



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MONROVIA

AND

THE MONROVIA FIREFIGHTERS' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2027

**MEMORANDUM OF UNDERSTANDING
MONROVIA FIREFIGHTERS’ ASSOCIATION
FISCAL YEARS 2022 – 2027**

APPENDIX A

		<u>No.</u>
SECTION I	GENERAL	A-1
SECTION II	RECOGNITION	A-1
SECTION III	MANAGEMENT RIGHTS & RESPONSIBILITIES	A-1
	A. Management Rights.....	A -2
SECTION IV	EMPLOYEE ORGANIZATIONAL RIGHTS & RESPONSIBILITIES	A-3
	A. Dues Deduction	A-3
	B. Indemnification.....	A-3
	C. Time Off for Meeting and Conferring	A-3
	D. Time Off for Association Business	A-4
SECTION V	WORK STOPPAGE PROHIBITION	A-4
	A. Prohibited Conduct	A-4
	B. Association Responsibility.....	A-4
SECTION VI	GRIEVANCE PROCEDURES	A-4
	A. General.....	A-4
	B. Purpose of Grievance Procedure	A-4
	C. Matters Subject to Grievance Procedure.....	A-5
	D. Probationary Employees.....	A-5
	E. Grievance Procedure	A-5
	F. Conduct of Grievance Procedure	A-6
	G. Information to be Provided	A-7
	H. Consolidation of Grievances	A-7
SECTION VII	DISCIPLINARY ACTIONS	A-7
	A. Definition.....	A-7
	B. Notice	A-8
	C. Response to Charges	A-8
	D. Final Notice.....	A-8
	E. Representation	A-8
	F. Right to Appeal	A-8
	G. Appeal Procedures	A-9

	<u>No.</u>
SECTION VIII	HOURS OF WORK..... A-10
SECTION IX	SALARIES & COMPENSATION..... A-11
A.	Salaries..... A-11
B.	Survey Cities..... A-11
C.	Salary Survey/Salary Range Adjustments..... A-11
D.	Application of Salary Ranges A-12
E.	Special Assignments..... A-14
F.	Paramedic Training Allowance..... A-14
G.	Fire Officer Certification Pay A-15
H.	Chief Officer Certification Pay A-16
I.	USAR Rescue Systems Certification Pay A-17
J.	EMT Certification Pay A-17
K.	Tiller Truck Certification Pay..... A-17
L.	Educational Incentive Pay..... A-18
M.	Fire Investigator Program Stipend..... A-18
N.	Overtime A-18
O.	Compensating Time Off..... A-19
P.	Applicable Salary Rates Following Promotions, Demotions or Transfers..... A-19
Q.	Minimum Call-Back Pay..... A-20
R.	Compensation for Assigned Work out of Classification..... A-20
S.	Bilingual Pay A-20
T.	Performance Bonus A-20
SECTION X	UNIFORM, CLOTHING AND SAFETY EQUIPMENT ALLOWANCES..... A-21
SECTION XI	LEAVE PROVISIONS A-22
A.	Vacations..... A-22
B.	Holidays..... A-24
C.	Leave Use During Holidays..... A-25
D.	Leave Use Resulting In Force Hires..... A-25
E.	Floating Holidays A-25
F.	Sick leave A-26
G.	Bereavement Leave..... A-27
H.	Workers' Compensation..... A-27
I.	Military Leave..... A-28
J.	Jury Leave A-28
K.	Unauthorized Leave..... A-28
L.	Computation of Leave Time A-28
SECTION XII	PROMOTIONAL PROCEDURES..... A-28
SECTION XIII	CONDITIONS OF EMPLOYMENT A-29

	A. Residency Requirement.....	A-29
	B. Non-Smoking	A-29
	C. Fire Cadets	A-29
	D. DMV Physicals.....	A-29
SECTION XIV	OUTSIDE EMPLOYMENT	A-29
SECTION XV	RETIREMENT BENEFITS	A-29
	A. Basic Retirement	A-29
	B. Additional Retirement Benefits.....	A-29
SECTION XVI	HEALTH AND WELNESS BENEFITS	A-31
	A. Cafeteria Style Medical Benefit	
	B. Prohibition of “Double Coverage”	A-32
	C. Tuition Reimbursement.....	A-32
	D. Deferred Compensation.....	A-33
SECTION XVII	RETIREMENT MEDICAL BENEFITS	A-33
	A. Cessation of Medical Benefits Upon Retirement	A-33
	B. Pre-Funded Retiree Medical Trust	A-34
	C. Payment of PERS Contingency Reserve Fee	A-36
	D. Medical Coverage-Families of Employees	A-36
	E. Health Insurance Committee.....	A-36
SECTION XVIII	MEAL POLICY	A-36
SECTION XIX	2W DEATH BENEFIT	
SECTION XX	SEVERABILITY	A-36
SECTION XXI	FULL UNDERSTANDING	A-36
SIGNATURES	A-37

APPENDIX A

SECTION I. GENERAL

This Memorandum of Understanding (Agreement) is made and entered into by and between the City of Monrovia (City) and the Monrovia Firefighters' Association (Association), pursuant to the Meyers-Milias-Brown Act of the State of California, the Monrovia Municipal Code, and the Personnel Rules and Regulations of the City of Monrovia. The City and the Association have agreed on the terms outlined in this Agreement for a five-year period (Fiscal Years 2022 – 2027), to remain in effect through June 30, 2027. Furthermore, the City and Association also agree to an automatic re-opener of this Agreement if the City experiences any severe financial hardship through reductions in the operating budget and / or increases in employer costs during the term of this Agreement.

The City Council ratified and approved the terms and conditions of employment set forth in this Agreement on June 21, 2022.

It is the intent and purpose of this Agreement to set forth the understanding reached between the Association and the City as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Association and representatives of the City. The parties affirm their mutual commitment to the goals of respecting and valuing people, effective and efficient public service, sound and responsible management, and amicable employer-employee relations.

SECTION II. RECOGNITION

The City recognizes the Association as the representative in matters pertaining to wages, hours, and others terms and conditions of employment for those employees within the representation unit composed of those full-time permanent classified positions that include the following:

- Firefighter
- Firefighter w/ Paramedic Assignment
- Fire Engineer
- Fire Captain

Formal recognition of the Association representing those classifications provided herein shall not be subject to challenge and no other recognition shall be afforded by the City except during a 30 calendar day period running between 150 and 180 calendar days before expiration of this Memorandum of Understanding.

Furthermore, the City and Association agree to an automatic annual re-opener to meet and confer regarding the following issues only:

- Automatic re-opener if the City experiences any severe financial reduction of its operating budget and / or unexpected increase in employer costs.

SECTION III. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights.

In order to ensure that the City of Monrovia shall have the ability to carry out its functions to provide continuing public services, the City retains the sole and exclusive right, responsibility and authority to determine its mission, purpose, objectives and policies not specifically abridged herein which shall include but not be necessarily limited to the following:

1. To determine the standards and levels of services to be rendered, operations to be performed, utilization of technology and equipment, including, but not limited to, the sole and exclusive right to determine which pieces of equipment to purchase for utilization in the Fire Department, means and method of operations, overall budgetary matters including but not limited to, the right to contract or sub-contract any work, services or operations of any agency or department;
2. To determine the policy of all departments and agencies of the City including the right to manage and direct the affairs of all agencies and departments in all respects;
3. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take disciplinary action against employees of any agency or department;
4. To direct and manage the employees of all City agencies and departments;
5. To determine the appropriate job classifications, organizational structure and level of personnel by which the operations of all City agencies and departments are conducted;
6. To relieve employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or inefficient in terms of the utilization of resources to meet public needs;
7. To maintain the efficiency and effectiveness of government operations;
8. To determine the size and composition of all agencies and departments and to establish work schedules and assignments;
9. To establish performance standards for employees of City agencies and departments including but not limited to quality and quantity standards;
10. To take whatever actions may be necessary to carry out the mission of the City agencies and departments in situations of emergency;
11. To establish and promulgate rules and regulations, policies and procedures relating to productivity, efficiency, conduct and safety, as well as rules and

regulations, policies and procedures designed to comply with applicable jurisdiction and legislative enactments.

It is expressly agreed by the parties that nothing in this Section shall be construed as a waiver by the Association of any of its rights, including, but not limited to, its right to compel the City to meet and confer in good faith over any mandatory subject of bargaining.

SECTION IV. EMPLOYEE ORGANIZATIONAL RIGHTS & RESPONSIBILITIES

A. Dues Deduction.

The City shall deduct dues on a regular basis, however, not to exceed once per month, from the pay of all classifications and positions recognized to be represented by the Association and who voluntarily authorize such deductions in writing on a form to be provided for this purpose which is mutually agreed to by the Association and City. The authorization for dues deduction shall be revocable at any time by the employee's filing a written request for such discontinuance. The City shall remit deducted monies to the Association within ten working days following the deductions. The City shall not be responsible to institute payroll deduction until 30 days after the written authorization is presented to the City.

B. Indemnification.

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the dues deductions or transmittal of such monies to the Association.

C. Time Off for Meeting and Confering.

1. The City recognizes that it is to the benefit of both the City and the Association that the City grant individuals representing the Association in employer-employee relations leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When an employee participates in meet and confer sessions during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). Individuals granted time off to represent the Association shall be permanent full-time employees in those classifications represented by the Association provided that the number of individuals who shall represent the Association shall not exceed four (4). Leave from duty shall be granted only to the extent that such leave does not adversely affect the operations of the respective department in which the employee is assigned.
2. As used herein and above, full pay shall mean the employee's current base salary, benefits and assigned bonus pay only.
3. The Association shall provide to the department to which the employee/representative is assigned the name(s) of those individuals who will serve as representatives of the Association for the purposes of meet and

confer. The Association shall also provide the City Manager with a written list of up to three (3) individuals who will represent the Association during the meet and confer process.

4. Such list shall be provided to the City Manager at least fifteen calendar days prior to the first date established for meeting and conferring.

D. Time Off for Association Business.

The Fire Chief shall have sole discretion to allow Association representatives to participate in Association-related conferences, meetings, and training activities and provide leave from duty with full pay during scheduled working hours to participate in such activities. During non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent at Association-related activities.

SECTION V. WORK STOPPAGE PROHIBITION

A. Prohibited Conduct.

1. The Association, its officers, agents, representatives and/or members, agree that during the term of this Memorandum of Understanding, they will not call, engage in or condone any strike, walkout, work stoppage, work slowdown, job action, sickout, blue flu, withholding of services or other interferences with City operations, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Section V, A, 1, above shall be subject to disciplinary action including termination by the City regardless of whether the Association carries out in good faith its responsibilities set forth below.

B. Association Responsibility.

In the event that the Association, its officers, agents, representatives and/or members engage in any of the conduct prohibited in Section V, A, 1, above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding, is unlawful, and that they must immediately cease such conduct and return to work.

SECTION VI. GRIEVANCE PROCEDURES

A. General.

This grievance procedure shall be the sole and exclusive procedure within the framework of the municipal government for resolving grievance disputes.

B. Purpose of Grievance Procedures.

1. To afford employees individually or through recognized employee organizations the systematic means of obtaining further consideration of problems after every reasonable effort has failed to solve them through discussion.
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedure shall be as informal as is practical.

C. Matters Subject to Grievance Procedures.

For the purposes of this section, a grievance shall be considered as any matter (for which appeal is not otherwise provided for or prohibited) concerning any dispute concerning the interpretation or application of the terms of this Memorandum of Understanding or written City or departmental policies, rules or regulations, the results of which affects the employees work schedule and/or hours, general fringe benefits, compensation level, holidays, retirement, classification, or safety.

D. Probationary Employees.

Probationary employees may file a grievance(s) under those grounds defined in Section C.

E. Grievance Procedures.

1. Informal Grievance Procedure: An employee shall within ten days of the occurrence being grieved attempt to resolve a grievance through discussion with his immediate supervisor on an informal basis. If after such discussion the employee does not believe the problem has been satisfactorily resolved, he/she shall discuss it with his/her supervisor's immediate superior, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision. At no time may the informal process go beyond the second level of supervision. If the employee is not in agreement with the decision reached by the informal process, he may then file a formal grievance in writing within ten working days after receiving the informal decision of his immediate or second level supervisor.
2. Formal Grievance Procedure:
 - a. First Level of Review: The employee shall present the formal grievance in writing to his/her supervisor who shall render a decision and comments in writing and return them to the employee within ten working days after receiving the written grievance. If the employee does not agree with his supervisor's decision or if no answer has been received within the ten (10) working days, five (5) shifts for shift personnel, the employee may present the grievance in writing to his supervisor's immediate superior.

- b. Second Level of Review if Appropriate: The second level supervisor receiving the formal grievance shall review it, render a decision and comments in writing and return them to the employee within ten (10) working days, five (5) shifts for shift personnel, after receiving the written grievance. If the employee does not agree with the decision or if no answer has been received within ten working days, he may present the formal grievance in writing to the department head.
- c. Department Review: The department head receiving a formal grievance shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing and return them to the employee within ten working days after receiving the formal written grievance. If the employee does not agree with the decision reached or if no answer has been received within ten working days, he may appeal the formal grievance in writing to the City Manager as provided in paragraph e below within ten (10) working days. However, the employee may first choose to have the grievance submitted to mediation as provided below. If the employee wants the grievance to be submitted to mediation, he shall make that request along with his appeal to the City Manager.
- d. Mediation: An employee who is not satisfied with the department head review of a grievance may request that the parties submit the grievance to mediation to attempt to satisfactorily resolve the grievance. Mediation is a non-binding confidential process where a mediator appointed by the State Mediation and Conciliation Service or the Public Employment Relations Board attempts to resolve the grievance by meeting with the parties to determine if a mutual agreement can be reached. The entire mediation process is confidential and no information provided to the mediator by either side may be admitted into evidence in any other proceeding. The parties agree that mediation is a process in which an uninvolved neutral third party tries to help the parties reach an agreement. If mediation does not resolve the grievance, since the employee has already appealed to the City Manager, the grievance shall proceed to the City Manager as provided below in paragraph e.
- e. City Manager Review: The City Manager or designated representative shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The City Manager or designated representative may select the methods considered appropriate for the study of the issues and he shall render a written decision to the parties within twenty (20) working days after receipt of the grievance appeal. The decision of the City Manager shall be final and binding within the framework of the municipal government.

F. Conduct of Grievance Procedures.

1. The time limits specified above may be extended by mutual agreement of the employee and the reviewer.
2. The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of the review.
3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal. However, work time used in conferring about and presenting the appeal shall not conflict with or in any way inhibit the efficient operation of the department involved.
4. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.
5. Except by mutual agreement, failure by the grievant, at any level, to file or appeal a grievance to the next level within ten working days after receipt of a decision (or, if no decision is rendered within 25 calendar days from the date of initial submission) shall be considered a waiver of rights to continuance of the grievance and shall bar any further consideration.
6. IN THE PRESENTATION OF GRIEVANCES AT ANY SUPERVISORY OR APPEAL LEVEL, EMPLOYEES ARE ASSURED OF FREEDOM FROM RESTRAINT, INTERFERENCE, DISCRIMINATION OR REPRISAL.

G. Information to be Provided.

The employee shall file his/her formal grievance on forms to be provided by the Personnel Office. The written information to be provided by the grievant shall include a clear, concise statement of the nature of the grievance; the circumstances involved; the decisions rendered at each preceding step of the process; the reasons why the employee does not agree with the decisions rendered at each level of review; and the specific remedy sought.

H. Consolidation of Grievances.

In order to strengthen the efficiency and effectiveness of the formal grievance process and to promote the principles of Section VI, B, 2, the City respondent may consolidate or group grievances for the purpose of processing through the formal grievance procedures provided the grievances are reasonably similar with respect to general nature, alleged violations and alternative remedies. Respondent, prior to determining the appropriateness of consolidating grievances, shall give due consideration to the confidentiality of the parties involved in the interest of reasonably protecting information of a personal nature.

SECTION VII. DISCIPLINARY ACTIONS

A. Definition.

Actions taken by the appointing authority causing demotion, discharge, reduction in pay, or suspension without pay of a permanent employee or which otherwise reduces the employee's compensation or benefits for cause shall be considered as disciplinary action and subject to the provisions contained in this article. The provisions of this article shall not apply to reductions in pay or benefits which are a part of a general plan to reduce salaries, wages or benefits or to a general plan to eliminate positions or reduce services as determined by the City Council.

B. Notice.

In any actions to discipline an employee as defined in this article, the following shall be provided the employee prior to the disciplinary action being enacted:

1. The employee shall receive a preliminary written notice of the proposed disciplinary action, the effective date of the proposed disciplinary action and the reasons therefore. The reasons must state the specific grounds and the facts of the particular events or circumstances upon which the action is taken. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included.
2. The employee shall be provided with any known written materials, reports, and written documents upon which the proposed disciplinary action is based.

C. Response to Charges.

1. Prior to disciplinary action being enacted the employee shall have the opportunity if he/she so desires to respond in writing to the person in the department or City who can effectively recommend that the proposed disciplinary action be taken or not taken or, depending upon the nature of the action, to the individual who enacts the discipline. The employee shall also be given the opportunity to present his/her response to charges orally in addition to the written response.
2. Reasonable time limits shall be established in which the employee shall be afforded an opportunity to respond to the charges upon which the proposed discipline is based. The employee shall be afforded up to 72 hours to respond to proposed disciplinary action.
3. Nothing contained herein shall limit the City in relieving an employee from duties if the employee is incapacitated so as to be unable to perform.

D. Final Notice.

If after following the procedures outlined herein a decision is made to discipline the employee, within a reasonable time after completion of the procedures a written notice shall be served upon the employee setting forth the reasons for the discipline to be enacted, and the effective date of said action.

E. Representation.

During any stage of the process described herein, the employee may choose to be represented by any individual of his/her choice. The department head or supervisor involved shall be notified of the name of the individual representing the employee.

F. Right to Appeal.

In the final notice of the proposed disciplinary action, the employee shall be informed, if applicable, of his/her right to appeal the disciplinary action and to a hearing.

G. Appeal Procedures.

1. Purpose: To provide an opportunity to permanent employees to appeal directly to the City Manager or designee or his/her authorized representative relative to matters subject to appeal. Any permanent employee who is demoted, suspended or discharged as a result of disciplinary action for cause or whose benefits are reduced as a result of disciplinary action for cause or whose benefits are reduced as a result of disciplinary action being effected against him / her for cause shall have the right to appeal such action directly to the City Manager or designee or his/her authorized representative.
2. Request for Review: Appeal of disciplinary action shall be presented in writing to the City Manager or designee or his/her authorized representative within ten calendar days after final notice to the employee of the disciplinary action to be imposed. Failure of the employee to file an appeal within ten calendar days shall constitute a waiver and shall bar the employee from further processing of the appeal.

The written appeal shall state the material facts and charges upon which disciplinary action was taken, shall state the employee's written response to the charges, and shall state the remedial action desired.

3. City Manager or designee Review: The City Manager or designated representative shall review appeals. The following guidelines shall be used:
 - a. In the case of an appeal of a disciplinary action, the City Manager or designated representative shall conduct the review by discussing the disciplinary action with the employee, his/her representative, if any, and with any other persons the City Manager or designee deems appropriate.
 - b. In the case of an appeal involving more than five days suspension, the City Manager or his/her designee shall provide a full evidentiary hearing, if requested by the employee.

These provisions shall not limit any constitutional right of the employee to a full evidentiary hearing.

The City Manager or designee shall render a written decision to the parties within 20 working days after the receipt of the appeal. The

decision of the City Manager or designee shall be final and binding within the framework of city government.

4. Conduct of Appeal Procedures: The provisions of Section VI, F, shall apply to the conduct or appeal procedures, except that nothing provided herein shall limit the right of the employee to a full evidentiary hearing for disciplinary actions in excess of five days suspension.
5. Appeals of disciplinary actions shall be conducted pursuant to the City of Monrovia Fire Fighter Bill of Rights Policies and Procedures.

SECTION VIII. HOURS OF WORK

The regular hours of work for those classifications and assignments covered under this agreement shall be as follows:

- A. A normal work day for the classifications and assignments covered hereunder may consist of eight (8) hours per day on the basis of a five-day work week, nine (9) hours per day and one eight (8) hour day every two weeks on the basis of 9/80 work schedule, ten (10) hours per day on the basis of a four (4) day work week, or twelve (12) hours per day and one eight (8) hour day every two weeks on the basis of a 3/12 work schedule as shall be determined from time to time by the Fire Chief.
- B. The classification of Firefighter Trainee, Firefighter, Fire Engineer and Fire Captain as well as the assignments of Firefighter/Paramedic Trainee and Firefighter/Paramedic, shall work under the three platoon system, and the normal work week shall consist of an average fifty-six (56) hours on a schedule commonly referred to as the 48/96 shift schedule, and an average total number of 24 hour shifts worked per year of 121.66.

Per section 7(k) of the Fair Labor Standards Act, the parties agree that unless otherwise provided by this Agreement, the City utilizes a 24-day work period for employees in the unit. It is recognized that due to the peculiarities of fire shift schedules in relation to the bi-weekly payroll system, the actual hours worked in one pay period or shifts worked in any one calendar year may vary slightly from these average figures. The base pay, i.e., the monthly salary multiplied by 12 and divided by 26 shall not be increased or reduced as a result of normal scheduled shift changes referred to herein. Termination pay checks shall be adjusted to reflect the balance in the terminating employee's compensatory time account, actual hours worked, and accumulated vacation accrual.

- C. From time to time based on departmental need, the Fire Chief may assign individuals in the above named classifications/assignments (see section A and C) to a forty (40) hour work week. At the time such an assignment is made, the employee's vacation and sick leave accruals will be adjusted to the comparable accumulation for a forty (40) hour week. While working such an assignment, fifty-six (56) hour vacation and sick leave accruals will be prorated on the basis of a forty (40) hour work schedule. If the individual is subsequently assigned to a fifty-six (56) hour work schedule, any unused vacation and sick leave hours accrued at the forty-hour rate will be converted to a comparable fifty-six hour accumulation.

In the event that no individual in the above named classifications and/or assignments, expresses an interest to be assigned to a forty (40) hour work week, the Fire Chief maintains the right to assign an employee having the least seniority in the classification designated for reassignment to the forty (40) hour work week.

- D. When fire administration requires personnel to attend a mandatory meeting on the employee's day off, the department will send the employee an email at least seven days in advance of the meeting with a copy to the employee's supervisor. If the employee has extenuating circumstances that would prevent him/her from attending such meeting (e.g., unable to obtain childcare, illness, pre-scheduled vacation, pre-paid monetary commitments) it is the responsibility of the employee to communicate this through the chain of command and the department shall work to accommodate the employee. The employee shall receive a minimum of three (3) hours of pay for attending the mandatory meeting.

SECTION IX. SALARIES AND COMPENSATION

A. Salaries.

The Salary Range for those employee positions covered by this agreement is set forth in Exhibit A and incorporated herein. Furthermore, the Citywide Classification / Compensation Program, which includes the classifications designated as MFA represented positions, is set forth in Exhibit B and incorporated herein.

B. Survey Cities.

The City and the Association agree that for classification, compensation, and other related survey purposes, the following seven cities shall serve as the representative survey cities for Monrovia:

1. Arcadia
2. Azusa (Los Angeles County Fire Department)
3. Burbank
4. Glendale
5. Monterey Park
6. Pasadena
7. Beverly Hills

C. Salary Survey / Salary Range Adjustments.

Effective July 1, 2022, the new Citywide Classification / Compensation Program will be implemented. The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.

The City will institute a biennial salary survey of salary and medical benefit costs, and will make corresponding salary range adjustments to maintain competitive market based compensation levels, pursuant to the following provisions:

- The City will coordinate the salary survey according to a timeline which will allow for the implementation of salary range adjustments on January 1, 2024 and January 1, 2026.
 - In order to facilitate the timelines associated with the bi-annual salary range adjustments, the salary survey process will be initiated no later than July 1, 2023, and July 1, 2025.
 - The City will guarantee a minimum of a five percent adjustment to the Citywide Classification / Compensation Program on January 1, 2024 and January 1, 2026.
 - The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.
- Prior to initiating the salary survey, the City will establish a working committee that will include the City Manager and / or his / her designee, along with two (2) representatives from the Association. The Association will be responsible for identifying the two (2) representatives to serve on the working committee. Furthermore, the committee will include representatives from the Monrovia Police Officers' Association and the Monrovia Firefighters' Association. The City and the Association agree that representatives to the working committee will work collaboratively and in good-faith.
- Upon convening the working committee, representatives will convene an initial kick-off meeting, where the parties will determine the job classifications to be surveyed and the method of the salary survey. If agreement cannot be reached on the classifications to be surveyed or the method of the salary survey process, a final determination on those matters will be achieved by engaging the City's grievance procedures as defined in Section VI of this Agreement.
- After the initial kick-off meeting, the City will work to collect the salary data pursuant to the guidelines established by the working committee. Upon collecting the data, additional meetings of the working committee will be called to review the salary survey data and to assess how that data will be implemented to establish new top-step salary ranges for all job classifications.
- The implementation of the salary survey data will take into the following prioritized factors: 1.) Account for horizontal and vertical internal organizational salary relationships. 2.) Account for the median salary for each surveyed position. 3.) Implement a new compensation structure that maintains salaries at no less than the median salary survey average in a manner that takes into account horizontal and vertical internal organizational salary relationships.
- Once the working committee reaches agreement on a new compensation system, the City Manager shall be authorized to implement the new salary ranges for each corresponding position.

D. Application of Salary Ranges.

The salary ranges provided herein are intended to recognize individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement within a position. Increases in salary within any range shall be neither automatic nor a matter of right and shall be effected only upon the recommendation of the department head with the approval of the City Manager after completion of a thorough employee performance evaluation.

The following general provisions shall govern the granting of step salary increases within the range:

1. The initial compensation to be paid for employment in any position of employment shall normally be Step A of the salary range. Where it is found to be difficult to obtain qualified personnel for a position or if a person of unusual qualifications is to be employed in a position, the City Manager may authorize hiring at a higher initial step.
2. After the first twelve (12) months of employment, employees appointed at Step A shall be eligible to be considered for advancement to the second step of the applicable range and annually thereafter.
3. Employees initially appointed at higher than Step A shall be eligible to be considered for advancement to the next higher salary step only after completion of twelve (12) months of service.
4. Consideration of advancement of an eligible employee from one step of the salary range to the next shall be done by the department head. Advancement shall be effected only after the department head has completed a thorough evaluation of the employee's performance in the position and has determined that the employee has improved his/her performance within the position resulting in increased value to the City. Advancement shall be made only upon such recommendation by the department head and approval of the City Manager.
5. If in the opinion of the department head the employee has not performed in a manner so as to merit step advancement, a recommendation for retention to present salary step shall be made in writing to the City Manager. The reasons cited for retention shall also be made in writing to the employee involved.
6. If the department head determines, subsequent to completion of a thorough employee evaluation, that an employee has not performed in a manner so as to merit retention or advancement, he may recommend disciplinary action including reduction of an employee's salary step. A recommendation for reduction of an employee's salary step shall be made in writing to the City Manager. The reasons cited for reduction shall also be made in writing to the employee involved pursuant to this agreement.

7. The City Manager may accelerate the step advancement of any employee upon the recommendation of a department head provided (a) the department head in his written request for acceleration certifies that the employee has performed his/her work in an outstanding and exceptionally meritorious manner and (b) at least six months have elapsed after the employee's appointment to the classification, (c) the employee is recommended for advancement of not more than two (2) salary steps, (d) the employee has had no previous step advancement acceleration during his/her employment in the particular classification.

E. Special Assignments.

1. The classification of Firefighter Paramedic shall be considered to be an assignment rather than a classification. All employees currently classified as Firefighter Paramedic shall be considered to be Firefighters assigned as Firefighter Paramedics and shall retain seniority based on their date of appointment as a Firefighter with the City.

The Fire Chief, with the approval of the City Manager, shall have the authority to assign Firefighters to the capacity of Firefighter Paramedic. The duties and responsibilities of individuals so assigned shall be prescribed by the Fire Chief and Human Resources Division and as set forth in Department Policy.

The duties and responsibilities performed as a Firefighter Paramedic shall be on an assignment basis only as directed by the Fire Chief and approved by the City Manager. The number of positions which may be assigned Firefighter Paramedic responsibilities shall be determined by the City Council.

Employees assigned Firefighter Paramedic responsibilities shall receive additional salary compensation in an amount equal to the salary range established for Fire Engineer. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Paramedic Pay. Such salary range shall be afforded only to individuals at the rank of Firefighter who are so assigned. Removal of assigned Firefighter Paramedic responsibilities shall be at the discretion of the Fire Chief. Such removal may be made without cause and shall not be subject to grievance or appeal.

F. Paramedic Training Allowance.

1. With approval of the Division Chief, employees in the Firefighter/Paramedic assignment and other certified Paramedics who are required or encouraged to maintain paramedic certification by the City, and who are required to attend special training for the purpose of maintaining his/her certification as a Paramedic, shall be paid at the 56 hour rate of salary for each hour of required in-classroom or required adjunctive instruction which is completed during the year and which is necessary to maintain paramedic certification. Time and

one-half payment for required training may be applicable if the employee is eligible and such training is in excess of hours worked during the work period.

2. Time for which payment will be made shall be limited to required in-classroom time and reasonable travel time to and from such instruction from the duty station provided it occurs during the employee's off-duty time and for which no other compensation is otherwise received by the employee from the City.
3. Employees shall report hours spent in a training status in the work period and payment will be made to the employee in the employee's regular check. Payment may include any overtime obligation incurred by the City during that work period.
4. For Firefighters assigned as Paramedics only, he/she shall, at the time the employee receives recertification as a Paramedic, receive a bonus payment to be paid upon certification by the Fire Chief that recertification has been attained.

This payment shall be limited to once in any two year period. The amount of payment shall vary with the number of recertification received during employment with the City of Monrovia.

<u>No. of Recertification</u>	<u>Bonus Payment</u>
1	\$200
2	\$400
3	\$600
4	\$1,000
4+	\$1,000

5. Any Firefighter not assigned as a Paramedic, Fire Engineer, and Fire Captain who possesses a valid California state license with Los Angeles County accreditation and, as such, may perform Paramedic duties from time to time shall receive the \$200 monthly stipend. Effective July 1, 2024, this amount will increase to \$250 monthly stipend. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Paramedic Pay.

G. Fire Officer Certification Pay.

Any Firefighter, Firefighter assigned as a Paramedic, and Fire Engineer who possesses a valid Fire Officer Certificate issued by the California State Board of Fire Services or has successfully completed the required coursework and cannot obtain the Fire Officer Certificate only because he / she does not meet the experience requirements shall receive the following amounts in addition to their base pay in accordance with the following provisions:

1. The Fire Officer Certification pay amounts (which will begin with the first pay period in each corresponding Fiscal Year) will be as follows:
 - FY 2022/23 - \$300
 - Effective July 1, 2024 - – \$400 / month
2. An employee must have successfully completed his / her initial probationary period.
3. An employee must have received an overall performance rating of “meets expectations” or higher on their latest annual performance evaluation.
4. Any employee who is currently on a Performance Improvement Plan is ineligible to receive this certification pay until removed from such Plan.
5. An employee, provided he/she meets the minimum requirements for the classification of Fire Captain, must actively participate in the recruitment and testing process each time such recruitment is conducted.
6. An employee who is eligible for such certification pay based on completion of the required coursework, must obtain the Fire Officer Certification as soon as he/she becomes eligible based on years of experience.
7. An employee is only required to complete the coursework and number of courses established as the requirement for Fire Officer Certification at the time he/she applied for such certification pay.

H. Chief Officer Certification Pay.

Any Firefighter, Firefighter assigned as a Paramedic, Fire Engineer, and Fire Captain who possesses a valid Chief Officer Certificate issued by the California State Board of Fire Services or has successfully completed the required coursework and cannot obtain the Chief Officer Certificate only because he / she does not meet the experience requirements shall receive the following amounts in addition to their base pay in accordance with the following provisions:

1. The Chief Officer Certification pay amounts (which will begin with the first pay period in the corresponding Fiscal Year) will be as follows:
 - FY 2022/23 - \$350
 - Effective July 1, 2024 – \$450 / month
2. An employee must have successfully completed his/her initial probationary period.
3. An employee must have received an overall performance rating of “meets expectations” or higher on their latest annual performance evaluation.
4. Any employee who is currently on a Performance Improvement Plan is ineligible to receive this certification pay until removed from such Plan.

5. An employee, provided he/she meets the minimum requirements for the classification of Fire Captain and or Battalion Chief, must actively participate in the recruitment and testing process each time such recruitment is conducted.
5. An employee who is eligible for such certification pay based on completion of the required coursework, must obtain the Chief Officer Certification as soon as he/she becomes eligible based on years of experience.
6. An employee is only required to complete the coursework and number of courses established as the requirement for Chief Officer Certification at the time he/she applied for such certification pay.

An employee who receives Fire Officer Certification Pay (see subsection G above) who becomes eligible for and starts to receive Chief Officer Certification Pay per this subsection (F), shall no longer be eligible to receive Fire Officer Certification Pay. These pays are not cumulative.

The parties agree that to the extent permitted by law, Fire Officer Certification Pay and Chief Officer Certification Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Education Incentive Pay.

I. USAR Rescue Systems Certification Pay.

Any Firefighter, Firefighter assigned as a Paramedic, Fire Engineer, and Fire Captain who possess a valid USAR Rescue Systems 1 and 2 Certificate issued by the California State Board of Fire Services or equivalent certification shall receive \$100 per month in addition to their base pay.

J. EMT Certification Pay.

Any Firefighter, Firefighter assigned as a Paramedic, Fire Engineer, and Fire Captain who possess a valid Emergency Medical Technician (EMT) Certification shall receive the following EMT Certification Pay in addition to their base pay for each corresponding fiscal year:

1. Effective July 1, 2022 – \$400 / month
2. Effective July 1, 2024 - \$450 / month

Starting with the first pay period in each corresponding Fiscal Year, any Firefighter, Firefighter assigned as a Paramedic, Fire Engineer, and Fire Captain who possess a valid EMT Certification shall receive the above identified pay each month in addition to their base pay.

K. Tiller Truck Certification Pay.

Any Firefighter, Firefighter assigned as a Paramedic, Fire Engineer, and Fire Captain who possess a valid Tiller Truck Certification shall receive the following Certification Pay in addition to their base pay for each corresponding fiscal year:

1. Effective July 1, 2022 – \$50 / month
2. Effective July 1, 2024 – \$100 / month

L. Educational Incentive Pay.

Association members shall be eligible to receive educational incentive pay in the following amounts:

- AA / AS Degree – \$275 / year
- BA / BS Degree – \$425 / year
- MA / JD / CPA Degree – \$575 / year
- PhD Degree – \$725 / year

The educational incentive pay benefit provided herein shall be paid annually during Pay Period #24. Furthermore, eligible employees shall only receive educational incentive pay in the amount equivalent to the single highest educational level attained.

In order to participate in the educational incentive pay benefit, employees must provide the Human Resources Division with proof of educational attainment level before October 31 in order to receive the incentive payment during Pay Period #24 of that same year. Once the educational attainment level has been established, the payment shall be made to the employee annually thereafter during Pay Period #24.

If an employee should obtain either a new degree or a higher degree after October 31, the employee must provide the Human Resources Division with proof of the educational degree obtained before the ensuing October 31 in order to receive the educational incentive pay benefit during Pay Period #24 in the following fiscal year.

M. Fire Investigator Program Stipend.

The duties performed as a member of the Fire Investigator Program shall be on an assignment basis only as prescribed by the Fire Chief. The program will have a maximum of six (6) employees. Those employees assigned shall receive compensation in the amount designated below:

- Shift Investigator - \$50 / month
- Lead Investigator - \$150 / month

N. Overtime.

1. For Captains, Firefighters, Engineers, and Paramedics assigned to a 24-hour shift, overtime shall be defined as time worked in excess of 182 hours in a 24-day work period.

Overtime shall be worked and shall be allowed if assigned by the department head or his designee.

2. For employees assigned to a 40 hour week work schedule, overtime is defined as time assigned and worked beyond 40 hours in a 7 day work period. Hours

worked in excess of 40 hours in a 7 day work period shall be paid at time and one-half.

Overtime shall be worked and allowed if assigned by the department head or his designee.

3. Overtime calculation shall be based on 15 minute increments.
4. Overtime shall be compensated at one and one-half times the regular rate after the hours worked as set forth in 1 and 2. It is understood that for the purposes of calculating this overtime compensation, paid leave time, including vacation, holiday, sick leave, workers' compensation leave, bereavement leave, military leave and compensatory time off shall not constitute "hours worked."
6. Overtime (half-time obligation) will be calculated and paid at the end of each employee's work period.
7. Car pool coupons will not be recognized as "hours worked".
8. Jury duty time will be included as "hours worked" under the following conditions:
 - The day that the employee reports for jury duty must be a regular work day for his/her regular assigned shift. An employee may not schedule to work on another shift, take that day off as jury duty and get credit as hours worked (for purposes of overtime) for that day.
 - Jury duty time actually served only (as documented by the court) will be included.
 - On a regular shift day, the employee must return to work to complete his shift once released from jury duty service to relieve the employee that was called in to backfill. (Reasonable travel time will be allowed). The only exception to this would be if the employee is ordered to return for jury duty service the following day.

O. Compensating Time Off.

1. It shall be the policy of the City to give compensation as provided in Section IX, G, 4, above for all overtime worked. However, at the discretion of the department head, giving due consideration to the desires of the employee, compensating time off may be given in lieu of overtime compensation.

The time when compensating time off may be taken shall be determined by the City giving due consideration to the wishes of the employee and the needs of the department.

2. Accumulation of compensatory time off shall be limited to a maximum accumulation of 80 hours for employees assigned to the forty (40) hour work

week schedule and 112 hours for employees assigned to the fifty-six (56) hour work week schedule.

3. Compensatory time off in lieu of overtime pay shall be calculated on the following basis:
 - a. Straight time overtime pay shall be converted to one (1) hour of compensatory time off for each hour worked.
 - b. Time and one-half overtime pay shall be converted to one and one-half (1½) hour of compensatory time off for each hour worked.
4. Compensatory time is a legal liability of the City and upon termination of employment shall be paid the employee less any obligations owed the City by him.

P. Applicable Salary Rates Following Promotions, Demotions, or Transfers.

1. In case of the promotion of any employee in the City service to a position in a classification or assignment with a higher salary range, such employee shall be entitled to receive the rate of compensation to the entrance step of the class to which he has been promoted. In cases where the salary range overlaps, promotion shall be effected at the next higher step in the range of the new class which results in a minimum of a five percent (5%) salary increase, or the top step of the new salary range, whichever is lower. The Department Head shall maintain the right to place the employee at a higher salary step within the new class if deemed appropriate.
2. In the case of demotion of any employee in the City service to a class with a lower salary range, the employee shall be placed in the highest step in the lower salary range which does not represent a salary increase, unless the demotion is for cause in which case a salary decrease may be instituted subject to the provisions of Section VII of this agreement.
3. In the case of the transfer of any employee from one position to another in the same class, or to another class to which the same salary range is applicable, the employee shall remain at the same salary step and retain his original anniversary date.

Q. Minimum Call-Back Pay.

Association members shall be guaranteed a minimum of three hours of pay at time and one-half for a recall. The hours actually worked on recall in excess of three hours but not to exceed six hours shall be paid at time and one-half. Thereafter, hours worked on recall shall be paid at the appropriate rate for hours worked in a work period as defined in Section IX, J.

R. Compensation for Assigned Work Out of Classification.

Employees assigned to work out of classification in a higher paid classification for a period in excess of ten consecutive shifts (30 consecutive days for employees working

40 hour work week) shall be paid additional compensation. Such compensation shall be at the rate of 5% above their regular base salary and shall be paid for each consecutive shift (day) worked after ten consecutive shifts (30 days) have been worked. The first ten consecutive shifts (30 days) worked shall be compensated for at the employee's regular rate.

S. Bilingual Pay.

Employees who, as part of their job, provide translation services using those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of Monrovia, in addition to any language used for daily business, will receive one hundred and twenty-five dollars (\$125) per month bilingual pay as outlined in Administrative Policy #3.15.

T. Performance Bonus.

Association members who reach the top-step of their salary range or are y-rated will be eligible annually to receive a performance bonus of up to 3% for outstanding performance. Outstanding performance will be identified through the annual performance evaluation process, and those Association Members who achieve an outstanding performance rating of between three to five stars will be eligible for a 1% to 3% outstanding performance bonus. The performance bonus will be calculated by multiplying the bonus percentage amount by the employee's base wage rate. The performance bonus will be distributed as a one-time bonus payment subject to all applicable state and federal tax rates and will not increase the employee's base wage rate.

- Performance Bonus Rating Scale:

3.00 – 3.49 = 1% bonus
3.50 – 4.00 = 2% bonus
4.01 – 5.00 = 3% bonus

Any Association member who disagrees with the performance bonus award granted by their supervisor / manager shall be eligible to appeal the decision directly to the Fire Chief for additional consideration. After review, the Fire Chief's final decision regarding the performance bonus award amount shall be final and binding, and shall not be subject to grievance.

Should an employee who is eligible to participate in the Performance Bonus program be assigned work outside their classification, at the time of their annual performance evaluation, the amount of bonus due shall be calculated as follows: If the employee has served in the acting capacity for six months or more, the salary for the acting assignment shall be used when calculating the amount of bonus due. If the employee has served in the acting capacity for less than six months, the salary of their actual classification shall be used when calculating the amount of bonus due.

SECTION X. UNIFORM, CLOTHING AND SAFETY EQUIPMENT ALLOWANCES

- A. The City shall provide for the positions of Firefighter, Firefighter/Paramedic, Engineer, and Captain an initial issue of new station uniforms to include five (5) pants, five (5) shirts, one (1) jacket and one (1) Class A uniform.
- B. Beginning January 1, 2021 and effective the first pay period that includes January 1 of each calendar year following, all members of the bargaining unit shall have \$950.00 reported to CalPERS as uniform allowance. The parties agree, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to CalPERS requirements.

If an item is found to be used solely to serve a personal health or safety need, that portion of compensation will be excluded from calculating any retirement benefits.

“New members” as defined under the Public Employees’ Pension Reform Act of 2013 are not permitted to have the value of uniform allowance reported as special compensation.

- C. The City shall reimburse employees covered under this agreement for the depreciated value of repairing or replacing property (excluding uniforms) or prosthesis necessarily worn or carried by the employee when such is damaged in the line of duty without fault of the employee.
 - 1. Claims for payment shall be submitted to the employee's department head on forms to be provided by the City.
 - 2. A claim for payment of damage costs shall not be authorized in excess of \$100 for personal property and \$150 for personal prosthesis.
- D. Employees in the bargaining unit will be provided with Class A uniforms which may be required to be worn.
- E. Required safety boots shall be maintained in the same manner as safety equipment.
- F. Pursuant to current CAL/OSHA safety regulations, where applicable, all clothing which shall be required to meet safety standards, and is required by applicable law, shall be provided to the employee.

SECTION XI. LEAVE PROVISIONS

A. Vacations.

- 1. Safety employees covered under this agreement shall be entitled to annual vacation leave with pay pursuant to Sections 53250-53252 of the State Government Code as follows:

<u>Years of Service</u>	<u>Vacation Accrual</u>	
	<u>24-Hour Shift</u>	<u>40-Hour Workweek</u>
First year	185 hours	100 hours
2 thru 6	215 hours	120 hours
7 thru 14	245 hours	140 hours
15 thru 20	315 hours	180 hours
21 and above	350 hours	200 hours

- a. Annual vacation leave shall be so scheduled so as to provide an employee with adequate calendar days off to conform to Sections 53256-53252 of the California State Government Code.
- b. Accumulation - Vacation leave for safety employees covered under this agreement may be accumulated according to the following schedule:

<u>Years of Service</u>	<u>Maximum Vacation Bank Accumulation</u>	
	<u>24-Hour Shift</u>	<u>40-Hour Workweek</u>
First year	370 hours	200 hours
2 thru 6	430 hours	240 hours
7 thru 14	490 hours	280 hours
15 thru 20	630 hours	360 hours
21 and above	700 hours	400 hours

Employees reaching the maximum vacation accrual may receive pay for excess vacation hours accrued to a maximum of forty-eight (48) hours each calendar year. Such payment will be based on an employee's vacation accrual as of the last pay period of December of each year. No accumulation may be made beyond the limits prescribed herein.

2. All employees whose employment is terminated after one year of service shall be paid in a lump sum for all accumulated vacation leave earned prior to the effective date of termination.
3. Administration – Administration and scheduling of vacation leave for safety employees covered under this agreement shall be as follows:
 - a. Vacation selections shall be completed during the month of November.

- b. Vacation shall be selected according to seniority based on date of appointment to the department resulting in continuous service and department policy.
- c. Three employees per shift shall be permitted off on vacation leave, however, in any given shift, only two employees will be permitted off on vacation leave per rank (Captain, Engineer, Firefighter Paramedic, and Firefighter). This provision shall be reviewed jointly by the City and Association following a trial-period that will run from July 1, 2017 – June 30, 2018, and pending that review, the provision allowing three employees per shift to be permitted off on vacation leave could be further modified.
- d. If all shifts have been chosen and additional accrued vacations remain to be used, additional employees per shift may select additional vacation leave during the months of November through June subject to authorization thirty (30) days in advance provided no employee is expected to be off on sick leave, workers' compensation leave, or training for over one month during this period.
- d. Additional vacation shifts may be taken during the year provided that there are fourteen (14) personnel on duty (including the Fire Division Chief) and reasonable notice is provided to the department. When manning is less than fourteen (14) personnel and such reduced manning is not due to authorized vacation or holiday leave or department assignment for training purposes (provided the training days are scheduled 30 days in advance and do not exceed a maximum of two consecutive shifts), an employee shall be able to select vacation days equivalent to prior years accrual. Within restrictions of budgeted funds and the availability of qualified staff, callbacks may be required to achieve the City's policy of fourteen (14) personnel constant staffing. Nothing herein shall be construed to prevent the City from altering this policy provided the City first meets with the Association to discuss the impact, if any, upon the safety of the employees and upon the implementation of this section.
- e. Vacations selected and approved shall not be changed except by mutual consent of the department and the employee except that nothing herein shall prevent the Fire Chief from altering vacation schedules in the event of an emergency. Such alteration by the Chief shall not affect any employee through loss of vacation days.
- f. A list "open days" for each platoon shall be kept posted.
- g. Nothing herein shall preclude the granting of emergency vacation leave at the discretion of the department head.
- h. When a shift employee is involuntarily transferred from one platoon to another platoon, the employee's selected and approved vacation, to the extent that vacation is consistent with the platoon's calendar, shall not be changed except by mutual consent of the department and the employee. However, nothing herein shall prevent the City from altering vacation schedules in the event of an emergency.

- i. For 24-hour shift personnel, on the last payroll of each calendar year the accumulated vacation on the books for each employee shall be reduced to the maximum of two years accumulation.

During the subsequent year, employees shall be permitted to accrue vacation leave in excess of the two year maximum, as it is earned, with the following conditions:

- a. Such vacation days were already scheduled during previous November/December vacation selection period.
 - b. Such accrual shall not exceed three years accumulation.
- j. Employees are eligible to buyout or rollover into deferred compensation up to 50% of their annual vacation accrual to the max annual allowable in accordance with IRS regulations, once in a calendar year. The employee must retain a minimum of 40 hours of vacation leave in their vacation accrual bank after the buyout or rollover is processed.

B. Holidays.

- 1. With the exceptions provided herein, holidays for employees covered under this agreement shall be as follows:
 - a. New Year's Eve
 - b. New Year's Day
 - c. Martin Luther King's Birthday
 - d. President's Day
 - e. Memorial Day
 - f. Fourth of July
 - g. Labor Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. The Friday after Thanksgiving Day
 - k. December 24th
 - l. December 25th
- 2. Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.
- 3. For employees on the 5/40 work schedule whose work schedule would include working on Friday and not working Saturday and Sunday, if any of the preceding holidays fall upon a Saturday or Sunday, the Friday preceding the Saturday or the Monday following the Sunday shall be a holiday.
- 4. For employees on a 9/80, 4/10 or 3/36 work schedule, if any of the preceding holidays fall on a Friday or Saturday and this is the employee's day off, the

employee will receive ten (10) hours of holiday pay. If any of the preceding holidays fall on a Sunday and this is the employee's day off, the following Monday will be observed as a holiday.

5. For employees covered under this agreement that work other than a 24-hour shift/56 hour average work week schedule, a holiday shall equal ten (10) hours. Employees covered herein shall be credited with ten (10) hours for holidays worked and shall be charged for that time taken as a holiday, charging time taken in excess of ten (10) hours against accumulated compensating time-off or vacation.

For employees covered under this agreement who work a 24-hour shift / 56 hour average work week schedule, a holiday shall equal fourteen and four-tenths (14.4) hours.

6. All holiday hours shall be paid in full in the payroll period during which the holiday occurred. However, at the discretion of the department head, giving due consideration to the desires of the employee, compensating time off may be given in lieu of pay for holidays.

C. Leave Use During Holidays.

Any employee can utilize their own leave banks to take time off of work on Thanksgiving, Christmas Eve, and Christmas Day, so long as the leave being taken does result in the force hire of another employee who was not previously scheduled to work on Thanksgiving, Christmas Eve, and / or Christmas Day.

D. Leave Use Resulting In Force Hires.

Employees must take at least 12 consecutive hours of vacation, compensatory time, or floating holiday in order to guarantee that they are not force hired back to work.

E. Floating Holidays.

All Association Members will have a new Floating Holiday Leave Bank created, and on an annual basis, each employee will receive two (2) floating holidays in recognition of the employee's birthday and the employee's employment anniversary.

The two (2) floating holidays will be accrued effective the first payroll period following the last full payroll period of the previous fiscal year, and must be used by the last full pay period of each fiscal year. Any floating holiday leave time that is unused during the course of the fiscal year will be forfeited.

In terms of accruals, each employee's Floating Holiday Leave Bank shall be credited with the following hours based on each employee's established work schedule:

- 20 hours for employees that work 5/40 work week.
- 20 hours for employees that work a 9/80 work week.
- 20 hours for employees that work a 4/10 work week or 3/36 work week.

- 28.8 hours for employees that work a 24-hour shift / 56 hour average work week.

Furthermore, for each newly hired employees, during their first year of employment with the City, each such new employee shall have their Floating Holiday Leave Bank credited with the following hours, based on each employee's established work schedule:

- Hire date between July 1 and December 31
 - 20 hours for employees that work 5/40 work week.
 - 20 hours for employees that work a 9/80 work week.
 - 20 hours for employees that work a 4/10 work week or 3/36 work week.
 - 28.8 hours for employees that work a 24-hour shift / 56 hour average work week.
- Hire date between January 1 and June 30
 - 10 hours for employees that work 5/40 work week.
 - 10 hours for employees that work a 9/80 work week.
 - 10 hours for employees that work a 4/10 work week or 3/36 work week.
 - 14.4 hours for employees that work a 24-hour shift / 56 hour average work week.

F. Sick Leave.

Association members shall accrue sick leave at the rate of 8 hours per month of service. However, for fire safety personnel who work a 24-hour shift / 56-hour average work week schedule, one day of sick leave credit shall be equivalent to one-half shift (12 hours).

There shall be no accrual limit for sick leave.

Additionally, new employees shall be eligible to bring with them up to 250 hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.

The City and the Association agree that sick leave abuse is unacceptable, as sick leave time is provided as an insurance program for employees who may become sick or injured, or who must care for family members who become sick or injured. To that end, an employee may be required to file a physician's or dentist's statement, or a personal affidavit with the Human Resources Division, stating the nature of the illness

causing the absence before sick leave with pay will be granted. In all cases, absences on sick leave for twenty (20) hours or more for employees on a 40-hour work week shall require a doctor's certificate. For 24-hour shift personnel, a doctor's certificate or personal affidavit (e.g. a signed memo to the appropriate supervisor) shall be required for sick leave absence of 2 shifts or more.

When an employee will be absent from work due to sick leave, he / she shall advise his / her supervisor or Department Head of their need to take sick leave within thirty (30) minutes after the start of the workday unless extenuating circumstances exist. In addition, holidays occurring during sick leave shall not be counted as ten (10) hours for 40-hour personnel or fourteen and four-tenths (14.4) hours for 24-hour shift personnel of sick leave.

Upon a bona fide retirement from the City through CalPERS, employees who opt to convert an equivalent number of unused sick leave hours to achieve at least one year's worth of service time credit for retirement purposes (based on program details as defined by CalPERS) will be eligible to cash out any remaining accrued sick leave time pursuant to the following program provisions:

- Employees must first convert the equivalent number of sick leave hours needed to achieve one year's worth of service credit through the CalPERS sick leave conversion program.
- Those employees who, pursuant to CalPERS rules and retirement program plan provisions, have restrictions which limit the employee to less than one year of additional service credit that can be earned through the sick leave conversion program, will be required to convert the maximum number of sick leave hours possible into service credit.
- After completing the requisite CalPERS sick leave conversion program requirements outlined above, employees will then be eligible to contribute the value (at the rate of \$0.30 for every \$1.00 worth of sick leave remaining) of any unused accrued sick leave towards the Pre-Funded Retire Medical Trust (PRMT). After the CalPERS requirements have been met, all employees in the Unit must contribute 100% (at the rate of \$0.30 for every \$1.00) of their remaining sick leave towards the PRMT. All contributions to the PRMT shall be made on a pre-tax basis and in accordance with Section XVII, B of the MOU.

G. Bereavement Leave.

In the event of the death of a member of an employee's family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, anyone living in the household, or anyone who can be certified as having raised the employee as a child), the employee will be entitled to forty (40) hours paid for bereavement leave if the employee works a 40-hour workweek schedule, or 2.5 shifts if the employee works a 24-hour shift schedule, per each individual bereavement occurrence. The forty (40) hours of bereavement leave do not have to be taken consecutively.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave, compensatory time, or vacation leave for such circumstance with the approval of the employee's supervisor or manager.

To be entitled to receive paid time off for bereavement leave, an employee may be required to present written documentation to the City showing that the employee did attend an immediate family member's (as defined in this section) funeral. Permanent and probationary employees covered in this

H. Workers' Compensation.

1. Permanent safety employees shall be subject to the applicable State Labor Codes related to workers' compensation and job related injuries and illnesses.
2. For the purpose of determining the date of separation in the case of disability retirement, the date the Workers' Compensation Appeal Board determines the employee is permanent and stationary shall be conclusive and final.
3. Base pay as used in this section shall mean the salary of the classification to which the employee is assigned exclusive of premium pay or assignment pay, overtime, holiday pay, uniform allowance, or any other supplemental benefits.

I. Military Leave.

Military Leave shall be granted in accordance with the provisions of Section 395 et seq. of the California Military and Veteran's Code. All employees covered hereunder entitled to military leave shall give the Department Head adequate notice of requirement to report for duty and shall afford the City an opportunity within the limits of military regulations to determine when such leave shall be taken.

J. Jury Leave.

All full time employees required to serve on a jury shall be entitled to regular compensation for up to ten (10) days provided the employee deposits fees for jury service with the Finance Department. Any exceptions shall be considered on a case-by-case basis by the employee's Department Director and approved by the City Manager.

K. Unauthorized Leave.

Employees covered under this agreement shall be in attendance at their work in accordance with the provisions regarding hours of work, holidays, and leaves. Unauthorized leave of absence for any portion of a workday shall subject the employee to disciplinary action. An employee's unauthorized absence for any scheduled work shift shall be interpreted as an implied resignation and shall result in the waiver of all rights, privileges and benefits afforded herein; provided, however, the employee shall have the right within fifteen (15) days to file a written request to the department head for reinstatement to the position from which implied resignation was effected. If it is determined the employee's absence was justified and notification to the City was not possible, the employee may be reinstated to his/her position.

L. Computation of Leave Time.

Unless otherwise indicated, for the purpose of computing leave time for personnel on 24-hour shift schedules, one shift shall equal two days.

SECTION XII. PROMOTIONAL PROCEDURES

- A. Promotions to positions covered under this agreement shall be effected pursuant to existing rules, regulations and procedures.
- B. Notices of promotional opportunities shall be posted on department work bulletin boards at least ten (10) calendar days prior to the deadline for submitting applications.
- C. The notice of promotional opportunity shall specify the title and pay of the classification for which examination is to be held, the nature of the work to be performed, the basic qualifications necessary to be eligible for consideration, the nature of tests to be utilized, the weighting to be assigned to each test process, and the general procedures for selection from the established eligible list.

SECTION XIII. CONDITIONS OF EMPLOYMENT

A. Residency Requirement.

In order to provide adequate manning in the event of an emergency or major fire, all employees shall reside at a location sufficiently close to the main fire station in order that the employee shall be able to respond to a call back to duty order within a maximum of twenty-four (24) hours.

B. Non-Smoking.

Employees hired after July 1, 1985 shall be non-smokers and remain non-smokers for the duration of their employment. Applicants shall be required to sign a pre-employment affidavit or take a polygraph test to verify that they have not smoked within one-year prior to employment. Employees shall be required to sign an annual affidavit of continued status as a non-smoker. The City may verify this through a physical examination.

C. Fire Cadets.

Fire Cadets shall not be utilized to staff regular full-time positions or meet minimum staffing requirements.

D. DMV Physicals.

Any DMV required physical examinations shall occur on-duty and at City expense. City shall determine where/when physical shall occur.

SECTION XIV. OUTSIDE EMPLOYMENT

No employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with his/her duties as a City employee. Prior to accepting outside

employment and annually, the employee shall notify the department of the nature and extent of such employment and obtain approval as outlined in Administrative Policy #3.01.

SECTION XV. RETIREMENT BENEFITS

A. Basic Retirement.

The City shall continue to provide all safety employees covered under this agreement with that certain retirement program commonly known as "3% at age 50 Formula", which is based upon the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21362.2 of the California Government Code. All new Safety Employees defined as "new members" under the Pension Reform Act of 2013 ("Act") hired after January 1, 2013 shall be subject to the 2.7% @ 57 formula. All new Miscellaneous Employees defined as "new members" under the Act hired after January 1, 2013 shall be subject to the 2% @ 62 formula.

B. Additional Retirement Benefits.

1. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as "Retirement Credit in Unused Sick leave" which is based on the conversion formula as set forth in the California Public Employees' Retirement System (PERS), Section 20965 of the California Government Code.
2. The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as "Fourth Level of 1959 Survivor Benefits Pursuant to Section 21574 in conjunction with Section 21551 "Continuation of Death Benefits After Remarriage of Survivor".
3. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as "Post Retirement/Survivor's Benefit Option" which is based on the schedule of benefits as provided in the California Public Employees' Retirement System (PERS), Sections 21624 and 21626.
4. The City shall provide employees covered under this agreement with the 3% Annual Cost of Living Allowance Increase for Retirees option as provided in the California Public Employees' Retirement System (PERS), Section 21335. All Safety employees who are defined as "new members" under the Pension Reform Act will be subject to the 2% Annual Cost of Living Allowance Increase for Retirees option once the City amends its contract with CalPERS after January 1, 2013.
5. All employees in the unit (not defined as "new members under the Act) shall pay their PERS member contribution (nine percent (9%) for sworn and eight percent (8%) for non-sworn).
6. The City shall continue to provide that certain retirement option program commonly referred to as "Single Highest Year" which is based on the schedule

of benefits as set forth in the California Public Employees' Retirement System (PERS), Section 20042 of the California Government Code.

- 7. All new Safety employees defined as "new members" under the Act will have their pensions calculated based on the highest average annual pensionable compensation earned over a consecutive 36-month period. All new miscellaneous employees defined as "new members" under the Act hired will have their pensions calculated based on the highest average annual pensionable compensation earned over a consecutive 36-month period.
- 8. The City shall provide the employees covered under this Agreement, with the PERS contract option commonly referred to as Military Service Credit as Public Service, Section 21024, Statutes of 1976.

C. Employee CalPERS Response Giveback Plan.

Effective the first pay period on or after July 1, 2018, all employees represented by the Association will contribute the equivalent of \$85 per month to offset CalPERS Unfunded Accrued Liability costs. All contributions made pursuant to this Employee CalPERS Response Giveback Plan will be deducted from each employee's paycheck in equal amounts every pay period. Also, the employee contributions made pursuant to this Employee CalPERS Response Giveback Plan will be coordinated as a pre-tax contribution. Finally, the employee contributions made pursuant to this Employee CalPERS Response Giveback Plan will be considered part of the employee contribution towards CalPERS retirement system costs.

SECTION XVI. HEALTH AND WELFARE BENEFITS

A. Cafeteria Style Medical Benefit Plan:

Those Association members who elect to acquire medical insurance coverage through the City will receive the following amounts for use towards enrolling in any of the medical, dental, and vision insurance plans offered by the City.

- Effective December 2022 \$1,525 / month
- Effective December 2023 \$1,600 / month
- Effective December 2024 \$1,675 / month
- Effective December 2025 \$1,750 / month
- Effective December 2026 \$1,825 / month

Any unused remainder may be taken as cash, or be used towards any additional City sponsored insurance programs.

It is also important to note that the above referenced contribution amounts will only be provided to Association members who elect to acquire medical insurance through the City. Association members who elect to acquire dental and / or vision insurance through the City, but not medical insurance through the City, will be ineligible to receive the above referenced contribution amounts, and will instead have to participate in the City's opt-out program as further defined below.

Association Members Hired on or Before August 28, 2015.

Those Association members who elect not to acquire medical insurance coverage through the City must first provide proof of medical insurance coverage through an alternative source. Upon meeting that requirement, the Association member shall then be eligible to opt-out of the City's medical coverage program and will receive \$750 / month.

Association Members Hired after August 28, 2015.

Those Association members who can provide proof of medical insurance coverage through an alternative source shall be eligible to opt-out of the City's medical coverage program and will receive 25% of the monthly cafeteria plan contribution, with a maximum cash-out cap of \$500 / month, which can be taken as cash, or be used towards any non-medical City sponsored insurance programs.

The City will include the provisions of Flores vs. San Gabriel in OT calculations.

D. Prohibition of "Double Coverage."

The City may prohibit employees from adding another City employee as a dependent, or from being added to another City employee's City health plan(s) as a dependent.

E. Tuition Reimbursement.

Employees who complete job-related courses shall be reimbursed for tuition as outlined in Administrative Policy #3.05. Such policy shall be considered as part of this Agreement by reference and thus subject to the meet and confer process for any future amendments.

F. Deferred Compensation.

The City shall make a matching contribution to each participating employee's IRC 457 Deferred Compensation account of \$23.08 per pay period, provided the following requirements are met:

1. The employee must be enrolled in a City sponsored deferred compensation plan.
2. The employee must contribute an equal amount of the City's contribution.

Furthermore, at any time, employees can voluntarily elect to participate in and contribute towards any City sponsored deferred compensation program, and / or participate in Monrovia Credit Union savings programs.

SECTION XVII. RETIREMENT MEDICAL BENEFITS

A. Retirement Medical Benefits.

1. It is acknowledged by the City and the Association that the City's intent is to provide health coverage for current employees – not for previously retired employees or for current or future employees upon their eventual retirement.
2. The City agrees to provide the following retiree medical benefit.
 - a. Employees hired before July 1, 2008, will be eligible to receive the following retiree medical benefits:
 - i. Employees retiring with a minimum of fifteen (15) years of service shall receive a maximum monthly reimbursement of \$100.
 - ii. Employees retiring with a minimum of twenty (20) years of service shall receive a maximum monthly reimbursement of \$200.
 - iii. Employees retiring with a minimum of twenty-five (25) years of service shall receive a maximum monthly reimbursement of \$250.
 - iv. No retiree shall receive a reimbursement for more than the actual monthly cost of the medical coverage.
 - v. When the retiree and / or spouse become eligible for Medicare, (if applicable), each must elect such coverage as the City will only provide reimbursement based on the supplement to Medicare plan premium.
 - vi. Once retired, the retiree must provide evidence of a monthly premium to be paid directly by the retiree, to receive reimbursement. Otherwise, no reimbursement will be provided.
 - vii. Retiree medical premiums will be paid for the employee and spouse for the lifetime of both parties provided they remain married until death. Should they divorce, the spouse will not be entitled to such reimbursement.
 - viii. The retiree / spouse must submit evidence of their monthly medical premium to the City to receive their monthly reimbursement.
 - b. For the purpose of calculating years of service as it pertains to Section XVII.A of this Agreement, for only those Association members who are enrolled in Plan B of the City's Pre-funded Retiree Medical Trust Program, years of service will be considered actual years of work for the City of Monrovia plus the equivalent amount of service time that the Association

member accrues through the CalPERS Sick Leave Conversion Program. For the purposes of this section, the maximum additional CalPERS Sick Leave Conversion Program service time that can be added to the years of service calculation will be for no more than one year.

B. Pre-Funded Retiree Medical Trust.

1. Notwithstanding Section XVII.A above, the City will provide a Pre-funded Retiree Medical Trust (PRMT) that provides for employee and employer contributions. The PRMT will establish a health reimbursement savings trust account that will allow the employee to utilize monies in this account to pay for IRS-approved medical premiums with pre-tax dollars as long as there are funds in the retiree's account. A complete Plan document describing the PRMT will be provided to each participant.
2. The City will establish a Plan A and a Plan B PRMT program. All employees must participate in the PRMT and cannot opt out, and membership requirements for Plan A or Plan B participants are outlined below.
3. Plan A components:
 - Any employee hired on or after July 1, 2008, will participate in the PRMT as a Plan A participant.
 - All employees participating in Plan A are no longer eligible to receive the retiree medical benefits as outlined in Section XVII.A above.
 - Both the employee and the City will contribute monies into the Trust each pay period.
 - All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City.
 - An employee cannot contribute either more or less than the amount determined through the meet and confer process.
 - The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

Contributions Amounts Per Pay Period

Years of Service	Employee Contributions	Employer Contributions
0-5	\$15	\$15
6-10	\$20	\$20
11-15	\$25	\$25
16-20	\$30	\$30
21-25	\$35	\$35
26+	\$40	\$40

4. Plan B Components:

- All employees participating in Plan B will retain the retiree medical benefit as outlined in Section XVII.A above.
- Both the employee and the City will contribute monies into the Trust each pay period.
- All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City.
- An employee cannot contribute either more or less than the amount determined through the meet and confer process.
- The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

Contributions Amounts Per Pay Period		
Years of Service	Employee Contributions	Employer Contributions
0-5	\$7	\$7
6-10	\$10	\$10
11-15	\$12	\$12
16-20	\$15	\$15
21-25	\$17	\$17
26+	\$20	\$20

5. Monies in the Trust for an employee, former employee and retiree will be available to the surviving beneficiaries in accordance with the provisions of the Trust and IRS regulations.

6. The language contained in this Section is subject to review by legal counsel and may be amended to comply with legal and IRS regulations.

C. Payment of PERS Contingency Reserve Fee.

The Association agrees that should PERS at any time in the future charge a contingency reserve fee, an amount equivalent to the cost to the City shall be prorated for the bargaining unit and a corresponding downward adjustment shall be made in the amount of the City's monthly fringe benefit contribution.

D. Medical Coverage – Families of Employees.

Should an employee covered under this Agreement die as a direct result of his / her duties as a sworn Fire employee, the City shall pay the medical premium for his / her spouse and dependent children based on the lowest HMO medical plan provided by the City for the corresponding number of family members to be covered. Such medical premium payment shall continue for the surviving spouse as long as he / she remains unmarried. Such medical premium payment shall continue for any surviving children until they reach the age of twenty-six (26).

E. Health Insurance Committee.

The parties agree to establish a Health Insurance Committee comprised of representatives from all bargaining units to review process and feasibility of medical provider changes, and in particular, assessing the viability of transitioning to CalPERS as the City's medical provider. This assessment will be completed before June 30, 2018.

SECTION XVIII. MEAL POLICY

It is mutually understood that it is the policy of the City that employees covered by this agreement who regularly work a 24-hour shift schedule are required by the City to take their meals at those times selected by the City and on the premises of the City and that the taking of such meals is at the total discretion and convenience of the City in the administration of the needs of the Fire Department.

SECTION XIX. 2W DEATH BENEFIT

The City intends to initiate the process of amending the contract to include the addition of 2W Death Benefit language within the term of this agreement.

SECTION XX. SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum shall remain in full force and effect for the duration of this Memorandum of Understanding.

SECTION XXI. FULL UNDERSTANDING

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

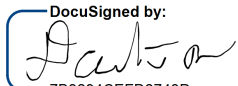
It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term, it may be necessary to reopen

certain sections of this Agreement in order for the City to make changes in practices, rules, or procedures affecting the employees covered by this Agreement.

In the event that the City finds it necessary to reopen certain sections of this Agreement to make changes in practices, rules, or procedures, the City shall notify the Association of such change. Upon request, the City agrees to meet and confer with the Association in good faith on the impact that any such change will have on the employees covered by this Agreement.

Notwithstanding the above identified factors, during the life of this Agreement, the Association voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not during the term of this Agreement.

MONROVIA FIREFIGHTERS' ASSOCIATION:

DocuSigned by:

783294CEFD2743D...
Dave Rapp, President


DocuSigned by:

D0F94F89677C471...
Shawn Morton, Vice President

CITY OF MONROVIA:

DocuSigned by:

8431550E30804DC...
Dylan Feik, City Manager

DocuSigned by:

456C2A724C8C4DE...
Lauren Vasquez, Assistant City Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MONROVIA
AND THE
MONROVIA FIREFIGHTERS' ASSOCIATION**

This *Side Letter of Agreement* will modify the following sections of the Monrovia Firefighters' Association MOU dated July 1, 2022, through June 30, 2027:

- **SECTION XI. LEAVE PROVISIONS**

Effective March 19, 2024, Section XI – G, shall be modified to read as follows:


G. Bereavement Leave.

In the event of the death of a member of an employee's family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, anyone living in the household, or anyone who can be certified as having raised the employee as a child), the employee will be entitled to five (5) days of bereavement leave. Employees will be paid up to forty (40) hours of bereavement leave if the employee works a 40-hour workweek schedule, or 2.5 shifts if the employee works a 24-hour shift schedule, per each individual bereavement occurrence. The five (5) days of bereavement leave do not have to be taken consecutively. Employees may use their accrual banks for any additional time needed.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave, compensatory time, or vacation leave for such circumstance with the approval of the employee's supervisor or manager.

To be entitled to receive paid time off for bereavement leave, an employee may be required to present written documentation to the City showing that the employee did attend an immediate family member's (as defined in this section) funeral.

MONROVIA FIREFIGHTERS' ASSOCIATION:

Signed by:


BED0804DA7A049B...
David Rapp, President


Signed by:


3921E1D834CC437...
Jacob Clemens, Vice President

CITY OF MONROVIA:

Signed by:


0A8553C6028C47A...
Dylan Feik, City Manager

Signed by:


E7B66A1A1732484...
Lauren Vasquez, Assistant City Manager