RESOLUTION NO. 2025-R80

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2027 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Firefighters' Association ("MPFFA") met and conferred regarding wages, hours and other terms and conditions of employment for contract years 2025-2027.

SECTION 2: Following such negotiations, the representatives drafted a successor Memorandum of Understanding ("MOU") for fiscal years 2025-2027. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, MPFFA informed the City that its members had ratified the MOU.

SECTION 4: After reviewing the MOU, the City Council adopts the MPFFA MOU for fiscal years 2025-27, which is attached as Exhibit A and incorporated by reference, retroactively effective July 1, 2025 and authorizes the City Manager to execute the MOU in a form approved by the City Attorney.

SECTION 5: *Severability.* If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 6: *Construction*. This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 7: *Effective Date*. This Resolution will become effective immediately upon adoption.

SECTION 8: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 9: The Mayor, or presiding officer, is authorized to affix its signature to this Resolution signifying its adoption by the City Council, and the City Clerk, or its duly appointed deputy, is directed to attest.

PASSED AND ADOPTED this 17th day of September, 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By:
Justin A. Tamayo, Assistant City Attorney

State of California)
County of Los Angeles) §
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2025-R80 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 17th day of September, 2025, by the following vote:

Ayes:	Council Members:	Ngo, Wong, Sanchez, Lo, Yang
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Dated this 17th day of September, 2025.

Maychelle Yee, City Clerk
Monterey Park, California



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF MONTEREY PARK

And

THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION

JULY 1, 2025 – JUNE 30, 2027

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
And
THE MONTEREY PARK FIREFIGHTERS' ASSOCIATION
48 Month Agreement: July 1, 2025 – June 30, 2027

PREAMBLE

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Firefighters' Association, hereinafter referred to as the "Recognized Employee Organization," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

A. The wages, hours and working conditions specified in this Memorandum shall constitute the wages, hours and working conditions for the term of this Agreement.

B. This agreement may be expanded further by the addition of provisions involving mandatory subjects of negotiations from 1) the City Personnel Rules and Regulations, 2) the Fire Department Rules and Regulations, and 3) the disciplinary procedures. Representatives of the City and the Recognized Employee Organization will meet as necessary to identify the above provisions and redraft them, if necessary, for incorporation into this Memorandum of Understanding. Upon completion of the committee review process, the negotiating parties will meet and attempt to agree upon the new provisions. Any agreements will be incorporated thereafter by reference into this Memorandum of Understanding. If no agreement is reached, the status quo will be continued, and there will be no incorporation into the M.O.U.

ARTICLE 2 - RECOGNITION

A. The Monterey Park Firefighters' Association is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classifications of Firefighter, Fire Engineer, and Fire Captain.

B. The City acknowledges the Recognized Employee Organization as the representative for employees in the Fire Department for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

C. This Memorandum does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

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ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire, transfer and promote or lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to determine and change methods or operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operation and the processes and materials to be employed.

ARTICLE 4 - EMPLOYER AND/OR EMPLOYEE RELATIONS

A. During the life of this Memorandum, all employees as described above in Article 2, Section A, shall have the right to join the Recognized Employee Organization, or to refuse or refrain from joining said organization.

B. Members of the Recognized Employee Organization may, by any reasonable method, select six (6) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:

   1. That no employee representative shall leave duty or workstation or assignment without specific approval by any authorized departmental management official.

   2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card. Deductions as authorized by the employees shall be deducted from earned wages or salaries each pay period. The City shall forward to the Recognized Employee Organization during the succeeding week all dues and/or initiation fees deducted from the employees.

D. The Recognized Employee Organization shall indemnify, defend, and hold the City harmless against any claim and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the foregoing provisions as set forth in Section C above.

E. The Recognized Employee Organization representatives, while on City property, shall abide by the City's safety rules and regulations.

F. Such individuals, after being excused from their regularly assigned duties by the Fire Chief or delegated representative, will be permitted to take reasonable time to discuss terms and conditions as set forth in this Memorandum.

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G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular rate of pay. However, no overtime will be paid by the City for time spent as set forth above, except if and when the employee is working a relief overtime shift.

H. A written list of the Officers of the Recognized Employee Organization and the Employee Representatives shall be furnished to the City immediately after their designation and the Recognized Employee Organization shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

A. Recognized Employee Organization recreational and social activities.

B. Recognized Employee Organization election notices and results.

C. Recognized Employee Organization meetings and events.

D. Such other notices as may be mutually agreed upon by the Recognized Employee Organization and the Fire Chief or representative.

E. No information shall be placed upon a Fire Station bulletin board if it contains personal attacks upon any City employee or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. The Recognized Employee Organization hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section A, the officers and/or agents of the Recognized Employee Organization shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, picketing, or any other intentional interference of the work of the City.

B. In the event any employee, or employees, participate in any such activities as set forth above, the Recognized Employee Organization shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in such activities as set forth in paragraphs A and B above, shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

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ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by the Association or an Association member that a specific term of the MOU has been violated.

2. Disciplinary action consisting of one work shift suspension or less (or the money equivalent to such action) shall not be subject to arbitration and shall be resolved at Level III. The City Manager appeal shall not be an evidentiary hearing and shall follow the procedures for conducting a Skelly hearing. However, in any case where an employee is subject to two or more 1-work shift suspensions in any twelve consecutive month period, then the second such suspension and any thereafter within a twelve consecutive month period shall be subject to arbitration in the same manner as are other arbitrable disciplinary matters.

3. Except as provided above, a "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations.

   The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance which is not defined as disciplinary action by Rule 1000 of the City Personnel Rules and Regulations. A disciplinary grievance shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at MOU Section C (4) Level IV, Arbitration.

4. Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the Public Employment Relations Board.

5. A "grievant" is any unit member or Recognized Employee Organization on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this Memorandum, or a punitive disciplinary action.

6. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.

2. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the

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Recognized Employee Organization. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.

4. Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances adjusted without the intervention of the Recognized Employee Organization, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Memorandum; provided that the City shall not agree to a resolution of the grievance until the Recognized Employee Organization has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Recognized Employee Organization, which may include the attorney of the Recognized Employee Organization.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protections.

7. There shall be no reprisals against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

Any unit member who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

2. Level II - Formal Written Grievance

a. If the grievance is not settled during the informal conference and the

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grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after the oral decision by the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

b. The Fire Chief or designated representative shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits either party may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Binding Arbitration

a. If the grievant is not satisfied with the decision at Level III, or if an employee wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the Recognized Employee Organization for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the Recognized Employee Organization shall inform the City, in writing, of its intent to arbitrate. The Recognized Employee Organization and the City shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Mediation and Conciliation Service supply a panel of seven (7) names of persons experienced in hearing grievances in cities. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

b. The arbitrator shall, within thirty (30) days, unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the

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written grievance and the answers thereto at each step.

c. The City and the Recognized Employee Organization agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

d. In the event that this grievance procedure is used to challenge disciplinary actions, the arbitrator shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

e. After a hearing and after both parties has had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and award.

f. The award of the arbitrator shall be final and binding within sixty (60) days of submission. During this sixty (60) day, period either party may request, in writing, a clarification of the decision. A copy of such request must be provided to the other party simultaneously with the sending of the request to the arbitrator.

g. The fees and expenses of the arbitrator shall be shared equally by the City and the Recognized Employee Organization. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

h. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

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ARTICLE 8 - VACATIONS AND HOLIDAYS

I. PREAMBLE

It is the intent and purpose of this vacation and holiday leave policy that all employees avail themselves of accrued vacation and holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Fire Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation and holiday accrual.

A. VACATION PROGRAM

1. The maximum vacation accrual is 312 hours.

2. With the approval of the 2011-12 MOU, employees with existing vacation hours had hours placed in Vacation Bank No. 1. No additional hours accrue to Vacation Bank No. 1.

   At the same time, Vacation Bank No. 2 was established. Vacation accrual from the establishment of Vacation Bank No. 2 was placed in Vacation Bank No. 2 with a maxmimum accrual cap of 312 hours.

3. Once the vacation hours in Bank No. 2 reach 312 hours, additional vacation (above the maximum) shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they would have been earned.

4. Vacation usage or cash out in accordance with this Article shall first be deducted from Bank No. 2.

5. Effective July 1, 1994, every full time sworn member of the Fire Department shall accrue vacation with pay as follows:

Commencement of Year of Service	Accrual Rate
0 through and including 7	6 shifts per year
8 through and including 9	7 shifts per year
10 through and including 13	9 shifts per year
14 through and including 15	10 shifts per year
16 through and including 17	11 shifts per year
18 through and including 19	12 shifts per year
20 plus	13 shifts per year

6. Sworn Fire Members assigned to a twenty-four hour shift may, annually during any fiscal year, elect to cash out up to 8 shifts (192 hours) of vacation time. The effective date(s) of any such cash-out to be determined by the employee.

   Beginning in December 2022, and each December thereafter, employees may irrevocably choose in writing, on a form available from the Human Resources Department, to cash out up to 8 shifts (192 hours) that are to be accrued and remaining unused in the following calendar year. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number

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of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

The payment shall be made via payroll with the last paycheck in the following December after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss of extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

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B. HOLIDAYS

1. Association members shall commence accruing twelve (12) holiday hours per month. Any holiday time accrual above twenty-four (24) hours shall be automatically cashed out as part of the first pay period following December 1st of each year.

   Use of said holiday time is governed by Article 8(c) of this MOU.

2. Association members work in positions that require scheduled staffing without regard to regular holidays, and therefore are normally required to work on regular holidays. Accordingly, the twelve holiday hours per month are provided as additional compensation in lieu of specific holidays off. The City's regular holidays are:

New Year's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve (Dec 24)
Independence Day	Christmas Day (Dec 25)
Labor Day	New Year's Eve Day

C. Approval to use Vacation and Holiday Time remaining in Vacation and/or Holiday banks

1. Unless otherwise approved in writing by the Fire Chief and/or his/her designee, granting of any request to utilize earned vacation and/or holiday time shall be subject to the proviso that in no case shall more than two captains, two engineers, two firefighter/paramedics, and two firefighters assigned to a shift (a total of eight personnel) be authorized to utilize said leave during all or part of the same shift date(s). Where request to utilize said leave exceeds the per shift/classification numbers described in this paragraph, then the request filed earlier shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total service) applicant.

ARTICLE 9 - SICK LEAVE

A. Sick Leave with pay shall be granted to every full-time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the appointing authority at any time after 30 days of employment, at the rate of twelve hours for each full calendar month of continuous employment with the City, including time served in probationary status.

Effective the pay period that includes January 1, 2019, the hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to ninety-six (96) hours per year to allow forty-eight (48) hours at regular rate of pay to be used for a new Retiree Health Savings Plan (see Article 17, for the Retiree Health Savings Plan). The forty-eight (48) hour contribution shall be prorated at the rate of four (4) hours per month.

B. Sick leave is paid leave from work that can be used for the following purposes:

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1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

   For an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

   For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above.

C. Light Duty Eligibility - Subject to the one exception described herein, light duty (modified duty) shall be made available only to those individuals suffering an industrial injury. The only exception to this rule shall be that non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for light (modified) duty.

D. In those instances where an employee had accumulated sick hours on or before implementation of the 2011-2012 MOU, the employee was subject to two (2) separate sick leave banks. The first sick leave bank (Bank No. 1) shall consist of the total number of sick hours accrued on or before implementation of the 2011-2012 MOU. The number of sick hours contained within Bank No. 1 shall not increase.

E. Concurrent with creation of Bank No. 1 above, there shall be created a second sick bank (Bank No. 2) that shall have a balance of zero (0) at its inception. Sick hours accumulated on or after implementation of the 2011-2012 MOU shall be deposited in Bank No. 2 but in no case shall said accumulation in Bank 2 exceed 800 hours.

F. Sick usage in accordance with this Article shall first be deducted from Bank No. 2.

G. The employee shall notify the on-duty Battalion Chief or his/her/their designee at least one hour before the beginning of the assigned shift, or when the need for leave is forseeable. When absence is for more than three consecutive shifts, the employee may be requested to provide the supervisor with a physician's certificate indicating the need for leave. A supervisor may require an employee to submit a physician's statement of illness regardless of the length of an employee's period of absence, if the supervisor has reason to question the validity of the employee's sick leave request.

H. The City Manager, or designee, may require an employee to submit to a City-paid fitness for duty examination to determine if the employee is able to perform the essential functions of his or her job when there is significant evidence that:

1. The employee's ability to perform one or more essential functions of his or her job has declined; or

2. Could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

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I. Refusal of any employee to submit to such medical examination shall constitute insubordination and grounds for disciplinary action.

J. Sick Leave Cash Out

The following sick leave cash out plan shall be implemented:

SICK LEAVE BANK 1:

1. Upon the service or disability retirement of an employee, the City will pay to the employee an amount equal to 33.31% of the individual employee's accumulated sick leave account in Bank 1. Payment will be made at the employee's then current rate of pay.

2. Upon the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary under the City's life insurance program, an amount equal to 33.31% of the employee's accumulated sick leave balance in Bank 1. Payment will be made at the employee's current rate of pay.

SICK LEAVE BANK 2:

Upon the service or disability retirement, an employee with 10 or more year's service may cash out accrued Bank 2 sick leave at the rate of 16 hours for every one year (12 months) of City service.

K. Sick Leave Usage:
Employees absent from a partial day due to sick will use one hour for each hour of sick leave to cover the absence. An employee absent from a full shift shall use twenty-four (24) hours to cover all hours of the shift when they were absent.

ARTICLE 10 - BEREAVEMENT LEAVE

A. Each regular employee may be granted bereavement leave at the discretion of the Fire Chief whenever death occurs to a member of the employee's immediate family. Bereavement leave with pay may not exceed the number of shifts required to provide three calendar days off. However, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to the number of shifts required to provide a total of five calendar days. If travel of more than 300 miles is not required, the employee may take 2 additional unpaid days off after the three paid days. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

B Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, and grandchildren, brother, brother-in-law, sister or sister-in-law or the employee.

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ARTICLE 11 - EMERGENCY AND FAMILY SICK LEAVE

A. An employee covered by this Agreement may be granted emergency sick leave or family sick leave at the discretion of the Fire Chief, or as otherwise required by law, whenever serious illness or other illness occurs to a member of the employee's immediate family.

B. Emergency and family sick leave will be charged to sick leave rather than vacation.

C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.

D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.

E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.

F. Should the need for family leave under the terms of this Article exceed the number of shifts occurring within a seven consecutive calendar day period per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.

G. In order to receive compensation while absent on family or emergency sick leave the employee shall obtain prior verbal approval from the Fire Chief or his/her/their authorized representative.

ARTICLE 12 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

ARTICLE 13 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.

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ARTICLE 14 - LEAVE OF ABSENCE

As defined in Rule 800, Leaves of Absences, Section 810.9, Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park, except as modified herein.

A. When an employee maintains a non-paid employment status, the City shall make no premium or other contributions to insurance coverage except as may be required by law as it, from time to time exists. In such case, the employee shall be required to deposit any and all insurance premiums with the City for remittance by the City to their carrier.

B. Subject to the requirements of the law, a leave of absence without pay shall not exceed the cumulative total of 180 calendar days during the entire term of an individual's employment, and any such leave of absence without pay shall be preceded by exhaustion of all accrued paid leaves of absence except as noted in Article 16 – Health Insurance, Section III, Long Term Disability. Absence without pay for a period greater than 50% of a pay period shall result in no leave benefits or seniority accrual for said period of time.

ARTICLE 15 - UNIFORM ALLOWANCE

I. STATION UNIFORMS

A. The uniform allowance shall be eight hundred and six dollars ($806.00). The City shall continue its credit/retail account program with a retail outlet to be determined by the City. Due to the CalPERS monthly reporting requirement change, the uniform allowance benefit amount will be reported $1/12^{th}$ per month to CalPERS for "classic" employees and the City and employee shall be debited their respective CalPERS contributions. The employee will be required to use the approved City vendor for the purchases of their indentified uniform apparel. The uniform apparel that this uniform allowance represents as follows: Three NFPA approved shirts (with patches) and pants, one NFPA approved jacket (with patches), and one standard belt and buckle.

B. The City shall replace any station uniform damaged or destroyed as a proximate result of performing the duties of a Firefighter, upon prior approval of the Battalion Chief and in accordance with Fire Department procedures.

C. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

II. SAFETY GEAR

A. The City shall provide and maintain safety items as mandated by CAL/OSHA through procedures established by the City. Included are the following items:

1. Turn-out boots, trousers, and coat
2. Gloves and goggles
3. Helmet
4. Brush jacket

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5. Safety Shoes
6. Flashlights
7. Breathing apparatus
8. Infectious disease protective clothing

B. Any Unit employee who negligently damages or loses any provided equipment or uniforms shall be subject to disciplinary action.

C. The City shall enter into a bulk-cleaning contract with a vendor to be selected solely at the discretion of the City.

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance for Full-Time Employees (Active)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act ("PEMHCA"). The City's contribution toward medical insurance under PEMCHA will be the minimum employer contribution ("MEC") required by PEMHCA.

B. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward dental plan as well as any premium payments for CalPERS Long Term Care which the employee may elect to participate in and pay through payroll deduction.

2. The City's contribution under the Section 125 Cafeteria plan for active employees is one thousand four hundred forty-five dollars ($1,445.00) per month. Effective the pay period after approval of the 2025-2027 MOU, the City's monthly contribution to the Cafeteria plan for active employees will be up to one thousand nine hundred ninety-five dollars ($1,995.00). Effective the first pay date in December 2025, the City's contribution will be up to $2,100.00 per month. Effective the first pay date in December 2026, the City's contribution to the Cafeteria plan will be up to $2,250.00 per month. The Cafeteria plan contribution for active employees is in addition to the PEMHCA minimum for employer contribution as identified annually by CalPERS. Should the City provide a greater cafeteria benefit contribution toward any other City employee group for the same term of July 1, 2025 to June 30, 2027, the contribution for the unit employees shall be increased to such greater amount.

The City's contribution to the Section 125 Cafeteria plan may only be used for eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premiums, and (3) vision insurance premiums. Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

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3. To the extent permitted by law (and CalPERS) employees may continue to enroll in the Local 1014 plan and use the City contribution toward insurance premiums. Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the City's Cafeteria Plan (IRC Section 125 Plan).

4. For employees who elect to waive medical insurance from the City (opt out), the City will pay $300.00/month in cash to the employee. Effective the first pay period after approval of the 2025-2027 MOU, the City will pay $600.00/month in cash to the employee. The employee must provide proof of enrollment in another group health insurance plan which provides minimum essential coverage. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must sign an attestation that the employee and each member of the employee's tax family has or will have such minimum essential coverage for the opt-out period. An employee must provide such attestation upon hire, during open enrollment each plan year, or by no later than thirty (3) calendar days after the start of each new plan year. This provision does not apply to employees who purchase insurance through the Local 1014 plan.

5. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

C. Retiree Medical Benefits Offered to Those Individuals Hired On or Before December 31, 2015

1. Those individuals who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA or the Local 1014 plan and receive a City contribution equal to the MEC under PEMHCA (single party and dependent coverage). The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth within this section. Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.

2. If the employee retired from City employment with less than 20 years of City service, he/she will receive up to $346/month toward the purchase of medical insurance (single party and dependent coverage)

3. If the employee retired from City employment with 20 or more years of City service, he/she will receive up to $411/month toward the purchase of medical insurance (single party and dependent coverage).

D. Retiree Medical Benefits Offered to Those Individuals Hired On or After January 1, 2016

1. Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in section B above. Instead, these individuals will be eligible for medical insurance provided by PEMHCA or the

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Local 1014 plan and receive a City contribution equal to the MEC provided under PEMHCA (See Section A above).

E. Group Dental Plan

The City's current contribution to the dental plan for active employees is ninety-five dollars ($95).

F. Vision Insurance Plan

The City will pay up to $20/month for the employee and qualified dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. The deductible shall be $10.00/exam; $20.00/frame and lenses

G. Long Term Disability

The City's contribution is up to twelve dollars ($12.00) per month per employee toward the Fire Association's existing Long Term Disability Plan known as the California Association of Professional Firefighters-Long Term Disability Plan (Plan Identification Number PN 100-101). Any premium cost in excess of $12.00 shall be paid solely by the employee; any premium cost less than $12.00 shall accrue to the City. Approved use of the Long Term Disability Plan shall be preceded by exhaustion of all accrued paid sick leave. The Firefighters' Association will continue to be responsible for the administration of the Plan.

H. Life Insurance

1. The City provides each employee covered by this Agreement a term life insurance policy in the amount of $50,000.

2. Additional supplemental insurance may be purchased by the employee in $10,000 increments up to the lesser of $300,000 or 3 times the employee's gross salary. Any premium costs for the additional supplemental insurance shall be paid solely by the employee.

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

A. Beginning January 2019, the City has agreed to provide contributions for full-time Unit employees toward a Retiree Health Savings Plan ("RHSP") as described in this Section.

B. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.

1. Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.

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C. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employee's RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 4 hours per month contribution equally 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9).

D. Contributions to the RHSP are 100% vested.

E. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

F. Participants are allowed to self-direct all account assets into one of more of the investment options available within the RHSP.

G. The RHSP shall provide for benefits to be paid to a Unit employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.

H. Unit employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.

I. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rata basis.

J. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.

K. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Any change shall not affect any contributions that have vested under Section C above.

ARTICLE 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective July 1, 2012 educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement will be paid according to the following schedule:

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Tuition fee reimbursement is established at 100% of tuition costs for attendance at a California State University campus not to exceed the cap of $2,000 annually. Enrollment cost reimbursement is subject to approval by both the Fire Chief and the Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and the Director of Human Resources/Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Fire Chief and the Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Fire Chief and the Director of Human Resources/Risk Management shall be final. An employee will be reimbursed up to seventy-five dollars ($75.00) for books each semester or equivalent if he/she/they is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred dollars ($200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 19 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay, which provides additional compensation as follows:

A. Additional compensation per month of 2% of base salary for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.

B. Additional compensation per month of 5% of base salary for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

C. Additional compensation per month of 6% of base salary for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

D. The above amounts shall not be cumulative.

E. In addition, possession of a Company Officers Certification shall allow an employee to be compensated at $60 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted.

F. An employee in possession of a Chief Officer certification will be compensated with $60 per month.

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ARTICLE 20 - TRAVEL REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business. Prior approval must be obtained from the immediate supervisor or Fire Chief. Mileage forms are available in the department and, if travel is required frequently during a month, reimbursement will be made once each month. Completed mileage forms shall be submitted to the Fire Chief.

ARTICLE 21 - RETIREMENT BENEFITS

A. Retirement benefits are provided by the Public Employees' Retirement System (PERS). The 3% @ 55 retirement program for classic employees which includes one year final compensation (single highest year); Level 4 1959 Survivor's Benefit (any resultant CalPERS cost increase designated as constituting employee costs associated with providing Level 4 – Survivor Benefit shall be borne by the employee); Post Retirement Survivor Continuance Benefit; Level 4 – Survivor Benefit; and Military Service Credit as Public Service.

B. The parties hereto agree that the provisions of this Article are not intended to and shall not constitute a waiver of any rights the Recognized Employee Organization or its members may have in accordance with Monterey Park Municipal Code Section 2.40.040.

C. "Classic" employees pay their 9% member contribution. Effective the payroll period following Jauary 1, 2019, all "classic" employees will begin paying an additional 3% (for a total of 12%) as cost-sharing of the employer rate.

D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

"New Members" will have the retirement formula 2.7%@57, three year average, final compensation. New members are required to pay one-half the total normal cost as determined annually by CalPERS. As of July 1, 2018, that contribution is 11.5%

Effective the payroll period following January 1, 2019, "New Members" will contribute no less than a total of 12% toward retirement. The contribution will include one-half the total normal cost and any additional amount up to 12% as cost-sharing of the employer rate should one-half of the total normal cost be less than 12%.

For example, in the pay period following January 1, 2019, "new members" will contribute 11.5% (1/2 the total normal cost) and .5% as cost-sharing, for a total employee contribution of 12%. Should the required contribution for "new members" meet or exceed 12%, "new members" would pay the required contribution as indicated by CalPERS.

E. Cost-Sharing

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The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process during the first year of this MOU. Cost share will begin as noted above and will continue regardless of the effective date of the contract amendment with CalPERS.

If at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

F. The City may pursue applications for industrial disability retirements for unit members as permitted by law.

G. Sick Leave Use In Conjunction with IOD - Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for or consents to his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to service and non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be made effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that as regards individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive 50 percent of the sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits, with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution equivalent to 50 percent of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement. Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off. Said payment shall, at the City's option, be paid in one lump sum or in pay period installments not exceeding the gross salary to which the employee would otherwise be entitled during said pay period.

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ARTICLE 22 - SALARY AND WAGES

Effective August 16, 2025, the salary ranges for all classifications in this bargaining unit shall be increased by a cost of living adjustment ("COLA") of 4.0%.

Effective the first full pay period after July 1, 2026, salary ranges for all classifications in this bargaining unit will be increased by 4.0%.

Longevity:
The City will provide longevity pay to be paid each pay period at the following non-cumulative amounts:

4.5% of the employee's monthly base salary after completion of 20 years of continuous safety service at the City; and
9.0% of the employee's monthly base salary after completion of 25 years of continuous safety service at the City.

This payment will continue until there is a break of service or a separation of service between the city and the employee. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

In preparation for negotiations when the July 1, 2025 to June 30, 2027 MOU expires, the City and MPFFA agreed to meet and discuss adding additional agencies to the salary survey.

I. WAGE RATES

A. The salary range for Firefighter, Fire Engineer and Fire Captain shall be as shown in Addendum A.

II. SKILL/ASSIGNMENT PREMIUM PAY

A. BILINGUAL PAY. The City shall pay $150 gross per month to each unit member certified by the City examination process as being capable of verbally interpreting and speaking those languages, including Spanish, Chinese, or any other language certified by the City as appropriate.

B. Shift Fire Investigator Premium Pay. Individuals who are regularly assigned as Shift Fire Investigator shall receive $100 per month special assignment pay for each month so assigned. A maximum of six (6) Firefighters may be selected by the Fire Chief to serve in the capacity of Shift Fire Investigator. Individuals assigned as Shift Fire Investigators will be utilized as Cause & Origin Investigators and will be assigned responsibility for initial cause, origin and effect investigations at all fire scenes. Selection of individuals to serve as Shift Fire Investigator shall be at the sole discretion of the Fire Chief. Any such assignment is temporary in nature and the individual so assigned may be transferred out of the assignment at any time without cause, without notice, and without the right to any administrative appeal unless one is provided for consistent with Government Code Section 3250 et. Seq. These assignments are intended to be

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of limited duration to provide for staff development.

C. Urban Search and Rescue (USAR) Technician Premium Pay. Individuals who are designated as Urban Search and Rescue (USAR) Technician following successful completion of the five required courses, Rescue Systems 1, Rescue Systems 2, Confined Space Operational, Trench Rescue, and Low Angle Rope Rescue Operational or equivalent, and any annual and additional subsequent training requirements, and who are assigned by the Fire Chief to serve as City of Monterey Park designated USAR respondents, shall receive $100.00 per month special assignment pay for each month so assigned. In addition, USAR technicians who receive Task Force Leader and/or Strike Team Leader certification (must have task book issued) and successfully complete the Heavy Equipment and Rigging Specialist course or Technical Search Specialist course will be eligible for an incentive of $200 per month. Currently, up to a maximum of eighteen (18) Fire personnel may be selected by the Fire Chief to serve in the capacity of Urban Search and Rescue (USAR) Technician. Effective following Council approval and signed contract, hereinafter for the duration of this contract, five (5) additional Fire personnel may be selected each year by the Fire Chief to serve in the capacity of USAR Technician for a total of thirty-eight (38) personnel.

D. EMT-D Premium Pay. Following Department of Health Services approval of the Fire Department's AED program, individuals who are in possession of valid certification as Emergency Medical Technician – Defibrillator (EMT-D) shall receive $200.00 per month premium pay. Individuals holding an EMT-P (Paramedic) certification are not eligible for premium pay under this section.

III. TRUCK COMPANY ASSIGNMENT

The Company Officer assigned to the Truck shall be required to perform any or all "representative duties" in the class specification for Fire Captain. Additionally, the requirement to perform any or all said "representative duties" shall not constitute a change in terms and conditions of employment or in past practices. Any Company Officer assigned to the Truck shall not be eligible for acting or any other premium compensation unless said individual has also been specifically appointed as an Acting Battalion Chief in accord with this MOU.

ARTICLE 23 - WORK SCHEDULE

The basic work schedule for Fire Suppression personnel is eight 24-hour shifts in a 24-day work period, which amounts to an average of 122 work shifts (24 hour) per year. This Article is intended to be an exception to Article 3.

ARTICLE 24 - PARAMEDICS

A. Unit members shall be selected for, and be removed from, the paramedic assignment by the Fire Chief. The Fire Chief may seek the advice of a physician medical advisor, on his/her/their qualifications as a paramedic.

B. Unless good cause is shown on an individual basis, the City shall continue to sponsor Captains and Engineers for Paramedic Certification.

C. Certified Firefighters assigned to paramedic duties and certified Fire Engineers and

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Captains shall be paid the following additional increments to base salary each month/or a prorate share thereof providing certification is maintained.

Firefighter	Fire Engineer and Captain
5.0% for the first year certified and assigned to paramedic duties.	2.5% for the first year certified
10.0% for the second year certified and assigned to paramedic duties.	5.0% for the second year certified
15.0% for the third year certified and assigned to paramedic duties.	7.5% for the third year (and thereafter) certified

(For example: a Firefighter, with three years as a paramedic, who is promoted to Fire Engineer, and who continues their paramedic certification, will be eligible for the 7.5% differential for as long as the paramedic certification continues)

Effective August 16, 2025, Firefighters assigned to paramedic duties and who possess and maintain paramedic certification will be paid 15% of monthly base salary. Paramedic certification pay is effective the first full pay period after certification effective date.

D. An individual desiring to resign from the paramedic program must provide a minimum notice of six (6) months in writing, prior to the date of his/her/their proposed resignation.

The Fire Chief may issue, at his/her/their discretion, administrative guidelines setting forth the structure and operation of the paramedic program. The Fire Chief retains the sole right to direct the paramedic program, including the right to assign, reassign, or discipline any paramedic; determine the type of services to be rendered; determine the processes, techniques, methods, and means of performing work; determine selection of employees; determine the size and characteristics of the paramedic program; determine the allocation and assignment of work to paramedics; determine policy affecting the selection of new paramedics; and determine the methods and means by which paramedic operations are to be conducted.

ARTICLE 25 - PHYSICAL EXAMINATIONS

The City agrees to provide employees a complete physical examination, including stress EKG on the following basis:

A. Employees shall be administered a complete physical examination, including stress EKG, or be administered portions of the examination as they may be required, as follows:

1. Employees under forty years of age shall be administered a complete physical examination without the stress EKG every two years. The stress EKG will be administered every four years only.

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2. Employees forty years of age or over shall be administered a complete physical examination including stress EKG every two years.

3. A City physical examination will be required each year following a City medical examination that reveals a medical problem or potential problem until that condition is improved or corrected by medical treatment and clearance.

B. Employees shall be given all examinations while on duty status, or if given this examination while off-duty, shall be compensated at straight time. If employee reschedules examination to off duty time, no compensation will be paid.

C. The City agrees such medical examination shall review those factors and standards reasonably required to be met by an employee to substantially comply with his job requirements.

D. The cost of the examination shall be borne by the City.

ARTICLE 26 - PHYSICAL FITNESS INCENTIVE PROGRAM

During the term of this MOU, the City agrees to continue a Physical Fitness Incentive Program as described in Addendum B and incorporated herein by this reference.

ARTICLE 27 – 401(a) PLAN/DEFERRED COMPENSATION PLAN

401(a) Plan

The City will amend the 401(a) plan to permit employer contribution on behalf of unit members.

A. City Contribution to 401(a) Plan

The
City will contribute 3% of regular monthly salary to a 401(a) Plan for all members of the bargaining unit.

457 Deferred Compensation Plan

A 457 deferred compensation plan will be available to all members of the bargaining unit. Participation in this deferred compensation plan is at the option of the individual employee and subject to annual plan limits.

B. Deferred Compensation Special Catch-up Provision:

The City of Monterey Park 457(b) Deferred Compensation Plan allows employees nearing retirement the opportunity to make deferrals up to two times the annual IRS limit. These contributions are known as “Special Catch Up” contributions.

Employees must meet the following criteria to be eligible to make a Special Catch Up contribution.

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1. Employee must participate in the 457(b) plan;
2. Employee contributed less than the IRS annual maximum in any plan year the employee was eligible to participate;
3. Employee must be within three years of the year prior to their retirement year;
4. Employee must be within three years of the year prior to meeting the Plan's normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS.
5. Employee must not be utilizing the Age 50+ Catch-Up in any year a Special Catch-Up contribution is made.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement year in converting the hourly rate of accrued compensable leave to monies into their contribution to the City's deferred compensation plan.

After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement year, they may convert the hourly rate of accrued compensable leave to monies to be included in their contribution to the City's deferred compensation plan per the schedule outlined below:

3-year Catch-up Plan – Subject to IRS 457(b) contribution guidelines and annual limits.

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave.

2nd Year: If a second year is chosen, no more than 35% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 50% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 28 - ACTING PAY

A. Employees may be assigned to work in a position/class having a higher rank or salary range in accordance with the following provisions:

1. No acting pay shall be paid for time worked in an acting capacity of less than twenty-four consecutive hours.

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2. Employees must be certified by the Fire Chief to work in an acting/temporary assignment capacity in said position/class. Except as otherwise provided for herein, certification for acting and/or temporary assignments shall be at the sole discretion of the Fire Chief. The Fire Chief's determination regarding certification for acting/temporary assignments shall not be grievable or otherwise subject to any administrative appeal or challenge and is final and binding on the parties and their members. "Certification" shall only mean that the Fire Chief has used discretion and determined solely in his/her professional opinion based only on the criteria that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination, evaluation process, or other qualification standards, and no such process shall be required for use by the Fire Chief in rendering his/her determination. Acting Division Chief Certification shall be determined by the Fire Chief.

3. To the extent that any "certification" or acting/move-up procedure described herein conflicts with any provisions in the Personnel Rules, Memoranda of Understanding, department rules or any other City promulgated policies, this MOU article shall prevail and be given full force and effect.

4. Employees assigned to work in an acting/move-up capacity shall be paid according to the following criteria:

   a. $60.00 per shift for Acting Fire Engineer
   b. $70.00 per shift for Acting Fire Captain
   c. $80.00 per shift for Acting Fire Division Chief

B. Need for Acting Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

C. It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every reasonable effort, as determined by the City, to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

D. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Fire Chief or his or her designee, taking into consideration the following factors of those employees eligible for the acting assignment: the requirements of the position to be filled, the qualifications, job performance, on an active promotional exam list, and seniority.

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E. Acting assignments shall be filled on a move-up basis or on a rank-for-rank basis, depending on the needs of the Fire Department as determined by the sole discretion of the Fire Chief.

F. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of any probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

G. Duration of Acting Assignment. No employee shall serve in any acting assignment for more than six (6) consecutive months.

ARTICLE 29 - FAIR LABOR STANDARDS ACT

A. 7k Exemption. The City of Monterey Park has exercised its ability to take a statutory "7K" exemption for sworn fire personnel. The work period for such employees assigned to suppression positions shall be twenty-four (24) days.

B. Overtime (Fire Suppression). Hours worked by fire suppression employees in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated at the overtime rate of time and one-half his/her regular rate of pay.

C. In determining overtime compensation, all hours worked and hours where paid leave is used in lieu of hours worked, except sick leave, shall be counted as total hours worked.

The parties agree that amending the hours worked eligibility for overtime to include paid leave as hours worked, was agreed to with the expectation that the use of sick leave (which does not count as hours worked for overtime eligibility) by unit members would be reduced. This agreement was also made as an alternative to providing a COLA that would have increased PERS costs. By including leave as hours worked for overtime eligibility, the City will increase its overtime costs pursuant to the MOU but those increased costs do not increase reportable pensionable pay to CalPERS. The parties agree that sick leave usage will decrease by 1,000 hours or 20%; off-duty illness or injury that exceeds 6 shifts and/or FMLA designated leave will not be included in the calculation. Sick leave usage will be evaluated during the periods of January 2019 through December 2019, and January 2020 through December 2020. Should the decrease in sick leave usage of 1000 hours (20%) not be achieved during these periods, both parties agree that on July 1, 2021, the FLSA provision will revert to the previous pre-June 30, 2018 contract language (vacation, holiday leave, compensatory leave, jury duty, and bereavement leave, along with sick leave, would be excluded in determining eligibility for overtime compensation). A traditional, one-time COLA of 1.3% would be granted in the same pay period as the leave counting as hours worked ends.

D. All overtime requests must have written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is

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obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

E. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

F. In the event that the hourly figure for premium overtime shall be decreased, increased or stayed by the Department of Labor or a court of competent jurisdiction, the City and Recognized Employee Organization agree to use the revised figure for determining premium overtime eligibility until such time as a final court decision is rendered. Any such adjustment by the City shall not act as estoppel or waiver by either party.

G. Compensatory Time. Employees may elect to cash out CTO accrued in the same calendar year. All compensatory time on the books will be paid down to zero hours each December 31.

H. In lieu of receiving cash payment at the regular rate of pay (Section A) for hours worked in excess of one hundred eighty-two (182) during the twenty-four day work period, an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at the time and one half rate for each hour worked subject to the provisions of Section C above.

I. Clothes Changing. Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

J. Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work as long as the badge and insignia are covered by a garment such as a windbreaker. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.

K. Training Time. Attendance at training schools/facilities (including the academy) that improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.

L. Travel time to and from the training facility outside of any employee's normal work shift is not compensable hours of work.

M. City Vehicle Use. Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.

N. This provision does not preclude compensation in those instances where an employee is required to perform emergency fire duties. In such cases, appropriate compensation shall be provided.

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O. Gym Facility. The City provides a gym facility for public use which employees may use voluntary during their off duty hours. Time spent off duty by employees working out at the gym facility is not considered hours worked and will not be compensated in any manner.

P. Call-back Pay. Call back duty occurs when an employee is ordered to return to duty on a non-regular scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her/their regularly scheduled shift. An employee called back to duty receives the call. An employee shall report to duty within a reasonable period of time not to exceed one hour and shall receive a minimum of two hours credit. Any hours worked in excess of 2 hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

This provision is to be distinguished from "Court Standby" pay in Section R, which is to be used when an employee is called back to court.

Q. Court Pay. When an employee is physically called to court, he/she shall be credited on an hour for hour basis for the time actually spent in court. An employee shall be credited with a minimum of two (2) hours for each scheduled court appearance. Only one minimum shall apply per day. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

R. Court Standby. An employee on court standby status may leave a telephone number where he/she may be reached while on standby. Such time is not considered hours worked under the Fair Labor Standards Act or for determining hours worked for overtime compensation under this memorandum of understanding. However, in recognition of the City's past practice, the employee will continue to receive credit for two (2) hours provided that the employee is not actually required to be present in the court building. If an employee is required to go to court, these two hours is applied to Court Pay, Section Q.

S. Shift Trades. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trades shall not have his/her compensable hours increase as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift of the involved employees, 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 other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department (Time Exchange Form).

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T. Early Relief Policy. 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 his/her compensable hours increase as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decrease 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 is to be resolved by the involved employees, 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 other duties. The employee must receive prior approval from his/her/their supervisor and log it in prior to the early relief.

ARTICLE 30 – TRANSFER

Any employee in the Department may be transferred from one station house to another or from one job to another at the same pay level. Such transfers shall continue to be at the discretion of the Fire Chief, and shall not be subject to review in the grievance/arbitration mechanism.

ARTICLE 31 - PERSONNEL RULES AND REGULATIONS

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations.

ARTICLE 32 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Recognized Employee Organization of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a Recognized Employee Organization, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. The Reorganized Employee Organization shall be deemed to have met and conferred and agreed to any matter within thirty days after mailing of the notice by the City regarding said matter if the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 33 - GENERAL PROVISIONS

A. If any section, subsection, subdivision, sentence, clause or phrase of the Agreement is for any reasons held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Agreement.

B. This Memorandum shall not in any way interfere with the obligations of the parties to comply with State and Federal laws, or with any rules, regulations, or order issued by

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such government authority pertaining to matters covered herein. If any provision, or provisions, of this Memorandum shall be affected by State or Federal laws, or of any rule, regulations, or order issued by such governmental authority, or if any provision, or provisions should be held invalid by court of record, the remainder of the Memorandum shall not be otherwise affected thereby.

C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum. Therefore, the City and the Recognized Employee Organization, for the life of this Memorandum, each voluntarily unqualifiedly waives the right with respect to any subject or matter referred to or convened in this Memorandum even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum unless otherwise provided for herein.

The parties further acknowledge that they have met and conferred regarding cessation of the practice of allowing represented members to store personal property (i.e. boats, recreational vehicles, etc.) at City owned sites. No individual shall be authorized to utilize City owned property for the storage of personal property.

The parties agree the during the term of this MOU, the parties will meet to review and update the contract language in the MOU for clarity, to delete items referring to the past that are no longer needed/relevant, to be consistent with the law, and to reflect actual current practices. The MOU language review is not intended to result in significant economic impacts to either party.

D. Side Letter:

1. The Parties acknowledge that the provisions of the MOU require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this MOU. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this MOU. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through Side Letter or implementation memoranda approved by the Parties which, after execution, will be attached to this MOU as addenda and become a part hereof.

2. Side Letter or implementation memoranda may be executed on behalf of City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this MOU will be processed as an amendment of this MOU in accordance with this MOU and must be approved by City Council.

E. It is agreed that neither the Recognized Employee Organization nor the City shall discriminate against any employee because of race, religion, national origin, age, sex, disability, sexual orientation or union membership or activity.

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F. It is the shared view of the City and the Association that all employees of the Association will at all times conduct themselves in a professional and lawful manner and adhere to all federal, state and local laws. The Association, and its members, agree that in the event that the conduct of the members does not adhere to this standard that they should be subject to the appropriate level of counseling or discipline commensurate with the corresponding failure in conduct.

ARTICLE 34 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2025 and ending June 30, 2027 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

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ARTICLE 35 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect, whatsoever unless or until ratified and approved by minute action and duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 17th day of September 2025.

MONTEREY PARY FIREFIGHTERS' ASSOCIATION

By: _____
Daniel Cline, Firefighters' Association President

By: _____
David Goetz, Firefighters' Association Lead Negotiator

CITY OF MONTEREY PARK

By: _____
Inez Alvarez, City Manager

By: _____
Christine Tomikawa, Director of Human Resources & Risk Management

APPROVED BY:

_____
Karl H. Berger, City Attorney

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ADDENDUM A

CLASSIFICATION AND BASE SALARY LIST
FIREFIGHTERS' ASSOCIATION

Effective August 16, 2025, the monthly base salary range will be increased by 4.0%:

Classification	Range	1	2	3	4	5
Firefighter	1	$7,809	$8,199	$8,608	$9,039	$9,491
Fire Engineer	2	$9,037	$9,488	$9,962	$10,460	$10,983
Fire Captain	3	$10,527	$11,054	$11,606	$12,187	$12,796

Effective July 4, 2026, the monthly base salary range will be increased by 4.0%:

Classification	Range	1	2	3	4	5
Firefighter	1	$8,121	$8,527	$8,953	$9,400	$9870
Fire Engineer	2	$9,398	$9,868	$10,361	$10,879	$11,423
Fire Captain	3	$10,949	$11,497	$12,071	$12,674	$13,308

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ADDENDUM B

PHYSICAL FITNESS INCENTIVE PROGRAM

This Addendum B shall implement the following agreement between the parties:

1. Representatives of the City and the Association have agreed to implement a voluntary physical fitness program which provides performance incentives in the form of monetary payment.

2. The parties fully understand and acknowledge that the City has expressed concerns that unless participation in the physical fitness program is deemed voluntary in nature, implementation of the program could have an impact upon the City's exposure to worker's compensation/disability retirement claims in any case where an employee choosing to participate in the program suffers an illness or injury.

3. Accordingly, the parties understand, acknowledge and agree that the City would not have agreed to implement a physical fitness incentive program unless it was acknowledged and agreed by the Association *and each and every one of its members who participate in the program,* that participation in the program is purely voluntary in nature and that injuries or illnesses suffered while training, and/or practicing for the program, shall not be deemed industrial in nature and shall not entitle any participant to benefits pursuant to the Workers' Compensation laws, Labor Code Section 4850, or to industrial disability retirement in accord with the Public Employees Retirement Law.

4. The Association agrees that it will cooperate with the City in assuring compliance with a mutually agreed upon requirement that prior to participating in and/or training for the program, each and every Association member date and sign a form containing the language set forth below in this Addendum evidencing the voluntary nature of participation in and/or training for the physical fitness program.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

5. Effective January 1, 2000 or as soon thereafter as is practicable, the City shall make available to Association members voluntarily electing to participate therein, the P.O.S.T.-approved physical fitness program as is currently offered to Sworn Police. Participation in the program consists of completing a City-required form(s) displaying a member's informed consent in connection with program participation, a "physical exercise readiness" questionnaire, a RISKO cardiac risk assessment form, body composition testing with skin calipers, measurement of waist to hip ratio, a timed 1.5 mile run or 3 mile walk, flexibility measurement, a mandated volume of push-ups, and a bent knee sit up examination consisting of one minute in length. The composition of the program is subject to unilateral change by the City dependent upon component changes recommended by POST.

6. Program testing shall be administered one time each year at a date, time and location selected by the City, with ninety (90) calendar day's notice of the

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examination date, time and location being posted on the Association utilized bulletin board located within the Fire Department and with said notice being e-mailed to the Association member(s) designated by the Association. Any claimed failure to receive notice of the examination shall not be contestable through any administrative or civil proceedings, and the results of the testing process and/or the manner in which the testing process is administered, shall likewise not be subject to administrative or civil contest.

7. No Association member shall be permitted to participate in the physical fitness program unless prior to such participation, the member has signed the following general release and certification which shall be made available by the City to all voluntary participants:

"I agree and understand that participation in the physical fitness program described in Addendum B of the Memorandum of Understanding between the City of Monterey Park and the Monterey Park Firefighters' Association and in training and practice for that participation, is voluntary in nature. Assignment or advancement within the Department is in no manner contingent upon training for or participating in the program.

Accordingly, I understand and agree that any and all injuries suffered while training, and/or practicing for the program shall not be considered compensable worker's compensation injuries, shall not form the basis for an industrial disability retirement, and shall not form the basis for my receipt of benefits pursuant to Labor Code Section 4850.

I further certify that I have not used any tobacco product (i.e. cigarettes, cigars, chewing tobacco, pipe tobacco, etc.) at any time during the six months immediately preceding my participation in the voluntary Physical Fitness Program."

9. The agreed upon Physical Fitness Incentive Program as developed by P.O.S.T. designates various levels of fitness program achievement as being "bronze," " silver," and "gold." The attainment of said levels shall be verified in accord with P.O.S.T. mandated scoring methods.

10. As and for recognition for achievement in the program, those participants attaining the *bronze level,* shall receive a lump sum cash payment of two hundred dollars ($200.00); those participants attaining the silver level, shall receive a lump sum cash payment of three hundred dollars ($300.00) cash payment; and those participants attaining the gold level, shall receive a lump sum cash payment of four hundred dollars ($400.00) cash payment.

s:\Fire negotiations\Fire Department\Physical fitness incentive program

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