

CITY OF ARCADIA
AND
ARCADIA POLICE OFFICERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

OCTOBER 1, 2007 - JUNE 30, 2011

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ARTICLE I

Section A. PARTIES AND RECOGNITION

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

Section B. APPROPRIATE UNIT

The classifications covered by this agreement are:

Police Officer
Police Agent
Police Sergeant

Section C. MUTUAL RECOMMENDATION

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

ARTICLE II

Section A. TERMS

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective for the period beginning October 1, 2007 and ending June 30, 2011.

Section B. SAVINGS CLAUSE

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

ARTICLE III

ASSOCIATION RIGHTS

Section A. **RIGHT TO JOIN**

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

Section B. **USE OF BULLETIN BOARDS**

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

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

Section C. **PAYROLL DEDUCTION**

The City will deduct from the pay of Association members the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the City form subject to the following conditions:

1. Such deduction shall be made only upon submission of the City form to the designated City representative. Said form shall be duly completed and signed by the employee.
2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen days or longer after such submission.

Section D. **REASONABLE NOTICE**

It is mutually understood and agreed that a copy (via the United States Postal Service) of the City Council and/or Human Resources Commission agenda for each meeting mailed to two authorized representatives of the Association shall constitute reasonable written notice of any opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Human Resources Commission may act. The Association shall provide the Human Resources Commission with the name and addresses of the two authorized representatives within five days of the effective date of this agreement.

ARTICLE III (continued)

Section E. AWARDS AND SAFETY COMMITTEES

The Association shall be entitled to appoint a member to both the Employee Awards and Safety Committees.

ARTICLE IV

MANAGEMENT RIGHTS

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

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

ARTICLE V

COMPENSATION

Section A. **GENERAL COMPENSATION**

1. The City shall continue to pay the 9% employee contribution to the Public Employee's Retirement System.
2. The City's compensation study was completed in April 2007 and revised in June of 2007. The study utilized a labor market for the City, which included police service salary data for the County of Los Angeles, and the cities of Alhambra, Burbank, Covina, Downey, El Monte, Gardena, Glendora, Monrovia, Monterey Park, Norwalk, Pasadena, West Covina, and Whittier. As a result of the compensation plan, effective October 1, 2007, the salary schedule for the classifications of Police Officer and Police Agent shall be improved by ten percent (10%), and the classification of Police Sergeant shall be improved by five percent (5%). The Salary Schedule (Appendix A) reflects these changes. Effective October 1, 2007, employees in these classifications will be placed 5% above their September 30, 2007 salary. In accordance with the compensation study, employees in the classifications of Police Officer and Police Agent will receive an additional 5% increase, but not to exceed the top of the salary range, effective July 1, 2008, as a result of the compensation plan.
3. In addition to the compensation plan adjustments provided for above, the following salary increases shall be implemented:
 - a. Effective July 1, 2008: Police Sergeants - six and one-half percent (6-1/2%); Police Officers and Police Agents - one and one-half percent (1-1/2%).
 - b. Effective July 1, 2009: Police Officer, Police Agent and Police Sergeant – two and one-half percent (2-1/2%).
 - c. Effective July 1, 2010: Police Officer, Police Agent and Police Sergeant – four and three-quarters' percent (4-3/4%).

Section B. **ASSIGNMENT PAY**

1. During the term of this agreement, a Police Officer/Agent and supervising Sergeant assigned by the Chief or his designee to perform the extra duty and responsibility of training new Police Officers shall receive an additional five percent (5%) per pay period, in addition to base salary during the period of the assignment.

2. Effective October 1, 2007, an employee assigned by the Chief of Police to perform the duties and responsibilities of Detective, School Resource Officer, Traffic Officer and Personnel and Training shall receive five percent (5%), in addition to base salary during the period of assignment.

Section C. SPECIAL ASSIGNMENT STIPEND

Effective October 1, 2007, employees assigned to Major Accident Investigations Team (MAIT), Special Weapons and Tactics (SWAT), Foothill Air Support Team (FAST), Force Training Unit (FTU), Arcadia Mounted Patrol Team (AMET), Explorer Advisor (2), Reserve Coordinator (1) and other assignments approved by the Chief of Police shall receive a stipend of \$28.85 per pay period, in addition to base salary, and any regular special assignment pay, during the period of assignment. An employee assigned to two or more of these assignments at the same time, and who is not receiving assignment pay pursuant to Section B., above, shall receive \$57.69 per pay period, in addition to base salary, during the period of the assignment.

Section D. BILINGUAL PAY

During the term of this agreement, the City will offer a bilingual bonus program. To qualify, bargaining unit members must pass the test developed or utilized by the City for languages specified by the City. No more than twelve (12) members will be eligible to qualify for the bonus, unless an increase in the number of eligible employees is recommended by the Police Chief and approved by the City Manager. A member designated to receive a bilingual bonus shall receive \$46.15 per pay period in addition to his base salary.

Section E. PROMOTION OR ADVANCEMENT IN RATE OF COMPENSATION

1. When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than one step increase in compensation unless the top step in such range provides less than one step increase. Such one step shall be measured by the range from which the employee is promoted.
2. When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases.

Section F. EDUCATIONAL INCENTIVE COMPENSATION

1. During the term of this agreement, for the classifications listed above, the City shall provide an education incentive program. Qualified employees who possess an Associate of Arts degree shall receive an additional 2 1/2% as their regular salary. Employees who possess a Bachelor of Arts or Sciences degree shall receive an additional 5% as their regular salary.

Employees shall not receive in excess of 5% for any educational incentive.

Employees shall qualify for the 2 1/2% education bonus when they have satisfied the basic education and training requirements by one of the following methods:

- a. The sworn employee shall have been awarded an Associate of Arts or Associate in Science degree in Police Science, Police Administration or related degree by an institution accredited by the California Department of Education.
 - b. The sworn employee shall have 60 or more college units acceptable to a college or university which is accredited by the California Department of Education towards a Baccalaureate degree and have completed a minimum of 20 units in police related courses acceptable to an accredited California Junior College towards an Associate in Arts Degree in Police Science, Police Administration or related degree.
2. Employees shall qualify for the 5% education bonus upon receiving a Bachelor of Arts or Bachelor of Science degree from an institution accredited by the California Department of Education.
 3. Effective October 1, 2007, each employee who has earned an Intermediate P.O.S.T. Certificate shall receive an additional five percent (5%) of their regular salary. Employees who have earned an Advanced P.O.S.T. Certificate shall receive an additional eleven percent (11%) of their regular salary. The P.O.S.T. Certification pay may not be combined with educational incentive compensation provided in Article V, Section E. 1. By way of example, and not limitation, an eligible employee with a B.A. degree and an Advanced P.O.S.T. Certificate would receive the Certificate pay of eleven percent (11%), but would not receive the B.A. degree pay of 5%. An eligible employee with a B.A. degree and an Intermediate P.O.S.T. Certificate would receive the B.A. degree pay of 5%, but would not receive the Certificate pay of five percent (5%).
 4. Members who qualify for any step advancement based on education shall provide to the Police Chief a copy of their transcript, which shows attainment of the qualifying education. The copy of the transcript shall then be placed in their personnel file. Additionally, members who qualify for the P.O.S.T. Certification bonus pay shall provide to the Police Chief a copy of the Intermediate or Advanced Certificate. The copy of the Certificate shall then be placed in their personnel file

Section G. CANINE OFFICER DETAIL

Employees assigned to canine detail shall be paid an additional fifteen (15) hours per month at one and one half times their regular rate of pay, which is the reasonable number of hours per month that the canine officer spends feeding, grooming and caring for the dog which has been assigned to the officer as well as maintaining the canine vehicle/unit off duty.

Employees assigned to the canine officer detail who must take their canine to the veterinarian in an emergency shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work. In addition, if a canine officer will be required to perform duties (in rare occurrences), which cause a substantial increase in the normal off-duty hours worked for that month, he/she may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before any such work is performed. Any additional compensation shall be compensated at one and one half times their regular rate of pay.

Section H. NEGOTIATING TEAM

In lieu of adjustment of shift assignments and/or additional compensation, the five members of the Arcadia Police Officers' Association negotiating team shall receive sixteen (16) hours of comp time (at straight time) credited to each employee's account.

ARTICLE VI

OVERTIME

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

Section B. PREMIUM OVERTIME COMPENSATION

The work period for sworn personnel who work a 5 day on-2 day off work week and/or a 3/12 work schedule, and/or a 4/10 work schedule, and/or a 9/80 work schedule is 28 days. The work period for sworn personnel who work a 4 day on-2 day off work week is 24 days.

Effective retroactive to July 1, 1998, any such employee who is required to work in excess of his or her regularly scheduled work day or work period, as defined above, shall be compensated at the rate of time and one-half the employee's regular rate of pay. Computation of overtime and payment for overtime shall comply with the Department of Labor regulations.

For purposes of overtime calculation, paid leaves of absence shall be regarded as hours worked. No overtime credit shall be allowed for any period less than one-quarter hour.

Section C. STRAIGHT OR COMPENSATORY TIME OFF

Overtime compensation shall be in cash or compensatory time off at the employee's option, subject to the provisions herein below.

All previously uncompensated overtime covering the period between July 1, 1998 and the beginning of the first pay period commencing after the date this Agreement is ratified by the City Council shall be paid in cash.

An employee may accumulate up to a maximum of 100 hours in his/her compensatory time off bank.

Compensatory time off may be taken at the option of the employee subject to the approval of the Department's designated representative. Outside reimbursable overtime shall be administered in accordance with the Manual of the Arcadia Police Department and shall be compensated only in cash.

Notwithstanding the above, employees who work traffic control assignments at Santa Anita Race Track related to horse racing shall be compensated four hours at the rate of time and one-half the employee's regular rate of pay. An employee who is cancelled from working a traffic assignment at Santa Anita Race Track with less than 24 hours prior notice shall receive three hours of straight time at the employees regular rate of pay.

An employee who is recalled to the work site after completing a day's work, including any overtime, shall receive a minimum of two hours of straight time or time and one-half of the hours actually worked, whatever is greater. A recalled officer must arrive at the station or the scene of the event in order to be compensated.

Section D. COURT TIME

When an officer is required by the City to report to court to testify during the officer's off-duty time, the officer shall receive a minimum of four (4) hours of straight time or the actual time in court at the appropriate rate, whichever is greater. If the officer reports during the morning session, is released by the court but ordered to return after a significant break in time to testify during the court's afternoon session, the off-duty officer shall be entitled to receive an additional four (4) hours at straight time or the actual time in court, whichever is greater. The Court's lunch break shall not constitute a significant break in time. Lunch breaks are unpaid.

Whenever an officer is placed "on-call" pursuant to a court subpoena while otherwise off-duty, he shall receive compensation for being "on-call" at the rate of two (2) hours of straight time pay for each day spent in that status. However, except as described below, this pay shall not be provided on any day the officer is called to appear in court and is compensated for that appearance pursuant to the above paragraph. When an officer, during the officer's off-duty time, reports to court in the morning and is issued an "on-call" subpoena for the afternoon, in addition to the four (4) hours at straight time pay the officer receives for reporting in the morning, the officer shall receive two (2) hours of straight time pay for that afternoon session. In the event the officer is called to report to court that afternoon, the officer shall receive four (4) hours pay at straight time or overtime pay for the actual time in court, whichever is greater, in lieu of the two (2) hours of "on-call" pay.

Section E. MOVIE DETAIL

When a full-time sworn member performs overtime duty for movie or other commercial filming projects for which the City will be reimbursed, he/she shall be paid at time and one half the regular rate for the actual time worked or for six hours at straight time, whichever is greater.

When scheduling overtime duty for this purpose, no shift shall be scheduled for less than six hours unless the total filming day schedule is less than a six-hour day.

ARTICLE VII

STABILITY PAY/LONGEVITY PAY

Section A. STABILITY PAY

This feature of the Pay Plan is intended to encourage stability of employment by recognizing years of service with compensation. The plan pays \$25 per year for each year of consecutive service up to a maximum of twenty (20) years of service. An employee is not eligible to receive stability pay until they have completed five (5) years of consecutive service. The following is the schedule of how stability pay is calculated.

<u>Completed Years of Service</u>	<u>Amount</u>	<u>Completed Years of Service</u>	<u>Amount</u>
11	\$275	16	\$400
12	\$300	17	\$425
13	\$325	18	\$450
14	\$350	19	\$475
15	\$375	20	\$500

Cash stability payments are made once a year between December 1, and December 10, only to employees on the payroll as of December 1.

Stability payments will be paid on a pro-rata basis to employees that retire or are laid off prior to December 1, provided they meet all eligibility requirements.

Effective January 1, 1984, stability pay will only be applicable to employees who were hired prior to January 1, 1984.

Section B. LONGEVITY PAY

Effective December 1, 2006, a Longevity Pay benefit will be implemented based on the following formula:

<u>Completed Years of Service</u>	<u>Amount</u>
5 – 9 Years	\$1,000
10 – 14 Years	\$1,500
15 Years and beyond	\$2,000

ARTICLE VII (continued)

Cash longevity payments are made once a year between December 1 and December 10 only to employees on the payroll as of December 1. There is no pro-ration of this benefit. The foregoing amounts shall be subject to applicable payroll deductions.

ARTICLE VIII

RETIREMENT

Section A. For the classifications of Police Officer, Police Agent, and Police Sergeant, the retirement plan shall include the following options:

1. One year final compensation.
2. Post Retirement Survivor Continuance.
3. Credit for Unused Sick Leave (Sec.20862.8) maximum of six months.
4. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period.
5. Third level 1959 Survivors Benefit increased allowance (Sec.21382.4 of the Government Code).
6. The City agrees to contract with PERS to provide a Military Service Credit as Public Service option, Section 21024. It is agreed and understood that the employee is responsible for paying for this benefit.
7. 3% at age 50 retirement formula as provided in Government Code Section 21362.2.
8. The City of Arcadia agrees to report to the Public Employees' Retirement System (PERS) as special compensation and "compensation earnable" the entire value of the employer payment of the required employee retirement contribution to PERS, as set forth in Article V A I of this Agreement.

ARTICLE IX

HEALTH, DENTAL AND LIFE INSURANCE

Section A. Effective October 1, 2007, the City shall provide regular full-time employees in a classification represented by this Agreement with the following contributions:

1. CalPERS Health Program
The City will contribute \$16 per month per employee for health insurance.
2. Dental Insurance – mandatory enrollment
The City will contribute \$13.20 per month for employee only enrollment in one of the two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
3. Optional Benefits
The City shall contribute toward an optional benefits plan to meet the employee’s needs for health and dental insurance based on the employee’s dependent status.

Single employees without dependents, hereinafter referred to as “Employee only,” shall receive a contribution from the City towards the cost of premiums not to exceed 413.80/month. Employees with one qualified dependent, hereinafter referred to as “Employee + 1,” shall receive a contribution from the City towards the cost of premiums not to exceed \$648.80/month. Employees with two or more qualified dependents, hereinafter referred to as “Family,” shall receive a contribution from the City towards the cost of premiums not to exceed \$792.80/month (*These contribution amounts reflect a \$115.00 increase over the prior contract*).

Effective January 1, 2009, the City’s maximum contributions towards the Optional Benefit Plan shall increase to:

Employee Only	-	\$457.80 per month
Employee + 1	-	\$692.80 per month
Family	-	\$836.80 per month

Effective July 1, 2009, the City’s maximum contributions towards the Optional Benefit Plan shall increase to:

Employee Only	-	\$507.80 per month
Employee + 1	-	\$742.80 per month
Family	-	\$886.80 per month

ARTICLE IX (continued)

Effective July 1, 2010, the City's maximum contributions towards the Optional Benefit Plan shall increase to:

Employee Only	-	\$632.80 per month
Employee + 1	-	\$867.80 per month
Family	-	\$1,011.80 per month

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

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

Dependent enrollment will require proof of eligibility for dependent status such as marriage, birth and adoption certificate.

4. Life Insurance
The City shall provide life insurance benefit of \$25,000.00 for eligible employees.
5. Flexible Spending Plan
The City agrees to continue to make available the options provided by IRC 125 for the pre-tax treatment of salary for the purposes of dependent day care and premium payment.
6. The City shall provide each employee with a vision plan, with the City paying the premium in the fiscal years 2007-2011. This vision plan will be Vision Service Plan, option B. The City will pay the premium up to the cost of the family plan.

ARTICLE IX (continued)

Section B. RETIREE HEALTH INSURANCE

For employees retiring from the City on or after the effective date of this letter of agreement, the City agrees to pay the employee and spouse health insurance premium for eligible retirees from the classifications of sworn personnel represented by this agreement. Payment shall cease for the retiree upon eligibility for Medicare coverage, and payment will cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first. If the retired employee and/or spouse have other group medical coverage available to him/her, then this other group insurance shall be primary and the City's health insurance plan shall function as secondary co-insurance.

An eligible retiree is a sworn unit member who retires on a service, disability, or industrial disability retirement and has one thousand (1000) hours of accumulated sick leave at the date of retirement. An employee who has fewer than one thousand (1000) hours of accumulated sick leave at the date of retirement may become eligible for coverage for the employee only health insurance premium by paying the City an amount equal to his daily pay rate at the time of retirement times the number of days needed to meet the one thousand (1000) hours of accumulated sick leave requirement. In addition, the eligible employee must apply prior to retirement for such coverage through the City's Human Resources Division. The Association shall notify the City's Human Resources Division in the event of the death of a retired member.

Effective February 1, 1999 retirees will be subject to the terms of the CalPERS Health Program. In this program the City will pay to CalPERS \$1.00 per month for the retiree's health insurance. This amount increases annually by 5% until it is equal to the City contribution for active employees of \$16.00 per month. The difference between this contribution and the employee only cost of the insurance selected by the retiree will be refunded to the retiree by the City on the monthly basis based on a report by CalPERS of the retiree's continued enrollment.

In order to be eligible for retiree health coverage, the employee, and if applicable, the employee's spouse, must be enrolled in a City-sponsored health plan as of the retiree's last day of work.

ARTICLE X

DISABILITY INCOME INSURANCE

Section A. The City shall provide disability income insurance up to a maximum total monthly payment of \$14.18 per employee, covered by this agreement during the life of the agreement.

ARTICLE XI

EMPLOYEE PHYSICALS

Section A. Unit members shall receive a comprehensive physical examination during the term of this agreement.

The City shall establish the terms of the physical examinations. Examinations shall be on an annual basis for sworn members of classifications represented by this agreement who are age 40 years or over 40 years of age. Examinations shall be on a biennial basis for sworn members of classifications represented by this agreement who are under 40 years of age. Once those terms have been established by the City, neither party shall be prevented from seeking, through the meet and confer process, changes to become effective at the expiration of this agreement.

ARTICLE XII

UNIFORMS

Section A. For the classifications of Police Sergeant, Police Agent and Police Officer, in addition to the City's initial uniform issue, there shall be a Uniform Replacement Program for the following items:

1. Shirts
2. Trousers
3. Shoes

Section B. The program shall be administered by, and at the direction of the City, for the purpose of providing replacement of worn items and items damaged in the line of duty only.

Section C. The Chief or designee shall meet with APOA representatives during fiscal year 1995-96 for the purpose of identifying uniform and safety related equipment that may be purchased through the Department's Uniform Replacement Program. A list of optional items will be developed that represented employees may purchase.

Each Police Sergeant, Police Agent and Police Officer shall be provided a \$750.00 check at the beginning of each fiscal year to spend on optional safety equipment, shoes and boots. Any safety equipment reimbursement made during the year shall be deducted from this allowance.

Section D. Detectives, Community and Youth Services Personnel and the individual assigned to Personnel and Training may be reimbursed up to a maximum of \$300 during the first consecutive 12 months of the assignment and during each successive 12 months of the assignment each for the purchase of sports coat, slacks, dress shirts, ties and suits in lieu of the shirt and trousers uniform replacement program referred to in Section A above. Reimbursement shall be provided after the employee provides the Department with original proof of purchase receipts. All employees shall maintain a regular uniform in the event that duties require it.

The reimbursement(s) shall not be considered as salary or compensation and shall not be taken into consideration in computing overtime, or payment for leave of any kind or for the computation of any supplemental benefit.

ARTICLE XIII

TUITION REIMBURSEMENT

Section A. The Tuition Loan/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30). Maximum tuition loan or reimbursement shall be paid at the California State University rates plus \$100.00 per year for qualified expenses, including, but not limited to, campus parking fees and textbooks.

The tuition loan or reimbursement shall only be for courses that are directly related to the employee's position as determined by the City Manager. Only courses, specialized training, or degree programs "job-related" to permanent part-time and permanent full-time positions will be considered for tuition loan or reimbursement.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given.

Any employee who shall terminate employment within one year from the completion of a class or classes shall refund all tuition paid under this provision unless he was required to attend by the appointing power.

ARTICLE XIV

LEAVES

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

Section B. **POWER TO GRANT LEAVES**

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

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

ARTICLE XIV (continued)

Section C. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the applicable California State Law. All employees entitled to and taking military leave shall give the department head the right within the limits of military necessity and regulations to determine when such leave shall be taken.

If the officer or employee taking such leave for military service has been in the employ of the City for one year or more, next immediately preceding the date from which leave begins, he shall be allowed his regular salary or compensation for a period of not more than thirty days in any calendar year or during any continuous leave of absence. If such employee has been in the employ of the City for less than one year immediately preceding the date upon which such leave of absence begins, such leave granted under this section shall be without pay.

Upon requesting military leave, the employee must complete the required forms and submit to the City Manager through his appointing power a copy of his military orders.

The foregoing limitations on leave of absence do not apply to employees who are drafted or receive order to military duty for extended periods of time during war or national emergencies.

Every employee who has been on extended military duty shall report back for the performance of the duties of his employment within ninety days after his discharge or release from military duty. Failure to do so shall be reason for termination of his employment. Acceptance of extended military duty on a voluntary basis shall be reason for termination of his City employment.

Employees prior to being returned to employment from military leave shall submit other than a dishonorable discharge, and take and pass a medical examination by a physician designated by the City Manager. Upon failure of a returning employee to submit other than a dishonorable discharge or pass the required medical examination, he shall not be entitled to return to his employment with the City.

Employees on extended military leave shall not lose or accumulate sick leave, vacation, seniority or other privileges because of such leave.

ARTICLE XIV (continued)

Section D. VACATION LEAVE

1. Employees in the classifications of Police Officer, Police Agent, and Police Sergeant with the exception of temporary appointments, shall accumulate vacation beginning with the first full pay period of employment at the rate of 4.61 hours per pay period during the first ten years of continuous full time employment with the City and at the rate of 6.77 hours per pay period after the completion of ten years of continuous full time employment with the City.
2. Effective July 1, 1996, employees in the classifications of Police Officer, Police Agent, and Police Sergeant, with the exception of temporary appointments, shall accumulate vacation: beginning with the first full pay period of employment at the rate of 4.61 hours per pay period during the first five years of continuous full time employment with the City; at the rate of 6.15 hours per pay period after the completion of five years of continuous full time employment with the City; at the rate of 6.77 hours per pay period after the completion of ten years of continuous full time employment with the City; and at the rate of 7.69 hours per pay period after the completion of fifteen years of continuous full time employment with the City.
3. Vacation may not be accumulated beyond the amount accumulable for a sixty-five (65) pay period basis. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employee's accrual has been reduced below this maximum amount.

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

An employee who has previously requested and was granted approval of vacation leave for use during the last three (3) months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next three (3) months of the new calendar year, if rescheduling of the vacation leave is not possible.

4. Upon termination, vacation used shall be prorated against vacation earned. City employees who leave the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at their rate of compensation applicable at the time they leave the City employ. If an employee works more than 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual.

ARTICLE XIV (continued)

5. Employees may elect to sell back vacation during a calendar year equal to the amount of vacation taken during the year, by the date of the request, not to exceed a maximum of 80 hours in the calendar year.

Section E. SICK LEAVE

1. All employees in classifications represented by this agreement with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.69 hours for each pay period of service completed with the City. Sworn employees may accumulate up to a maximum of 1,300 hours sick leave.
2. Sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to a medical condition or due to a scheduled medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours.
3. Sick leave may be used by an employee when their attendance upon a member of the employee's family dependent who is seriously ill and requiring the care and attendance of such employee. Sick leave may also be used when the employee's family dependent requires the employee's presence at the dependents medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours.

Family dependents shall include only dependents currently residing in the employee's household or the employee's minor children.

4. Sick leave may be used by an employee in accordance with paragraph 2 and 3 above. Any employee when off-duty as a result of personal or family illness shall report the fact immediately to his supervisor, or to the officer then in charge at the department, giving the nature of the illness or circumstances relative to his absence.
 - a. While absent from duty because of sickness or disability, the Officer shall remain at their residence or place of confinement unless otherwise authorized by a physician or his supervisor.
 - b. The term "immediately" means that the employee or someone acting for the employee shall notify the department as soon as it becomes apparent that the employee will not be able to report for duty.

ARTICLE XIV (continued)

5. An employee represented by this agreement, with the exception of temporary appointments, may be granted a leave of absence with pay upon approval of the Police Chief and the City Manager at the time of death, or where death appears imminent, in the immediate family, defined as the spouse, the employee's or employee's spouse's mother, stepmother or father, stepfather, brother or sister, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse residing in the same household. Such leave, up to a maximum of three (3) working days at one time, shall not be charged against sick or other leave. If over three (3) working days of such leave is granted, at one time, that amount over three (3) days shall be charged against sick or other leave.
6. The Chief of Police and the City Manager may require evidence of the reason for any employee's absence during the time for which sick leave is requested. If the employee fails to provide such evidence as required by the Police Department and within the time limit specified by the Department, the absence will be charged to leave without pay.
7. The Police Chief and City Manager may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.

Section F. WORKERS' COMPENSATION

In those instances where an employee of the City of Arcadia is injured on duty and the injury is so recognized by the Workers' Compensation Act by the City of Arcadia or the Workers' Compensation Appeals Board, such employee shall be paid a combination of salary and Workers' Compensation equal to his regular salary rate for such time as he is absent from duty because of such injury up to a maximum of one year from and after date of such injury. Lost time due to an injury on duty shall not be charged against an employee's accumulated sick leave.

ARTICLE XIV (continued)

Section G. HOLIDAYS

Employees in the classifications of Police Officer, Police Agent, and Police Sergeant shall be allowed the following holidays with eight (8) hours of straight pay and no others at the beginning of the fiscal year:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Admission Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section H. JURY LEAVE

When a City employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay not to exceed 10 days per year. The employee shall remit to the City all fees received except mileage.

Section I. WITNESS LEAVE

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

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

Section J. UNAUTHORIZED ABSENCE

Unauthorized leaves of absence are cause for immediate dismissal.

ARTICLE XV

PROBATIONARY PERIOD

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

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

When a provisional appointment is made to a probationary position and subsequently the appointee is appointed to the position as a probationary employee, with no time interval between the provisional and probationary appointment, the "employment date" as herein defined, shall be the date first appointed on a provisional basis.

Section B. All eligible candidates appointed to a position from an open competitive examination and who are not currently employed in a permanent position shall be on probation for eighteen months before attaining permanent status.

Section C. Eligible candidates appointed from a promotional list shall be on probation for twelve months before attaining permanent status.

ARTICLE XVI

SHIFTS

Section A. The existing patrol shift assignment bidding procedure shall be maintained for sworn unit members hired prior to July 1, 1983. Sworn unit members hired on or after July 1, 1983, may be assigned to patrol shifts as determined by police management. Sworn unit members hired on or after July 1, 1983, shall not displace sworn unit members hired prior to that date, except during the probationary period and only to the extent that such displacement is equitably distributed among the shifts. In no event shall the displacement on day shift exceed two (2) slots.

It is understood by and between the parties hereto that the past practice developed with respect to the assignment bidding procedure shall be maintained and will be unaffected by the assignment of personnel who are hired on or after July 1, 1983.

ARTICLE XVII

RESPONSE TIME

Section A. Due to the emergency requirements of prompt response time, all sworn members of the unit must live within a fifty (50) mile radius of the Police Station.

Sworn unit employees who currently live outside the fifty (50) mile distance shall not be required to move; however, they shall not move to any location that is a further distance than that distance they resided at on July 1, 1991.

ARTICLE XVIII PATROL WORK SCHEDULE AND TRAINING SCHEDULE

Officers in patrol will be assigned a 3-12 work schedule. Police management and APOA representatives shall meet as needed to review and make adjustments to ensure efficient and effective patrol operations. Final approval of all adjustments to the 3-12 work schedule rests with the Chief of Police.

ARTICLE XIX UTILIZATION OF RESERVE POLICE OFFICERS

The City of Arcadia and the Arcadia Police Officers' Association (APOA) agree to the utilization of reserve police officers in specified circumstances to augment staffing needs. The assignment of single-person reserve officers to patrol, detective, race track posts, movie details, or outside reimbursable assignments would only be made once regular officers have had an opportunity per department practice to voluntarily sign-up for these details. Prior to a force-hire situation, a qualified reserve officer may be called to work the detail. Should a reserve officer not be available, the normal force hire situation would apply to regular officers.

ARTICLE XX

EMPLOYEE GRIEVANCES

Section 1. DEFINITIONS

a. Grievance

A grievance is an allegation by an employee(s) of a misinterpretation or misapplication of any express provision of the applicable Memorandum of Understanding or City and/or Department Personnel Rules and Regulations where there is no other specific method of review provided by City law.

b. Grievant

An employee or group of employees in the classified service adversely affected by an act or omission by the City allegedly in violation of an express provision of the Memorandum of Understanding or City and/or Department Personnel Rules and Regulations.

c. Department Head

The department head or designee.

d. Work day

A work day is any day the City offices are regularly open for business.

e. Exclusions from the Grievance Procedure

1. The procedure is not to be used for the purpose of changing wages, hours and working conditions. Allegations involving wages, hours and working conditions may thus be grieved only if the grievance involves a misapplication or misinterpretation of an express provision of the MOU or a City/Department Personnel Rules and Regulations.
2. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. Allegations that the City has failed to comply with an evaluation procedure set forth in a specific provision of the MOU and/or City/Department Personnel Rules and Regulations are grievable.
3. The procedure is not intended to be used to challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the

MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

4. The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension, removal or other disciplinary action. Appeals of disciplinary actions are covered by the City's Personnel Rules and Regulations.
5. The procedure is not to be used to challenge examinations or appointment to positions. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

Section 2. TIMELINESS

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

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

Section 3. EMPLOYEE REPRESENTATION

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

Section 4. INFORMAL GRIEVANCE PROCEDURE

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

Section 5. FORMAL GRIEVANCE PROCEDURE

a. First Level of Review: Next Level Supervisor

If the employee is not able to resolve the grievance after discussion with his or her immediate supervisor, within ten (10) working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next level supervisor on the official City grievance form setting forth the following information:

1. The specific section of the rules or MOU allegedly violated.
2. The specific act or omission which gave rise to the alleged violation.
3. The date or dates on which the violation occurred.
4. Documents, witnesses or evidence in support of the grievance.
5. The resolution of the grievance at the informal stage.
6. The remedy requested.

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

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

b. Department Head Review

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

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

c. Human Resources and Risk Manager

If the employee is not in agreement with the decision reached by the department head, within ten (10) working days after receiving the department head's decision or twenty (20) days from the date the department administrator received the grievance but failed to issue a decision, the employee shall present the grievance in writing to the Human Resources and Risk Manager on the official City grievance form.

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

d. Human Resources Commission

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

Section 6. APPEAL TO HUMAN RESOURCES COMMISSION

a. Scheduling of Hearing

Upon receipt of the request for an appeal, the City shall, within thirty (30) working days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

b. Public Hearings

All hearings shall be open to the public.

c. Pre-Hearing Procedure

1. Subpoenas

The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Division of the Administrative Services Department and the other party. The Human Resources Division of the Administrative Services Department will issue the subpoenas. The Human Resources Division of the Administrative Services Department will serve subpoenas for current City employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the City to submit the written request for subpoenas at least ten (10) working days before the date of the hearing.

2. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Division of the Administrative Services Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Human Resources Division of the Administrative Services Department in 3 hole notebooks which are tabbed down the side with

the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

3. Statement of Issues

Five (5) working days prior to the date set for the hearing, each party shall submit to the Human Resources Division of the Administrative Services Department a Statement of Issues.

d. Submission to the Human Resources Commission

Five (5) working days prior to the date set for the hearing, the Human Resources Division of the Administrative Services Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.

e. Payment of Employee Witnesses

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

f. Conduct of the Hearing

1. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

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

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

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

5. Irrelevant and unduly repetitious evidence may be excluded.

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

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

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

g. Burden of Proof

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

h. Proceed with Hearing or Request for Continuance

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

i. Testimony under Oath

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

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

j. Presentation of the Case

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

1. The Human Resources Commission Chair shall announce the issues after a review of the statement of issues presented by each party.

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

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

4. The grievant shall produce his/her evidence.

5. The respondent may then offer its evidence.
6. The grievant followed by the respondent may offer rebutting evidence.

7. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof, shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

k. Procedure for the Parties

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

l. Right to Control Proceedings

While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.

m. Hearing Demeanor and Behavior

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

n. Deliberation Upon the Case

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

o. Recommended Decision

The Human Resources Commission shall render its recommendations as soon after the conclusion of the hearing as possible, and no event, later than ten (10) working days after

concluding the hearing, unless otherwise stipulated to by the parties. The recommended decision shall include an explanation of the basis for the decision.

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

p. Recommendation to the City Manager

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

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

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

q. Final Action by City Manager

Within ten (10) working days of the filing of exceptions, or within ten (10) working days of receipt of the transcript, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The decision of the City Manager shall be final. The decision shall be transmitted to the employee and to the department head.

Section 7. DISCIPLINARY APPEAL TO HUMAN RESOURCES COMMISSION

The appeal procedure described herein shall apply only to cases of disciplinary written reprimands, reductions in pay, transfers for purpose of punishment, suspensions, demotions and removal affecting permanent employees within the classified service.

1. Request for Hearing

Within ten (10) working days after final notice of written reprimand, reduction in pay, transfer for purpose of punishment, suspension, demotion or removal, the employee or the employee's representative may file an appeal in writing with the City Clerk. If, within the ten (10) day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

a. An admission or denial of each charge set forth in the final notice, with an explanation why the charge is admitted or denied.

b. A statement of any affirmative defenses

- c. A statement that the employee disagrees with the penalty with an explanation of the employee's position.
- d. The employee's current address
- e. A request for a hearing

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Clerk shall, within thirty (30) working days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Division of the Administrative Services Department and the other party. The Human Resources Division of the Administrative Services Department will issue the subpoenas. The Human Resources Division of the Administrative Services Department will serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the city. It will be the responsibility of the employee and the city to submit the written request for subpoenas at least ten (10) working days before the date of the hearing.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Division of the Administrative Services Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Human Resources Division of the Administrative Services Department in 3 hole notebooks which are tabbed down the side with

the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

c. Statement of Issues

Five (5) working days prior to the date set for the hearing, each party shall submit to the Human Resources Division of the Administrative Services Department a Statement of Issues.

5. Submission to the Human Resources Commission

Five (5) working days prior to the date set for the hearing, the Human Resources Division of the Administrative Services Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action and any response from the employee to these documents as well as the statement of issues submitted by both parties. The Commission shall not be provided with copies of the exhibits.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of either party or the Commission, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter the cost will be split equally. If the Commission requests the court reporter, the City shall pay the cost of the reporter.

b. Payment of Employee Witnesses

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

7. Conduct of the Hearing

a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

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

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

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

e. Irrelevant and unduly repetitious evidence may be excluded.

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

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

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

8. Burden of Proof

In a disciplinary appeal the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

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

10. Testimony under Oath

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

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

11. Presentation of the Case

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

a. The Chair shall announce the issues after a review of the statement of issues presented by each party.

b. The party imposing discipline (department) shall be permitted to make an opening statement.

c. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.

d. The party imposing disciplinary action (department) shall produce their evidence.

e. The party appealing from such disciplinary action (employee) may then offer their evidence.

f. The party imposing discipline (department) followed by the appealing party (employee) may offer rebutting evidence.

g. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof, shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

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

13. Right to Control Proceedings

While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.

14. Hearing Demeanor and Behavior

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

15. Deliberation Upon the Case

The Human Resources Commission may chose to either deliberate the case in public or adjourn to closed session to deliberate. The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed ten (10) working days, and with the agreement of both the Commission and the appealing party (employee), the deliberation period may be extended for up to an additional ten (10) working days.

16. Written Findings and Recommended Decision

The Human Resources Commission shall render their findings and recommendations as soon after the conclusion of the hearing as possible, and no event, later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Commission on each charge.

The Human Resources Commission may recommend the sustaining or rejecting of any or all of the charges filed against the employee. The Commission may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. If the Commission recommends reinstatement of the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence.

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

17. Recommendation to the City Manager

The decision of the Human Resources Commission is advisory to the City Manager. The proposed decision shall be filed with the charged employee, the department head and the City Manager, and shall set forth all findings and conclusions. If a dismissal is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

Either the employee or the department may file a written appeal to the proposed decision, findings and conclusions of the Commission within ten (10) working days of the decision by filing exceptions thereto with the Human Resources Manager.

The party desiring to contest the recommended decision of the Commission may request a transcript for review by the City Manager within ten (10) working days of the

Commission's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

18. Final Action by City Manager

Within ten (10) working days of the filing of exceptions, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The City Manager may ratify, modify, or reverse the proposed decision of the Commission. If the City Manager seeks to modify or reverse the decision of the Commission, the City Manager shall review the transcript. The decision of the City Manager shall be final. The decision shall be transmitted to the employee appealing disciplinary action and to the department head.

19. Judicial Review

a. Petition for Writ of Mandate

Judicial review of any decision of the City Manager may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.

b. 90 Day from Final Decision

Pursuant to Code of Civil Procedure 1094.6 any such petition shall be filed not later than the ninetieth (90th) calendar day following the date on which the City Manager gives written notice of the final decision.

ARTICLE XXI

FULL UNDERSTANDING

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

It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. This in no way affects the conditions of the Meyers-Milias-Brown Act.

For the life of this agreement it is agreed and understood that the Association and the City hereto voluntarily and unqualifiedly waive their rights and agree that neither the Association nor the City shall 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.

Section B. The parties hereto have caused this Memorandum of Understanding to be executed this _____ day of February, 2008.

ARCADIA POLICE OFFICERS'
ASSOCIATION

CITY OF ARCADIA

Troy Hernandez
President

Donald Penman
City Manager

2007/08 BARGAINING TEAMS

APOA WAGE NEGOTIATING TEAM

Officer Steve Crawford
Detective Jason Davis
Detective Troy Hernandez
Detective Michael Hale
Sergeant Tom Leveque
Dieter Dammeier, Attorney

CITY REPRESENTATIVES

Michael A. Casalou, HR Administrator
Heather McDowell, Management Analyst
William W. Floyd, Jr., Attorney

**SALARY SCHEDULES FOR APOA
OCTOBER 1, 2007 TO JUNE 30 2011**