



NOTICE OF SPECIAL MEETING

As authorized by California Government Code Section 54956 and Arcadia City Charter Section 408, a Special Meeting of the Arcadia City Council is hereby called to be held at the City Council Conference Room, 240 W. Huntington Drive, Arcadia, California on Tuesday, September 24, 2024, at 4:30 p.m.

Pursuant to Government Code Section 54953(b), Council Member Kwan will be attending the City Council Meeting via teleconferencing from The Peninsula Chicago, 108 East Superior Street, Chicago, Illinois 60611, at 6:30 p.m.

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Sufficient notice will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：(626) 574-5455），请求作出调整或提供便利设施。提前充足的时间发出通知将使市政府能够做出合理安排，确保顺利参加会议。

At this Special Meeting, the following matters will be discussed.

CLOSED SESSION

- a. Pursuant to Government Code Section 54957.6 to confer with labor negotiators.

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, Interim Administrative Services Director Henry Chen, and Interim Human Resources Director Anely Williams.

Employee Organizations: Arcadia Public Works Employees Association, Arcadia City Employees Association, Arcadia Police Civilian Employees Association, Arcadia Police Officers' Association, Arcadia Firefighters' Association, and unrepresented employees: Department Heads, Division Managers, Supervisors, and part-time employees.

OPEN SESSION TO THE PUBLIC

- a. Resolutions approving Memorandums of Understanding establishing compensation and related benefits for represented employee groups, and amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a budget appropriation for costs associated with the adoption of the Memorandums of Understanding.

Resolution No. 7594 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia City Employees' Association ("ACEA") for July 1, 2024, through June 30, 2027.
CEQA: Not a Project
Recommended Action: Adopt

City of Arcadia

Office of the City Clerk

240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 574-5455
www.ArcadiaCA.gov

Resolution No. 7597 approving a Memorandum of Understanding establishing compensation and related benefits for employees represented by the Arcadia Fire Fighters' Association ("AFFA") for July 1, 2024, through June 30, 2027.
CEQA: Not a Project
Recommended Action: Adopt

Resolution No. 7595 amending the Fiscal Year 2024-25 General Fund Operating Budget authorizing a budget appropriation in the amount of \$1,715,800 for costs associated with adoption of the Arcadia City Employees' Association and the Arcadia Fire Fighters' Association Memorandums of Understanding.
CEQA: Not a Project
Recommended Action: Adopt

There will be time reserved for those members of the public who wish to address the City Council regarding the above items.

In accordance with the Brown Act, public comments will be limited to addressing the items listed on this special meeting agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

No other business than the above will be considered at this meeting.

Dated: September 23, 2024



Mayor of the City of Arcadia



STAFF REPORT

Office of the City Manager

DATE: September 24, 2024

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
Jason Kruckeberg, Assistant City Manager/Development Services Director
Henry Chen, Interim Administrative Services Director
Anely Williams, Interim Human Resources Director

SUBJECT: RESOLUTIONS APPROVING MEMORANDUMS OF UNDERSTANDING ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR REPRESENTED EMPLOYEE GROUPS, AND AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET AUTHORIZING A BUDGET APPROPRIATION FOR COSTS ASSOCIATED WITH THE ADOPTION OF THE MEMORANDUMS OF UNDERSTANDING.

RESOLUTION NO. 7594 APPROVING A MEMORANDUM OF UNDERSTANDING ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR EMPLOYEES REPRESENTED BY THE ARCADIA CITY EMPLOYEES' ASSOCIATION ("ACEA") FOR JULY 1, 2024, THROUGH JUNE 30, 2027

CEQA: Not a Project
Recommendation: Adopt

RESOLUTION NO. 7597 APPROVING A MEMORANDUM OF UNDERSTANDING ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR EMPLOYEES REPRESENTED BY THE ARCADIA FIRE FIGHTERS' ASSOCIATION ("AFFA") FOR JULY 1, 2024, THROUGH JUNE 30, 2027

CEQA: Not a Project
Recommendation: Adopt

RESOLUTION NO. 7595 AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$1,715,800 FOR COSTS ASSOCIATED WITH ADOPTION OF THE ARCADIA CITY EMPLOYEES' ASSOCIATION AND THE ARCADIA FIRE FIGHTERS' ASSOCIATION MEMORANDUMS OF UNDERSTANDING

CEQA: Not a Project
Recommendation: Adopt

SUMMARY

This item was considered at the last City Council Meeting. A member of the majority for the vote has asked the City Council to reconsider this action. This agenda item allows for that.

Resolutions No. 7594 and 7597 establish terms of employment and compensation for City employees represented by the Arcadia City Employees' Association ("ACEA") and the Arcadia Fire Fighters' Association ("AFFA"). Pursuant to the Meyers-Milias-Brown Act, the City met and conferred in good faith concerning wages, benefits, and other terms and conditions of employment. The projected cumulative cost of these collective agreements is \$10,461,300 over a contract term of three years: Fiscal Years 2024-25 through 2026-27.

It is recommended that the City Council adopt Resolution Nos. 7594 and 7597, establishing compensation and related benefits for employees represented by the ACEA and AFFA for July 1, 2024, through June 30, 2027, and adopt Resolution No. 7595, authorizing a budget appropriation for associated costs in the amount of \$1,715,800 for Fiscal Year 2024-25.

BACKGROUND

At the September 17, 2024, Meeting, the respective MOUs for the ACEA and the AFFA were considered by the City Council. The City Council voted 3-2 to deny both MOUs and the corresponding Supplemental Appropriation. Following the September 17 Meeting, Council Member Wang, a member of the majority vote, indicated to the City Manager that she would like to request reconsideration of this item. As a result, a Special Meeting for the reconsideration of Resolutions Nos. 7594, 7597, and 7595 was scheduled for September 24, 2024.

The ACEA is a recognized employee organization with a total of 76 budgeted positions Citywide with various duties and responsibilities, including functional support of all City Departments: Library and Museum Services, Recreation and Community Services, Development Services, Public Works Services, Human Resources, Administrative Services, Police, Fire, and the City Managers' Office.

The AFFA is a recognized employee organization with a total of 48 budgeted Fire Fighters, Paramedics, Fire Engineers, and Fire Captains that play a vital role in providing emergency and safety services to all residents and businesses of Arcadia.

The previous ACEA and AFFA Memorandums of Understanding ("MOU") were in effect from July 1, 2021, through June 30, 2024. Negotiations with the groups began in April 2024 and February 2024, respectively. During the course of negotiations, the City's negotiating team and the groups' negotiating teams held a combined total of 15 meetings

in an attempt to reach a tentative agreement that would be beneficial to both the City and the bargaining group.

DISCUSSION

The City continuously analyzes and takes steps to meet current and future challenges, including shifting economic factors, retirement costs, and a rapidly changing labor market. A Total Compensation Study was conducted to help inform the City's position in overall compensation, relative to the marketplace. Although compensation pieces varied, the City's contribution toward health insurance was behind the market. Discussions during negotiations centered around the ability to provide competitive, fair-market salaries and how to most effectively address unprecedented recruitment and retention challenges while maintaining long-term fiscal stability.

Throughout negotiations, the parties met and conferred in good faith and ultimately reached a tentative agreement for the period of July 1, 2024, through June 30, 2027. Resolution Nos. 7594 and 7597 will aid in the City's efforts to recruit and retain well-qualified staff to continue to provide high quality services to the community. The most notable package modifications are discussed below.

Salary and Other Compensation

The proposed MOUs provide base salary increases in each year of the contract. These increases address several challenges and realities in the marketplace, including an effort to catch up from the COVID-19 pandemic's financial uncertainty, consideration for unusually high inflation, and a significant focus on efforts to recruit and retain well-qualified staff. In addition, the first year of the ACEA MOU provides a one-time bonus, which will be distributed as decided by the group's membership vote. The AFFA chose to re-allocate the one-time bonus to address other miscellaneous compensation pieces that are important to their membership. The bonus amounts are, in part, based on recognition of current staff that have worked hard to provide high levels of service while experiencing recruitment and retention challenges.

	ACEA	AFFA
Year 1	7% Bonus Total: \$79,000	7%
Year 2	6%	6%
Year 3	5%	5%

Health Insurance

ACEA’s previous MOU provided a flat contribution of \$1,072/month. The flat contribution meant that a single employee received the same amount as an employee with one dependent and two or more dependents, resulting in significant inequity due to higher premiums with each additional dependent. The proposed MOU moves the City’s contribution to a tiered model, which will allow for a larger increase of up to \$1,800 at the Family level. The new values reflect the City’s commitment to relative parity across groups. However, since current employees made enrollment decisions based on the previous amounts, the proposed MOU freezes the previous amount for current employees with Employee Only enrollments, while new hires will access a lower amount that is more consistent with medical plans’ tiering model.

At the Family level, the proposed contributions for ACEA reflect an increase of \$728/month. It is important to note that AFFA was already on a tiered model with higher overall contributions than groups with a flat contribution. Therefore, the proposed AFFA MOU reflects a monthly increase of \$540/month at the Family level.

	ACEA	AFFA
Employee Only	\$1,072 (\$866 for new employees)	\$775
Employee +1	\$1,400	\$1,550
Family	\$1,800	\$2,000

Leave Banks

As part of ongoing efforts to reduce long-term liabilities, the City engaged both groups in a discussion to limit cashable and retirement benefits. The parties agreed to address cashable vacation leaves and sick leave conversion to service credit.

First, upon separation from employment, the City must pay out any unused vacation balances. The proposed MOUs include a reduction of approximately 40% to the maximum accumulated vacation leave that can be carried throughout employment. In effect, this change will reduce the amount of cash payouts that the City must process upon separation from employment.

In addition, the City currently contracts with the California Public Employees’ Retirement System (“CalPERS”) to convert employees’ unused sick leave balances into service credit upon retirement with the City. The proposed MOUs would cap the unused sick leave hours that can be reported to CalPERS for new employees at 1,000 hours. For existing employees in ACEA and AFFA, there is no change to the amount of unused sick leave that the City may report to CalPERS upon retirement. The proposed change would reduce

the City's liabilities by limiting the service credit that is added on top of a retiree's actual service time for a lifetime benefit.

MOU Clean-Up

The proposed MOU contains revisions to comply with laws that have been implemented since the start of the prior contract term, as well as minor revisions and clean-up language.

Miscellaneous

Finally, as part of negotiations, ACEA and AFFA each had asks that were specific to their bargaining groups. These items included longevity pay, holidays, Paramedic pay, and specialty assignment pay.

The City and both associations have agreed to the provisions contained in their respective MOUs, pending City Council approval. The proposed MOUs help align the City's direction with its business and service goals, while focusing on recruiting and retaining a highly skilled workforce. A redline version of these MOUs is attached to this report.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

The proposed ACEA and AFFA MOUs are projected to have a cumulative total cost of \$10,461,300 over the three-year duration of the agreements, including all associated costs that are tied to salary and benefit increases. The three-year cost breakdown by Association is as follows:

ASSOCIATION	TOTAL COST OF AGREEMENT
ACEA	\$3,660,800
AFFA	\$6,800,500
TOTAL	\$10,461,300

The total cost shown is for all funds in the City, of which 95% will be attributable to the General Fund. Beyond the General Fund, the remaining portion of the costs will be allocated to various Special Revenue and Enterprise Funds based on employee salary allocations for their respective positions under those funds.

Only a portion of the associated costs for the successor Memorandums were projected into the Fiscal Year 2024-25 Budget during its adoption, since the actual costs were not known at the time. With these agreements and the additional budget appropriation of \$1,715,800, the adopted Fiscal Year 2024-25 General Fund Operating Budget is now projected to end the year with a deficit of \$1,131,000 if all other factors remain unchanged.

	YEAR 1 COSTS	ORIGINAL BUDGET	ADDITIONAL APPROPRIATIONS	TOTAL PACKAGE COSTS
APOA	\$ 1,593,600	\$ 537,200	\$ 1,056,400	\$ 7,214,200
AFFA	1,450,600	298,100	1,152,500	6,800,500
ACEA	729,600	166,300	563,300	3,660,800
APWEA	494,200	118,100	376,100	2,337,000
APCEA	190,600	48,100	142,500	1,044,100
Total	\$ 4,458,600	\$ 1,167,800	\$ 3,290,800	\$ 21,056,600

City staff will bring an item to the City Council along with the Mid-Year Budget review to ascertain specifically how the City Council wishes to address this expected deficit. The City is in a position to handle some or all of the projected deficit through standard prudent budget practices. For instance, since the Budget was adopted, some savings have been realized from unfilled positions from the New Programs included in the Budget, resulting in a savings of at least \$185,400. On the revenue side, property tax growth has been larger than expected, which will result in approximately \$190,000 of additional revenues and investment income rates are now projected to be about \$340,000 higher than anticipated when the Budget was prepared. These factors alone will reduce the expected deficit by \$715,400. There are also several discretionary operational budget outlays that can be modified or postponed if unexpected events occur to balance the Budget over the remaining Fiscal Year. In addition, the General Fund currently has \$27.5 million of unallocated Fund Balance Reserves that could enable the City to endure budgetary difficulties, notwithstanding the \$13.7 million in the Other Post Employment Benefits (OPEB) Trust Fund, and the \$2.3 million in the Pension Stabilization Trust Fund that can also be utilized, if necessary.

	FUND BALANCE RESERVES
GENERAL FUND OPERATING	\$ 27,525,000
EMERGENCY RESERVE	14,450,000
CAPITAL IMPROVEMENT	5,570,000
EQUIPMENT REPLACEMENT	17,820,000
SELF INSURANCE	5,460,000
TOTAL	\$ 70,825,000

The costs for FY 2025-26 and 2026-27 will be incorporated into subsequent budgets and adjustments will be made to ensure that a balanced budget is proposed in each of those years. That being said, another option available to the City Council is to set up a specific sinking fund to prefund the additional costs of these agreements and/or to utilize the City's Pension Reserve and OPEB Reserve Funds if necessary.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7594 and 7597, approving Memorandums of Understanding establishing compensation and related benefits for employees represented by the Arcadia City Employees' Association ("ACEA") and the Arcadia Fire Fighters' Association ("AFFA") for July 1, 2024, through June 30, 2027; and Resolution No. 7595 amending the Fiscal Year 2024-25 General Fund Operating Budget, authorizing a budget appropriation in the amount of \$1,715,800 for associated costs.

- Attachment No. 1: Resolution No. 7594 - New ACEA Memorandum of Understanding and Salary Schedules
Memorandum of Understanding (red-line version)
- Attachment No. 2: Resolution No. 7597 - New AFFA Memorandum of Understanding and Salary Schedules
Memorandum of Understanding (red-line version)
- Attachment No. 3: Resolution No. 7595 - Amending FY 2024-25 General Fund Operating Budget

RESOLUTION NO. 7594

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 CITY EMPLOYEES' ASSOCIATION ("ACEA") 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 City 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 ACEA shall be those set forth in the MOU.

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

[SIGNATURES ON THE NEXT PAGE]


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

Mayor of the City of Arcadia

ATTEST:

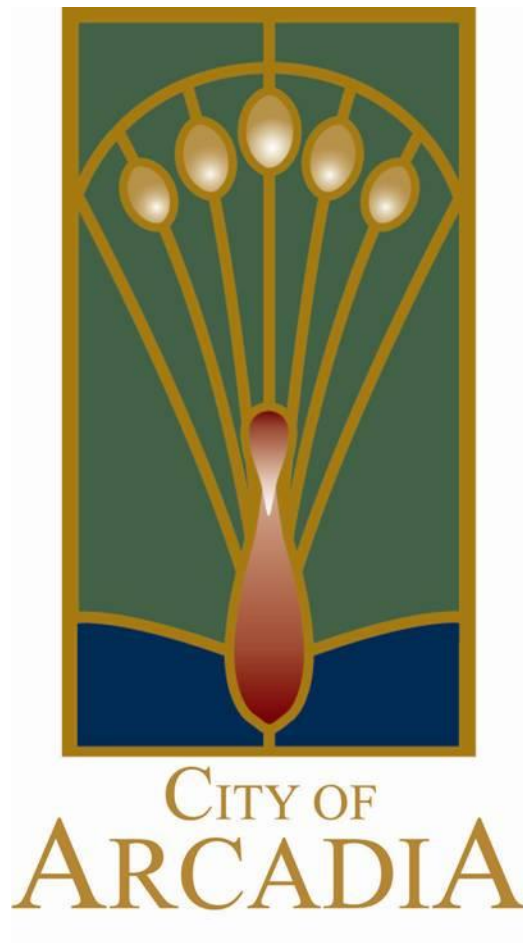
City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

**CITY OF ARCADIA
AND
ARCADIA CITY EMPLOYEES' ASSOCIATION
(CONFIDENTIAL/SUPERVISORY/PROFESSIONAL UNIT
AND GENERAL EMPLOYEE UNIT)**



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

Table of Contents

Page

PREAMBLE 1

ARTICLE I..... 1

 Section A. PARTIES AND RECOGNITION 1

 Section B. APPROPRIATE UNIT 1

 Section C. MUTUAL RECOMMENDATION AND IMPLEMENTATION 2

 Section D. AUTHORIZED AGENTS 2

 Section E. NOTICE 3

ARTICLE II..... 3

 Section A. TERM 3

 Section B. SAVINGS CLAUSE..... 3

 Section C. NO STRIKE CLAUSE 3

ARTICLE III ASSOCIATION RIGHTS 4

 Section A. LEGISLATIVE AUTHORITY 4

 Section B. RIGHT TO JOIN..... 5

 Section C. USE OF BULLETIN BOARDS..... 5

 Section D. ACCESS TO FACILITIES 5

 Section E. ASSOCIATION STEWARDS 6

 Section F. REASONABLE NOTICE 7

ARTICLE IV MANAGEMENT RIGHTS 7

ARTICLE V COMPENSATION..... 8

 Section A. SALARY SCHEDULES 8

 Section B. PROMOTION OR ADVANCEMENT 8

 Section C. PERCENTAGES BETWEEN STEPS..... 8

 Section D. ADVANCEMENT THROUGH STEPS 9

ARTICLE VI RETIREMENT 9

 Section A. EMPLOYEES HIRED BEFORE JULY 1, 2011 9

 Section B. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011,
 OTHER THAN NEW CALPERS MEMBERS 11

 Section C. NEW CALPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013..... 12

 Section D. DEFERRED COMPENSATION (457 PLAN) 13

ARTICLE VII HOURS..... 13

Section A. OVERTIME	13
Section B. REST PERIODS	14
Section C. WORK SCHEDULES	14
ARTICLE VIII LONGEVITY PAY	15
Section A. LONGEVITY PAY	15
ARTICLE IX TUITION ADVANCEMENT/REIMBURSEMENT	15
ARTICLE X MILEAGE REIMBURSEMENT	16
ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE	17
Section A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE SEPTEMBER 24, 2024	17
Section B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 24, 2024	18
Section C. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS .	19
Section D. PERMANENT (BENEFITED) PART-TIME EMPLOYEES	20
Section E. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS FOR PERMANENT (BENEFITED) PART-TIME EMPLOYEES	21
ARTICLE XII RETIREE MEDICAL	22
Section A. RETIREE HEALTH INSURANCE FOR EMPLOYEES HIRED BEFORE JULY 1, 2011	22
Section B. RETIREE HEALTH INSURANCE FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2011	24
ARTICLE XIII DISABILITY INCOME INSURANCE	24
ARTICLE XIV MEDICAL EXAMINATIONS	25
Section A.	25
Section B.	25
ARTICLE XV UNIFORMS	25
Section A.	25
Section B.	25
Section C.	25
ARTICLE XVI LEAVES OF ABSENCE	26
Section A. NON-MEDICAL LEAVES WITHOUT PAY	26
Section B. FAMILY CARE AND MEDICAL LEAVES	27
Section C. TEMPORARY MILITARY LEAVE (Paid and Unpaid)	27
Section D. VACATION LEAVE	27

Section E. SICK LEAVE	29
Section F. BEREAVEMENT LEAVE	31
Section G. HOLIDAYS.....	32
Section H. JURY LEAVE.....	34
Section I. COURT WITNESS LEAVE	34
Section J. INDUSTRIAL ACCIDENT LEAVE	34
ARTICLE XVII PROBATIONARY PERIOD.....	35
Section A.	35
Section B.	35
Section C.	35
Section D.	36
Section E.	36
ARTICLE XVIII SPECIAL PAY	36
Section A. ACTING PAY	36
Section B. CALL-BACK PAY	36
Section C. BILINGUAL PAY	36
ARTICLE XIX LAYOFFS	37
Section A. LAYOFF PROCEDURE	37
Section B. RE-EMPLOYMENT LIST	38
Section C. DEFINITIONS	38
ARTICLE XX PERSONNEL FILES.....	39
Section A.	39
Section B.	39
Section C.	39
ARTICLE XXI EMPLOYEE GRIEVANCES.....	39
Section A. DEFINITIONS	39
Section B. TIMELINESS	40
Section C. EMPLOYEE REPRESENTATION.....	41
Section D. INFORMAL GRIEVANCE PROCEDURE	41
Section E. FORMAL GRIEVANCE PROCEDURE	41
Section F. APPEAL TO HUMAN RESOURCES COMMISSION	42
ARTICLE XXII DISCIPLINARY ACTIONS	47
Section A. SUSPENSION, SALARY REDUCTION, DEMOTION AND DISMISSAL	47

Section B. NOTIFICATION AND APPEAL PROCEDURE	47
Section C. SALARY REDUCTION.....	48
Section D. UNAUTHORIZED ABSENCE.....	48
ARTICLE XXIII DISCIPLINARY ACTIONS – FULL-TIME AND PART-TIME BENEFITED UNCLASSIFIED EMPLOYEES	48
ARTICLE XXIV FULL UNDERSTANDING	49
Section A.	49
Section B.	49
2024 – 2027 NEGOTIATION TEAMS	50

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 City 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 classifications covered by this agreement are:

Confidential/Supervisory/Professional Unit

<i>Accounting Specialist</i>	<i>Librarian I & II</i>
<i>Administrative Assistant</i> <i>(1 assigned to Human Resources)</i>	<i>Principal Librarian</i>
<i>Assistant City Clerk</i>	<i>Public Works Customer</i>
<i>Assistant Engineer</i>	<i>Service/Administrative Supervisor</i>
<i>Assistant Planner</i>	<i>Revenue Collection Specialist</i>
<i>Associate Civil Engineer</i>	<i>Senior Civil Engineer</i>
<i>Associate Planner</i>	<i>Senior Building Inspector</i>
<i>City Clerk Technician</i>	<i>Senior Library Technician</i>
<i>Code Services Supervisor</i>	<i>Senior Planner</i>
<i>Deputy City Clerk</i>	

General Employee Unit

<i>Accounting Technician I & II</i>	<i>Office Assistant</i>
<i>Administrative Assistant</i>	<i>Office Coordinator</i>
<i>Building Inspector</i>	<i>Plans Examiner</i>
<i>Building Technician I & II</i>	<i>Public Works Inspector</i>
<i>Business License Officer</i>	<i>Recreation Coordinator</i>
<i>Circulation Services Supervisor</i>	<i>Senior Building Technician</i>
<i>Code Services Officer</i>	<i>Senior Engineering Assistant</i>
<i>Engineering Assistant</i>	<i>Senior Accounting Technician</i>
<i>Fire Administrative Specialist</i>	<i>Senior Administrative Assistant</i>
<i>Fire Prevention Specialist</i>	<i>Senior Citizens Program Specialist</i>
<i>Historical Museum Curator</i>	<i>Senior Citizens Project Specialist</i>
<i>Information Systems Specialist</i>	<i>Senior Code Services Officer</i>
<i>Library Assistant</i>	<i>Senior Fire Prevention Specialist</i>
<i>Library Technician I & II</i>	<i>Senior Public Works Inspector</i>
<i>Museum Education Coordinator</i>	<i>Utility Billing Specialist</i>

Section C. MUTUAL RECOMMENDATION AND IMPLEMENTATION

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

Section D. AUTHORIZED AGENTS

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

The Confidential/Supervisory/Professional and General Employee's authorized representative is the President of the Arcadia City Employees Association, 240 W. Huntington Drive, Arcadia, California, 91007. The duly authorized staff representative is Jeffrey Natke General Manager of City Employees' Associates, 4401 Atlantic Ave, Suite 200, Long Beach, CA 90807.

Section E. NOTICE

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.

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 of the City Council effective July 1, 2024 and ending June 30, 2027.

Section B. SAVINGS CLAUSE

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, the remaining Sections of this Agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association, upon request, regarding the impact or implementation of the court order or decree or legislation.

Section C. NO STRIKE CLAUSE

1. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to strike, stop work, slow-down, or picket obstructively, and the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service. For purposes of this article, any employee deemed to have automatically resigned shall be eligible to utilize the Grievance Procedure as provided in this Agreement.

3. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Association. No such actions shall be taken by the City in the event that the Association acts in good faith in accordance with paragraph 2 above.
4. The expiration or violation of this Agreement shall not prejudice the City's right to assert to the illegality of any such activities mentioned above if engaged in by the Association or employees. Upon the expiration of this Agreement, this language shall not prevent the Association from engaging in such activities mentioned above, to the extent such activity is otherwise legal for public employees to participate in.

ARTICLE III ASSOCIATION RIGHTS

Section A. LEGISLATIVE AUTHORITY

In accordance with AB 119, the City shall notify the Association representatives 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. The City shall also provide the Association representatives with reports, as specified by AB 119, of all employees in the bargaining unit no less than quarterly.

In accordance with SB 866, Association representatives 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 ACEA. The City shall deduct dues on a regular payroll basis for employees represented by the ACEA following receipt of written notice from ACEA that written authorization has been provided to the Association by the employee. The City shall remit such funds to the Association within 30 days of the deduction.

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

1. Indemnification. In accordance with SB 866, the Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining the terms of this article.

Section B. RIGHT TO JOIN

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

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

Section C. USE OF BULLETIN BOARDS

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

Locking bulletin boards will be made available in the Library, City Hall, Fire Station #1, Police Department and Recreation Center, and regular bulletin boards will be made available in Fire Station #2, and Public Works Services at a location approved by the Department Director, or City Manager.

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 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 designee, to state the purpose of their 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 Agent is denied because it would interfere with the operations of the department, the Human Resources Director or designee shall set an alternative time and/or location for such visit within 72 hours.

The Association may schedule after work hours meetings in the City Conference rooms or the City Council Chambers at such times these facilities are not in use by submitting a written request to the appropriate City administrator which shall include the date, time, number of people expected, general reason for the meeting, and an acknowledgment that no food or beverages will be consumed in City facilities. Approval will be granted in the same manner as it is granted to other organizations.

Section E. ASSOCIATION STEWARDS

1. The ACEA will have a total of 7 Association Stewards who are authorized to represent the employees and shall be selected in such manner as the Association may determine. The Association shall notify the Human Resources Director in writing of the names of the 7 Association Stewards.
2. The 7 Stewards who are authorized to represent employees shall be permitted one day off without pay each calendar year to attend a training session. Advance written notice of no less than 14 calendar days shall be given to each Association Steward's supervisor.

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 Agent is not available to be present
- b. Representation at a grievance hearing

- c. Special meeting with the Human Resources Director, or their designee, and Association Agent to resolve problems within the scope of bargaining; and/or
- d. A 30 minute orientation period with new hires at the beginning of a new employee orientation conducted by the Human Resources Department.

In addition, Association Stewards shall be provided a maximum of 2 hours per month of 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 Stewards activities outside of normal working hours is not compensable.

Section F. REASONABLE NOTICE

The City will provide 15 business days' notice prior to final implementation of changes to wages, hours of work, or other terms and conditions of employment within the scope of negotiations. Upon written notice from the Association outlining the area(s) of concern, together with the Association's proposal, the City will meet and confer on those matters that are within the scope of negotiations.

ARTICLE IV MANAGEMENT RIGHTS

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees

in positions within the City, subject to the Personnel Rules and Regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or other good reason; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out, including the right to subcontract unit work.

ARTICLE V COMPENSATION

Section A. SALARY SCHEDULES

1. The City agrees to increase ACEA base salaries of classifications covered by this MOU as follows:
 - Effective the beginning of the pay period containing July 1, 2024: 7%
 - Effective the beginning of the pay period containing July 1, 2025: 6%
 - Effective the beginning of the pay period containing July 1, 2026: 5%

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

2. In addition, ACEA will be given a one-time non-PERSable bonus of \$79,000 to be distributed to ACEA employees. Actual distribution amounts for each employee shall be determined by the ACEA. 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

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

Section C. PERCENTAGES BETWEEN STEPS

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

Section D. ADVANCEMENT THROUGH STEPS

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

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

A salary step advancement at 6 months will be determined upon satisfactory performance evaluation during this test period and shall not imply automatic passing of probation at the end of an applicable 12-month probationary period. Salary step advancements are not assured. Any step advancement may be withheld or delayed by the appointing authority if an employee's performance does not merit such advancement.

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

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

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

ARTICLE VI 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 \$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 for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.
11. In addition to the foregoing cost sharing payments, employees shall continue to pay 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.
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 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. 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 the 7% member contribution to CalPERS via payroll deduction
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of

the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

Section C. 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. A 3 year average final compensation period (Government Code §20037)
3. Post Retirement Survivor Continuance
4. Credit for Unused sick leave (Government Code §20965)
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period
6. 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 member contribution to CalPERS on a pre-tax basis via payroll deduction
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to

take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

Section D. 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 HOURS

Section A. OVERTIME

With the approval of the City Manager, and when necessary to perform essential work, a Department Director may require an employee(s) to work at any time other than during regular working hours until such work is completed. Employees 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 employee's regular hourly rate, except when temporary adjustments ("flexing hours") are made within the designated FLSA period by mutual agreement between the employee and their Department.

For purposes of FLSA overtime calculation, paid sick leave and all other paid leave time shall be regarded as "hours worked". No overtime credit shall be allowed for any period less than one-quarter hour. Overtime shall be rounded to the nearest one-quarter hour.

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

The Department Director or City Manager may permit an employee to 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. Each employee may cash out up to 20 hours of their available compensatory time hours one time during each fiscal year.

An employee, who has accrued compensatory time and requested use of accrued compensatory time, shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operation of the City.

Section B. REST PERIODS

Represented employees shall receive for each 8 or 9 hour shift worked, at the discretion of the respective department, two 15 minute rest periods, one each approximately at the mid-point of each one-half shift. Office personnel shall not leave City property during break periods, and field personnel shall take breaks at the work site. Employees in transit between work sites may take their rest period at a location between the normal route of work locations. Rest periods are for the good of the employee, but periods cannot be used to make up for other lost time. Rest periods are not cumulative and may not be taken concurrently with lunch periods.

Section C. WORK SCHEDULES

The City may establish and change work schedules, work times and work hours, and assign employees thereto, in its sole discretion; provided, however, if the City decides to eliminate a current alternate work schedule (5/40, 9/80, 4/10), the City agrees it will meet and confer with the Association prior to eliminating the alternate work schedule. If, after meeting and conferring with the Association, the City decides to proceed with its decision to eliminate an alternate work schedule, affected employees shall receive a minimum of 2 weeks' notice of the change.

Except for emergencies and temporary changes in work schedules, work times and work hours, which shall be defined for six months or less, affected employees shall be given a minimum of 2 weeks' notice of change in work hours, work times and work schedules. In the case of an emergency or temporary change in work schedules, work times or work hours, reasonable notice shall be given to affected employees.

ARTICLE VIII LONGEVITY PAY

Section A. LONGEVITY PAY

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

Completed Years of Continuous Service	Amount Per Pay Period
5 - 9 Yrs	\$50
10 - 14 Yrs	\$76
15 - 19 Yrs	\$100
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. The foregoing amounts shall be subject to applicable payroll deductions.

Permanent (Benefited) Part Time Employees covered under this Agreement receive half of the benefit amount listed in Section B.

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 City Manager or their designee may grant approval for tuition advancement or reimbursement if they determine that a second degree in any education level is both beneficial and job-related.

The Tuition Advancement/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum advancement or reimbursement amount shall be **\$4,126** for undergraduate courses and

\$5,062 for graduate courses. Eligible fees include tuition, on campus parking fees and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable. Permanent **(Benefited) part-time employees shall receive one-half of the benefit.**

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

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

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

ARTICLE X MILEAGE REIMBURSEMENT

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

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

ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE

Section A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE SEPTEMBER 24, 2024

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.

For employees hired before September 24, 2024, the City shall provide a maximum contribution inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts, effective July 1, 2024:

Employee Only: \$1,072/month

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

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

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

3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000 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. The vision plan will be Vision Service Plan, Option B.
5. Optional Benefits – Full-Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to a Internal Revenue Code §125 Cafeteria Plan

Section B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 24, 2024

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.

For employees hired on or after September 24, 2024, the City shall provide a maximum contribution, which is inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts, effective October 1, 2024:

Employee Only: \$866/month
 Employee +1 Eligible Dependent: \$1,400/month
 Employee +2 or More Eligible Dependents (Family): \$1,800/month

- a. If the City’s contribution exceeds the cost of the employee’s elected coverage (e.g. Employee Only, Employee +1, Family), no amount shall be given in cash as taxable income.
- b. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.

2. Dental Insurance – Mandatory Enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month (“Dental Contribution”) toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000 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. The vision plan will be Vision Service Plan, Option B.
5. Optional Benefits – Full-Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to a 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 \$1,072/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 reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu limit based on their elected reduced amount, and will forfeit their previous cash-in-lieu limit.

- c. Employees hired before July 1, 2021, who did not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible to receive cash.

- 2. **Cash In Lieu of City Coverage for Employees Hired Before July 1, 2021.** Employees are required to carry one of the City's designated medical plans unless they opt out. Employees hired before July 1, 2021 may receive cash-in-lieu for opting out of the City's designated medical plans, up to a maximum of \$1,072/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.-c., to be taken as taxable income.
- 3. Employees hired after July 1, 2021, shall not be eligible to receive cash in lieu of benefits nor for excess contributions above their enrollment elections.

Section D. PERMANENT (BENEFITED) PART-TIME EMPLOYEES

The City shall provide permanent (benefited) part-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, the City shall provide a maximum contribution inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts:

Employee Only: \$536/month
Employee +1 Eligible Dependent: \$700/month

Employee +2 or More Eligible Dependents (Family): \$900/month

- a. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
 - b. The employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.
 - c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or adoption certificates.
2. Dental Insurance – mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month (“**Dental Contribution**”) toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
 3. Life Insurance: Effective as soon as practical with the insurance carrier, the City shall provide a \$75,000.00 life & AD&D benefit for eligible employees.
 4. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan. This vision plan will be Vision Service Plan, option B.
 5. Optional Benefits – Part Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan.

Section E. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS FOR PERMANENT (BENEFITED) PART-TIME EMPLOYEES

1. **Excess Contributions for Employees Hired Before July 1, 2021.** If the City's contribution, up to a maximum of \$536/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 who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu cap based on their elected reduced amount, and will forfeit their previous cash-in-lieu cap.
- c. Employees hired before July 1, 2021, who do 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-in-lieu.

- 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. An employee 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 \$536/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 the employee provides 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 E.1. above, and subject to the limitations enumerated in Section E.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 HEALTH INSURANCE FOR EMPLOYEES HIRED BEFORE JULY 1, 2011

1. Program Description

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

2. Premium Payment

The total Premium Payment shall be payable in the following form: (1) PEMHCA (PEMCHA) 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, the Tier II Retiree will be responsible for payment of any premium in excess of the capped amount.

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

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

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

3. Eligibility Requirements

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

- a. An “eligible retiree” is an employee who retires 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 a an absence or absences caused by a catastrophic, life threatening illness or injury suffered by the employee or a family dependent living in the employee's household, the limitation of 350 hours will be excused
- b. The retiree, and if applicable, the retiree's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City's Premium Payment.

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

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

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

ARTICLE XIII DISABILITY INCOME INSURANCE

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

ARTICLE 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

Section A. Upon hire, the City shall provide the following employees with 5 shirts:

- Public Works Inspector*
- Senior Public Works Inspector*
- Code Services Officer*
- Senior Code Services Officer*
- Code Services Supervisor*
- Building Inspector*
- Senior Building Inspector*

Upon hire, the City shall provide the following employees with 4 sets of uniforms consisting of a long sleeve shirt, short sleeve shirt, pants/skirt, cross-tie/tie, and 1 sweater or 1 medium weight uniform jacket.

- Fire Prevention Specialist*
- Senior Fire Prevention Specialist*
- Fire Administration Specialist*
- Administrative Assistant (assigned to Fire)*

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

All employees represented by this MOU shall receive 1 Polo shirt yearly.

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

Section C. The City shall provide a safety shoe allowance up to a maximum of **\$250** per fiscal year for each employee in the following classifications: Engineering Assistant, Senior Engineering Assistant, Assistant Engineer, Associate Civil Engineer, Senior Civil Engineer, Building Inspector, Senior Building Inspector, Code Services Officer, Senior Code Services Officer, Code Services Supervisor, Fire Prevention Specialist, Senior Fire

Prevention Specialist, Public Works Inspector, and Senior Public Works Inspector.

For the term of this agreement only (July 1, 2024, through June 30, 2027), if the City and the Arcadia Public Works Employees' Association (APWEA) agree to a higher maximum safety shoe allowance, the City shall increase ACEA's safety shoe allowance by the same amount.

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

Section D. The City shall continue to report \$168.00 per year to CalPERS as special compensation for uniform allowance to the extent permitted by law. "New Members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

ARTICLE XVI LEAVES OF ABSENCE

Section A. NON-MEDICAL LEAVES WITHOUT PAY

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

1. Length – leave of absence without pay may be granted for a period not to exceed one year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veterans' code.
2. Reason – a leave of absence may be granted an employee, provided the employee meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of their service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return – the granting of a leave of absence without pay confers upon the employee the right to return to their classification before or at the expiration of the leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to their classification with the City.

4. Service Record – no request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.
5. An employee granted a leave of absence may be required by the appointing power or the City Manager to successfully pass a medical examination prior to being allowed to return to work.
6. The granting of a leave of absence of 30 days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than 30 days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.
7. The City shall continue to provide health, dental, life, and disability insurance for an employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the employee who wishes to continue any insurance coverage beyond the 30 calendar days, to notify the Human Resources Department of their intent to continue coverage and to remit the full monthly premium for any coverage to the Administrative Services Department.

Section B. FAMILY CARE AND MEDICAL LEAVES

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

Section C. TEMPORARY MILITARY LEAVE (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.

Section D. VACATION LEAVE

1. Accumulated vacation leave shall be granted at the discretion of the appointing power.
2. Effective the beginning of the pay period following Council adoption of this MOU, vacation may not be accumulated beyond the amount accumulable for a 39 pay period basis (1.5 years' worth of vacation). Upon initial implementation of the new, reduced, accumulation cap, the City will cash out to ACEA employees any vacation leave exceeding the new cap, plus an additional 40 hours as selected by individual ACEA employees. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employee's accrual has been reduced below this maximum amount.

When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or practice for that employee, the City Manager for good cause may approve excess accumulated vacation, provided the employee reduces this total below the allowable maximum within 6 months.

3. An employee who has previously requested and was granted approval of vacation leave for use during the last 3 months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next 3 months of the new calendar year, if rescheduling of the vacation leave is not possible.
4. Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his rate of compensation applicable at the time he leaves the City employ. If an employee works 50% of the 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. Full-time employees represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Hours Per 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

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

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Hours Per Year Accrued</u>	<u>Max Accrual</u>
0-4	1.54	40	60
5-9	2.31	60	90
10-14	2.62	68	102
15+	3.07	80	120

6. Employees may elect to sell back vacation during a calendar, 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 accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual is 96 hours.

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

2. 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;
- 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); and/or,
 - d. An employee may designate one additional person per 12-month period at the time the employee requests sick leave.

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

- 3. Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section J of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.
- 4. 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.
- 5. 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.
- 6. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- 7. 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 upon the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.
- 8. Part-time employees who work more than 40 hours in a pay period shall receive sick leave under the same conditions as full-time employees at

one-half the level of full-time employees (1.847 hours) for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater.

Due to system constraints, part-time employees who work 60 or more hours in a pay period shall continue to receive sick leave under the same conditions on the basis of 1.847 hours for each pay period of service. Semi-annually, hours will be reviewed to determine whether additional accrual of hours need to be adjusted to comply with 1 hour for every 30 hours worked. The maximum accrual per year is 80 hours or 10 days.

9. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual Based on the following:

Full-time:

0 to 29 hours: no accrual

30-39 hours: 1 hour

40 hours and above: 3.693 hours

Part-time:

0 to 29 hours: No accrual

30-39 hours: 1 hour

40 hours and above: 1.847 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 1,500 hours into retirement service credits.

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

Section F. BEREAVEMENT LEAVE

Death In Family. 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/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 4 days; provided, however, if the employee is required to travel more than 300 miles from their residence, the employee may take an additional 2 days. 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 take 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. Employees may use a combination of leave balances and paid bereavement leave specified in the paragraph above.

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
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.

2. Whenever:

New Year's Day - January 1
Independence Day - July 4
Veteran's Day - November 11

Christmas Eve - December 24
Christmas Day - December 25, or
New Year's Eve - December 31

falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be a holiday.

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

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

4. An employee required to work or attends 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 (Fair Labor Standards Act) applicable overtime rules. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence with pay shall be added to the number of working days' leave of absence to which such employee is entitled.
5. 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 a designated holiday. For example, if a holiday falls on a day an employee

is scheduled to work 10 hours, the employee shall receive 10 hours of holiday pay.

6. For full-time employees assigned to an alternate work week, if a holiday falls on a Friday that City Hall is closed under the 9/80 plan, each employee shall receive an 8 hour holiday bank. Holiday bank 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.

Salary for the holiday shall be paid during the pay period in which the holiday occurs.

7. Represented part-time employees who work more than 40 hours in a pay period shall receive Holiday pay for the actual number of regularly scheduled working hours for a designated holiday.

Section H. JURY LEAVE

When an employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay. The City will compensate jury service up to 80 hours per year. All hours in excess of 80 shall not be compensated. 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. COURT WITNESS LEAVE

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

Section J. INDUSTRIAL ACCIDENT LEAVE

1. Industrial accident leave shall be granted only to employees with 3 or more full years of continuous service with the City.
2. Industrial accident leave shall be allowed for a maximum of 10 months from and after the date of injury. Industrial accident leave shall be equivalent to the employee's regular base salary and any temporary disability compensation payment required by law shall be deducted from the industrial accident leave payment. Lost time due to an injury on duty

shall not be charged against an employee's accumulated sick leave after all industrial accident leave is expended.

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

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 12 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 6 months before attaining permanent status.

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

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

ARTICLE XVIII SPECIAL PAY

Section A. ACTING PAY

Any employee in the unit who is required, in writing, to work 4 consecutive working days or longer in a higher classification which is vacant due to sick leave, injury leave, vacation, termination or move up due to acting pay shall receive the following acting pay retroactive to the first day of the assignment:

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

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

Section B. CALL-BACK PAY

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

Section C. BILINGUAL PAY

The total number of positions authorized for bilingual pay at any time is at the sole discretion of the Department Director. The Department Director shall be responsible for determining appointments based on the following criteria:

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

An employee who believes their position/job assignment has a need for their bilingual capabilities and/or has frequently utilized their bilingual skills in the past shall notify their direct supervisor in writing. The Department Director will notify the City Manager and Human Resources if they determine that the bilingual skills are needed. Once certified, the employee shall receive a bilingual pay stipend of **\$40.00** per pay period. Once an employee is certified for bilingual pay, an employee shall be willing to assist other departments if bilingual assistance is needed during their work hours. The City and the Association agree that once an employee receives bilingual certification and the bilingual pay stipend, the employee will not have the stipend rescinded during the course of employment within the position for which the employee tested. If such time the employee promotes or is otherwise reassigned to another position and such need for bilingual skills is not needed, the Department Director will notify the employee and Human Resources in writing of the determination of removal of bilingual skills.

Any employee who is not certified as bilingual by the City shall not be required to use a language other than English. However, when a member of the public, who does not speak English, asks an employee for assistance in a language other than English that the employee understands, the employee shall make a reasonable effort to communicate with the member of the public in a polite and professional manner.

ARTICLE XIX LAYOFFS

Section A. LAYOFF PROCEDURE

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

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

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

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

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

An employee who transfers across departmental lines shall serve a 6 month probationary period. If the employee fails the probationary period the employee shall then be placed on the re-employment list, and the employee who was laid off shall be reinstated.

Section B. RE-EMPLOYMENT LIST

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

Section C. DEFINITIONS

1. Permanent Employee – Full-time and benefited part-time worker of the City of Arcadia who has successfully completed the applicable probationary period.

2. Layoff – Permanent separation from employment with the City as a result of a work reduction.

3. Performance – The rating received by the employee from the City of Arcadia's evaluation process. For the purposes of layoffs, seniority will only be disregarded if an employee's overall performance evaluation rating in any one of the last 3 years is below proficient. In such case, the layoff shall be based upon performance.

4. Work Reduction – A decrease in the level of service or amount of product output by the City.

ARTICLE XX PERSONNEL FILES

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

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

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

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

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

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

Section C. WRITTEN REPRIMAND REVIEW

The City agrees to a non-binding review of written reprimands for unit employees by the Human Resources Director or designee.

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

Section B. TIMELINESS

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

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

Section C. EMPLOYEE REPRESENTATION

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

Section D. INFORMAL GRIEVANCE PROCEDURE

Within 15 working days following the event, or within 15 working days after the employee should reasonably have known of the event, the employee should attempt to resolve the grievance on an informal basis by discussion with their 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 their immediate supervisor, within 10 working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next level supervisor on the official City grievance form setting forth the following information:

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

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

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

2. Department Director Review

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

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

3. Human Resources Director

If the employee is not in agreement with the decision reached by the Department Director, within 10 working days after receiving the Department Director'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 their evidence.
- e. The respondent may then offer its evidence.
- f. The grievant followed by the respondent may offer rebutting evidence.
- g. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

11. Procedure for the Parties

The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representatives shall continue with the presentation of their case.

12. Right to Control Proceedings

While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting

redundant or irrelevant testimony, or by the direct questioning of witnesses.

13. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Commission.

14. Deliberation Upon the Case

The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed 10 working days.

15. Recommended Decision

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

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

16. Recommendation to the City Manager

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

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

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

17. Final Action by City Manager

Within 10 working days of the filing of exceptions, or within 10 days of receipt of the transcript, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested.

The decision of the City Manager shall be final. The decision shall be transmitted to the employee and to the Department Director.

ARTICLE XXII DISCIPLINARY ACTIONS

Section A. SUSPENSION, SALARY REDUCTION, DEMOTION AND DISMISSAL

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

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

Probationary employees are subject to demotion or dismissal without cause or right to a hearing.

Section B. NOTIFICATION AND APPEAL PROCEDURE

A permanent employee who is being suspended, reduced in pay, demoted or dismissed shall receive from the appointing power a written statement of the charge(s) upon which the discipline is based, the City rule(s), policy or regulation violated, together with any written evidence and/or witness statements the City is relying upon to support the statement of charges.

The discipline letter shall be hand delivered, either by personal service or by the City sending the notice by Registered Mail as provided herein above, the employee shall have 30 calendar days within which to file with the Human Resources Director a written request for an appeal hearing before the Human Resources Commission.

The employee may also elect to file a written answer to the statement of charges at this time. A copy of the disciplinary letter together with any attachments and the employee's answer shall be given to the Human Resources Commission.

An evidentiary hearing shall be scheduled by the Human Resources Commission. In any hearing regarding suspension, demotion or discharge of a permanent employee, the appointing power has the burden of proof. The strict rules of evidence shall not apply to disciplinary hearing conducted by the Human Resources Commission. Evidence both oral and in writing

may be submitted by each party. Witnesses shall be sworn and subject to cross examination.

The employee who is being disciplined shall testify if called as a witness. Upon request, the employee is entitled to an open or closed hearing.

Section C. SALARY REDUCTION

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

Section D. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

**ARTICLE XXIII DISCIPLINARY ACTIONS – FULL-TIME AND PART-TIME
BENEFITED UNCLASSIFIED EMPLOYEES**

The parties agree to provide all full-time unclassified and part-time benefited members paying dues to the bargaining group the right to request and be granted a meeting with the City Manager to answer to charges in a disciplinary action that may be expected to result in loss of pay or termination.

Full-Time Unclassified Positions

Assistant City Clerk
City Clerk Technician
Deputy City Clerk

Part-Time Benefited Positions

Information Systems Specialist
Librarian
Library Technician I & II
Museum Education Coordinator
Office Assistant
Senior Citizen Project Specialist
Senior Citizen Program Specialist
Senior Library Technician

ARTICLE XXIV FULL UNDERSTANDING

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

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

For the life of this agreement it is agreed and understood that the Association hereto voluntarily 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. The parties may mutually agree in writing to meet and confer on any subject contained in this agreement during the life of this Agreement.

Section B. The parties hereto have caused the Memorandum of Understanding to be executed this 24th day of September 2024.

ARCADIA CITY EMPLOYEES
ASSOCIATION

CITY OF ARCADIA

Anabel Carrillo
President

Dominic Lazzaretto
City Manager

2024 – 2027 NEGOTIATION TEAMS

ACEA NEGOTIATION TEAMS

Anabel Carrillo,
President

Johnathan Doojhibulpol,
Vice President

Stevy Acevedo,
Director

Alicia Salce,
Treasurer

Ali Doudar,
Member-At-Large

Stephanie Pruhs,
Member-At-Large

Victoria De Frank,
CEA Attorney

CITY REPRESENTATIVES

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

Henry Chen,
*Interim Administrative Services
Director*

Anely Williams,
Interim Human Resources Director

Sairy Stepanian,
Senior Human Resources Analyst

Laura Drottz Kalty,
LCW Attorney

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

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Assistant	\$ 3,834	\$ 3,928	\$ 4,029	\$ 4,128	\$ 4,232	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790
43	Accounting Technician I	\$ 3,928	\$ 4,029	\$ 4,128	\$ 4,232	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907
44		\$ 4,029	\$ 4,128	\$ 4,232	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031
45	Office Assistant	\$ 4,128	\$ 4,232	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155
46	Library Technician I Museum Education Coordinator	\$ 4,232	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283
47	Accounting Technician II Senior Citizens Project Specialist	\$ 4,339	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415
48	Library Technician II	\$ 4,447	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551
49	Administrative Assistant City Clerk Technician Senior Citizens Program Specialist	\$ 4,560	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693
50	Building Technician I	\$ 4,673	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832
51	Recreation Coordinator	\$ 4,790	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978
52	Senior Library Technician	\$ 4,907	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127
53	Senior Accounting Technician Utility Billing Specialist	\$ 5,031	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282
54	Building Technician II Senior Administrative Assistant	\$ 5,155	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436
55	Fire Administrative Specialist	\$ 5,283	\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599
56		\$ 5,415	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$ 5,551	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930
58	Code Services Officer Deputy City Clerk	\$ 5,693	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105
59	Engineering Assistant Historical Museum Curator Information Systems Specialist Librarian I Office Coordinator	\$ 5,832	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283
60	Business License Officer Senior Building Technician	\$ 5,978	\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464

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

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
61		\$ 6,127	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651
62	Public Works Inspector Senior Code Services Officer	\$ 6,282	\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843
63		\$ 6,436	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039
64	Assistant City Clerk Assistant Planner Building Inspector Librarian II Senior Engineering Assistant	\$ 6,599	\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239
65		\$ 6,761	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448
66	Senior Public Works Inspector	\$ 6,930	\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658
67		\$ 7,105	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875
68	Fire Prevention Specialist Public Works Customer Service/Administrative Supervisor Code Services Supervisor	\$ 7,283	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875	\$ 9,096
69	Assistant Engineer Associate Planner Senior Building Inspector Plans Examiner	\$ 7,464	\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875	\$ 9,096	\$ 9,324
70		\$ 7,651	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875	\$ 9,096	\$ 9,324	\$ 9,558
71	Senior Fire Prevention Specialist	\$ 7,843	\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875	\$ 9,096	\$ 9,324	\$ 9,558	\$ 9,798
72		\$ 8,039	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875	\$ 9,096	\$ 9,324	\$ 9,558	\$ 9,798	\$ 10,039
73	Principal Librarian	\$ 8,239	\$ 8,448	\$ 8,658	\$ 8,875	\$ 9,096	\$ 9,324	\$ 9,558	\$ 9,798	\$ 10,039	\$ 10,289
74	Associate Civil Engineer	\$ 8,446	\$ 8,656	\$ 8,872	\$ 9,095	\$ 9,322	\$ 9,554	\$ 9,794	\$ 10,039	\$ 10,289	\$ 10,547
75	Senior Planner	\$ 8,656	\$ 8,872	\$ 9,095	\$ 9,322	\$ 9,554	\$ 9,794	\$ 10,039	\$ 10,289	\$ 10,547	\$ 10,811
76		\$ 8,872	\$ 9,095	\$ 9,322	\$ 9,554	\$ 9,794	\$ 10,039	\$ 10,289	\$ 10,547	\$ 10,811	\$ 11,081
77		\$ 9,095	\$ 9,322	\$ 9,554	\$ 9,793	\$ 10,040	\$ 10,289	\$ 10,546	\$ 10,811	\$ 11,081	\$ 11,358
78	Senior Civil Engineer	\$ 9,322	\$ 9,555	\$ 9,794	\$ 10,039	\$ 10,290	\$ 10,546	\$ 10,810	\$ 11,081	\$ 11,357	\$ 11,642

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
ACEA - 6.0%

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Assistant	\$ 4,064	\$ 4,164	\$ 4,271	\$ 4,376	\$ 4,486	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077
43	Accounting Technician I	\$ 4,164	\$ 4,271	\$ 4,376	\$ 4,486	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201
44		\$ 4,271	\$ 4,376	\$ 4,486	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333
45	Office Assistant	\$ 4,376	\$ 4,486	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464
46	Library Technician I Museum Education Coordinator	\$ 4,486	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600
47	Accounting Technician II Senior Citizens Project Specialist	\$ 4,599	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740
48	Library Technician II	\$ 4,714	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884
49	Administrative Assistant City Clerk Technician Senior Citizens Program Specialist	\$ 4,834	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035
50	Building Technician I	\$ 4,953	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182
51	Recreation Coordinator	\$ 5,077	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337
52	Senior Library Technician	\$ 5,201	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495
53	Senior Accounting Technician Utility Billing Specialist	\$ 5,333	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659
54	Building Technician II Senior Administrative Assistant	\$ 5,464	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822
55	Fire Administrative Specialist	\$ 5,600	\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995
56		\$ 5,740	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$ 5,884	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346
58	Code Services Officer Deputy City Clerk	\$ 6,035	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531
59	Engineering Assistant Historical Museum Curator Information Systems Specialist Librarian I Office Coordinator	\$ 6,182	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720
60	Business License Officer Senior Building Technician	\$ 6,337	\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912

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

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
61		\$ 6,495	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110
62	Public Works Inspector Senior Code Services Officer	\$ 6,659	\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314
63		\$ 6,822	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521
64	Assistant City Clerk Assistant Planner Building Inspector Librarian II Senior Engineering Assistant	\$ 6,995	\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733
65		\$ 7,167	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955
66	Senior Public Works Inspector	\$ 7,346	\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177
67		\$ 7,531	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408
68	Fire Prevention Specialist Public Works Customer Service/Administrative Supervisor Code Services Supervisor	\$ 7,720	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408	\$ 9,642
69	Assistant Engineer Associate Planner Senior Building Inspector Plans Examiner	\$ 7,912	\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408	\$ 9,642	\$ 9,883
70		\$ 8,110	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408	\$ 9,642	\$ 9,883	\$ 10,131
71	Senior Fire Prevention Specialist	\$ 8,314	\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408	\$ 9,642	\$ 9,883	\$ 10,131	\$ 10,386
72		\$ 8,521	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408	\$ 9,642	\$ 9,883	\$ 10,131	\$ 10,386	\$ 10,641
73	Principal Librarian	\$ 8,733	\$ 8,955	\$ 9,177	\$ 9,408	\$ 9,642	\$ 9,883	\$ 10,131	\$ 10,386	\$ 10,641	\$ 10,906
74	Associate Civil Engineer	\$ 8,953	\$ 9,175	\$ 9,404	\$ 9,641	\$ 9,881	\$ 10,127	\$ 10,382	\$ 10,641	\$ 10,906	\$ 11,180
75	Senior Planner	\$ 9,175	\$ 9,404	\$ 9,641	\$ 9,881	\$ 10,127	\$ 10,382	\$ 10,641	\$ 10,906	\$ 11,180	\$ 11,460
76		\$ 9,404	\$ 9,641	\$ 9,881	\$ 10,127	\$ 10,382	\$ 10,641	\$ 10,906	\$ 11,180	\$ 11,460	\$ 11,746
77		\$ 9,641	\$ 9,881	\$ 10,127	\$ 10,381	\$ 10,642	\$ 10,906	\$ 11,179	\$ 11,460	\$ 11,746	\$ 12,039
78	Senior Civil Engineer	\$ 9,881	\$ 10,128	\$ 10,382	\$ 10,641	\$ 10,907	\$ 11,179	\$ 11,459	\$ 11,746	\$ 12,038	\$ 12,341

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
ACEA - 5.0%

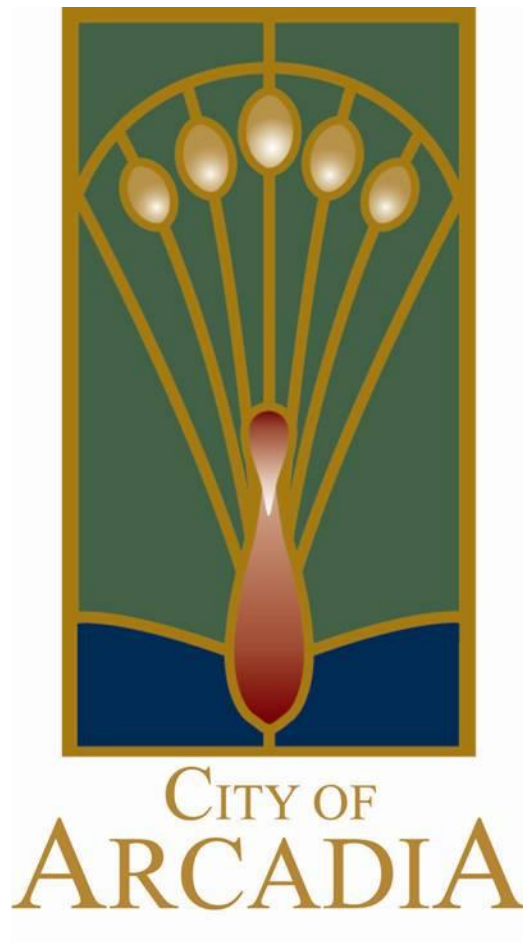
Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
42	Library Assistant	\$ 4,267	\$ 4,372	\$ 4,485	\$ 4,595	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331
43	Accounting Technician I	\$ 4,372	\$ 4,485	\$ 4,595	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461
44		\$ 4,485	\$ 4,595	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600
45	Office Assistant	\$ 4,595	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737
46	Library Technician I Museum Education Coordinator	\$ 4,710	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880
47	Accounting Technician II Senior Citizens Project Specialist	\$ 4,829	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027
48	Library Technician II	\$ 4,950	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178
49	Administrative Assistant City Clerk Technician Senior Citizens Program Specialist	\$ 5,076	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337
50	Building Technician I	\$ 5,201	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491
51	Recreation Coordinator	\$ 5,331	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654
52	Senior Library Technician	\$ 5,461	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820
53	Senior Accounting Technician Utility Billing Specialist	\$ 5,600	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992
54	Building Technician II Senior Administrative Assistant	\$ 5,737	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163
55	Fire Administrative Specialist	\$ 5,880	\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345
56		\$ 6,027	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525
57	Accounting Specialist Circulation Services Supervisor Revenue Collection Specialist	\$ 6,178	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713
58	Code Services Officer Deputy City Clerk	\$ 6,337	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908
59	Engineering Assistant Historical Museum Curator Information Systems Specialist Librarian I Office Coordinator	\$ 6,491	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106
60	Business License Officer Senior Building Technician	\$ 6,654	\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308

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

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
61		\$ 6,820	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516
62	Public Works Inspector Senior Code Services Officer	\$ 6,992	\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730
63		\$ 7,163	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947
64	Assistant City Clerk Assistant Planner Building Inspector Librarian II Senior Engineering Assistant	\$ 7,345	\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170
65		\$ 7,525	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403
66	Senior Public Works Inspector	\$ 7,713	\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636
67		\$ 7,908	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878
68	Fire Prevention Specialist Public Works Customer Service/Administrative Supervisor Code Services Supervisor	\$ 8,106	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878	\$ 10,124
69	Assistant Engineer Associate Planner Senior Building Inspector Plans Examiner	\$ 8,308	\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878	\$ 10,124	\$ 10,377
70		\$ 8,516	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878	\$ 10,124	\$ 10,377	\$ 10,638
71	Senior Fire Prevention Specialist	\$ 8,730	\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878	\$ 10,124	\$ 10,377	\$ 10,638	\$ 10,905
72		\$ 8,947	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878	\$ 10,124	\$ 10,377	\$ 10,638	\$ 10,905	\$ 11,173
73	Principal Librarian	\$ 9,170	\$ 9,403	\$ 9,636	\$ 9,878	\$ 10,124	\$ 10,377	\$ 10,638	\$ 10,905	\$ 11,173	\$ 11,451
74	Associate Civil Engineer	\$ 9,401	\$ 9,634	\$ 9,874	\$ 10,123	\$ 10,375	\$ 10,633	\$ 10,901	\$ 11,173	\$ 11,451	\$ 11,739
75	Senior Planner	\$ 9,634	\$ 9,874	\$ 10,123	\$ 10,375	\$ 10,633	\$ 10,901	\$ 11,173	\$ 11,451	\$ 11,739	\$ 12,033
76		\$ 9,874	\$ 10,123	\$ 10,375	\$ 10,633	\$ 10,901	\$ 11,173	\$ 11,451	\$ 11,739	\$ 12,033	\$ 12,333
77		\$ 10,123	\$ 10,375	\$ 10,633	\$ 10,900	\$ 11,174	\$ 11,451	\$ 11,738	\$ 12,033	\$ 12,333	\$ 12,641
78	Senior Civil Engineer	\$ 10,375	\$ 10,634	\$ 10,901	\$ 11,173	\$ 11,452	\$ 11,738	\$ 12,032	\$ 12,333	\$ 12,640	\$ 12,958

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

**CITY OF ARCADIA
AND
ARCADIA CITY EMPLOYEES' ASSOCIATION
(CONFIDENTIAL/SUPERVISORY/PROFESSIONAL UNIT
AND GENERAL EMPLOYEE UNIT)**



**MEMORANDUM OF UNDERSTANDING
JULY 1, 202~~4~~¹ – JUNE 30, 202~~7~~⁴**

Table of Contents

Page

PREAMBLE..... 1

ARTICLE I..... 1

 Section A. PARTIES AND RECOGNITION..... 1

 Section B. APPROPRIATE UNIT 1

 Section C. MUTUAL RECOMMENDATION AND IMPLEMENTATION 2

 Section D. AUTHORIZED AGENTS..... 2

 Section E. NOTICE 3

ARTICLE II..... 3

 Section A. TERM..... 3

 Section B. SAVINGS CLAUSE 3

 Section C. NO STRIKE CLAUSE 3

ARTICLE III ASSOCIATION RIGHTS 4

 Section A. LEGISLATIVE AUTHORITY 4

 Section B. RIGHT TO JOIN 5

 Section C. USE OF BULLETIN BOARDS 5

 Section D. ACCESS TO FACILITIES 6

 Section E. ASSOCIATION STEWARDS 6

 Section F. REASONABLE NOTICE 7

ARTICLE IV MANAGEMENT RIGHTS 8

ARTICLE V COMPENSATION..... 8

 Section A. SALARY SCHEDULES..... 8

 Section B. PROMOTION OR ADVANCEMENT 9

 Section C. PERCENTAGES BETWEEN STEPS 9

 Section D. ADVANCEMENT THROUGH STEPS..... 9

ARTICLE VI RETIREMENT 10

 Section A. EMPLOYEES HIRED BEFORE JULY 1, 2011 10

 Section B. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011, OTHER THAN
NEW CALPERS MEMBERS..... 12

 Section C. NEW CALPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013 13

Section D. DEFERRED COMPENSATION (457 PLAN)	14
ARTICLE VII HOURS	14
Section A. OVERTIME	14
Section B. REST PERIODS	15
Section C. WORK SCHEDULES	15
ARTICLE VIII LONGEVITY PAY	15
ARTICLE IX TUITION ADVANCEMENT/REIMBURSEMENT	16
ARTICLE X MILEAGE REIMBURSEMENT	17
ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE	18
Section A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE SEPTEMBER 17, 2024	18
Section B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 17, 2024	20
Section C. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS	21
Section D. PERMANENT (BENEFITED) PART-TIME EMPLOYEES	23
Section E. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS FOR PERMANENT (BENEFITED) PART-TIME EMPLOYEES	25
ARTICLE XII RETIREE MEDICAL	27
Section A. RETIREE HEALTH INSURANCE FOR EMPLOYEES HIRED BEFORE JULY 1, 2011	27
Section B. RETIREE HEALTH INSURANCE FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2011	29
ARTICLE XIII DISABILITY INCOME INSURANCE	29
ARTICLE XIV MEDICAL EXAMINATIONS	29
Section A.	29
Section B.	29
ARTICLE XV UNIFORMS	29
Section A.	29
Section B.	30
Section C.	30
ARTICLE XVI LEAVES OF ABSENCE	31

Section A. NON-MEDICAL LEAVES WITHOUT PAY	31
Section B. FAMILY CARE AND MEDICAL LEAVES.....	32
Section C. TEMPORARY MILITARY LEAVE (Paid and Unpaid)	32
Section D. VACATION LEAVE	32
Section E. SICK LEAVE	34
Section F. BEREAVEMENT LEAVE	36
Section G. HOLIDAYS.....	37
Section H. JURY LEAVE	39
Section I. COURT WITNESS LEAVE	39
Section J. INDUSTRIAL ACCIDENT LEAVE.....	40
ARTICLE XVII PROBATIONARY PERIOD.....	40
Section A.	40
Section B.	41
Section C.	41
Section D.	41
Section E.	41
ARTICLE XVIII SPECIAL PAY.....	41
Section A. ACTING PAY	41
Section B. CALL-BACK PAY.....	41
Section C. BILINGUAL PAY.....	42
ARTICLE XIX LAYOFFS.....	42
Section A. LAYOFF PROCEDURE	42
Section B. RE-EMPLOYMENT LIST	43
Section C. DEFINITIONS	43
ARTICLE XX PERSONNEL FILES	44
Section A.	44
Section B.	44
Section C.	45
ARTICLE XXI EMPLOYEE GRIEVANCES.....	45
Section A. DEFINITIONS	45
Section B. TIMELINESS	46

Section C. EMPLOYEE REPRESENTATION	46
Section D. INFORMAL GRIEVANCE PROCEDURE	46
Section E. FORMAL GRIEVANCE PROCEDURE	46
Section F. APPEAL TO HUMAN RESOURCES COMMISSION.....	48
ARTICLE XXII DISCIPLINARY ACTIONS	52
Section A. SUSPENSION, SALARY REDUCTION, DEMOTION AND DISMISSAL .	52
Section B. NOTIFICATION AND APPEAL PROCEDURE	52
Section C. SALARY REDUCTION	53
Section D. UNAUTHORIZED ABSENCE	53
ARTICLE XXIII DISCIPLINARY ACTIONS – FULL-TIME AND PART-TIME BENEFITED UNCLASSIFIED EMPLOYEES	53
ARTICLE XXIV FULL UNDERSTANDING.....	55
Section A.	55
Section B.	55
2024 – 2027 NEGOTIATION TEAMS	56

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 City 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 classifications covered by this agreement are:

Confidential/Supervisory/Professional Unit

Accounting Specialist
Administrative Assistant
(1 assigned to Human Resources)
Assistant City Clerk
Assistant Engineer
Assistant Planner
Associate Civil Engineer
Associate Planner
City Clerk Technician
Code Services Supervisor
Deputy City Clerk

Librarian I & II
Principal Librarian
Public Works Customer
Service/Administrative Supervisor
Revenue Collection Specialist
Senior Civil Engineer
Senior Building Inspector
Senior Library Technician
Senior Planner

General Employee Unit

Accounting Technician I & II
Administrative Assistant
Building Inspector
Building Technician I & II
Business License Officer
Circulation Services Supervisor
Code Services Officer
~~Building Inspector~~
Engineering Assistant
Fire Administrative Specialist
Fire Prevention Specialist
Historical Museum Curator
Information Systems Specialist
Library Assistant
Library Technician I & II
Museum Education Coordinator

Office Assistant
Office Coordinator
Plans Examiner
Public Works Inspector
~~Office Coordinator~~
Recreation Coordinator
Senior Building Technician
Senior Engineering Assistant
Senior Accounting Technician
Senior Administrative Assistant
Senior Citizens Program Specialist
Senior Citizens Project Specialist
Senior Code Services Officer
Senior Fire Prevention Specialist
Senior Public Works Inspector
Utility Billing Specialist

Section C. MUTUAL RECOMMENDATION AND IMPLEMENTATION

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

Section D. AUTHORIZED AGENTS

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

The Confidential/Supervisory/Professional and General Employee's authorized representative is the President of the Arcadia City Employees Association, 240 W. Huntington Drive, Arcadia, California, 91007. The duly authorized staff representative is Jeffrey Natke General Manager of City Employees' Associates, 4401 Atlantic Ave, Suite 200, Long Beach, CA 90807~~100 Oceangate, Suite 1200, Long Beach CA 90802.~~

Section E. NOTICE

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.

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 of the City Council effective July 1, 202~~4~~ and ending June 30, 202~~7~~4.

Section B. SAVINGS CLAUSE

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, the remaining Sections of this Agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association, upon request, regarding the impact or implementation of the court order or decree or legislation.

Section C. NO STRIKE CLAUSE

1. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slow-down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.
2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to strike, stop work, slow-down, or picket obstructively, and the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

It is agreed and understood that any employee concertedly violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service. For purposes of this article, any employee deemed to have automatically resigned shall be eligible to utilize the Grievance Procedure as provided in this Agreement.

3. It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or the Association. No such actions shall be taken by the City in the event that the Association acts in good faith in accordance with paragraph 2 above.
4. The expiration or violation of this Agreement shall not prejudice the City's right to assert to the illegality of any such activities mentioned above if engaged in by the Association or employees. Upon the expiration of this Agreement, this language shall not prevent the Association from engaging in such activities mentioned above, to the extent such activity is otherwise legal for public employees to participate in.

ARTICLE III ASSOCIATION RIGHTS

Section A. LEGISLATIVE AUTHORITY

In accordance with AB 119, the City shall notify the Association representatives 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. The City shall also provide the Association representatives with reports, as specified by AB 119, of all employees in the bargaining unit no less than quarterly.

In accordance with SB 866, Association representatives 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 ACEA. The City shall deduct dues on a regular payroll basis for employees represented by the ACEA following receipt of written notice from ACEA that written authorization has been provided to the Association by the employee. The City shall remit such funds to the Association within 30 days of the deduction.

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

~~1. Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available upon request, to the City and to members, within 60 days of such request, 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.~~

2.1. Indemnification. In accordance with SB 866, the Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining the terms of this article.

Section B. RIGHT TO JOIN

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

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

Section C. USE OF BULLETIN BOARDS

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

Locking bulletin boards will be made available in the Library, City Hall, Fire Station #1, Police Department and Recreation Center, and regular bulletin boards will be made available in Fire Station #2, and Public Works Services~~the City Service Center~~ at a location approved by the Department ~~Administrator~~Director, or City Manager.

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 ~~Administrator~~ 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 ~~Administrator~~ Director or designee, to state the purpose of their visit and which location they will be visiting; and
2. The Human Resources ~~Administrator~~ 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 ~~Administrator~~ Director or designee shall set an alternative time and/or location for such visit within 72 hours.

The Association may schedule after work hours meetings in the City Conference rooms or the City Council Chambers at such times these facilities are not in use by submitting a written request to the appropriate City administrator which shall include the date, time, number of people expected, general reason for the meeting, and an acknowledgment that no food or beverages will be consumed in City facilities. Approval will be granted in the same manner as it is granted to other organizations.

Section E. ASSOCIATION STEWARDS

1. The ACEA will have a total of 73 Association Stewards who are authorized to represent the ~~Confidential/Supervisory/ Professional~~ employees and ~~the 4 Association Stewards who are authorized to represent the General employee bargaining unit~~ shall be selected in such manner as the Association may determine. The Association shall notify the Human Resources ~~Administrator~~ Director in writing of the names of the 7 Association Stewards.

2. The ~~73~~ Stewards who are authorized to represent ~~the Confidential/Supervisory/Professional employees and the 4 Association Stewards who are authorized to represent the General~~ employees bargaining unit shall be permitted one day off without pay each calendar year to attend a training session. Advance written notice of no less than 14 calendar days shall be given to each Association Steward's supervisor.

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 ~~Administrator~~ Director, or their designee, and Association ~~Business~~ Agent to resolve problems within the scope of bargaining; and/or
- d. A 30 minute orientation period with new hires at the beginning of a new employee orientation conducted by the Human Resources ~~Division~~ Department.

In addition, Association Stewards shall be provided a maximum of 2 hours per month of 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 ~~Administrator~~ 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 ~~Administrator~~ Director.

Time spent on Association Stewards activities outside of normal working hours is not compensable.

Section F. REASONABLE NOTICE

The City will provide 15 business days' -notice prior to final implementation of changes to wages, hours of work, or other terms and conditions of

employment within the scope of negotiations. Upon written notice from the Association outlining the area(s) of concern, together with the Association's proposal, the City will meet and confer on those matters that are within the scope of negotiations.

~~In addition, the City shall mail to the Association and the chief shop steward a copy of the agendas for each City Council and/or Human Resources Commission meeting.~~

ARTICLE IV MANAGEMENT RIGHTS

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

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

ARTICLE V COMPENSATION

Section A. SALARY SCHEDULES

1. The City agrees to increase ACEA base salaries of classifications covered by this MOU as follows: in the amount of 3% effective July 1, 2021, 3% effective July 1, 2022, and 4% effective July 1, 2023.

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

The salary schedules for classifications covered by this MOU are set forth on **Exhibit A** and incorporated herein. ~~Retro increases will be given~~

~~only to those unit members on City payroll as of the date of ratification of this agreement.~~

- ~~2. In addition, ACEA will be given a one-time non-PERSable bonus of \$79,000 to be distributed to ACEA employees. Actual distribution amounts for each employee shall be determined by the ACEA. 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. The ACEA will be given a one-time Non-PERSable bonus of \$162,670 for the City to distribute through regular payroll to ACEA employees as decided by a majority vote of the ACEA general membership.~~
- ~~3. Additionally, the ACEA will be given a one-time bonus of \$142,600 to ACEA employees as decided by majority vote of the ACEA general membership. The one-time bonus will be paid following the ratification of this agreement.~~

~~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 Section A (3) of this article above.~~

Section B. PROMOTION OR ADVANCEMENT

1. When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than an approximate 5% increase in compensation unless the top step in such range provides less than that amount. Such ~~one~~ step of approximately 5% shall be measured by the range from which the employee is promoted.
2. When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases. Future step increases for promotions will follow Section D. "Advancement Through Steps" below.

Section C. PERCENTAGES BETWEEN STEPS

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

Section D. ADVANCEMENT THROUGH STEPS

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

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

A salary step advancement at 6 months will be determined upon satisfactory performance evaluation during this test period and shall not imply automatic passing of probation at the end of ~~an~~the applicable 12-month probationary period. Salary step advancements are not assured. Any step advancement may be withheld or delayed by the appointing authority if an employee's performance does not merit such advancement.

~~During the term of this Agreement, individuals~~ Employees will advance in their rates of compensation two steps (approximately 5.0%) on their ~~anniversary~~step increase eligibility date upon receiving a satisfactory performance evaluation.

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

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

ARTICLE VI 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 \$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 for CalPERS retirement —via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.
11. In addition to the foregoing cost sharing payments, employees shall continue to pay 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.
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 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. 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 the 7% member contribution to CalPERS via payroll deduction
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

Section C. NEW CALIFORNIA 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. A 3 year average final compensation period (Government Code §20037)
3. Post Retirement Survivor Continuance
4. Credit for Unused sick leave (Government Code §20965)
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period
6. 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 6.75%~~ member contribution to CalPERS on a pre-tax basis via payroll deduction
11. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.276%. The cost-sharing arrangement will be implemented as follows:

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

Section D. DEFERRED COMPENSATION (457 PLAN)

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

ARTICLE VII HOURS

Section A. OVERTIME

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

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

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

The Department ~~Administrator~~ Director or City Manager may permit an employee to take compensatory time in lieu of paid overtime. With Department ~~Administrator~~ 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. Each employee may cash out up to 20 hours of their available compensatory time hours one time during each fiscal year.

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

Section B. REST PERIODS

Represented employees shall receive for each 8 or 9 hour shift worked, at the discretion of the respective department, two 15 minute rest periods, one each approximately at the mid-point of each one-half shift. Office personnel shall not leave City property during break periods, and field personnel shall take breaks at the work site. Employees in transit between work sites may take their rest period at a location between the normal route of work locations. Rest periods are for the good of the employee, but periods cannot be used to make up for other lost time. Rest periods are not cumulative and may not be taken concurrently with lunch periods.

Section C. WORK SCHEDULES

The City may establish and change work schedules, work times and work hours, and assign employees thereto, in its sole discretion; provided, however, if the City decides to eliminate a current alternate work schedule (5/40, 9/80, 4/10), the City agrees it will meet and confer with the Association prior to eliminating the alternate work schedule. If, after meeting and conferring with the Association, the City decides to proceed with its decision to eliminate an alternate work schedule, affected employees shall receive a minimum of 2 weeks' notice of the change.

Except for emergencies and temporary changes in work schedules, work times and work hours, which shall be defined for six months or less, affected employees shall be given a minimum of 2 weeks' notice of change in work hours, work times and work schedules. In the case of an emergency or temporary change in work schedules, work times or work hours, reasonable notice shall be given to affected employees.

ARTICLE VIII ~~STABILITY PAY/LONGEVITY PAY~~

~~Section A. STABILITY PAY~~

~~Stability Pay is applicable only to employees who were hired prior to January 1, 1984. The plan pays \$25 per year for each year of consecutive~~

~~service up to a maximum of 20 years of service, where the maximum attainable is \$500.~~

~~Cash Stability payments are made once a year between December 1 and December 10, only to employees on payroll as of December 1. Stability Payments will be paid on a pro-rata basis to employees that retire or are laid off prior to December 1, provided they meet all eligibility requirements.~~

Section ~~AB~~. LONGEVITY PAY

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

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5 - 9 Yrs	\$5042.02
10 - 14 Yrs	\$7663.04
15+ - <u>19</u> Yrs	\$10084.06
<u>20+ Yrs</u>	\$230.77

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

Permanent (Benefited) Part Time Employees covered under this Agreement receive half of the benefit amount listed in Section B.

ARTICLE IX TUTION 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 ~~Head~~ Director and Human Resources ~~Administrator~~ 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 City Manager or their designee may grant

approval for tuition advancement or reimbursement if they determine that a second degree in any education level is both beneficial and job-related.

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

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

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

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

ARTICLE X MILEAGE REIMBURSEMENT

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

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

ARTICLE XI HEALTH, DENTAL AND LIFE INSURANCE

Section A. CONTRIBUTION FOR EMPLOYEES HIRED BEFORE SEPTEMBER 24, 2024/1/2021

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.

For employees hired before September 24, 2024, the City shall provide a maximum contribution inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts, effective July 1, 2024:

Employee Only: \$1,072/month

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

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

~~a. The City shall pay up to a maximum of \$1072.00 per month per full time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For full time employees, if the City's contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash as taxable income.~~

~~i. These employees 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.a. These employees who qualify to receive cash as taxable income and who subsequently reduce their cash in lieu amount~~

~~through a qualifying change, shall be subject to the new cash-in-lieu limit based on their elected reduced amount, and will forfeit their previous cash-in-lieu limit.~~

~~Employees who do 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 for cash-in-lieu.~~

e.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.

d.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.

e.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 \$7525,000 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. The vision plan will be Vision Service Plan, Option B.

5. Optional Benefits – Full-Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to a Internal Revenue Code §125 Cafeteria Plan

~~6.1. Circumstances Under Which an Employee Hired Before 7/1/2021, Can Receive Cash in Lieu of City Coverage:~~

~~An employee is required to carry one of the City's designated medical plans unless they opt out. An employee hired before 7/1/2021 may~~

~~receive cash in lieu subject to the provisions in Section A, 1 for opting out of the City's designated medical plans 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 the employee provides 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 1 above to be taken as taxable income.~~

Section B. CONTRIBUTION FOR EMPLOYEES HIRED ON OR AFTER SEPTEMBER 24, 2024/2/2024

The City shall provide regular full-time employees in a classification represented by this Agreement with the ~~option to elect 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.

For employees hired on or after September 24, 2024, the City shall provide a maximum contribution, which is inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts, effective October 1, 2024:

Employee Only: \$866/month
Employee +1 Eligible Dependent: \$1,400/month
Employee +2 or More Eligible Dependents (Family): \$1,800/month

- a. ~~The City shall pay up to a maximum of \$1072.00 per month per full-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For full-time employees, if the City's contribution exceeds the cost of the employee's elected-only coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed toward the cost of~~

~~dependent coverage. No~~ amount shall be given in cash as taxable income.

- b. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
 - c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.
2. Dental Insurance – Mandatory Enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month (“Dental Contribution”) toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
 3. Life Insurance: Effective as soon as practical with the insurance carrier, ~~T~~the City shall provide a \$7525,000 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. The vision plan will be Vision Service Plan, Option B.
 5. Optional Benefits – Full-Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to a 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. The City shall pay up to a maximum of \$1072.00 per month per full-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For full-time employees, if the City’s contribution, up to a maximum of \$1,072/month, exceeds the cost of the employee’s elected-only coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed toward the cost of dependent coverage or to the employee in cash 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 reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu limit based on their elected reduced amount, and will forfeit their previous cash-in-lieu limit.
- c. Employees hired before July 1, 2021, who ~~did~~ not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible ~~for~~ to receive cash-in-lieu.

4.2. **Cash In Lieu of City Coverage for Circumstances Under Which an Employees Hired Before July 1, 2021.** ~~7/1/2021~~. Can Receive Cash in Lieu of City Coverage: ~~An e~~ **Employees is** ~~are~~ required to carry one of the City's designated medical plans unless they opt out. ~~An e~~ **Employees** ~~s~~ hired before **July 1, 2021** ~~7/1/2021~~ may receive cash-in-lieu subject to the provisions in Section A, 1 for opting out of the City's designated medical plans, **up to a maximum of \$1,072/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 ~~the employees~~ **s** provides the executed written waiver and documentation confirming that he or she is enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in Section **C.1** above, **and subject to the limitations enumerated in Section C.1.a-c.,** to be taken as taxable income.

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

Section ~~CD~~. PERMANENT (BENEFITED) PART-TIME EMPLOYEES HIRED BEFORE 7/1/2021

The City shall provide permanent (benefited) part-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, the City shall provide a maximum contribution inclusive of the PEMHCA Minimum and Dental Contribution, up to the following amounts:

Employee Only: \$536/month

Employee +1 Eligible Dependent: \$700/month

Employee +2 or More Eligible Dependents (Family): \$900/month

~~a. The City shall pay up to a maximum of \$536.00 per month per part time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash as taxable income.~~

~~i. These employees 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.a. These employees who qualify to receive cash as taxable income and who subsequently reduce their cash in lieu amount through a qualifying change, shall be subject to the new cash in lieu cap based on their elected reduced amount, and will forfeit their previous cash in lieu cap.~~

~~Employees who do 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 for cash in lieu.~~

~~e.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.

~~e.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.

~~e.c.~~ Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or 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 \$~~7525~~,000.00 life & AD&D benefit for eligible employees.

4. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan. This vision plan will be Vision Service Plan, option B.

5. Optional Benefits – Part Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan.

~~6. Circumstances Under Which an Employee Hired Before 7/1/2021, Can Receive Cash in Lieu of City Coverage:~~

~~An employee is required to carry one of the City’s designated medical plans unless they opt out. An employee hired before 7/1/2021 may receive cash in lieu subject to the provisions in Section A, 1 for opting out of the City’s designated medical plans 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 the employee provides 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 1 above to be taken as taxable income.~~

Section ~~D~~E. CASH IN LIEU OF COVERAGE OR CASH FOR EXCESS CONTRIBUTIONS FOR PERMANENT (BENEFITED) PART-TIME EMPLOYEES HIRED ON OR AFTER 7/2/2021

1. **Excess Contributions for Employees Hired Before July 1, 2021.** The City shall pay up to a maximum of **\$536.00** per month per part-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part-time employees, ~~if~~ the City's contribution, up to a maximum of \$536/month, exceeds the cost of the employee's only elected coverage (e.g. Employee Only, Employee +1, Family), the difference shall be contributed toward the cost of dependent coverage or to the employee in cash 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 who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu cap based on their elected reduced amount, and will forfeit their previous cash-in-lieu cap.

a.c. Employees ~~hired before July 1, 2021,~~ who do 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~~for cash-in-lieu.

2. **Cash In Lieu of City Coverage for Circumstances Under Which an Employees Hired Before July 1, 2021, 7/1/2021, Can Receive Cash in Lieu of City Coverage:** An ~~e~~Employees ~~is~~are required to carry one of the City's designated medical plans unless they opt out. An employee hired before July 1, 2021, 7/1/2021 may receive cash-in-lieu subject to the provisions in Section A, 1 for opting out of the City's designated medical plans, up to a maximum of \$536/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 the employee provides 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 E.1. above, and subject to the limitations enumerated in Section E.1.a.-c., to be taken as taxable income.

4.3. 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.

~~The City shall provide permanent part-time employees in a classification represented by this Agreement with the option to elect the following contributions:~~

~~1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) ("**Minimum Contribution**") per month per employee for health insurance~~

~~a. The City shall pay up to a maximum of **\$536.00** per month per part-time employee for coverage, inclusive of the Minimum Contribution and Dental Contribution. For part-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage. No amount shall be given in cash as taxable income.~~

~~b. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.~~

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

~~2. Dental Insurance — mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month ("**Dental Contribution**") toward one of two dental plans. Additional~~

~~coverage may be purchased through the Optional Benefits allocation.~~

~~3. Life Insurance: The City shall provide a \$25,000.00 life & AD&D benefit for eligible employees.~~

~~4. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan. This vision plan will be Vision Service Plan, option B.~~

~~Optional Benefits — Part Time Employees: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan.~~

ARTICLE XII RETIREE MEDICAL

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

1. Program Description

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

2. Premium Payment

The total Premium Payment shall be payable in the following form: (1) PEMHCA (PEMCHA) 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, the Tier II Retiree will be responsible for payment of any premium in excess of the capped amount.

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

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

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

3. Eligibility Requirements

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

- a. An “eligible retiree” is an employee who retires 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 a an absence or absences caused by a catastrophic, life threatening illness or injury suffered by the employee or a family dependent living in the employee’s household, the limitation of 350 hours will be excused
- b. The retiree, and if applicable, the retiree’s spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City’s Premium Payment.

~~If the Association becomes aware shall notify Human Resources in the event of the death of a retiree, the Association shall notify Human Resources member.~~

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

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

ARTICLE XIII DISABILITY INCOME INSURANCE

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

ARTICLE 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

Section A. Upon hire, the City shall provide the following employees with 5 shirts:

- Public Works Inspector
- Senior Public Works Inspector
- Code Services Officer
- Senior Code Services Officer
- Code Services Supervisor
- Building Inspector
- Senior Building Inspector

Upon hire, the City shall provide the following employees with 4 sets of uniforms consisting of a long sleeve shirt, short sleeve shirt, pants/skirt, cross-tie/tie, and 1 sweater or 1 medium weight uniform jacket.

- Fire Prevention Specialist*
- Senior Fire Prevention Specialist*
- Fire Administration Specialist*
- Administrative Assistant (assigned to Fire)*

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

All employees represented by this MOU shall receive 1 Polo shirt yearly.

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

Section C. The City shall provide a safety shoe allowance up to a maximum of **\$250** per fiscal year for each employee in the following classifications: Engineering Assistant, Senior Engineering Assistant, Assistant Engineer, Associate Civil Engineer, Senior Civil Engineer, Building Inspector, Senior Building Inspector, Code Services Officer, Senior Code Services Officer, Code Services Supervisor, Fire Prevention Specialist, Senior Fire Prevention Specialist, Public Works Inspector, and Senior Public Works Inspector.

For the term of this agreement only (July 1, 2024, through June 30, 2027), if the City and the Arcadia Public Works Employees' Association (APWEA) agree to a higher maximum safety shoe allowance, the City shall increase ACEA's safety shoe allowance by the same amount.

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

Section D. The City shall continue to report \$168.00 per year to CalPERS as special compensation for uniform allowance to the extent permitted by law. "New Members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

ARTICLE XVI LEAVES OF ABSENCE

Section A. NON-MEDICAL LEAVES WITHOUT PAY

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

1. Length – leave of absence without pay may be granted for a period not to exceed one year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veterans' code.
2. Reason – a leave of absence may be granted an employee, provided the employee meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of their service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return – the granting of a leave of absence without pay confers upon the employee the right to return to their classification before or at the expiration of the leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to their classification with the City.
4. Service Record – no request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.
5. An employee granted a leave of absence may be required by the appointing power or the City Manager to successfully pass a medical examination prior to being allowed to return to work.
6. The granting of a leave of absence of 30 days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than 30 days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.
7. The City shall continue to provide health, dental, life, and disability insurance for an employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the employee who wishes to continue any insurance coverage beyond the 30 calendar

days, to notify the Human Resources ~~Office~~ Department of their intent to continue coverage and to remit the full monthly premium for any coverage to the Administrative Services Department.

Section B. FAMILY CARE AND MEDICAL LEAVES

1. Upon the written request of an employee, ~~the City shall grant any and all Family Care and Medical Leaves as required by law, stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant Family Care and Medical Leaves. The City of Arcadia will provide family and medical leave for eligible employees in accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). If an employee requests leave for any reason permitted under FMLA/CFRA, they must exhaust all accrued leaves (except sick leave) in connection with the leave. An employee may elect to exhaust part or all of the employee's sick leave while on an approved Family Medical Leave to care for a child, parent or spouse. The exhaustion of accrued leave, and sick leave if any is used, will run concurrently with the leave under this policy.~~

~~If an employee requests leave for their own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust accrued sick leave.~~

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.

Section D. VACATION LEAVE

~~During the term of this contract, both parties agree to meet and discuss on the single issue of eliminating the vacation and sick leave accrual banks and creating a single leave bank of Paid Time Off.~~

1. Accumulated vacation leave shall be granted at the discretion of the appointing power.
2. Effective the beginning of the pay period following Council adoption of this MOU, vacation may not be accumulated beyond the amount accumulable for a 3965 pay period basis (1.5 years' worth of vacation). Upon initial implementation of the new, reduced, accumulation cap, the City will cash out to ACEA employees any vacation leave exceeding the new cap, plus an additional 40 hours as selected by individual ACEA employees. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employee's accrual has been reduced below this maximum amount.

When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or practice for that employee, the City Manager for good cause may approve excess accumulated vacation, provided the employee reduces this total below the allowable maximum within 6 months.

3. An employee who has previously requested and was granted approval of vacation leave for use during the last 3 months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next 3 months of the new calendar year, if rescheduling of the vacation leave is not possible.
4. Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his rate of compensation applicable at the time he leaves the City employ. If an employee works 50% of the 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. Full-time employees represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Hours Per Year Accrued</u>	<u>Max Accrual</u>
0-4 years	3.07 hours	80 Hours	120200.00
5-9 years	4.61 hours	120 Hours	180300.04
10-14 years	5.23 hours	136 Hours	204340.02
15+ years	6.15 hours	160 Hours	240400.01

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

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Hours Per Year Accrued</u>	<u>Max Accrual</u>
0-4	1.54	40	60 100.10
5-9	2.31	60	90 150.15
10-14	2.62	68	102 170.30
15+	3.07	80	120 200.00

6. Employees may elect to sell back vacation during a calendar ~~year equal to the amount of vacation taken during the year, by the date of the request,~~ 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

~~During the term of this contract, both parties agree to meet and discuss on the single issue of eliminating the vacation and sick leave accrual banks and creating a single leave bank of Paid Time Off.~~

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

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

2. 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;

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); and/or,

e.d. An employee may designate one additional person per 12-month period at the time the employee requests sick leave.

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

3. Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section J of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.
4. 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.
5. 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.
6. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
7. If an employee separates from employment with the City and is rehired within 1 year from separation, up to 4880 hours or 106 days, whichever is greater depending upon the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.

8. Part-time employees who work more than 40 hours in a pay period shall receive sick leave under the same conditions as full-time employees at one-half the level of full-time employees (1.847 hours) for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater.

Due to system constraints, part-time employees who work 60 or more hours in a pay period shall continue to receive sick leave under the same conditions on the basis of 1.847 hours for each pay period of service. Semi-annually, hours will be reviewed to determine whether additional accrual of hours need to be adjusted to comply with 1 hour for every 30 hours worked. The maximum accrual per year is 4880 hours or 10 days.

9. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual Based on the following:

Full-time:

0 to 29 hours: no accrual

30-39 hours: 1 hour

40 hours and above: 3.693 hours

Part-time:

0 to 29 hours: No accrual

30-39 hours: 1 hour

40 hours and above: 1.847 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 1,500 hours into retirement service credits.

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

Section F. BEREAVEMENT LEAVE

Death In Family. 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/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 4 days; provided, however, if the employee is required to travel more than 300 miles from their residence, the employee may take an additional 2 days. 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 take 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. Employees may use a combination of leave balances and paid bereavement leave specified in the paragraph above.

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
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 (4 hours)
Christmas Day	December 25
New Year's Eve	December 31 (4 hours)

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

2. Whenever:

New Year's Day - January 1
Independence Day - July 4
Veteran's Day - November 11, ~~or~~
Christmas Eve - December 24
Christmas Day - December 25, or
New Year's Eve - December 31

falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be a holiday.

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

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

4. An employee required to work or attends 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 (Fair Labor Standards Act) applicable overtime rules. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence with pay shall be added to the

number of working days' leave of absence to which such employee is entitled.

5. 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 a designated holiday. For example, if a holiday falls on a day an employee is scheduled to work 10 hours, the employee shall receive 10 hours of holiday pay.
6. For full-time employees assigned to an alternate work week, if a holiday falls on a Friday that City Hall is closed under the 9/80 plan, each employee shall receive an 8 hour ~~floating~~ holiday bank. ~~Floating~~ Holiday bank 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.

Salary for the holiday shall be paid during the pay period in which the holiday occurs.

7. Represented part-time employees who work more than 40 hours in a pay period shall receive Holiday pay for the actual number of regularly scheduled working hours for a designated holiday.

Section H. JURY LEAVE

When an employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay. The City will compensate jury service up to 80 hours per year. All hours in excess of 80 shall not be compensated. 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. COURT WITNESS LEAVE

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

Section J. INDUSTRIAL ACCIDENT LEAVE

1. Industrial accident leave shall be granted only to employees with 3 or more full years of continuous service with the City.
2. Industrial accident leave shall be allowed for a maximum of 10 months from and after the date of injury. Industrial accident leave shall be equivalent to the employee's regular base salary and any temporary disability compensation payment required by law shall be deducted from the industrial accident leave payment. Lost time due to an injury on duty shall not be charged against an employee's accumulated sick leave after all industrial accident leave is expended.
3. Compensation shall continue until the employee returns to work, industrial accident leave is exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.
4. The City reserves the right to require an employee to furnish proof from a physician of the cause and necessity of absence during an industrial accident leave.
5. "Industrial accident" as used in this Article, is defined as any illness or injury arising directly out of the employment of the employee which forces the employee to absent themselves from work upon the advice of a physician. The determination of whether an illness or injury results from an industrial accident shall be made by the City in consultation with its Workers' Compensation administrators.

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 12 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 6 months before attaining permanent status.

Section D. Any pProbationary period may be extended for a one up to six (6) months period with the approval of the Human Resources Administrator.

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

ARTICLE XVIII SPECIAL PAY

Section A. ACTING PAY

Any employee in the unit who is required, in writing, to work 4 consecutive working days or longer in a higher classification which is vacant due to sick leave, injury leave, vacation, termination or move up due to acting pay shall receive the following acting pay retroactive to the first day of the assignment:

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

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

Section B. CALL-BACK PAY

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

whichever is greater. Call back pay shall commence upon the arrival of the employee at the work site.

Section C. BILINGUAL PAY

The total number of positions authorized for bilingual pay at any time is at the sole discretion of the Department Director. The Department Director shall be responsible for determining appointments based on the following criteria:

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

An employee who believes their position/job assignment has a need for their bilingual capabilities and/or has frequently utilized their bilingual skills in the past shall notify their direct supervisor in writing. The Department Director will notify the City Manager and Human Resources if they determine that the bilingual skills are needed. Once certified, the employee shall receive a bilingual pay stipend of **\$40.00** per pay period. Once an employee is certified for bilingual pay, an employee shall be willing to assist other departments if bilingual assistance is needed during their work hours. The City and the Association agree that once an employee receives bilingual certification and the bilingual pay stipend, the employee will not have the stipend rescinded during the course of employment within the position for which the employee tested. If such time the employee promotes or is otherwise reassigned to another position and such need for bilingual skills is not needed, the Department Director will notify the employee and Human Resources in writing of the determination of removal of bilingual skills.

Any employee who is not certified as bilingual by the City shall not be required to use a language other than English. However, when a member of the public, who does not speak English, asks an employee for assistance in a language other than English that the employee understands, the employee shall make a reasonable effort to communicate with the member of the public in a polite and professional manner.

ARTICLE XIX LAYOFFS

Section A. LAYOFF PROCEDURE

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

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

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

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

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

An employee who transfers across departmental lines shall serve a 6 month probationary period. If the employee fails the probationary period the employee shall then be placed on the re-employment list, and the employee who was laid off shall be reinstated.

Section B. RE-EMPLOYMENT LIST

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

Section C. DEFINITIONS

- 1. Permanent Employee – ~~Permanent f~~Full-time and permanent benefited part-time worker of the City of Arcadia who has ~~been employed by the~~

City for 12 consecutive months successfully completed the applicable probationary period.

2. Layoff – Permanent separation from employment with the City as a result of a work reduction.
3. Performance – The rating received by the employee from the City of Arcadia's evaluation process. For the purposes of layoffs, seniority will only be disregarded if an employee's overall performance evaluation rating in any one of the last 3 years is below proficient. In such case, the layoff shall be based upon performance.
4. Work Reduction – A decrease in the level of service or amount of product output by the City.

ARTICLE XX PERSONNEL FILES

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

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

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

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

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

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

Section C. WRITTEN REPRIMAND REVIEW

The City agrees to a non-binding review of written reprimands for unit ~~members~~employees by the Human Resources ~~Administrator~~Director or designee.

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

action. Appeals of disciplinary actions are covered by the City's Personnel Rules and Regulations.

- e. The procedure is not to be used to challenge examinations or appointment to positions. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

Section B. TIMELINESS

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

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

Section C. EMPLOYEE REPRESENTATION

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

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 their 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 their immediate supervisor, within 10 working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next level supervisor on the official City grievance form setting forth the following information:

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

A copy of the grievance shall be provided to the Human Resources ~~Division of the Administrative Services~~ 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 ~~Head-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~~Director.

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

3. Human Resources ~~Administrator-Director~~

If the employee is not in agreement with the decision reached by the Department ~~Head~~Director, within 10 working days after receiving the Department ~~Head~~Director'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 ~~Administrator-Director~~ on the official City grievance form.

The Human Resources ~~Administrator-Director~~ may require the employee and the immediate supervisor to attend a grievance meeting. The Human Resources ~~Administrator-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 ~~Administrator-Director~~ or if the Human Resources ~~Administrator-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 ~~Administrator's~~ Director's decision or 20 days from the date the Human Resources ~~Administrator-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 ~~Division of the Administrative Services~~ Department and the other party. The Human Resources ~~Division of the Administrative Services~~ Department will issue the subpoenas. The Human Resources ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.

5. Payment of Employee Witnesses

Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.

6. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- d. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- e. Irrelevant and unduly repetitious evidence may be excluded.
- f. The Human Resources Commission shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by

the Commission shall not be invalidated by any informality in the proceedings.

- g. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- h. The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.

7. Burden of Proof

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

8. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. Any request for a continuance must be made in writing and submitted prior to the hearing to all parties. Before requesting a continuance, the moving party shall contact all parties to determine if there is any opposition to the continuance and shall state in its request if there is opposition.

9. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

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

10. Presentation of the Case

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

- a. The Chair of the Human Resources Commission (“Chair”) shall announce the issues after a review of the statement of issues presented by each party.
- b. The grievant (employee) shall be permitted to make an opening statement.
- c. The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.
- d. The grievant shall produce their evidence.
- e. The respondent may then offer its evidence.
- f. The grievant followed by the respondent may offer rebutting evidence.
- g. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof shall

have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

11. Procedure for the Parties

The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair ~~of the Human Resources Commission~~. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the 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 ~~Administrator~~ 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 ~~Head~~ Director.

ARTICLE XXII DISCIPLINARY ACTIONS

Section A. SUSPENSION, SALARY REDUCTION, DEMOTION AND DISMISSAL

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

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

Probationary employees are subject to demotion or dismissal without cause or right to a hearing.

Section B. NOTIFICATION AND APPEAL PROCEDURE

Full-Time Unclassified Positions

Assistant City Clerk
City Clerk Technician
Deputy City Clerk

Part-Time Benefited Positions

Information Systems Specialist
Librarian
Library Technician I & II
Museum Education Coordinator
Office Assistant
Senior Citizen Project Specialist
Senior Citizen Program Specialist
Senior Library Technician

ARTICLE XXIV FULL UNDERSTANDING

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

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

For the life of this agreement it is agreed and understood that the Association hereto voluntarily 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. The parties may mutually agree in writing to meet and confer on any subject contained in this agreement during the life of this Agreement.

Section B. The parties hereto have caused the Memorandum of Understanding to be executed this 24th day of September 2024.

ARCADIA CITY EMPLOYEES
ASSOCIATION

CITY OF ARCADIA

~~Cara Wilhelm~~Anabel Carrillo
President

Dominic Lazzaretto
City Manager

20241 – 20274 NEGOTIATION TEAMS

ACEA NEGOTIATION TEAMS

~~Margaret Lindstrom~~Anabel Carrillo,
~~Member-at-Large~~President

~~Anabel Carrillo~~Johnathan Doojphibulpol,
~~Vice President~~Treasurer

Stevy Acevedo,
Director

Alicia Salce,
~~Director~~Treasurer

~~Jill Perumean~~Ali Doudar,
~~Secretary~~Member-At-Large

~~Gara Wilhelm~~Stephanie Pruhs,
~~ACEA President~~Member-At-Large

~~Shelly Polifka~~Victoria De Frank,
~~ACEA Vice-President~~CEA Attorney

CITY REPRESENTATIVES

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

~~Henry Chen~~Hue Quach,
~~Interim~~ *Administrative Services
Director*

~~Anely Williams~~Shama Curian,
~~Interim~~ *Human Resources
Administrator*Director

~~Sairy Stepanian~~Cecilia Todd,
Senior Human Resources Analyst

Laura Drottz Kalty,
LCW Attorney

RESOLUTION NO. 7597

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

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

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

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

[SIGNATURES ON THE NEXT PAGE]

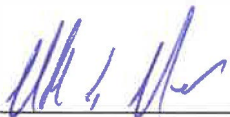
Passed, approved, and adopted this 24th day of September, 2024.

Mayor of the City of Arcadia

ATTEST:

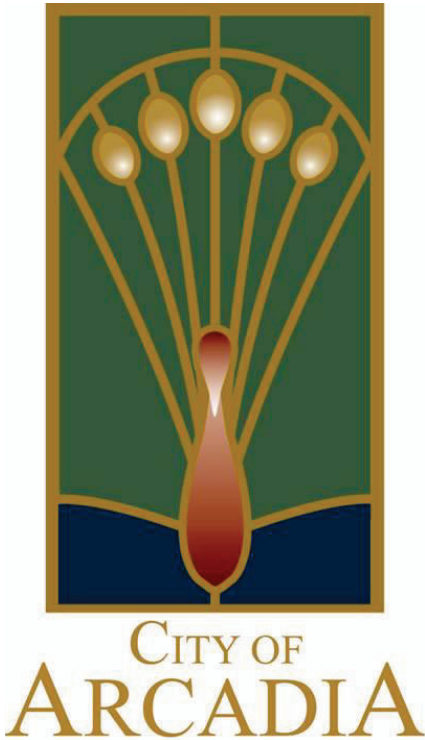
City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

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



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

Contents

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

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

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

Article I.

Section A. PARTIES AND RECOGNITION

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

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

- Firefighter
- Firefighter Paramedic
- Fire Engineer
- Fire Captain

Section C. MUTUAL RECOMMENDATION

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

Article II.

Section A. TERM

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

Section B. MAINTENANCE OF BENEFITS

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

Section C. SAVINGS CLAUSE

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

Section D. STATE AND FEDERAL LAWS

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

ARTICLE III. ASSOCIATION RIGHTS

Section A. RIGHT TO JOIN

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

Section B. USE OF BULLETIN BOARDS

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

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

Section C. NEW EMPLOYEE ORIENTATION

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

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

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

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

Section D. ACCESS TO FACILITIES

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

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

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

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

Section E. REASONABLE NOTICE

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

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

Article IV. MANAGEMENT RIGHTS

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

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

Article V. COMPENSATION

Section A. CLASSIFICATIONS/SURVEYS/STUDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section C. EDUCATIONAL INCENTIVE COMPENSATION

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

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

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

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

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

Section D. STEP INCREASE PERCENTAGES

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

Section E. FIRE PREVENTION BUREAU ASSIGNMENT

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

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

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

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

Section F. CAPTAIN II COMPENSATION

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

Section G. ADMINISTRATIVE/TRAINING CAPTAIN COMPENSATION

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

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

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

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

Section H. URBAN SEARCH AND RESCUE COMPENSATION (USAR)

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

Section I. OUT OF RANK PARAMEDIC COMPENSATION

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

Section J. COMPANY OFFICER COMPENSATION

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

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

Section K. SPECIAL ASSIGNMENT COMPENSATION

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

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

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

Section L. MOVIE DETAIL

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

Article VI. OVERTIME

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

Section A. FAIR LABOR STANDARDS ACT

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

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

Section B. MINIMUM CREDIT AND EMERGENCY RECALL

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

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

Section C. SHIFT EXCHANGES

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

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

Section D. EARLY RELIEF

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

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

Section E. SHIFT SCHEDULE

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

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

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

Article VII. LONGEVITY PAY

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

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

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

Article VIII. RETIREMENT

Section A. EMPLOYEES HIRED PRIOR TO JULY 1, 2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Special compensation items shall be reported to CalPERS in accordance with applicable law, and
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of 0.22%. The cost-sharing arrangement will be implemented as follows:
 - a. Employees will pay 0.11% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.11% of PERSable compensation to CalPERS retirement.

Article IX. RETIREE MEDICAL

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

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

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

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

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

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

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

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

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

Section C. RETIREE MEDICAL TRUST

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

1. Contributions to the PORAC Retiree Medical Trust

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

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

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

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

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

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

Section A. CONTRIBUTIONS

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

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

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

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

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

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

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

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

*Numbers used in this example are 2024 rates.

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

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

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

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

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

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

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

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

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

Article XI. DISABILITY INCOME INSURANCE

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

ARTICLE XII. UNIFORMS

Section A. UNIFORM SUPPLY

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

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

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

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

Section B. UNIFORM REPLACEMENT PROGRAM

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

1. Shirts
2. Trousers
3. Work Jacket

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

Section C. SAFETY SHOES

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

Section D. RETURN OF UNIFORMS

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

Section E. UNIFORM REPORTING

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

Article XIII. TUITION ADVANCEMENT/ REIMBURSEMENT

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

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

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

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

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

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

Article XIV. LEAVES

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

Section A. POWER TO GRANT LEAVES

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

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

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

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

Section B. MILITARY LEAVE

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

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

Section C. VACATION LEAVE

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

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

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

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

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

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

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

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

Section D. SICK LEAVE

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

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

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

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

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

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

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

Unused Sick Leave:

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

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

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

Section E. **BEREAVEMENT LEAVE**

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

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

Section F. WORKERS' COMPENSATION

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

Section G. HOLIDAYS

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

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

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

Each holiday listed above is 12 hours or ½ shift.

Section H. JURY LEAVE

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

Section I. WITNESS LEAVE

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

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

Section J. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

Section K. UNION LEAVE

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

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

Article XV. PROBATIONARY PERIOD

Section A.

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

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

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

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

Section B.

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

Section C.

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

Section D.

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

Article XVI. EMT-1 CERTIFICATION

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

Article XVII. NO SMOKING POLICY

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

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

Article XVIII. RESPONSE TIME

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

Article XIX. STAFFING

Section A. DAILY STAFFING LEVELS

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

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

Notes:

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

Section B. STRIKE TEAM REST PERIOD

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

Article XX. WELLNESS PROGRAM

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

Article XXI. EMPLOYEE GRIEVANCES

Section A. DEFINITIONS

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

Section B. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

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

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

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

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

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

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

Section C. TIMELINESS

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

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

Section D. EMPLOYEE REPRESENTATION

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

Section E. INFORMAL GRIEVANCE PROCEDURE

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

Section F. FORMAL GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

Section G. APPEAL TO HUMAN RESOURCES COMMISSION

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

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

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

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

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

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

Irrelevant and unduly repetitious evidence may be excluded.

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

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

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

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

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

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

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

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

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

The grievant shall produce his/her evidence.

The respondent may then offer its evidence.

The grievant followed by the respondent may offer rebutting evidence.

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

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

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

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

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

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

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

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

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

ARTICLE XXII. FULL UNDERSTANDING

Section A.

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

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

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

Section B.

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

ARCADIA FIRE FIGHTERS' ASSOCIATION

CITY OF ARCADIA

Jonathan Ansell
President

Dominic Lazzaretto
City Manager

2024 – 2027 NEGOTIATION TEAMS

AFFA NEGOTIATING TEAM

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

CITY REPRESENTATIVES

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

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

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

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

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

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

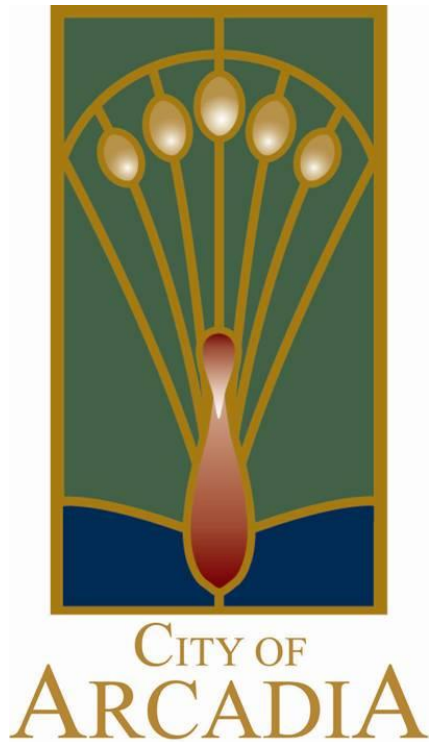
Salaries are effective the beginning of the pay period containing July 1, 2025

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

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

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

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



**MEMORANDUM OF UNDERSTANDING
JULY 1, 20241- JUNE 30, 20274**

Contents

ARTICLE I.	.....	1
Section A.	PARTIES AND RECOGNITION.....	1
Section B.	APPROPRIATE UNIT.....	1
Section C.	MUTUAL RECOMMENDATION.....	1
ARTICLE II.	.....	1
Section A.	TERM.....	1
Section B.	MAINTENANCE OF BENEFITS.....	1
Section C.	SAVINGS CLAUSE.....	2
Section D.	STATE AND FEDERAL LAWS.....	2
ARTICLE III.	ASSOCIATION RIGHTS.....	2
Section A.	RIGHT TO JOIN.....	2
Section B.	USE OF BULLETIN BOARDS.....	2
Section C.	NEW EMPLOYEE ORIENTATION.....	2
Section D.	ACCESS TO FACILITIES.....	3
Section E.	REASONABLE NOTICE.....	3
ARTICLE IV.	MANAGEMENT RIGHTS.....	4
ARTICLE V.	COMPENSATION.....	4
Section A.	CLASSIFICATIONS/SURVEYS/STUDIES.....	4
Section B.	PROMOTION AND/OR ADVANCEMENT IN RATE OF COMPENSATION.....	5
Section C.	EDUCATIONAL INCENTIVE COMPENSATION.....	6
Section D.	STEP INCREASE PERCENTAGES.....	7
Section E.	FIRE PREVENTION BUREAU ASSIGNMENT.....	7
Section F.	CAPTAIN II COMPENSATION.....	8
Section G.	ADMINISTRATIVE/TRAINING CAPTAIN COMPENSATION.....	8
Section H.	URBAN SEARCH AND RESCUE COMPENSATION (USAR).....	8
Section I.	OUT OF RANK PARAMEDIC COMPENSATION.....	9
Section J.	COMPANY OFFICER COMPENSATION.....	9
Section K.	SPECIAL ASSIGNMENT COMPENSATION.....	9
Section L.	MOVIE DETAIL.....	10
ARTICLE VI.	OVERTIME.....	10
Section A.	FAIR LABOR STANDARDS ACT.....	10

Section B.	MINIMUM CREDIT AND EMERGENCY RECALL	10
Section C.	SHIFT EXCHANGES	10
Section D.	EARLY RELIEF.....	11
Section E.	SHIFT SCHEDULE	11
ARTICLE VII.	LONGEVITY PAY.....	11
ARTICLE VIII.	RETIREMENT	12
Section A.	EMPLOYEES HIRED PRIOR TO JULY 1, 2011	12
Section B.	EMPLOYEES HIRED ON OR AFTER JULY 1, 2011 BUT BEFORE OCTOBER 9, 2011	14
Section C.	EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CALPERS MEMBERS.....	16
Section D.	NEW CALPERS MEMBERS HIRED AFTER JANUARY 1, 2013	18
ARTICLE IX.	RETIREE MEDICAL.....	19
Section A.	RETIREE MEDICAL– EMPLOYEES HIRED PRIOR TO JULY 1, 2011	19
Section B.	RETIREE MEDICAL FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2011	21
Section C.	RETIREE MEDICAL TRUST.....	21
ARTICLE X.	HEALTH, DENTAL, VISION, LIFE INSURANCE, AND DEFERRED COMPENSATION	22
Section A.	CONTRIBUTIONS	22
ARTICLE XI.	DISABILITY INCOME INSURANCE	24
ARTICLE XII.	UNIFORMS	24
Section A.	UNIFORM SUPPLY	24
Section B.	UNIFORM REPLACEMENT PROGRAM.....	25
Section C.	SAFETY SHOES.....	25
Section D.	RETURN OF UNIFORMS	25
Section E.	UNIFORM REPORTING	25
ARTICLE XIII.	TUITION ADVANCEMENT/ REIMBURSEMENT	26
ARTICLE XIV.	LEAVES	27
Section A.	POWER TO GRANT LEAVES	27
Section B.	MILITARY LEAVE	28
Section C.	VACATION LEAVE	28
Section D.	SICK LEAVE	30

Section E.	BEREAVEMENT LEAVE	33
Section F.	WORKERS' COMPENSATION	33
Section G.	HOLIDAYS.....	34
Section H.	JURY LEAVE	34
Section I.	WITNESS LEAVE	34
Section J.	UNAUTHORIZED ABSENCE.....	34
Section K.	UNION LEAVE	35
ARTICLE XV.	PROBATIONARY PERIOD	35
Section A.	.....	35
Section B.	.....	35
Section C.	.....	36
Section D.	.....	36
ARTICLE XVI.	EMT-1 CERTIFICATION	36
ARTICLE XVII.	NO SMOKING POLICY	36
ARTICLE XVIII.	RESPONSE TIME	36
ARTICLE XIX.	STAFFING.....	37
Section A.	DAILY STAFFING LEVELS	37
Section B.	STRIKE TEAM REST PERIOD	37
ARTICLE XX.	WELLNESS PROGRAM	38
ARTICLE XXI.	EMPLOYEE GRIEVANCES	38
Section A.	DEFINITIONS	38
Section B.	EXCLUSIONS FROM THE GRIEVANCE PROCEDURE	38
Section C.	TIMELINESS.....	39
Section D.	EMPLOYEE REPRESENTATION.....	39
Section E.	INFORMAL GRIEVANCE PROCEDURE.....	39
Section F.	FORMAL GRIEVANCE PROCEDURE	39
Section G.	APPEAL TO HUMAN RESOURCES COMMISSION	41
ARTICLE XXII.	FULL UNDERSTANDING	46
Section A.	.....	46
Section B.	.....	46
2024 – 2027 NEGOTIATION TEAMS	.....	47

Article I.

Section A. PARTIES AND RECOGNITION

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

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

- Firefighter
- Firefighter Paramedic
- Fire Engineer
- Fire Captain

Section C. MUTUAL RECOMMENDATION

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

Article II.

Section A. TERM

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning July 1, 202~~4~~⁴ and ending on June 30, 202~~7~~⁴.

Section B. MAINTENANCE OF BENEFITS

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

Section C. SAVINGS CLAUSE

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

Section D. STATE AND FEDERAL LAWS

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

ARTICLE III. ASSOCIATION RIGHTS

Section A. RIGHT TO JOIN

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

Section B. USE OF BULLETIN BOARDS

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

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

Section C. NEW EMPLOYEE ORIENTATION

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

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

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

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

Section D. ACCESS TO FACILITIES

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

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

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

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

Section E. REASONABLE NOTICE

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

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

Article IV. MANAGEMENT RIGHTS

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

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

Article V. COMPENSATION

Section A. CLASSIFICATIONS/SURVEYS/STUDIES

The City agrees to increase AFFA base salaries of classifications covered by this MOU as follows: in the amount of 3% effective July 1, 2021, 4% effective July 1, 2022, and 5% effective July 1, 2023.

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

The salary schedules for classifications covered by this MOU are set forth on Exhibit "A" and incorporated herein. ~~Retro increases will be given to COLA base pay and only to those unit members on City payroll as of the date of ratification of this agreement.~~

~~Each AFFA member on City payrolls as of the date of ratification of this agreement shall receive a one-time non-PERSable bonus of \$1,400.~~

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

~~The City's last Labor Market Salary Survey was completed December 2020. Should a Labor Market Survey be conducted, The survey utilized a labor market for the City, which included it would include~~ fire service salary data for the County of Los Angeles, and the cities of Alhambra, Burbank, Downey, Monrovia, Monterey Park, Pasadena, ~~Redondo Beach~~Glendale and West Covina.

~~In the event that one or more of the above cities discontinues operating a City fire department, the following cities, in this order, shall be used to replace any such city: 1) Culver City and 2) Manhattan Beach.~~

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

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

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

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

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

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

Step A to Step C: 6 months

All other Steps: 12 months

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

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

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

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

Section C. EDUCATIONAL INCENTIVE COMPENSATION

~~During the term of this contract, both parties agree to meet and confer on the issue of eliminating individual assignment pays and special assignment stipends and building all into single position/class ranges. However, there will be no changes to the MOU language and/or practice unless both parties mutually agree.~~

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

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

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

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

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

Section D. STEP INCREASE PERCENTAGES

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

Section E. FIRE PREVENTION BUREAU ASSIGNMENT

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

~~During the term of this Agreement, n~~Non-shift (40-hour workweek) Firefighter personnel assigned to the Fire Prevention Bureau as a Deputy Fire Marshal shall be paid at the same salary range as Fire Captain.

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

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

Section F. CAPTAIN II COMPENSATION

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

Section G. ADMINISTRATIVE/TRAINING CAPTAIN COMPENSATION

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

~~During the term of this Agreement a~~ A Fire Captain with an Associate Degree or equivalent, assigned by the Fire Chief to be an Administrative/Training Captain shall receive **\$255** per pay period in addition to their base salary during the period of the assignment as the Administrative Captain.

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

Section H. URBAN SEARCH AND RESCUE COMPENSATION (USAR)

~~Effective July 1, 2021, any represented employee who meets the State Office of Emergency Services minimum training standards for Type I Urban Search and Rescue shall receive \$68.00 per pay period in addition to their base salary.~~

~~Effective July 1, 2022, any represented employee who meets the State Office of Emergency Services minimum training standards for Type I Urban Search and Rescue shall receive \$86.00 per pay period in addition to their base salary.~~

~~Effective July 1, 2023, a~~ Any represented employee who meets the State Office of Emergency Services minimum training standards for Type I Urban Search and Rescue shall receive **\$104.00** per pay period in addition to their base salary.

Section I. OUT OF RANK PARAMEDIC COMPENSATION

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

Section J. COMPANY OFFICER COMPENSATION

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

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

Section ~~K~~J. SPECIAL ASSIGNMENT COMPENSATION

~~Effective the beginning of the pay period following Council adoption of this MOU, the A maximum number of ~~40 members-employees~~ represented by this Agreement who perform special assignments as identified by the Fire Chief shall increase from 10 to 12 and compensation for special assignments shall increase from ~~receive~~ **\$25** per pay period to \$200 per month.~~

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

Section ~~L~~K. MOVIE DETAIL

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

Article VI. OVERTIME

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

Section A. FAIR LABOR STANDARDS ACT

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

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

Section B. MINIMUM CREDIT AND EMERGENCY RECALL

No overtime credit shall be allowed for any period less than one-quarter hour, provided that an employee who is recalled back to work after completing a day's work, including any overtime, shall receive a minimum credit of one hour at time and one-half at their hourly rate. Emergency Recall for sworn classifications shall receive a minimum credit of 2 hours overtime at the employee's hourly rate. This also includes members who have reported for duty under normal hiring procedures.

Section C. SHIFT EXCHANGES

Unit ~~members~~employees may voluntarily trade shifts among themselves. While the employees' supervisors must approve the shift trade in writing, no supervisor will require, reward or otherwise compel employees to trade shifts. An employee may refuse to participate in any shift trade without explanation.

Supervisors establish the employees' schedules to meet the needs of the Department and therefore, shift trading is exclusively for the employees' convenience.

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

Section D. EARLY RELIEF

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

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

Section E. SHIFT SCHEDULE

For periods of time that the Fair Labor Standards Act applies to employees in classifications covered by this Agreement, any such employee who is required to work in excess of the standard hours established by the Act (192 hours in a 24-day period, subsection 7(k) FLSA) shall be compensated at the rate of time and one-half the employee's regular rate of pay, provided that the employee is not otherwise exempt. Computation of overtime and payment for overtime shall comply with the Department of Labor regulations.

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

Article VII. LONGEVITY PAY

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

<u>Completed Years of Continuous Service</u>	<u>Amount/Pay Period</u>
5-9 Years	\$42.02 <u>92.31</u>
10-14 Years	\$63.04 <u>138.46</u>
15-19 Years	\$84.06 <u>184.62</u>
20+ Years	\$230.77 <u>369.23</u>

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

Article VIII. RETIREMENT

Section A. EMPLOYEES HIRED PRIOR TO JULY 1, 2011

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

1. 3% at age 50 retirement formula (Government Code §21362.3).
2. Single highest year final compensation Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code § 20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivors Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code § 21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
9. Provided the employee signs a waiver releasing and holding the City harmless from any liability whatsoever, the City agrees to allow members to

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

10. Special compensation items shall be reported to CalPERS in accordance with applicable law.
11. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. The cost-sharing arrangement will be implemented as below.
12. Employees will continue to pay 9% of PERSable compensation for CalPERS retirement. Employees will also continue to contribute an the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution cost share for CalPERS retirement through a phase-in approach, as follows: The cost share amount is separate from, and in addition to, the 9% required member contribution.
 - ~~a. Effective July 1, 2021, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.~~
 - ~~b. Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.~~
 - ~~c. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount equal to 1%, of compensation earnable towards the employer PERS contribution, for a total of 12%.~~
13. The City shall continue to pay the full cost of the employees' normal member contribution to CalPERS of 9% (EPMC) and shall continue to report that as additional compensation pursuant to Government Code §20636(c)(4). Further, said amount will be allocated to the employee's retirement account.

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

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

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

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

1. 3% at age 50 retirement formula (Government Code §21362.3).
2. Single highest year final compensation Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code § 20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivors Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code § 21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. Employee will pay the full 9% member contribution to CalPERS on a pre-tax basis via payroll deduction.

9. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution cost share for CalPERS retirement through a phase-in approach as listed below. The cost share amount is separate from, and in addition to, the 9% required member contribution described in Subsection 8 above. The employee cost share amount will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Government Code Section 20516(f). In the event that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects of that change.

~~a. Effective July 1, 2021, each Classic Member employee shall contribute a cost share amount equal to 1% of compensation earnable towards the employer PERS contribution.~~

~~b. Effective July 1, 2022, each Classic Member employee shall contribute an amount equal to 1% of compensation earnable towards the employer PERS contribution, for a total additional cost share amount of 2%.~~

~~c. Effective July 1, 2023, each Classic Member employee shall contribute an amount equal to 1% of compensation earnable towards the employer PERS contribution, for a total additional cost share amount of 3%.~~

10. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.

11. Provided the employee signs a waiver releasing and holding the City harmless from any liability whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) towards the pre-tax payroll deduction plan for service credit purchases.

12. Special compensation items shall be reported to CalPERS in accordance with applicable law.

13. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the

parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .22%. the cost-sharing arrangement will be implemented as follows:

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

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

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

1. 3% at age 55 retirement formula (Government Code §7522.25).
2. A 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivor's Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. Employees will pay the full 9% member contribution to CalPERS on a pre-tax basis via payroll deduction.
9. Employees will also continue to contribute the additional cost share amount equal to 3% of compensation earnable towards the employer PERS contribution~~cost share for CalPERS retirement through a phase-in approach as listed below~~. The cost share amount is separate from, and in addition to, the 9% required member contribution described in Subsection 8 above. The employee cost share amount will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). The parties recognize that the IRS has yet to take a

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

~~a. Effective July 1, 2021, each Classic Member employee shall contribute a cost share amount equal to 1% of compensation earnable towards the employer PERS contribution.~~

~~b. Effective July 1, 2022, each Classic Member employee shall contribute an amount equal to 1% of compensation earnable towards the employer PERS contribution, for a total additional cost share amount of 2%.~~

~~c. Effective July 1, 2023, each Classic Member employee shall contribute an amount equal to 1%, of compensation earnable towards the employer PERS contribution, for a total additional cost share amount of 3%.~~

10. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.

11. Provided the employee signs a waiver releasing and holding the City harmless from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.

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

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

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

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

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

1. 2.7% at age 57 retirement formula (Government Code §7522.25).
2. A 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for unused sick leave (Government Code §20965).
5. 1959 Survivors Benefit for which each employee contributes \$0.93 per pay period.
6. Fourth level 1959 Survivor's Benefit increased allowance (Government Code §21574).
7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit.
8. Employee will pay 50% of the normal cost, currently 13.25% member contribution to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases.
10. Provided the employee signs a waiver releasing and holding the City harmless from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) towards the pre-tax payroll deduction plan for service credit purchases.
11. Special compensation items shall be reported to CalPERS in accordance with applicable law, and
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), employees agree to cost share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in

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

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

Article IX. RETIREE MEDICAL

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

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

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

1. An “eligible retiree” is a sworn unit ~~member-employee~~ who retires on a service, disability, or industrial disability retirement and has 1,500 hours of accumulated sick leave at the date of retirement. An employee who has fewer than 1,500 hours of accumulated sick leave at the date of retirement may become eligible for coverage for the employee and spouse health insurance premium by paying the City an amount equal to their daily pay rate at the time of retirement times the number of days needed to meet the 1,500 hours of accumulated sick leave requirement. There are 3 conditions for employees to be eligible to exercise this buyback provision:

- a. The employee must be at least 50 years old.
- b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years, and
- c. The employee is limited to purchasing a maximum of 500 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 500 hours will be excused.

2. 40-Hour Week Schedule. A unit ~~member-employee~~ assigned to a 40-Hour week schedule who retires on a service, disability, or industrial disability retirement and has 1,000 hours of accumulated sick leave at the date of retirement, is also an "eligible retiree." An employee in the 40-hour week who has fewer than 1,000 hours of accumulated sick leave at the date of retirement may become eligible for coverage for employee and spouse health insurance premium by paying the City an amount equal to their hourly pay rate at the time of retirement times the number of hours needed to meet the 1,000 hours of accumulated sick leave requirement. There are 3 conditions for an employee assigned to a 40-hour workweek to be eligible to exercise this buyback provision:

- a. The employee must be at least 50 years old.
- b. The employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years, and
- c. The employee is limited to purchasing a maximum of 350 hours of sick leave; provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 350 hours will be excused.

~~In addition, the eligible employee must apply prior to retirement for such coverage through Human Resources.~~ The Association shall notify Human Resources in the event of the death of a retired member.

In order to be eligible for retiree health coverage, the employee, and if applicable, the employee's spouse, must be enrolled in CalPERS retiree medical ~~a City-sponsored health plan as of the retiree's last day of work~~ and maintain eligibility to continue in the CalPERS Health Program as stipulated by ~~the Health Program~~ CalPERS.

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

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

Section C. RETIREE MEDICAL TRUST

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

1. Contributions to the PORAC Retiree Medical Trust
 - a. Employer Contributions. The City will transfer to the PORAC Retiree Medical Trust a monthly pre-tax employer contribution on \$151.00 for each employee working in the bargaining unit represented by the Association, on an ongoing twice monthly (24 times per year) basis of \$75.50, in perpetuity.
 - b. Employee Contributions. The City will deduct from each paycheck (24 times per year) and remit to the Trust a pre-tax employee contribution for each employee working in the bargaining unit represented by the Association. The amount will be specified in writing to the City by the Association, and each employee will contribute the same predetermined dollar amount.
2. The City will comply with reasonable rules set by the Trust Office with regard to reporting and transferring the required contributions set forth above typically involving providing the Trust Office with the name, social security, number and amount paid for each employee. In the event the reporting requirement of the Trust requires reporting beyond that which the City typically provides for other similar purposes (health insurance, the City may require the Association to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the City will secure the Association's authorization.
3. The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operating of the PORAC RMT, except for the obligation of the City to make and report the

non-elective transfer of employee contributions and employer contributions as described above.

4. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.
5. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any of the City health insurance funding programs, unless changed by mutual written agreement of the parties. The contributions made by the employer as set forth above shall not be included as salary for purpose of calculating pension benefits.
6. Employer contributions can only be increased by mutual written recommendation between the City and the Association.

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

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

Section A. CONTRIBUTIONS

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

1. CalPERS Health Program. The City will contribute the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum employer contribution required pursuant to Government Code §22892(b) ("PEMHCA Minimum Contribution") per month per employee for health insurance. The PEMHCA minimum is included within the City's contribution.
2. Dental Insurance – mandatory enrollment. The City will contribute the employee only cost for DeltaCare USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional benefits allocation.

3. Optional Benefits. Subject to the limits set forth herein, the City shall contribute the remaining amount of employee’s health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

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

- a. Single employees without dependents, hereinafter referred to as “Employee Only,” shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, toward the cost of premiums not to exceed **\$653,775**/month.
- b. Employees with one qualified dependent hereinafter referred to as “Employee + 1” shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, towards the cost of premiums not to exceed **\$1,158,155**/month.
- c. Employees with two or more qualified dependents, hereinafter referred to as “Family,” shall receive a contribution from the City, inclusive of the Minimum Contribution and Dental Contribution, towards the cost of premiums not to exceed **\$1,460,200**/month.

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

	<u>Employee Only</u>	<u>Employee + 1</u>	<u>Family</u>
PEMHCA minimum*	\$ <u>143,157.00</u> *	\$ <u>143,157.00</u> *	\$ <u>143,157.00</u> *
Minimum Dental	\$ <u>16.409</u> *	\$ <u>16.4093</u> *	\$ <u>16.9340</u> *
Optional Benefits	\$ <u>601,60493.07</u>	\$ <u>1,376,60998.07</u>	
	<u>\$1,300,071,826.60</u>		
Total	<u>\$653,775.00</u>	<u>\$1,158,155.00</u>	
	<u>\$1,460,200.00</u>		

*Numbers used in this example are 20241 rates.

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

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

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

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

4. Life Insurance. ~~As soon as practical with the insurance carrier, the City shall provide a \$75,000~~As soon as practical with the insurance carrier, the City shall provide a \$25,000 life insurance ~~and \$50,000~~ accidental death and dismemberment benefit for eligible employees.

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

5. Vision Plan. The City shall provide each employee with a vision plan, with the City paying the premium up to the cost of the family plan. The vision plan will be Vision Service Plan, Option B.

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

~~During the term of this agreement, the~~ City shall contribute to each employee's IRC 457 Deferred Compensation Account in the following amounts:

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

Article XI. DISABILITY INCOME INSURANCE

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

ARTICLE XII. UNIFORMS

Section A. UNIFORM SUPPLY

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

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

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

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

Section B. UNIFORM REPLACEMENT PROGRAM

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

1. Shirts
2. Trousers
3. Work Jacket

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

Section C. SAFETY SHOES

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

Section D. RETURN OF UNIFORMS

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

Section E. UNIFORM REPORTING

The City shall report **\$25.19** per pay period to CalPERS as special compensation for department issued uniforms to the extent permitted by law. "New Members" as defined under the Public Employees' Pension Reform Act

of 2013 will not have the value of the uniforms reported as special compensation.

Article XIII. TUITION ADVANCEMENT/ REIMBURSEMENT

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

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

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

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

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

The City reserves the right to investigate any school and approve or deny it for advancement or reimbursement if such action appears warranted.

Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the City Manager to be non-job related.

Article XIV. LEAVES

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

Section A. POWER TO GRANT LEAVES

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

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

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

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

Section B. MILITARY LEAVE

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

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

Section C. VACATION LEAVE

~~During the course of this MOU, both parties agree to meet and confer on the issue of eliminating the vacation and sick leave accrual banks and creating a single leave bank of Paid Time Off. However, there will be no changes to the MOU language and/or practice unless both parties mutually agree.~~

1. Employees assigned to a 24 hour shift schedule in the classification of Firefighter, Firefighter Paramedic, Fire Engineer and Fire Captain with the exception of temporary appointments, shall accumulate vacation leave beginning with the first full pay period of employment, at the rates shown below. ~~of 7.384 hours per pay period during the first five years of continuous full-time employment with the City (8.0 shifts per year); at the rate of 8.307 hours per pay period between the employee's fifth and tenth anniversary date of continuous full-time employment; at the rate of 10.153 hours per pay period between the employee's tenth and fifteenth anniversary date of continuous full-time employment; and at the rate of 11.076 hours per pay period after the completion of fifteen years of continuous full-time employment with the City (12 shifts per year).~~ For employees assigned to 24-hour shifts, a "day" means 12 hours or one-half (1/2) shift.

<u>Years of Service</u>	<u>Accrual Rate (hours/pay period)</u>	<u>Hours Accrued in a Year</u>	<u>Max Accrual</u>
-------------------------	--	--------------------------------	--------------------

<u>0-5 Years</u>	<u>7.384</u>	<u>191.984</u>	<u>287.976</u>
<u>6-10 Years</u>	<u>8.307</u>	<u>215.982</u>	<u>323.973</u>
<u>11-15 Years</u>	<u>10.153</u>	<u>263.978</u>	<u>395.967</u>
<u>15+ Years</u>	<u>11.076</u>	<u>287.976</u>	<u>431.964</u>

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

- Sworn employees assigned to a 40-hour week schedule, with the exception of temporary appointments, shall accumulate vacation leave with pay beginning with the first full pay period of employment at the rates shown below. A Fire Captain assigned by the Fire Chief as Administrative Captain shall accrue the per-pay-period vacation amounts shown below and up to the Maximum Accrual shown in #1 above for the duration of the Administrative Captain assignment, of 4.61 hours per pay period during the first ten years of continuous full time employment with the City and at the rate 6.77 hours per pay period after the completion of ten years of continuous full time employment with the City.

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

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

- Accumulated vacation leave shall be granted at the discretion of the appointing power.
- ~~Vacation may not be accumulated beyond the amount accumulable for 65 pay periods. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employees' accrual has been reduced below this maximum amount.~~

5.4. When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or practice for that employee, the City Manager for good cause may approve excess accumulated vacation, provided the employee reduces this total below the allowable maximum within 6 months.

6.5. An employee who has previously requested and was granted approval of vacation leave for use during the last 3 months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next 3 months of the new calendar year, if rescheduling of the vacation leave is not possible.

7.6. Upon termination, vacation used shall be pro-rated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If an employee works more than 50% of the pay period, the employee shall receive credit for 50% of that pay period's vacation.

8.7. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his/her rate of compensation applicable at the time he/she leaves the City employ. If an employee works 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual. In an employee works less than 50% of the pay period, the employee accrues nothing.

Section D. SICK LEAVE

1. All employees in classifications represented by this Agreement with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City (6 shifts per year) or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 144 hours.
2. Paid sick leave will carry over each year of employment. Sworn employees may accumulate up to a maximum of 2,100 hours of sick leave. For employees assigned to 24 hours shifts, a "day" means 12 hours or one-half (1/2) shift.
3. Sick leave means paid authorized absence from duty of an employee due to one of the following:
 - a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
 - b. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, and employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian or a person who stood loco parentis when employee was

a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent; ~~or~~

c. For an employee who is a victim of domestic violence, sexual assault or stalking for the purposes described in Labor Code Section 230(c) and 230.1(a) ~~;~~ and/or,

~~c.d.~~ An employee may designate one additional person per 12-month period at the time the employee requests sick leave.

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

4. Kin Care Leave. In addition to the prescribed purposes of paid sick leave in section 3, an employee may use up to one-half of their annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care Leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stand loco parentis regardless of age or dependency), spouse, or registered domestic partner, and an employee may designate one additional person per 12-month period at the time the employee requests sick leave.
5. Sick leave may be used by an employee in accordance with sections 3 and 4 above. The minim increment of use of paid sick leave shall be 2 hours. Any employee when off-duty as a result of personal or family illness shall report the fact immediately to their supervisor, or to the officer then in charge at the department, giving the nature of the illness or circumstances relative to their absence.
6. The term "immediately" means that the employee or someone acting for the employee, shall notify the department as soon as it becomes apparent that the employee will not be able to report for duty.
7. Proof Of Illness. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the Fire Chief and the City Manager may require an employee to provide medical certification or evidence of the reason for any employee's sick leave absence that occurs after the employee has used five (5)3 days of paid sick leave in a year of

employment. If the employee fails to provide such evidence as required by the Fire Chief, and within the limit specified by the department, the absence will be charged to leave without pay.

8. Denial. The Fire Chief and City Manager may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.
9. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.

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

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

If an employee separates from employment with the City and is rehired within one year from separation, up to 8048 hours or 106 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.

Unused Sick Leave:

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

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

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

Section E. BEREAVEMENT LEAVE

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

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

Section F. WORKERS' COMPENSATION

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

Section G. HOLIDAYS

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

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

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

Each holiday listed above is 12 hours or ½ shift.

Section H. JURY LEAVE

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

Section I. WITNESS LEAVE

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

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

Section J. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

Section K. UNION LEAVE

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

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

Article XV. PROBATIONARY PERIOD

Section A.

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

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

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

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

Section B.

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

Section C.

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

Section D.

~~Any p~~Probationary period may be extended for up to six a one (6) - months ~~period with the approval of the Human Resources Administrator.~~

Article XVI. EMT-1 CERTIFICATION

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

Article XVII. NO SMOKING POLICY

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

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

~~Employees will also refrain from smoking marijuana or smoking products that contain marijuana while employed with the City of Arcadia. Failure to comply will result in disciplinary action as outlined in the City's Drug and Alcohol Policy.~~

Article XVIII. RESPONSE TIME

Due to the emergency requirements of prompt response time, all ~~members of the~~ unit employees are expected to return to work as soon as possible when required to respond to local emergencies. Employees shall be required to

make themselves available to emergency recall response within 12 hours of notification.

Article XIX. STAFFING

Section A. DAILY STAFFING LEVELS

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

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

Notes:

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

Section B. STRIKE TEAM REST PERIOD

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

Article XX. WELLNESS PROGRAM

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

Article XXI. EMPLOYEE GRIEVANCES

Section A. DEFINITIONS

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

Section B. EXCLUSIONS FROM THE GRIEVANCE PROCEDURE

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

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

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

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

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

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

Section C. TIMELINESS

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

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

Section D. EMPLOYEE REPRESENTATION

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

Section E. INFORMAL GRIEVANCE PROCEDURE

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

Section F. FORMAL GRIEVANCE PROCEDURE

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

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

- e. The resolution of the grievance at the informal stage.
- f. The remedy requested.

A copy of the grievance shall be provided to the Human Resources ~~Division of the Administrative Services~~ 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 ~~Head~~ 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~~ Director.

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

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

The Human Resources ~~Administrator~~ Director may require the employee and the immediate supervisor to attend a grievance meeting. The Human Resources ~~Administrator~~ 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 ~~Administrator~~ Director or if the Human Resources ~~Administrator~~ 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 ~~Administrator's~~ Director's decision or 20 days from the date the Human Resources ~~Administrator~~ Director received the grievance but failed to issue a decision.

Section G. APPEAL TO HUMAN RESOURCES COMMISSION

1. **Scheduling of Hearing.** Upon receipt of the request for an appeal, the City shall, within 30 days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than 20 working days nor more than 60 working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least 10 working days prior to the hearing.
2. **Public Hearings.** All hearings shall be open to the public.
3. **Pre-Hearing Procedure**
 - a. Subpoenas. The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources ~~Division of the Administrative Services~~ Department and the other party. The Human Resources ~~Division of the Administrative Services~~ Department will issue the subpoenas. The Human Resources ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ 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 ~~Division of the Administrative Services~~ Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.
5. **Payment of Employee Witnesses**. Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.
6. **Conduct of the Hearing**. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

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

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

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

Irrelevant and unduly repetitious evidence may be excluded.

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

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

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

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

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

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

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

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

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

The grievant shall produce his/her evidence.

The respondent may then offer its evidence.

The grievant followed by the respondent may offer rebutting evidence.

Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof, shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will

determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

11. **Procedure for the Parties.** The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair ~~of the Human Resources Commission~~. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the 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 ~~Administrator~~ 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 HeadDirector.

ARTICLE XXII. FULL UNDERSTANDING

Section A.

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

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

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

Section B.

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

ARCADIA FIRE FIGHTERS' ASSOCIATION

CITY OF ARCADIA

~~Brian Ursette~~ Jonathan Ansell
President

Dominic Lazzaretto
City Manager

2024~~1~~ – 2027~~4~~ NEGOTIATION TEAMS

AFFA NEGOTIATING TEAM

Jeff Bird, Firefighter/Paramedic

Richard Olivarez, Fire Captain

~~Drew Pryor~~~~Jacob Sutton~~, Fire Captain

~~John Britton Cole~~~~Jonathan Hernandez~~,
Fire Captain Fire Engineer

Brandon Moerke, Firefighter/Paramedic

Dave Brock, Advanced Corporations

CITY REPRESENTATIVES

Jason Kruckeberg,
Assistant City Manager/
Development Services Director

~~Henry Chen~~~~Hue Quach~~,
Interim Administrative Services
Director

~~Shama Curian~~~~Anely Williams~~,
Interim Human Resources
~~Administrator~~Director

~~Cecilia Todd~~~~Justine Bruno~~
~~Sr. Human Resources Analyst~~Deputy
City Manager

Sairy Stepanian,
Senior Human Resources Analyst

RESOLUTION NO. 7595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2024-25 GENERAL FUND OPERATING BUDGET AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$1,715,800 FOR COSTS ASSOCIATED WITH ADOPTION OF THE ARCADIA CITY EMPLOYEES' ASSOCIATION AND THE ARCADIA FIRE FIGHTERS' ASSOCIATION MEMORANDUMS OF UNDERSTANDING

WHEREAS, representatives of the City and representatives of the Arcadia City Employees' Association ("ACEA") and the Arcadia Fire Fighters' Association ("AFFA") have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and each of the two Associations have come to an agreement; and

WHEREAS, an appropriation is needed to fund the City's agreements with the ACEA and AFFA for the wages, hours, and working conditions as listed in the July 1, 2024, through June 30, 2027, portions of the Memorandums of Understanding ("MOU") between the City and the respective groups; and

WHEREAS, the Administrative Services Director has projected that there are funding sources available in the adopted General Fund Operating Budget to fund the additional appropriation needed for purposes of the agreement with the ACEA and AFFA.

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

SECTION 1. The sum of \$1,715,800 is hereby appropriated to the specified funds noted in the table below for the purposes of funding the agreement with the ACEA and AFFA.

Fund	Cost Center	Amount
Sewer	521-3306	\$ 15,300
Water	520-7201	\$ 67,800
Transit	154-4701	\$ 2,500
General Fund	001-XXXX	\$ 1,630,200
		\$ 1,715,800

SECTION 2. The Arcadia City Council finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.


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

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney