RESOLUTION NO. 2025-R73

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2028 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Professional Chief Officers' Association ("MPPOCA") met and conferred regarding wages, hours and other terms and conditions of employment for contract years 2025-2028.

SECTION 2: Following such negotiations, the representatives drafted a successor Memorandum of Understanding ("MOU") for fiscal years 2025-2028. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

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

SECTION 4: After reviewing the MOU, the City Council finds that it is in the public interest to approve it retroactively effective July 1, 2025. Accordingly, the City Manager is authorized 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 20th day of August, 2025.

Vinh T. Ngo, 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-R73 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 20th day of August, 2025, by the following vote:

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

Dated this 20th day of August, 2025.

Maychelle Yee, City Clerk
Monterey Park, California

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION

July 1, 2025 – June 30, 2028

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(July 1, 2025 – June 30, 2028)

ARTICLE 1 - SCOPE OF REPRESENTATION 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS 1

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES 2

ARTICLE 5 - COMMUNICATIONS 3

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS 3

ARTICLE 7 - GRIEVANCE PROCEDURE 3

ARTICLE 8 - VACATION AND HOLIDAYS 7

ARTICLE 9 - SICK LEAVE 10

ARTICLE 10 - BEREAVEMENT LEAVE 12

ARTICLE 11 - MILITARY LEAVE 13

ARTICLE 12 - JURY DUTY 13

ARTICLE 13 - LEAVE OF ABSENCE 13

ARTICLE 14 - ADMINISTRATIVE LEAVE 14

ARTICLE 15 - UNIFORMS 14

ARTICLE 16 - HEALTH INSURANCE 15

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN 17

ARTICLE 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT 18

ARTICLE 19 - EDUCATIONAL INCENTIVE PAY 18

ARTICLE 20 - TRAVEL REIMBURSEMENT 19

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

ARTICLE 21 - RETIREMENT BENEFITS 19
ARTICLE 22 - SALARIES AND WAGES 20
ARTICLE 23 - WORK SCHEDULE 21
ARTICLE 24 - ACTING/TEMPORARY ASSIGNMENTS 21
ARTICLE 25 – FAIR LABOR STANDARDS ACT 23
ARTICLE 26 - PHYSICAL EXAMINATIONS 23
ARTICLE 27 – 401(a) PLAN / DEFERRED COMPENSATION PLAN 24
ARTICLE 28 - SPECIAL MANAGEMENT COMPENSATION PAY 25
ARTICLE 29 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION .25
ARTICLE 30 - GENERAL PROVISIONS 26
ARTICLE 31 - TERM OF MEMORANDUM OF UNDERSTANDING 27
ARTICLE 32 - MODIFIED DUTY ELIGIBILITY 27
ARTICLE 33 - INDUSTRIAL DISABILITY RETIREMENT 27
ARTICLE 34 - SICK LEAVE USE IN CONJUNCTION WITH IOD 27
ARTICLE 35 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY 28
ARTICLE 36 - CITY COUNCIL APPROVAL 28
ADDENDUM A 29

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION
(July 1, 2025 – June 30, 2028)

This Memorandum of Understanding (MOU) 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 Professional Chief Officers' Association, hereinafter referred to as "PCOA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF REPRESENTATION

The scope of representation of PCOA shall include matters relating to employment conditions and employer-employee relations including but not limited to wages, hours and other terms and conditions of employment.

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

ARTICLE 2 - RECOGNITION

A. The Monterey Park Professional Chief Officers' Association ("PCOA") is hereby recognized as the exclusive Recognized Employee Organization for those employees occupying the job classification of Fire Battalion Chief, 40 hour Fire Battalion Chief, and Deputy Fire Chief.

B. 40 hour Battalion Chief ("BC") assignment is a twenty four consecutive month assignment with an option to extend per the Fire Chief. The Deputy Fire Chief appointment is made by the Fire Chief. The Fire Chief will request BC incumbents (not on probation status) to submit a memo of interest and participate in an internal selection process for the 40 hour BC assignment and/or Deputy Fire Chief appointment. The Fire Chief, as his/her/their sole discretion, will assign or appoint a non-probationary BC to a 40 hour BC assignment and/or appointment to the Deputy Fire Chief position based on qualifications/results from the internal selection process. The Fire Chief has the ability to reassign incumbents in a 40 hour BC assignment and/or the Deputy Fire Chief position as needed and the Fire Chief provides advance notice.

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 MOU, 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 to promote or to lay off employees for lack of work

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change, at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYER REPRESENTATIVES

A. All employees represented by PCOA, shall have the right to join PCOA, or to refuse or refrain from joining PCOA.

B. Members of PCOA may, by any reasonable method, select three (3) 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 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 scheduled 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 employee shall be deducted from earned wages or salaries each pay period. The City shall forward to PCOA during the succeeding week all dues and/or initiation fees deducted from the employees.

D. PCOA 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 section regarding dues deduction.

E. PCOA representatives, while on City property, shall abide by the City's safety rules and regulations.

F. Such individuals, after being excused from their regular 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 MOU.

G. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's base 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 PCOA and the Employee Representatives shall be furnished to the City immediately after their designation and PCOA shall notify the City promptly in writing of any changes of such Officers or Representative.

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

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:

1. PCOA recreational and social activities.
2. PCOA election notices and results.
3. PCOA meetings and events.
4. Such other notices as may be mutually agreed upon by PCOA and the Fire Chief or representative.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. PCOA hereby agrees that during the term of this MOU, the employees of PCOA, the officers and/or agents of PCOA 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 work of the City.

B. In the event any employee, or employees, participate in any such activities as set forth above, PCOA 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.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an allegation by a member or PCOA on behalf of specified unit members of the bargaining unit who have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding during its term, or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary appeal" 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 yet which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations. A "disciplinary appeal" shall be filed after written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Arbitration.

   Discipline shall be imposed in such a manner as to not violate the FLSA with regard to “exempt” employees.

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

3. Disputes regarding jurisdiction (grievable of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by an arbitrator.

4. A "grievant" is any unit member or PCOA on behalf of specified unit members adversely affected by an alleged violation of the specific provisions of this MOU, or a punitive disciplinary action.

5. 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. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If the grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file unless they relate to discipline. If they relate to discipline, they will not be placed in the employee's personnel file until after the discipline appeal process (if applicable) is completed.

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 PCOA. 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. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step will start the following day. 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 resolved without the intervention of PCOA, as long as the resolution is reached prior to arbitration and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until PCOA 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 PCOA, which may include the attorney of PCOA.

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.

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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

a. 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 Fire Chief 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 mean the grievance is untimely and shall not be processed. The Fire Chief 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 Fire Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Fire Chief within ten (10) days after conclusion of Level I. 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 Level I 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 his/her 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

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

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 PCOA for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, PCOA shall inform the City, in writing, of its intent to arbitrate. PCOA 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 coin toss.

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 written grievance and the answers thereto at each step.

c. The City and PCOA 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 MOU at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU 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 MOU. 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 have 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(s) shall be shared equally by the City and PCOA. 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

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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 City and PCOA; however, the party ordering a transcript shall be responsible for the entire transcription fee.

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 per Civil Code Procedure section 1286 *et seq*.

i. The City and PCOA agree to binding arbitration for disciplinary appeals and these provisions for discipline are intended to comply with the Firefighters' Bill of Rights.

ARTICLE 8 - VACATION AND HOLIDAYS

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. It is the policy of the City that no employee may accrue greater than 432 vacation hours. Upon accrual of 432 hours, no unit member shall accrue any additional vacation hours nor be compensated for any vacation hours in excess of 432 hours unless and until utilization of accrued vacation time results in the employee's vacation account totaling less than 432 hours.

   In those instances where an employee has accumulated vacation hours on or before March 10, 1995, the employee shall be subject to two (2) separate vacation banks. The first vacation bank (Bank No. 1) shall consist of the total number of vacation hours accrued on or before March 10, 1995. The number of vacation hours contained within Bank No. 1 shall not increase.

   At the sole discretion of the Fire Chief, special consideration may be given to an employee's written request to accumulate vacation credits in excess of the maximum allowable vacation balance of 432 hours Said approved credits will be converted to Bank No. 1.

2. Sworn Fire Members Assigned to Twenty-four Hour Shift Work: Employees covered under this MOU, with the exception of temporary appointments, shall accumulate

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

vacation with pay as follows:

Years of Service	Number of Shifts Allowed	Years of Service	Number of Shifts Allowed
1	6 shifts	11	9 shifts
2	6 shifts	12	9 shifts
3	6 shifts	13	9 shifts
4	6 shifts	14	10 shifts
5	6 shifts	15	10 shifts
6	6 shifts	16	11 shifts
7	6 shifts	17	11 shifts
8	7 shifts	18	12 shifts
9	7 shifts	19	12 shifts
10	9 shifts	20	13 shifts

3. Sworn Fire Members Assigned to a Forty-Hour Week (including 40 hour Battalion Chief and Deputy Fire Chief): An employee covered under this MOU, who is required to work a forty-hour workweek, with the exception of temporary appointments, shall accumulate vacation with pay as follows:

   After one (1) year of paid service, vacation leave with pay shall be granted each permanent employee at the rate of eighty (80) hours each year. Additional vacation leave with pay shall be granted at the rate of eight (8) hours each year, beginning with the employee's sixth (6th) anniversary. Maximum vacation per year is one hundred-ninety two (192) hours.

4. Each December, employees who wish to cash out vacation hours must submit an irrevocable election form, by no later than December 15th, to cash-out up to 216 hours of vacation leave for employees normally assigned to suppression shift and 144 hours of vacation leave for employee normally assigned to a 40-hour work week, that may accrue in the following calendar year. The cash-out is available only for hours to be accrued in the calendar year following submission of the irrevocable election form and which have not been used.

   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 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

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

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.

5. 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 payment shall be made with the last paycheck in December of the same calendar year.

B. HOLIDAYS

Except as modified herein, holidays shall be governed as defined in Rule XI, Attendance and Leaves, Section 7, Holidays, of the Personnel System Rules and Regulations of the City of Monterey Park.

1. Association members shall accrue twelve (12) holiday hours per month. Any holiday time accrued shall be automatically cashed out in the first full pay period after December 1 of each year. There is no carry over of holiday time.

Use of holiday accrued time shall be governed by Article 8 (C) of this MOU.

2. Employees assigned to a forty hour work schedule receive time off (same holiday closures as City Hall) for the following holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Veteran's Day	

In addition, employees assigned to a forty hour work schedule receive two floating

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

holidays. Floating holiday hours have a maximum accrual of forty (40) hours. Once employees reach the maximum, no additional hours accrue until the use of leave reduces the accrual below forty hours.

C. APPROVAL TO USE VACATION AND HOLIDAY TIME REMAINING IN HOLIDAY BANKS

Subject to the exceptions described herein, upon a written request thirty (30) calendar days in advance of any such requested date(s) to utilize specified dates(s) of vacation and/or holiday time, the Fire Chief shall grant the leave request. However, the Fire Chief shall be authorized to deny any or all leave requests upon a written determination made by the Fire Chief and/or his/her designee that the granting of such leave request would or might disrupt the operations of the Department. However, it is specifically acknowledged that the fact that overtime expenses will or may be incurred as a result of the granting of leave utilization when thirty (30) calendar days advanced notice is provided as described herein, shall not constitute a consideration in the administration's determination that granting of the leave will or may disrupt operations of the Department.

In any case where an employee provides less than thirty (30) calendar days written notice to the Fire Chief of the employee's request to use earned vacation and/or holiday time, then the Fire Chief shall have the authority and discretion for any reason (including but not limited to real or potential overtime impact, real or potential disruption to the operations of the Department, or real or potential safety impact) to deny the vacation and/or holiday leave request. The Fire Chief's exercise of its discretion in this regard shall not be subject to administrative, civil or any other review or challenge.

Additionally, 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 one Division Chief be authorized to utilize said leave during all or part of the same shift dates(s). Where requests to utilize said leave exceeds the per shift classification number described in this paragraph, then the request filed earliest shall have priority. In cases where requests are filed simultaneously, priority shall be given to the most senior (in total City service) applicant.

ARTICLE 9 - SICK LEAVE

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. The hours of sick leave earned by each employee annually will be reduced from one-hundred forty-four (144) hours to one hundred twenty (120) hours per year to allow twenty-four hours at regular rate of pay to be used for a Retiree Health Savings Plan (see Article 17, page 15 for the Retiree Health Savings Plan). The twenty-four (24) hour contribution shall be prorated at the rate of two (2) hours per month. Employees assigned to a 40 hour work schedule, including the 40 hour Battalion Chief and Deputy Fire Chief, shall accrue one hundred three (103) hours of sick leave, of which forty-eight (48) hours shall be contributed back to the City at the rate of four (4) hours per month, leaving fifty-five (55) hours for the employee's use.

A. Sick Leave Use

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Sick leave is used on an hour for hour basis. For example, employees who work 24 hour shifts and are absent for the full 24 hours will have sick leave of 24 hours deducted from their sick leave bank.

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

(a) 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

(b) 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.

B. Credit for Unused Sick Leave

The City contracts with CalPERS for the Credit for Unused Sick Leave option (Section 20965). Any amount of sick leave accrued and not taken as cash payment will be reported to CalPERS for calculation as additional service credit.

C. Sick Leave Cash Out

a. Individuals employed by the City as of July 1, 2012 had their existing sick leave balances (as of July 1, 2012) transferred to a separate sick leave bank (Bank 1). No additional leave could be added to this bank. Employees with hours in this bank can choose to use those hours for sick leave purposes. In addition, upon service retirement from the City, the City will cash out 50% of the sick leave hours in this leave bank to the employee at their rate of pay at the time of retirement.

b. Beginning July 1, 2012, with the establishment of the 12 hour per month sick leave accrual and sick leave maximum of 800 hours, a new sick leave bank (Bank 2) was established. Employees assigned to a forty (40 hour schedule, including 40 hour BC and Deputy Fire Chief, shall accrue sick leave at the rate of nine (9) hours per month, with a maximum cap in Bank 2 of five hundred seventy one (571) hours.

c. Every December, employees who wish to cash out sick leave hours must submit an irrevocable election form, by no later than December 15th, to cash-out up to 144 hours of sick leave that may accrue in the following calendar year. (The limit is 72 hours for employees assigned to a forty hour work schedule, including 40 hour BC and Deputy Fire Chief.) The cash-out is for hours to be accrued in the calendar year following the submission of the irrevocable election form.

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

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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 the amount accrued in that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If any 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 that 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.

d. 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 or 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 payment shall be made with the last paycheck in December of that same calendar year.

e. In the event of the death of an employee prior to retirement, The City will pay to the employee's designated beneficiary any sick leave cash out that the employee would have been eligible to receive upon a service retirement from the City.

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. Paid bereavement

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

leave may not exceed three working days, or in the case of Fire personnel working a 24-hour shifts schedule, three shifts. However, employees may take an additional two working days or shifts for bereavement leave, utilizing paid leave balances or by taking unpaid leave. 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 a total of five paid working days, or in the case of Fire personnel working a 24 hour shift schedule, five shifts. Bereavement Leave is 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, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 11 - 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 under State and Federal law.

ARTICLE 12 - JURY DUTY

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while 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, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness, excluding mileage reimbursement.

ARTICLE 13 - LEAVE OF ABSENCE

As defined in Rule 800, Leaves of Absences, Section 808, Family and Medical Care Leaves, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. When an employee maintains a non-paid employment status, the City shall make no premium or other contribution to insurance coverage except as may be required by provisions of the FMLA and/or CFRA. The employee may be required to deposit any and all insurance premiums with the City for remittance by the City to the carrier or to the carrier directly.

B. Prior to being placed on a leave of absence without pay, as permitted under any applicable law (e.g., CFRA, FMLA, PDL), employees must exhaust all accrued leave. 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.

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ARTICLE 14 - ADMINISTRATIVE LEAVE

A. Represented FLSA exempt employees covered under this MOU shall receive 48 hours of Administrative Leave each July 1. Incumbents assigned to 40 hour BC assignment and/or Deputy Fire Chief position, shall receive 56 hours of Administrative Leave each July 1.

B The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Fire Chief with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

C. Employees requesting to utilize his/her administrative leave shall complete a Leave of Absence Request form and forward the approved form to payroll.

ARTICLE 15 - UNIFORMS

A. Uniforms Provided

1. The uniform allowance shall be eight hundred and six dollars ($806.00) per year. The City shall continue its credit/retail account program with a retail outlet to be determined by the City. The employee will be required to use the approved City vendor for the purchases of their identified uniform apparel. The uniform apparel covered by this uniform allowance includes: two black Nomex shirts, two black Nomex pants, two ties, one belt with buckle, one pair of shoes, and either a work jacket or sweater.

2. Upon appointment to a position in this unit, an employee shall receive an initial issue of the following items: one dress jacket, one reconditioned hat, one name tag, year pins, two sets of collar insignias, two black Nomex shirts, two black Nomex pants, two ties, one belt, one work jacket or sweater, and one pair of shoes.

3. The following items will be provided on an "as needed" replacement basis only: dress uniform, hat, nametags, year pins, and collar insignias, upon prior approval of the Fire Chief.

4. No employee will be eligible to receive the annual uniform allotment if such employee has for any reason been absent from active uniformed service for any time in excess of one-half of the fiscal year immediately preceding the allocation. Uniform allotment shall be provided on a prorated basis for those employees.

5. For “classic” members of the CalPERS system, the parties agree that the uniform allowance is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. Safety Gear

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

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

1. Turn-out boots, trousers, and coat
2. Gloves and goggles
3. Helmet
4. Brush jacket
5. Safety shoes
6. Flashlights
7. Breathing apparatus
8. Infectious disease protective clothing

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

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

ARTICLE 16 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

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 PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA.

B. Retiree Medical Insurance

1. Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. CalPERS determines the amount annually and therefore, the MEC is subject to change.

2. Individuals who were hired on or before December 31, 2015 and retire from the City will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and either:
   a. $386 per month when the employee retires with less than twenty (20) years of service
   b. $550 per month when the employee retires with twenty (20) or more years of service

C. Dental Insurance

The City will contribute up to ninety-five dollars ($95). The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible 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

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. 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 the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

3. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand nine hundred and ninety five dollars ($1,995) per month for active employees electing to enroll in a medical plan in PEMHCA. Effective the first pay date in December 2026, the cafeteria plan contribution for active employees will be up to two thousand one hundred and ninety-five dollars ($2,195) per month. 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, 2028, the contribution for the unit employees shall be increased to such greater amount. The City's contribution will be in addition to the PEMHCA MEC (as determined yearly by CalPERS) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). 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).

3. For employees who elect to waive medical insurance from the City (opt out), the City will pay $600.00/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she/they have medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. 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.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act including but not limited to, consideration of the impact of the Excise Tax (commonly known as the Cadillac Tax).

G. Life Insurance - The City will provide employees covered by this MOU a term life insurance policy in the amount of $100,000.

H. Supplemental Life Insurance may be purchased by each active employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

I. Long Term Disability: City paid premium for LTD as provided other management employees of the City.

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

ARTICLE 17 – RETIREE HEALTH SAVINGS PLAN

A. Beginning January 2020, 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.

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

D. The City agrees to contribute the dollar equivalent of 48 hours annually of unpaid sick time to the Unit employees 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 equaling 48 hours annually. The employee's annual sick leave accrual will be reduced from 144 hours annually to 96 hours annually (see Article 9, page 9).

E. Contributions to the RHSP are 100% vested.

F. 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).

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

H. 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.

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

J. 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-rated basis.

K. 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.

L. 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. Ay change shall not affect any contributions that have vested under Section C above.

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

ARTICLE 18 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

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 provided through an accredited institution, directly related to their employment, or compatible with a career goal with the City. No reimbursement shall be authorized for pursuit of an academic degree beyond a Masters nor shall reimbursement of tuition or other costs be approved for a course of study at institutions that grant credit for "life experience" in-lieu of completion of specified course material.

Enrollment cost reimbursement is subject to approval by both the Fire Chief and Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Fire Chief and Director of Human Resources/Risk Management shall consider whether or not the course(s) for which 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 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 Director of Human Resources/Risk Management shall be final.

An employee will be reimbursed up to seven-five dollars ($75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two-hundred ($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

A. The City agrees to an Educational Pay Plan is paid out each pay period at the following noncumulative amounts:

1. 2% of base salary for an employee with an Associate of Arts degree or successful completion of 60 units in a major reasonably related to the employee's work or consistent with a career objective with the City, or

2. 5% of base salary for an employee with a Bachelor's degree in a major reasonably related to the employee's work or consistent with a career objective with the City, or

3. 6% of base salary for an employee with a Master's degree in a major reasonably related to the employee's work or consistent with a career objective with the City.

B. In addition, possession of a Company Officer Certification shall allow an employee to be compensated at $60 per month. Possession of a Chief Officer certification shall allow an employee to be compensated at $120 per month. Only certification issued by the California State Fire Marshal's Office shall be accepted. These certifications are not cumulative compensation.

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

C. In addition, an employee any employee who receives Task Force Leader, Strike Team Leader and/or Executive Fire Officer designation will be eligible for an incentive of $200 per month effective upon the signing of this MOU. Effective July 1, 2020 the incentive shall increase to $250 per month. Effective January 1, 2021, the incentive shall increase to $300 per month.

D. 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)(2) – Educational Incentive Pay.

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 pursuant to a contract with the California Public Employees' Retirement System (CalPERS). For all Safety employees, the contract includes the Post Retirement Survivor option, the 1959 Survivor's benefit – Level 4, and Military Service Credit as Public Service.

B. Employees who are "classic" members under the CalPERS regulations have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. Classic employees shall pay nine percent (9%) compensation earnable as the employee contribution to CalPERS.

C. 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 a member of a reciprocal system or who has had a break in service of at least six months or more) will have the retirement formula 2.7%@57 with a three year average for final compensation. New members contribute one-half the total normal cost as set by CalPERS each year.

D. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019/20 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution (up to twelve percent 12%) as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

.5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

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. Cost sharing will begin as noted above.

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.

ARTICLE 22 - SALARIES AND WAGES

SALARY RANGES

A. Salary ranges for classifications in this unit are identified in Addendum A.

B. Effective beginning with the first full pay period starting after July 1, 2025, the salary range for Battalion Chief and Deputy Fire Chief will be increased by 10.0% (3.4% cost of living adjustment ("COLA") and 6.6% equity salary adjustment based on 2025 salary survey).

   Effective beginning with the first full pay period after July 1, 2026, the salary range for Battalion Chief and Deputy Fire Chief will be increased by 4.0% COLA.

   Effective beginning the first full pay period after July 1, 2027, the salary range for Battalion Chief and Deputy Fire Chief will be increased by 3.0% COLA.

   The base hourly rate for the 40 hour BC classification shall be subject to a conversion factor of approximately 1.4 times the hourly rate for 24 hour shift employees, and will be reflected on the City's salary schedule as a separate classification. The annual salary range for the 40 hour BC classification shall be the same as that for a 24 hour shift employees.

C. Longevity Pay

The City will provide a monthly longevity payment to unit employees based on their years of full-time City service in addition to prior full-time sworn fire service with another public agency (must provide proof of service). Longevity pay shall be paid each pay period at the following noncumulative amounts:

4.5% of base salary upon completion of twenty (20) years of continuous service;
9.0% of base salary upon completion of twenty-five (25) years of continuous service

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(1).

D. Merit Steps

MPPOCA employees will move from a 5-step salary range to a minimum and maximum salary range. Unit employees are eligible for a merit increase not to exceed 5% at their normally scheduled annual evaluation until they reach the maximum of the salary range. Unit employees who receive a "meets standard" or above rating receive a 5% merit increase not to exceed the maximum of the salary range. Unit employees are eligible to receive the COLA each year for the term of the agreement and an annual merit increase as set forth above.

When a new unit member is promoted to a Battalion Chief classification, the new unit member will be placed in the salary range to ensure that the total of base salary, longevity, education pay, and special pay is 5% higher than the maximum that a top step Fire Captain could receive for those same compensation items.

E. EMT-D Premium Pay

1. 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) or Emergency Medical Technician – Paramedic (EMT-P) shall receive $200.00 per month premium pay.

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)(2) – EMT Pay.

ARTICLE 23 - WORK SCHEDULE

The basic work schedule for employees assigned to Fire Suppression is eight 24-hour shifts in a 24-day work period which amounts to an average of 121 (122 in a leap year) work shifts per year. This work schedule shall be herein referred to as the 48/96 or 56-hour shift. Battalion Chiefs working the 48/96 or 56-hour shift schedule work 2910 regularly scheduled hours per year. The basic work schedule for employees assigned to a forty-hour work schedule, including 40-hour Battalion Chief or Deputy Fire Chief classification is four 10 hour shifts in a seven-day period. This work schedule shall be hereinafter referred to as the 4/10 or 40-hour shift. Battalion Chiefs or Deputy Fire Chief working the 4/10 work 2080 hours per year.

ARTICLE 24 - ACTING/TEMPORARY ASSIGNMENTS

A. Employees assigned in an acting or temporary capacity to work in a position/class having a higher rank or salary range shall be assigned pursuant to the following provisions:

1. Employees must be certified by the City Manager or Fire Chief to work in an acting/temporary assignment capacity in said position/class. Certification for acting and/or temporary assignments shall be at the sole discretion of the City Manager or Fire Chief. The City Manager's/Fire Chief's determination regarding certification for

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

acting/temporary assignments shall not be grievable and is considered to be determinative. "Certification" shall only mean that the City Manager/Fire Chief has used discretion and determined solely in his/her professional opinion that the individual is capable of performing the acting or temporary assignment. "Certification" shall not refer to any particular examination or evaluation process, and no such process shall be required for use by the City Manager/Fire Chief in rendering his/her determination.

B. Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail);

C. Need for Acting/Temporary Assignments: To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting /temporary assignment basis to positions of a higher classification. For the purposes of this Article, it is understood that acting/temporary 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 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 vacant, although filled, because the regular employee is on an approved paid or unpaid leave of absence.

D. 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/temporary assignments to a minimum.

E. Selection for Acting/Temporary Assignments. The selection of an employee for acting/temporary assignments shall be at the sole discretion of either the City Manager or the Fire Chief or their designee. Selection shall be pursuant to the guidelines in A1 above.

F. No person shall be appointed to an acting/temporary assignment when on probation. Acting/temporary assignments shall be filled depending on the needs of the Fire Department as determined by the sole discretion of the City Manager or Fire Chief.

G. Status of Employee in Acting/Temporary Assignment. Time served in an acting/temporary assignment shall not be credited towards completion of any probationary test period in the acting/temporary assignment position. Time served in an acting/temporary assignment position shall not alter the employee's anniversary date. If the employee in an acting/temporary assignment would have been eligible for a merit increase had the acting/temporary assignment 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/temporary assignment positions being considered.

H. Duration of Acting/Temporary Assignment. The duration of any acting/temporary assignment shall be in accordance with Rule IX of the Personnel System Rules and Regulations.

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

ARTICLE 25 – FAIR LABOR STANDARDS ACT

A. 7K Exemption. The City of Monterey Park has exercised its ability to take statutory "7K" exemption for sworn personnel, including employees assigned to work a forty (40) hour work schedule, including the 40 hour Battalion Chief and Deputy Fire Chief. The FLSA 7K work period for such employees assigned to suppression positions, including 40 hour Battalion Chief and Deputy Fire Chief when assigned to suppression duties, shall be twenty-four (24) days. The 7K exemption and 24 day work period are established for purposes of calculating MOU overtime, as Battalion Chiefs and Deputy Fire Chief, including those on forty (40) hour work schedule including the 40 hour Battalion Chief and Deputy Fire Chief are FLSA exempt.

B. Overtime (Fire Suppression). Hours worked by fire suppression employees, including 40 hour Battalion Chief and Deputy Fire Chief when assigned fire suppression duties, and Battalion Chiefs assigned to Fire Prevention, in excess of the standard work period of one hundred and eighty-two (182) hours in a twenty-four (24) work period shall be compensated at the MOU overtime rate of time and one-half his/her/their regular rate of pay. When a 40 hour Battalion Chief or Deputy Fire Chief are assigned to suppression duties, 40 hour Battalion Chief or Deputy Fire Chief shall be paid at the lower 56 hour rate for all hours worked performing suppression duties. Overtime will accrue only if a 40 hour Battalion Chief or Deputy Fire Chief works in excess of the standard work period of one hundred and eighty-two (182) hours (suppression and non-suppression combined) in the twenty-four (24) work period in which the suppression duties are performed. Overtime premium for the 40 hour Battalion Chief or Deputy Fire Chief shall be calculated using 56 hour schedule salary for purposes of calculating FLSA regular rate of pay.

C. Overtime for Strike Team Assignment. Notwithstanding the above, when Battalion Chiefs or Deputy Fire Chief are assigned to a strike team the City is reimbursed at time and one-half of the employee's regular rate of pay. Accordingly, Battalion Chiefs working the 56-hour shift schedule assigned to a strike team are entitled to an MOU overtime rate of time and one-half of the employee's regular rate of pay when so assigned. 40 hour Battalion Chief or Deputy Fire Chief assigned to a strike team are entitled to an MOU overtime rate calculated using the 56-hour schedule salary when so assigned, so long as the employee has worked in excess of the standard work period of one hundred and eighty-two (182) hours (suppression and non-suppression combined) in the twenty-four (24) day work period in which the strike team assignment occurs.

D. 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.

ARTICLE 26 - 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

Doc ID: a4b830cc2207ef6d7780fef83d10dbac1c1a8765

examination without the stress EKG every two years. The stress EKG will be administered every four years only.

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 exam may be provided more frequently upon request of the employee and approval by the Director of Human Resources and Risk Management.

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/her job requirements.

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

E. The medical provider shall notify the City whether or not the employee is "medically qualified" to perform the essential functions of the position.

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 the unit members. The plan amendment will be effective the payroll period following the 2019/20 CalPERS contract amendment approval and simultaneously to members picking up an additional cost sharing amount as outline in Article 20, Retirement Benefits, Section D.

A. City Contribution to a 401(a) Plan

The City will contribute to a 401(a) Plan for all members of the bargaining unit as follows:

Tier 1: Classic members will receive 3% of regular monthly salary to the 401(a) Plan.
Tier 2: "New members" (PEPRA) will receive $185 per month to the 401(a) Plan.

A deferred compensation plan will be available to all members of the Professional Chief Officers' Association employee group. Participation in this deferred compensation plan is at the option of the individual employee.

A. <u>B. One-Time Deferred Compensation Special 457 Catch-up Provision</u>:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 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. 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. All 457 plans of an employer must have the same normal retirement age

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(NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. 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 date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.
2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.
3rd Year: If a third year is chosen, no more than 60% 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 - SPECIAL MANAGEMENT COMPENSATION PAY

A. Compensatory Time -

In lieu of receiving cash payment for hours worked in excess of regularly scheduled shifts, .an employee may elect the option of accruing compensatory time off. Compensatory time shall be earned at straight time for each hour worked.

All accrued compensatory time will be converted from accrued time and paid as cash as of December 1 of each year. The remaining balance will remain on the books until such time as the employee utilizes the compensatory time.

ARTICLE 29 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to PCOA 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 PCOA,

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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.

PCOA shall be deemed to have met and conferred and agreed to any matter within fifteen calendar days after hand delivery of the notice by the City to the on-duty Battalion Chief regarding said matter and the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 30 - GENERAL PROVISIONS

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

B. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

C. The parties acknowledge that during the meeting and conferring in good faith which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in the MOU. Therefore, the City and PCOA, for the term of this MOU, each voluntarily unqualifiedly waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU even though such subjects 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 MOU, unless otherwise provided for herein or if the parties mutually agree to meet and confer on a matter subject to negotiations.

D. It is agreed that neither PCOA nor the City shall discriminate against any employee because of race, religion, national origin, age, gender, disability, sexual orientation, marital status, or political/union membership or activity.

E. The parties hereto agree this MOU cannot be modified, changed, and/or canceled in any way, except by mutual written consent of said parities as set forth in this MOU.

F. The parties acknowledge the provisions of the MOU require a close degree of cooperation between the parties. The need to modify the MOU and/or clarify the intent or application of some MOU provisions may arise during the term of this MOU. If such need arises, the parties may make such modifications, refinements, and/or adjustments through the use of a Side Letter or a Letter of Agreement ("LOA"). The use and content of any such Side Letter or LOA must be mutually agreed upon by the parties, executed in writing, attached to this MOU as an addendum, and become a part hereof.

G. LOA's will be used for the purpose of clarification of existing MOU provisions with no substantive or economic change to the MOU. LOA's may be executed on behalf of the City by the City Manager.

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H. Side letters may be used to amend the MOU. Such amendments may or may not have a substantive and/or economic impact. Side letters with insignificant or not economic impact to the City, as determined by the City Manager after consultation with the City Attorney, may be executed on behalf of the City by the Personnel Officer and the City Manager. Side letters with a significant economic impact to the City, as determined by the City Manager, may be tentatively agreed to by the Personnel Officer and the City Manager, in a form approved by the City Attorney, but will have no force and effect whatsoever unless or until approved by City Council.

ARTICLE 31 - 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, 2028, and shall continue in effect from year-to-year thereafter unless or until terminated.

ARTICLE 32 - MODIFIED DUTY ELIGIBILITY

Subject to the one exception described below, modified duty shall be made available, on a temporary basis, 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 modified duty.

ARTICLE 33 - INDUSTRIAL DISABILITY RETIREMENT

The City may request a disability retirement on behalf of an employee as permitted under the law.

ARTICLE 34 - 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 with regards to individuals suffering from an industrial disability and/or being granted an industrial disability retirement that the following sick leave rules and regulations shall apply:

A. 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, which

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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.

B. 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.

ARTICLE 35 - FMLA/CFRA COMPLIANCE AND LEAVE POLICY

The City's Administrative Policies shall reflect FMLA and CFRA leave requirements.

ARTICLE 36 - CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or affect whatsoever unless or until ratified and approved by minute action 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 20th day of August, 2025.

MONTEREY PARK PROFESSIONAL CHIEF OFFICERS' ASSOCIATION	CITY OF MONTEREY PARK
By:	By:
Robert DeRosa, Battalion Chief	Inez Alvarez City Manager
By:	By:
Adam Malouf, Battalion Chief	Christine Tomikawa, Director of Human Resources & Risk Management
By:	
Ryan Weddle, Battalion Chief	

APPROVED BY:

Karl H. Berger, City Attorney

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ADDENDUM A

Effective the first pay period after July 1, 2025, the monthly salary for Battalion Chief and Deputy Fire Chief shall increase by 10.0%.

Classification	Minimum	Maximum
Battalion Chief	$13,172	$16,038
Deputy Fire Chief	$14,434	$18,026

Effective July 4, 2026, the monthly salary for Battalion Chief and Deputy Fire Chief shall increase by 4.0%.

Classification	Minimum	Maximum
Battalion Chief	$13,699	$16,680
Deputy Fire Chief	$15,011	$18,747

Effective July 3, 2027, the monthly salary for Battalion Chief and Deputy Fire Chief shall increase by 3.0%.

Classification	Minimum	Maximum
Battalion Chief	$14,110	$17,180
Deputy Fire Chief	$15,461	$19,309

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