If the employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is based said floating holiday leave shall be repaid to the City through payroll deduction. Employees hired after the beginning of the fiscal year shall accrue floating holiday only if the employee is employed before the date on which the floating holiday is based (Employee's birthday).
4. As an example, an employee hired on July 15, whose birthday is August 5, would receive a floating holiday for his birthday for that fiscal year. However, if that same employee was hired on March 15, the employee would not receive any floating holiday benefit for that fiscal year.
5. If a holiday falls on a day that City operations are closed, each employee will receive 8 hours of floating holiday time. Floating holiday time is not accruable and not payable if unused. The floating holiday must be used by the end of the fiscal year in which it is granted, or it shall be forfeited.
6. An employee required to work or attend a class or function on any holiday allowed to them by this Section shall be paid for the holiday, and in addition, they shall be compensated in accordance with FLSA's applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay.

Section H. JURY LEAVE

When an employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay. The City will only compensate

jury service up to 80 hours per year. The employee shall remit to the City all fees received except mileage. For employees assigned to an alternate work week, pay for jury duty shall not be provided on regularly scheduled days off. When released from any day of service more than 2 hours prior to the end of the normal work schedule, an employee shall report as soon as practical to full duty.

Section I. WITNESS LEAVE

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

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

Section J. BEREAVEMENT LEAVE

Death In Family. At the time of death, or where death appears imminent in the immediate family, an employee may be granted a leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse/registered domestic partner, the employee or employee's spouse's mother or stepmother, father or stepfather, brother or sister or step sibling, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse residing in the same household. Such leave shall be granted based on employee's current work shift up to a maximum of 3 shifts; provided, however, if the employee is required to travel more than 300 miles from his or her residence, the employee may take an additional 2 days which will be charged to accrued sick 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 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 twelve months before attaining permanent status.

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

ARTICLE XVIII ACTING PAY

Section A. ACTING PAY

Any employee in the unit who is required, in writing, to work 3 working days or longer in a higher classification which is vacant due to sick leave, injury leave, vacation, termination or move up due to acting pay shall receive the following acting pay retroactive to the first day of the assignment:

1. A 5% above their current rate of pay or A step of the higher classification; or
2. An employee in the classification of Maintenance Worker assigned to an acting position of Crew Supervisor in the following: Building

Maintenance, Fleet Maintenance, Maintenance, Water Maintenance, Water Production, and/or Water Services Representative shall receive 10% above their current rate of pay; or

3. Should such percentage exceed the top step of the range for the higher classification, the employee shall receive compensation at the top step of the higher classification.

Section B. EXCEPTION

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

ARTICLE XIX LAYOFFS

Section A. LAYOFF PROCEDURE

The City Manager or appointing power may lay off an employee in the Classified Service because of a material change in duties or organization, inclement weather, adverse working conditions, shortage of work or funds or return of employees from authorized leave of absence.

The order of layoff shall be temporary, probationary, and then regular employees and shall be (1) based on performance and (2) the total cumulative time served in the same class or promotional field, from least to greatest, upon the date established for the layoff to become effective. For the purposes of layoffs, seniority will only be disregarded if an employee's overall performance evaluation rating in any one of the last three years is below proficient. In such case, the layoff shall be based upon performance.

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

Section B. RE-EMPLOYMENT LIST

The names of employees shall be placed upon reemployment lists in the reverse order of the layoff. Re-employment lists shall remain effective for 2 years from the effective date of separation from service.

Section C. SEVERANCE PAY

A full-time employee whose position is abolished or vacated by a reduction in workload or lack of funds and has at least 1 year of consecutive full-time service with the City shall receive, upon termination, severance pay.

Severance pay shall be a lump sum payment equal to 1/5th of their previous months' salary times the number of years of consecutive service, not exceeding 5 years of service.

ARTICLE XX PERSONNEL FILES

Section A. PERSONNEL FILES

The City shall maintain a central personnel file for each employee. Supervisors may maintain working personnel files.

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

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

An employee or their designated representative shall request in writing, and shall have the right to examine and/or obtain copies of any material from the employee's personnel file. Such copies shall be provided at the employee's cost.

Section B. PROMOTIONAL RECUITMENTS

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

Section C. WRITTEN REPRIMAND REVIEW

The Human Resources Director or designee agrees to conduct an informal meeting with members who receive a written reprimand and wish to discuss said reprimand.

ARTICLE XXI EMPLOYEE GRIEVANCES

Section A. DEFINITIONS

1. Grievance – A grievance is an allegation by an employee(s) of a misinterpretation or misapplication of any express provision of the applicable Memorandum of Understanding or City and/or Department

Personnel Rules and Regulations where there is no other specific method of review provided by City law.

2. Grievant – An employee or group of employees in the classified service adversely affected by an act or omission by the City allegedly in violation of an express provision of the Memorandum of Understanding or City and/or Department Personnel Rules and Regulations.
3. Department Director – The Department Director or designee.
4. Workday – A workday is any day the City offices are regularly open for business.
5. Exclusions from the Grievance Procedure:
 - a. The procedure is not to be used for the purpose of changing wages, hours and working conditions. Allegations involving wages, hours and working conditions may thus be grieved only if the grievance involves a misapplication or misinterpretation of an express provision of the MOU or a City/Department Personnel Rules and Regulations.
 - b. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. Allegations that the City has failed to comply with an evaluation procedure set forth in a specific provision of the MOU and/or City/Department Personnel Rules and Regulations are grievable.
 - c. The procedure is not intended to be used to challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.
 - d. The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension, removal or other disciplinary action. Appeals of disciplinary actions are covered by the City's Personnel Rules and Regulations.
 - e. The procedure is not to be used to challenge examinations or appointment to positions. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

Section B. TIMELINESS

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

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

Section C. EMPLOYEE REPRESENTATION

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

Section D. INFORMAL GRIEVANCE PROCEDURE

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

Section E. FORMAL GRIEVANCE PROCEDURE

1. First Level of Review: Next Level Supervisor. If the employee is not able to resolve the grievance after discussion with his or her immediate supervisor, within 10 working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next level supervisor on the official City grievance form setting forth the following information:
 - a. The specific section of the rules or MOU allegedly violated.
 - b. The specific act or omission which gave rise to the alleged violation.
 - c. The date or dates on which the violation occurred.
 - d. Documents, witnesses or evidence in support of the grievance.
 - e. The resolution of the grievance at the informal stage.

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

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

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

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

3. Human Resources Director. If the employee is not in agreement with the decision reached by the department head, within 10 working days after receiving the department head's decision or 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 10 working days of receiving the grievance or the holding of a grievance meeting whichever is longer.

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

Section F. APPEAL TO HUMAN RESOURCES COMMISSION

1. Scheduling of Hearing: Upon receipt of the request for an appeal, the City shall, within 30 days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than 20 working days nor more than 60 working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least 10 working days prior to the hearing.
2. Public Hearings: All hearings shall be open to the public.
3. Pre-Hearing Procedure:
 - a. Subpoenas: The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Department and the other party. The

Human Resources Department will issue the subpoenas. The Human Resources Department will serve subpoenas for current City employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the City to submit the written request for subpoenas at least 10 working days before the date of the hearing.

- b. Exhibits and Witness Lists: 5 working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits. An original and 9 copies of the exhibits shall be presented to the Human Resources Department in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.
 - c. Statement of Issues: 5 working days prior to the date set for the hearing, each party shall submit to the Human Resources Department a Statement of Issues.
- 4. Submission to the Human Resources Commission: 5 working days prior to the date set for the hearing, the Human Resources Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.
 - 5. Payment of Employee Witnesses: Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.
 - 6. Conduct of the Hearing:
 - a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

- b. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
 - c. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
 - d. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 - e. Irrelevant and unduly repetitious evidence may be excluded.
 - f. The Human Resources Commission shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
 - g. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
 - h. The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.
7. Burden of Proof. In a grievance appeal the grievant has the burden of proof by preponderance of the evidence.
8. Proceed with Hearing or Request for Continuance: Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. Any request for a continuance must be made in writing and submitted prior to the hearing to all parties. Before requesting a continuance, the moving party shall contact all parties to determine if there is any opposition to the continuance and shall state in its request if there is opposition.
9. Testimony under Oath: All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:
- “Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”
10. Presentation of the Case: The hearing shall proceed in the following order unless the Human Resources Commission for special reason, directs otherwise:

- a. The Chair of the Human Resources Commission (“Chair”) shall announce the issues after a review of the statement of issues presented by each party.
 - b. The grievant (employee) shall be permitted to make an opening statement.
 - c. The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.
 - d. The grievant shall produce his/her evidence.
 - e. The respondent may then offer its evidence.
 - f. The grievant followed by the respondent may offer rebutting evidence.
 - g. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.
11. Procedure for the Parties: The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representatives shall continue with the presentation of their case.
12. Right to Control Proceedings: While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.
13. Hearing Demeanor and Behavior: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Commission.
14. Deliberation Upon the Case: The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed 10 working days.

15. Recommended Decision: The Human Resources Commission shall render its recommendations as soon after the conclusion of the hearing as possible, and no event, later than 10 working days after concluding the hearing, unless otherwise stipulated to by the parties. The recommended decision shall include an explanation of the basis for the decision.

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

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

Either the employee or the department may file a written appeal to the proposed decision, by filing exceptions thereto with the Human Resources Director within 10 days of receipt of the Commission's recommended decision.

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

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

ARTICLE XXII LABOR - MANAGEMENT COMMITTEE

The City and the Association hereby agree to the establishment of an ad hoc committee to discuss employer-employee relation matters.

Each side may designate up to 2 Public Works Services Department representatives to serve on the committee. For purpose of coordination only, the Human Resources Director shall be chairman of the committee. The committee shall meet quarterly as necessary, at a mutually agreed upon time and place. The party requesting the meeting shall submit an agenda of topics to be discussed no less than 5 days prior to the scheduled meeting date.

ARTICLE XXIII STAND-BY/CALL BACK POLICY

The Public Works Services Department maintains a designated stand-by list of personnel to respond to emergency calls after normal working hours. The stand-by list will be updated and distributed monthly to designated personnel and to appropriate City departments.

Section A. SCHEDULE

Employees who are assigned to stand-by duty shall be given the opportunity to review the upcoming Monthly Stand-by Duty Schedule prior to the last day of the month in order to be able to schedule time-off prior to the distribution of the schedule. Any change after the publication of the Monthly Stand-By Duty Schedule will require authorization by the employee's Superintendent.

Employees assigned to stand-by will be allowed to take scheduled leave during regular working hours as long as the leave does not conflict with their stand-by responsibilities; but will not be allowed to take scheduled leave after normal operating hours or be assigned to work special events that may conflict with their stand-by responsibilities.

Any stand-by employee who becomes ill or has an emergency preventing them from carrying out the stand-by duties shall be responsible to immediately notify their appropriate Superintendent and the manager on call to arrange for a back-up stand-by person. The Superintendent and the manager on call must be notified before the stand-by employee returns to stand-by duty.

Section B. ELIGIBILITY REQUIREMENTS

Stand-by assignments shall be made at the discretion of Management and are not guaranteed regardless of eligibility. The following classifications shall be eligible to be assigned to Stand-by Duty:

1. Water Production: Crew Supervisor, Production Tech I/II, Equipment Operator, or Maintenance Worker
 - a. Must have a working knowledge of the SCADA system.
 - b. Possess a California Department of Public Health T2 Certification.
2. Water Distribution & Sewer: Crew Supervisor, Equipment Operator, or Maintenance Worker

- a. Possess a California Department of Public Health D2 Certification.
 - b. Possess a valid California Class “A” Driver’s License.
- 3. Streets & Facilities: Crew Supervisor, Equipment Operator, Building Technician, or Maintenance Worker
 - a. Possess a valid California Class “A” Driver’s License.
- 4. Fleet Maintenance: Crew Supervisor, Fleet Welder, or Fleet Mechanic I/II

Each employee assigned to stand-by duty must be available 24 hours a day.

Each employee assigned to stand-by duty must have the ability to arrive at the scene of the incident in the City of Arcadia within 30 minutes of receiving the request to respond.

Employees assigned to this duty must have received a “Proficient” overall rating on their most recent Employee Performance Evaluation.

Probationary and Part-time employees are not eligible for stand-by duty.

Section C. COMPENSATION

- 1. Fleet Services:

A stand-by assignment list shall be maintained only for weekends and holidays. Each fleet services employee assigned to stand-by duty is to serve after normal working hours for designated weekends and holidays. Effective the beginning of the pay period containing July 1, 2024, Standby pay for Fleet shall be expanded and the employee shall receive the following:

 - 6 hours of straight time pay as compensation for serving one weekend of stand-by duty.
 - 3 additional hours of straight time pay for stand-by duty on a week with an off Friday, except for a Friday that falls on a City recognized holiday.
 - 1.5 hours of straight time pay on Thursday before an Off Friday (9/80 Friday). Standby begins at end of Thursday shift.
 - 1.5 hours of straight time pay on working Fridays. Standby begins at end of Friday shift.
 - In addition, the employee shall receive 4 hours of straight time pay for serving stand-by duty on a City recognized holiday. Should the employee be called out while on stand-by duty, the employee will be

compensated 1 pay at time-and-one-half for overtime hours worked (2 hours minimum). All other rules and policies regarding stand-by duty shall be applicable.

2. All Other Divisions:

Each employee assigned to stand-by duty is to serve after normal working hours for a one-week (7 day) period. Each employee shall receive the following compensation while serving on stand-by:

- 1.5 hours of straight time base pay per weekday. For City-designated holidays during which City Hall is closed for the full workday, an additional 4 hours of straight time base pay will be provided, for a total of 5.5 hours of straight time base pay for that day. See example below.
- 3 hours of straight time base pay for every weekend day and regular Dark Friday off. For City-designated holidays during which City Hall is closed for the full workday, an additional 4 hours of straight time base pay will be provided, for a total of 7 hours of straight time base pay for that day. See example below.

Stand-By Pay Example:

Workweek 1								Workweek 2						
	M	T	W	Th	F	Sa	Su	M	T	W	Th	Dark Friday Off	Sa	Su
Stand-By Hrs.	1.5	1.5	1.5	1.5	1.5 +4 if Holiday	3	3	1.5	1.5	1.5	1.5	3 +4 if Holiday	3	3
Workweek 1 Total without Holiday: 13.5 Workweek 1 Total <u>with</u> Holiday: 17.5								Workweek 2 Total without Holiday: 15 Workweek 2 Total <u>with</u> Holiday: 19						

In addition to the regular pay that the employee receives as mentioned above, each employee shall receive overtime pay as prescribed in Section VII of this MOU. An employee will be paid a minimum of 2 hours overtime when requested to respond to the City. Additionally, if the stand-by employee receives another call while in the City before the minimum 2 hours has expired, then that still counts as one call out. However, if the stand-by person is at home and receives another call out, then that shall count as an additional 2 hours minimum.

Section D. RESPONSIBILITIES

Employees who are on stand-by are expected to observe the following standards. Failure to follow these standards may result in the temporary or permanent removal from stand-by duty.

1. Abide by all City policies.
2. Be able to physically respond to the City of Arcadia within 30 minutes of receiving a call during all off-work periods while on stand-by duty.
3. Ensure that their stand-by vehicle is fully equipped to meet all needs.
4. Sign-on/off use of the truck and its inventory.
5. When between home and work in a private vehicle, employees are to respond directly to the Service Center and use a back-up vehicle to respond to the call.
6. When responding from home, be able to respond directly to the scene of the incident.
7. Employees shall only drive City vehicles to and from work and for City emergencies.
8. Wear work shoes, uniform shirts and trousers or shorts, when responding to a call.
9. Carry their City Employee Identification card at all times.
10. Have map, keys, call-out list, and City provided cellular phone with them at all times.
11. Keep city issued cellphone on and with the employee at all times- even while at home.
12. Respond to the party within 5 minutes of the call (e.g. Police Dispatch, Fire Dispatch, Office Personnel).
13. Know the proper operating and safety procedures for the operation of specialized equipment related to their duty responsibilities.
14. At the beginning of each regular work shift, inform their superintendent of all activities while on stand-by duty.

ARTICLE XXIV HAZARD PAY

Section A. DEFINITION

Hazard Pay shall be provided for homeless encampment cleanup. For purposes of this Article, homeless encampment is defined as anything tagged with a “clear-out” notice by the Arcadia Police Department. The “clear-out” will also require that the employee’s supervisor or manager assign the cleanup/clearing. Any other type of cleanup/clearing that does not get tagged with a “clear-out” notice and subsequently assigned by the employee’s supervisor shall be excluded from Hazard Pay.

Section B. COMPENSATION

Effective the beginning of the pay period containing July 1, 2024, employees assigned to clean/clear homeless encampments shall receive Hazard Pay of \$5/hour for each hour spent conducting said clear-out.

ARTICLE XXV FULL UNDERSTANDING


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

It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit and that the City will meet and confer as required by law, before implementing changes.

For the life of this agreement it is agreed and understood that the Association hereto voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not during the term of this Agreement. However, the specific provisions of this contract may not be reopened during the term of this contract without the consent of the City and the Association.

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

ARCADIA PUBLIC WORKS
EMPLOYEES' ASSOCIATION



Marcos Garcia
APWEA President

CITY OF ARCADIA



Dominic Lazzaretto
City Manager

2024-2027 NEGOTIATION TEAMS

APWEA

Alphonso Vieyra,
Team Member

Ruben Ruiz,
Team Member

James Cimino,
Team Member

Marcos Garcia,
APWEA President

Laura Holtan,
CEA Attorney

City of Arcadia

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

Henry Chen,
Interim Administrative Services Director

Anely Williams,
Interim Human Resources Director

Justine Bruno,
Deputy City Manager

Diana Sanapanya,
Senior Human Resources Analyst

Laura Drottz Kalty,
LCW Attorney

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

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
46P		\$ 4,284	\$ 4,389	\$ 4,498	\$ 4,613	\$ 4,728	\$ 4,846	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347
47P		\$ 4,389	\$ 4,498	\$ 4,613	\$ 4,728	\$ 4,846	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483
48P		\$ 4,498	\$ 4,613	\$ 4,728	\$ 4,846	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620
49P	Maintenance Worker	\$ 4,613	\$ 4,728	\$ 4,846	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760
50P	Fleet Technician I	\$ 4,728	\$ 4,846	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904
51P		\$ 4,846	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047
52P	Water Production Technician I	\$ 4,967	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202
53P	Equipment Operator Building Maintenance Technician Storekeeper/Buyer	\$ 5,089	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354
54P	Fleet Technician II	\$ 5,219	\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512
55P		\$ 5,347	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678
56P	Fleet Technician/Welder Traffic Signal/Street Light Technician Water Production Technician II	\$ 5,483	\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843
57P		\$ 5,620	\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013
58P		\$ 5,760	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189
59P	Building Maintenance Crew Supervisor	\$ 5,904	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368
60P	Streets Maintenance Crew Supervisor	\$ 6,047	\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554
61P		\$ 6,202	\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554	\$ 7,743
62P		\$ 6,354	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554	\$ 7,743	\$ 7,939
63P	Utilities Crew Supervisor Water Production Crew Supervisor Fleet Maintenance Crew Supervisor	\$ 6,512	\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554	\$ 7,743	\$ 7,939	\$ 8,135
64P		\$ 6,678	\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554	\$ 7,743	\$ 7,939	\$ 8,135	\$ 8,339
65P		\$ 6,843	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554	\$ 7,743	\$ 7,939	\$ 8,135	\$ 8,339	\$ 8,548
66P	Water Quality Backflow Inspector	\$ 7,013	\$ 7,189	\$ 7,368	\$ 7,554	\$ 7,743	\$ 7,939	\$ 8,135	\$ 8,339	\$ 8,548	\$ 8,759

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

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

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
46P		\$ 4,542	\$ 4,653	\$ 4,767	\$ 4,890	\$ 5,011	\$ 5,136	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667
47P		\$ 4,653	\$ 4,767	\$ 4,890	\$ 5,011	\$ 5,136	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812
48P		\$ 4,767	\$ 4,890	\$ 5,011	\$ 5,136	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957
49P	Maintenance Worker	\$ 4,890	\$ 5,011	\$ 5,136	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105
50P	Fleet Technician I	\$ 5,011	\$ 5,136	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258
51P		\$ 5,136	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410
52P	Water Production Technician I	\$ 5,265	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574
53P	Equipment Operator Building Maintenance Technician Storekeeper/Buyer	\$ 5,394	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736
54P	Fleet Technician II	\$ 5,532	\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903
55P		\$ 5,667	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079
56P	Fleet Technician/Welder Traffic Signal/Street Light Technician Water Production Technician II	\$ 5,812	\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254
57P		\$ 5,957	\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434
58P		\$ 6,105	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620
59P	Building Maintenance Crew Supervisor	\$ 6,258	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810
60P	Streets Maintenance Crew Supervisor	\$ 6,410	\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007
61P		\$ 6,574	\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007	\$ 8,207
62P		\$ 6,736	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007	\$ 8,207	\$ 8,416
63P	Utilities Crew Supervisor Water Production Crew Supervisor Fleet Maintenance Crew Supervisor	\$ 6,903	\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007	\$ 8,207	\$ 8,416	\$ 8,624
64P		\$ 7,079	\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007	\$ 8,207	\$ 8,416	\$ 8,624	\$ 8,839
65P		\$ 7,254	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007	\$ 8,207	\$ 8,416	\$ 8,624	\$ 8,839	\$ 9,061
66P	Water Quality Backflow Inspector	\$ 7,434	\$ 7,620	\$ 7,810	\$ 8,007	\$ 8,207	\$ 8,416	\$ 8,624	\$ 8,839	\$ 9,061	\$ 9,285

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

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2026 - JUNE 30, 2027
APWEA - 5%

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
46P		\$ 4,769	\$ 4,885	\$ 5,006	\$ 5,135	\$ 5,262	\$ 5,393	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951
47P		\$ 4,885	\$ 5,006	\$ 5,135	\$ 5,262	\$ 5,393	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102
48P		\$ 5,006	\$ 5,135	\$ 5,262	\$ 5,393	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255
49P	Maintenance Worker	\$ 5,135	\$ 5,262	\$ 5,393	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410
50P	Fleet Technician I	\$ 5,262	\$ 5,393	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571
51P		\$ 5,393	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731
52P	Water Production Technician I	\$ 5,529	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902
53P	Equipment Operator Building Maintenance Technician Storekeeper/Buyer	\$ 5,664	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073
54P	Fleet Technician II	\$ 5,809	\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248
55P		\$ 5,951	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433
56P	Fleet Technician/Welder Traffic Signal/Street Light Technician Water Production Technician II	\$ 6,102	\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617
57P		\$ 6,255	\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806
58P		\$ 6,410	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001
59P	Building Maintenance Crew Supervisor	\$ 6,571	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201
60P	Streets Maintenance Crew Supervisor	\$ 6,731	\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407
61P		\$ 6,902	\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407	\$ 8,618
62P		\$ 7,073	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407	\$ 8,618	\$ 8,836
63P	Utilities Crew Supervisor Water Production Crew Supervisor Fleet Maintenance Crew Supervisor	\$ 7,248	\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407	\$ 8,618	\$ 8,836	\$ 9,055
64P		\$ 7,433	\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407	\$ 8,618	\$ 8,836	\$ 9,055	\$ 9,281
65P		\$ 7,617	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407	\$ 8,618	\$ 8,836	\$ 9,055	\$ 9,281	\$ 9,514
66P	Water Quality Backflow Inspector	\$ 7,806	\$ 8,001	\$ 8,201	\$ 8,407	\$ 8,618	\$ 8,836	\$ 9,055	\$ 9,281	\$ 9,514	\$ 9,749

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