MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ALHAMBRA
AND THE
ALHAMBRA FIREFIGHTERS’ ASSOCIATION FOR FISCAL YEARS 2019
THROUGH 2022

ARTICLE I     PREAMBLE

This Memorandum of Understanding ("MOU") is made and entered into between the Alhambra Firefighters’ Association ("the Association") and management representatives of the Alhambra City Council ("the City") pursuant to the California Government Code Sections 3500 et seq.

ARTICLE II    IMPLEMENTATION

Section 1.   Recognition

The City hereby confirms its recognition of the Association as the recognized employee organization pursuant to the City’s Employer-Employee Relations Resolution No. R80-32 for the following positions:

Fire Captain;
Fire Engineer;
Firefighter/Paramedic; and
Firefighter.

Section 2.   City Council Determination

This MOU shall be presented to the Alhambra City Council for its determination and shall not be effective until or unless the City Council renders its approval.

Section 3.   Effect of Agreement

It is understood and agreed that the specific provisions contained in this MOU shall supersede any previous agreements, whether oral or written, regarding the matters contained herein and that this MOU shall prevail over City practices and procedures, prior written agreements and over State laws to the extent permitted.

Section 4.   Term of Agreement

The provisions of this MOU, unless specifically stated otherwise, shall become effective February 20, 2020, and shall remain in effect through the last pay period of fiscal year 2021-2022.
Section 5. No-Strike

During the term of this agreement, the Association and affected employees agree that they will not call or engage in a strike or any other form of job action. This agreement shall not preclude the Association or its members or representatives from engaging in informational activities or petitioning the City Council.

ARTICLE III SALARY ADJUSTMENTS

1. Effective February 20, 2020, all Association members shall receive a two percent (2%) salary adjustment above their classification's assigned salary range.

2. Effective July 1, 2020, to be implemented the first pay period of fiscal year 2020-2021, all Association members shall receive a three percent (3%) salary adjustment above their classification's assigned salary range.

3. Effective July 1, 2021, to be implemented the first pay period of fiscal year 2021-2022, all Association members shall receive a two percent (2%) salary adjustment above their classification's assigned salary range.

4. In March 2020, there shall be a limited reopener for a one percent (1%) salary adjustment in addition to the salary adjustment indicated in Article III, 3 above.

5. These salary adjustments are set forth in Appendix “A” of this Memorandum of Understanding.

ARTICLE IV SALARY STEP ADVANCEMENT

If an employee is hired at Step One of the salary range for a classification, the employee shall be eligible for a merit salary adjustment to Step Two after six (6) months of active service at Step One. An employee must serve a minimum of twelve months at each remaining step in order to be eligible for a merit salary adjustment to the next higher step within the salary range.

ARTICLE V COMPENSATION FOR ACCRUED OVERTIME

1. Overtime shall be administered in compliance with Section 2.51.010 of the Alhambra Municipal Code.

2. Redemption of such compensatory time credits by means of provision of actual time off, and future provision of time off as the result of accumulated compensatory time off, shall be provided, at the employee's option, in conjunction with scheduled vacations and holidays, subject to prior approval of the department head.

ARTICLE VI NEW HIRES

Firefighters and/or Firefighter/Paramedics shall be hired from the City of Alhambra Cadet Program unless the Fire Chief determines there are no eligible candidates participating in the City's Cadet Program or the Fire Chief chooses to send a current Firefighter to paramedic school. The Fire Chief can call for an open recruitment for Firefighter and/or Firefighter/Paramedic. Such decision of the Fire Chief shall not be subject to appeal.
ARTICLE VII INITIAL PROBATIONARY PERIOD

5. The initial probationary period for Association members appointed on or after February 24, 2020, shall be a minimum of eighteen (18) months. The probationary period may be extended for a maximum of six (6) additional months.

6. Leave of Absence. If an employee is off work (whether paid or unpaid) or working in an assignment that is outside the normal assigned working duties for their classification due to injury or illness for a period of more than five (5) shifts, the probationary period shall be extended by the length of such leave time. This extension of the probationary period shall also be applicable in cases where the employee is off work on a FMLA/CFRA leave of absence.

ARTICLE VIII SICK LEAVE BONUS LEAVE – PERSONAL LEAVE

Effective July 1, 2017, Association members with no sick leave usage in any calendar year shall be credited with one (1) personal leave shift (24 hours) for that year; payment for said credit shall be made on the second pay period in January of the following fiscal year. Association members may accrue up to a maximum of five (5) personal leave shifts (120 hours). Scheduling the use of personal leave shall be subject to the approval of the Fire Chief in accordance with department policy. Association members shall not be eligible for monetary compensation for any accrued, unused personal leave upon separation from the City.

ARTICLE IX MONETARY COMPENSATION IN LIEU OF SICK LEAVE

B. In the last payroll period of the calendar year an Association member who has, on such date, accumulated an amount greater than 1000 hours of sick leave credit may elect, at his or her option, to take monetary compensation in lieu of sick leave credit in an amount not to exceed a maximum of 120 hours. The monetary compensation will be calculated as any used sick leave deducted from the 144 hours earned in a calendar year. An Association member may not cash out sick leave credit in an amount that will reduce his or her sick leave credit balance to less than 1000 hours. To the extent monetary compensation is paid, additional sick leave credit shall not accrue.

(1) For purposes of computation of monetary compensation hereunder, all sick leave used in any calendar year shall be charged against sick leave credit accrued for that calendar year.

(2) There shall be deducted from such Association member’s accumulated sick leave credit the number of days of sick leave for which compensation is paid.

C. The City of Alhambra also wants to reaffirm its practice of not allowing employees to extend retirement by use of sick leave.

D. Upon separation of employment from the City of Alhambra (City), the City shall grant 24 hours of additional paid sick leave for those employees who have reached 800 hours (100 days) maximum sick leave accrual pursuant to Section 2.54.012 (B) (1) of the Alhambra Municipal Code.
ARTICLE X  
PARAMEDIC PAY

E. Eligibility. Full-time Fire Engineers and Fire Captains who obtain and maintain certification in auxiliary medical techniques are eligible to receive paramedic pay, upon approval by the Fire Chief.

F. Amount. An eligible Association member shall receive an additional five (5%) percent of his/her base rate of pay in addition to their regular rate of pay.

G. Payment. The City shall begin making approved paramedic pay payments on a per pay period basis, beginning the first full pay period following approval by the Fire Chief, in consultation with the Human Resources Director.

H. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for paramedic pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Paramedic pay shall be reported to CalPERS periodically when earned on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said paramedic pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE XI  
TEMPORARY UPGRADE PAY (ACTING ASSIGNMENT)

I. Eligibility. A qualified Association member on an Acting list, who meets the requirements listed below, and is required to work in an upgraded position or classification, as a Battalion Chief, Fire Captain, or Fire Engineer, for a limited duration of at least one full 24 hour shift, is eligible for temporary upgrade pay, upon approval by the Fire Chief.

1. When a promotional eligibility list is in effect, the Acting list will be established by selecting qualified Association members on the current promotional eligibility list in effect.

2. When a promotional eligibility list is not currently in effect, the Acting list will be established by selecting qualified Association members who meet the following criteria:

   1. Battalion Chief: Association members with three (3) years’ experience as a Captain and successful completion of the Company Officer Development & Education Program (C.O.D.E.). However, Association members with a minimum of seven (7) years’ experience as a Captain as of January 1, 2015 are not required to successfully complete the C.O.D.E. program.

   2. Fire Captain: Association members who have completed all current requirements to take the next Fire Captain promotional examination with a minimum of five (5) years’ experience as a Fire Fighter.
3. **Fire Engineer**: Association members who have completed all current requirements to take the next Fire Engineer promotional examination

(3) Association members who fail to pass any portion the promotional examination process may be ineligibility for selection to an Acting list.

(4) A qualified Association member may volunteer to be selected to perform an acting assignment. If an additional vacancy occurs for the original shift within the acting Association member’s position or classification (i.e. sick or IOD), the Association member will be moved back down to his/her original position or classification and another qualified association member will be required to fill the original vacancy. If a qualified Association member, not signed up on the volunteer list, voluntarily takes an acting assignment, and a vacancy occurs in his/her position or classification, that acting Association member will continue to remain in the volunteer acting position or classification for that shift.

J. **Terms**

(1) Acting assignments will be documented in writing on the Department’s Acting Time Report. Acting Time Reports will record each acting assignment performed within a 24 day cycle by all Association members.

(2) The work assigned must be that of a budgeted position and performed in the absence of the regular incumbent.

(3) The work assumed by the Association member on the acting assignment must be substantially the same as performed by the regular incumbent.

(4) At least 100 percent of the Association member’s time must be spent in the performance of duties appropriate to the upgraded position or classification. Credit shall not be given for any temporary acting capacity work which is referenced in a class specification as being appropriate to the Association member’s regular position.

(5) Unless otherwise permitted by the City’s Municipal Code and/or Personnel Rules, an acting assignment shall not exceed a period of 6 months.

(6) Association members who request temporary placement in a higher position for training purposes or are participating in a training program involving work in an acting capacity shall be ineligible for temporary upgrade pay.

(7) Association members who volunteer for an acting assignment may be removed from the acting assignment and returned to their original position or classification when additional vacancies occur on the same day within their original position or classification. This provision only applies to Association members who volunteer to be selected for an acting assignment. Association members who do not work a minimum of 24 hours
in an upgraded position or classification before being returned to their original position or classification will not be eligible for temporary upgrade pay.

(8) Association members may only work in an upgraded position or classification on their own shift so long as it does not create a required (mandatory force hire) acting assignment within their original position or classification.

(9) The ability to work down in a position or classification will be up to the discretion of the on duty Battalion Chief, or in his/her absence the Fire Chief. This option will only be utilized when all members of the position or classification in need, and all qualified Association members have been confirmed as unavailable. Association members who are required to work down in a position or classification will be compensated at their current rate of pay.

K. Amount. An eligible Association member shall receive five (5%) percent above the current step of the salary schedule for his/her position for that shift in addition to his/her regular base rate of pay, for every 24 hour shift actually worked in the upgraded position or classification.

L. Payment. The City shall begin making approved temporary upgrade pay payments for every 24 hour shift actually worked in the upgraded position or classification following approval by the Battalion Chief or Fire Chief. The temporary upgrade pay will be displayed as a separate line item on payroll checks.

M. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) – Premium Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Temporary Upgrade Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE XII MOVIE WATCH ASSIGNMENT

A. The Fire Prevention Section shall refer to the TeleStaff Movie Watch Pick List and make appropriate selection.

B. The following qualifications must be met to work a movie watch detail:

1. Two years experience as a full-time firefighter or two years experience in the Fire Prevention Division.

2. Completion of the Alhambra Fire Department (two hours) Movie Watch Training.
C. The Movie Watch Pick List is completely separate from any of the other pick lists, which includes a separate Mandatory list.

1. Association member's available for film details will be ranked and assigned to backfill positions in order of least Movie Watch Total Hours.

2. All film details are filled from the Movie Watch Pick List.

3. An association member assigned to work a voluntary movie watch that begins prior to the end of his/her work shift must secure his/her own early relief. The association member that is assigned to the movie watch will be administratively reassigned to the film location at the designated time. The association member that provides the early relief will be credited with overtime for the hours worked and shall report to relieve the other employee 30 minutes prior to the start of the movie watch. If an association member is unable to secure early relief overtime 72 hours prior to the movie watch, the movie watch will be assigned to the next employee on the Movie Watch Pick List.

4. Movie watch hours do not affect the selection of the Association member by Telestaff to fill vacancies.

5. The Association member is required to accept or reject the offer within three (3) hours.

6. If an association member accepts a movie watch assignment and later declines, the assignment shall be credited with working the hours in the movie watch bank.

7. If an association member has been assigned to movie watch and the assignment is cancelled within 24 hours of the start of the detail, the employee will still be paid for the full amount of hours assigned to the movie watch.

ARTICLE XIII STATION SELECTION

Effective upon ratification, the Policy on Station Selection, attached and incorporated herein by reference as Appendix "C", will become effective during the term of this agreement.

ARTICLE XIV WORK SCHEDULES

The current work period of twenty-four (24) days shall remain in place.

ARTICLE XV HOLIDAYS

Section 6. Holiday Premium Pay

A. Eligibility. All Full-time Association members who are required to work on an observed City holiday are eligible for holiday premium pay because they work in positions that require scheduled staffing without regard to holidays.
B. **Amount.** Eligible Association members who work on an observed City holiday shall, in addition to their regular rate of pay for the hours worked, receive holiday premium pay at a rate of one-half of the Association member's rate of pay, for all hours actually worked on the observed City holiday.

C. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Holiday Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) – Statutory Items. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Holiday Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

D. **Holidays Observed**

The City observes the following holidays for purposes of determining an Association member's eligibility for Holiday Premium Pay:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Monday in January</td>
</tr>
<tr>
<td>Presidents' Day</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; Monday in September</td>
</tr>
<tr>
<td>Veterans' Day</td>
<td>November 11&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4&lt;sup&gt;th&lt;/sup&gt; Thursday in November</td>
</tr>
<tr>
<td>Day After Thanksgiving</td>
<td>4&lt;sup&gt;th&lt;/sup&gt; Friday in November</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25&lt;sup&gt;th&lt;/sup&gt;</td>
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**Section 7.** **Floating Holidays.**

A. Association members shall receive seven 24-hour duty shifts off, as floating holidays on July 1<sup>st</sup> of each year, in lieu of receiving paid holiday time off. Use of floating holidays is subject to the authorization and approval of the Fire Chief in his or her sole discretion.

(1) Association members who have been employed for less than one full year as of July 1<sup>st</sup> of any given year shall receive floating holidays on a prorated basis based on the applicable length of full-time employment.

(2) Floating holidays may not be accrued in excess of 168 hours.

(3) Unused floating holidays will be paid out upon separation at the Association member's current rate of pay.

**ARTICLE XVI** **TRAINING/NFPA**

The City and Association agree to continue the joint committees on NFPA standards for the purpose of reviewing employee training and NFPA standards. The recommendations
of said committee(s) shall be advisory and shall be addressed outside of the meet and confer process.

ARTICLE XVII

RETIREMENT

Section 8. Tier 1- Classic Members of CalPERS

A. Application. This section shall apply to all Association members who are or become members of CalPERS and who are not "new members" as defined by Government Code Section 7522.04(f) and related CalPERS membership requirements.

B. 3% at 50 Pension Plan. The CalPERS 3% at 50 pension formula shall be available to all Association members covered by this section.

C. Required Member Contribution. Association members shall pay, through payroll deduction, the entire nine percent (9%) member contribution amount established by CalPERS for the 3% at 50 retirement benefit formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

Section 9. Tier 2- New Members of CalPERS

A. Application. In accordance with the definition of "new member" set forth by Government Code Section 7522.04(f) and related CalPERS membership requirements, this section shall apply to any of the following:

(1) An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date.

(2) An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

(3) An Association member who was an active member in CalPERS with another employer and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.

B. 2.7% at 57 Pension Plan. The 2.7% at 57 pension formula shall be available to all Association members covered by this section.

C. Required Member Contribution. Association members covered by this section will contribute the employee contribution rate of fifty percent (50%) of normal costs as required by CalPERS for the 2.7% at 57 pension formula.
ARTICLE XVIII  BILINGUAL PREMIUM PAY

D. **Eligibility.** Full-time, permanent Association members who are certified as bilingual by the City in accordance with these provisions, who are routinely and consistently assigned to provide bilingual services in positions requiring communication skills in languages other than English, are eligible to receive bilingual premium pay.

E. **Certification.**

(1) The City will offer certification for bilingual pay for only the following languages: Spanish, Mandarin, Cantonese, Vietnamese, Korean, and Tagalog.

(2) The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Association members wishing to be certified as bilingual must make a request to the City's Human Resources Department. Upon such request, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the Association member. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than an annual basis.

(3) The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Association members who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of three (3) months following the failed or missed examination. Association members who pass the examination will be certified as bilingual by the City. Association members who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

F. **Amount.** An eligible Association member certified as bilingual by the City and who provides bilingual services as required shall be paid $100.00 per month, in addition to his/her base rate of pay, beginning on the first pay period after certification. Association members certified by the City as bilingual shall continue to receive bilingual premium pay payments following a change in job classification to another full-time position at the City.

G. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for bilingual premium pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Bilingual premium pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bilingual premium pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.
ARTICLE XIX    LONGEVITY PAY

H. **Eligibility.** Effective July 1, 2017, Association members with 20 years of public safety service with the City shall receive a longevity bonus.

I. **Amount.** Association members with 20 years of public safety service with the City shall receive $300 per month, in addition to his/her base rate of pay.

J. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for longevity pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(1) — Incentive Pay. Longevity pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said longevity pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE XX    VISION BENEFIT

The City has discontinued its past practice of automatically paying any increase in the vision rate. It is agreed that future rate increases will come from available funds in the total flexible benefit amount, and that if the Association wishes to have an increase in the vision insurance rates paid by the City, that it will meet and confer with the City regarding said increase which, if agreed upon, shall be an increase of the total flexible benefit amount. It is understood by both parties that in the future, as with health and all other insurances within the flexible benefit package, when the rates are increased, the incremental increase in the rate will appear as the new rate charged to the employee’s total flexible benefit package.

Therefore, any future rate increase shall be charged to the employee’s flexible benefit amount, whether there has been an agreement to increase this amount or not. In the event that the employee has spent all of their flexible benefit amount on other insurances, the charge for vision, as with other insurances, shall be made directly to the employee.

ARTICLE XXI    BENEFITS — CAFETERIA FLEX PLAN

K. **Public Employees’ Medical and Hospital Care Act.** The City provides health benefits through CalPERS pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA). The City may amend or rescind its membership in the PEMHCA program anytime in the future.

L. **Flex Health Plan Contribution.** The City provides a health plan contribution, including the PEMCHA minimum, for full-time employees to be used toward the payment of insurance premiums for medical, dental, vision, and standard supplemental life insurance plans that are offered by the City as follows:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$829.06 per month</td>
</tr>
<tr>
<td>Employee plus 1 dependent</td>
<td>$1,026.61 per month</td>
</tr>
<tr>
<td>Employee plus 2 or more dependents</td>
<td>$1,241.14 per month</td>
</tr>
</tbody>
</table>
M. **PEMCHA Contribution Amount.** Each calendar year, CalPERS establishes the PEMCHA minimum employer contribution for employees enrolled in the City’s PEMCHA medical plans as set forth in Government Code Section 22892(b). The flex plan contributions listed in Article XXI B above include the calendar year 2020 PEMCHA employer minimum contribution. Each subsequent calendar year, the City’s flex plan contribution will change to include any increase in the PEMCHA employer minimum contribution rate.

N. **Unused contributions.** Employees hired before July 1, 2017, shall be paid out for any unused portion of their flex plan contribution as taxable income. Employees hired after July 1, 2017, will not be paid for any unused portion of the City flex plan contribution.

O. **Excess Premiums.** Employees shall be required to pay the cost of flex plan premiums for their selected plans which exceeds the amount of the City’s monthly contribution.

P. **Opt Out.** Employees hired before July 1, 2017 electing to opt out of medical coverage offered by the City because they have provided proof of eligible alternate medical coverage will receive a monthly opt out allowance equal to ½ of the monthly City contribution as indicated in Article XXI B above, including the PEMCHA minimum, based on the coverage level tier for the opt out medical plan selected by the employee. Employees hired on or after July 1, 2017, electing to opt out of medical coverage offered by the City, will not receive an opt out allowance in any amount, including the PEMCHA minimum.

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**ARTICLE XXII  EQUIPMENT STAFFING LEVELS**

Engine staffing levels for the City of Alhambra Fire Department shall be as follows:

**Engine 71**

- 1 Fire Captain
- 1 Fire Engineer
- 1 Firefighter

**Rescue Ambulance 71**

- 2 Firefighter/Paramedics

**Truck 71**

- 1 Fire Captain
- 1 Fire Engineer
- 1 Firefighter

**Engine 72**

- 1 Fire Captain
- 1 Fire Engineer
- 1 Firefighters or Firefighter/Paramedics
Engine 73

1 Fire Captain
1 Fire Engineer
1 Firefighters or Firefighter/Paramedics

Engine 74

1 Fire Captain
1 Fire Engineer
1 Firefighter

Rescue Ambulance 74

2 Firefighter/Paramedics

The Paramedic Units for Station 72 and 73 are paramedic assessment engines and require one ranked Paramedic position on the apparatus. The Cadet will be used at the Captain's discretion at the scene of the emergency. At no time can a Fire Cadet replace a regular sworn member of the Alhambra Fire Department.

This agreement does not forbid the City from utilizing a Fire Captain or Fire Engineer who is a certified paramedic to perform paramedic duties when appropriate in the judgment of the Fire Chief.

ARTICLE XXIII SICK LEAVE ACCRUAL

Effective July 1, 1994, Sick Leave Accrual shall be capped at 200 days/2400 hours for all Association members.

ARTICLE XXIV SICK LEAVE CONVERSION

Effective upon ratification, the City will commence the process to amend its contract with CalPERS to add the Sick Leave Conversion benefit for Association members. Effective upon the implementation of a contract amendment to the City's contract with CalPERS providing for the Sick Leave Conversion benefit, an Association member who retires from the City may convert his/her accrual and unused sick leave to service credit.

ARTICLE XXV TUITION REIMBURSEMENT

Effective July 1, 1994, each full-time, permanent employee shall be eligible for reimbursement of educational expenses which are job related or are applicable toward a job related degree. Reimbursement will be provided upon successful completion of course work.

Costs shall be reimbursed for tuition, textbooks, and the cost of a campus parking permit. Regardless of the college or university the employee is attending, reimbursement shall not exceed $1,000.00 in a given fiscal year, including textbooks and a campus parking permit.

Any employee who receives tuition reimbursement must agree to remain in the employ of the City for two years after completion of any cause for which reimbursement was granted.
If the employee voluntarily terminates employment, or is terminated by the City, prior to
two years after the course(s), he/she must repay the City all monies received.

The City shall maintain the existing Tuition Reimbursement Program at $1,000.00 per
fiscal year.

ARTICLE XXVI MAINTENANCE OF UNIFORMS

Section 10. Uniform Purchasing and Replacement

A. **Eligibility.** The City will purchase and replace uniforms for Association members
required to wear a uniform as set forth in Appendix "B."

B. **Items and Cost.** The uniform items and cost for each Association member required
to wear a uniform is set forth in Appendix "B."

C. **CalPERS Reporting.** The cost of uniform purchasing and replacement shall be
reported to CalPERS for each Association member required to wear a uniform.
However, the City makes no representations or guarantees whatsoever with
respect to whether CalPERS shall include said uniform costs as compensation for
purposes of benefit determination and CalPERS shall make the sole determination
as to inclusion. The uniform costs are not reportable for “new members” of
CalPERS as defined by Government Code Section 7522.04(f).

Section 11. Uniform Cleaning

A. **Eligibility.** For all Association members required to wear a uniform, the City shall
pay and provide for the cleaning of uniform clothing set forth in Appendix "B."

B. **Amount.** The City’s cost for providing the cleaning of uniform clothing is set forth
in Appendix "B."

C. **CalPERS Reporting.** The cost of uniform cleaning shall be reported to CalPERS
for each Association member required to wear a uniform. However, the City makes
no representations or guarantees whatsoever with respect to whether CalPERS
shall include said uniform cleaning costs as compensation for purposes of benefit
determination and CalPERS shall make the sole determination as to inclusion.
The cost of uniform cleaning is not reportable for “new members” of CalPERS as
defined by Government Code Section 7522.04(f).

Section 12. Athletic Shoes

The City shall make an annual one-time $150.00 payment to each Association member,
in the first pay period in July for the purchase of athletic shoes. The parties agree that this
one-time $150.00 payment is not special compensation and will not be reported to
CalPERS.

ARTICLE XXVII SICK LEAVE PAYOFF

The Sick Leave Payoff ceiling shall be lowered from 1200 hours to 1000 hours.
ARTICLE XXVIII       EDUCATION INCENTIVE BONUS

A. **Eligibility.** Full-time Association members with a minimum of one (1) year of service in the Alhambra Fire Department are eligible to receive education incentive pay, upon approval by the Fire Chief, in consultation with the Human Resources Director.

B. **Amount.** Eligible Association members shall receive educational incentive pay, upon approval, according to the following terms:

1. An Association member who possesses sixty (60) semester units for ninety (90) quarter units, from an accredited school, in Fire Science or related field approved by the Fire Chief, in consultation with the Human Resources Director, shall be paid $400.00 per month, in addition to his/her base rate of pay.

2. An Association member who possesses one hundred twenty (120) semester units or one hundred eighty (180) quarter units from an accredited school, in Fire Science or related field approved by the Fire Chief, in consultation with the Human Resources Director, shall be paid $550.00 per month, in addition to his/her base rate of pay.

C. **Payment.** The City shall begin making approved education incentive pay payments on a per pay period basis, beginning the first full pay period following approval by the Fire Chief, in consultation with the Human Resources Director.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for education incentive pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Education incentive pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said education incentive pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE XXIX       URBAN SEARCH AND RESCUE (US&R) ASSIGNMENT – EDUCATIONAL INCENTIVE PAY

E. **Eligibility.** An Association member assigned to a full-duty assignment on the designated thirty (30) person Urban Search and Rescue (US&R) response team will be eligible for educational incentive pay for completing and maintaining in active status the following educational courses, and maintaining the following certificates and licenses which enhance his/her ability to perform his/her job on the US&R team:

1. Proper Office of Emergency Services certification in heavy rescue systems;

2. California restricted Fire Fighter Class C Driver’s License with a Fire Chief endorsement to a Class A Vehicle; and
(3) Twenty (20) continuing education hours per year in the following: Rescue Systems I; Rescue Systems II; Confined Space Rescue Operations; Trench Rescue; Low Angle Rescue/Rope Rescue; or other approved course.

Current personnel assigned to US&R assignment shall have 12 months to obtain a Class C Driver’s License, as described in this section. Failure to receive license during this timeframe will result in being dropped from the assignment.

F. Amount. A n Association member who meets the eligibility criteria shall be paid $100.00 per month, in addition to his/her base rate of pay. Payment. The City shall begin making approved educational incentive pay payments on a per pay period basis, beginning the first full pay period following eligibility.

G. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for educational incentive pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Educational incentive pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said education incentive pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Effective July 1, 2007, USAR assignment pay at the rate of $100.00 per month shall be granted to Fire Captain, Fire Engineer, and Fire Fighter classifications who accept a full-duty assignment on the designated 30 person USAR response team. Team members will maintain the proper Office of Emergency Services certification in heavy rescue systems, California restricted Fire Fighter Class A Driver’s License, and maintain 20 CE hours per year to receive USAR assignment pay. Current personnel assigned to USAR assignment shall have 12 months to obtain a Class A License. Failure to receive license during this timeframe will result in being dropped from the assignment.

In the event more than 30 eligible department members obtain the qualifications aforementioned, the City and AFA agree to reopen meet and confer to discuss this specified issue.

ARTICLE XXX. EDUCATIONAL INCENTIVE PAY — FIRE ENGINEERS

A. Eligibility. A Fire Engineer will be eligible for educational incentive pay for receiving and maintaining the following license required to perform his/her duty to operate the US&R vehicle:

(1) California restricted Fire Fighter Class C Driver's License with a Fire Chief endorsement to a Class A Vehicle.

B. Amount. A Fire Engineer who meets the eligibility criteria and maintains a California restricted Fire Fighter Class C license with a Fire Chief endorsement to drive a Class A vehicle, shall be paid $75.00 per month, in addition to his/her base rate of pay.
C. **Payment.** The City shall begin making approved educational incentive pay payments on a per pay period basis, beginning the first full pay period following eligibility.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for educational incentive pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Educational incentive pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said education incentive pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**ARTICLE XXXI. MEDICAL INSURANCE UPON RETIREMENT**

**Tier One and Tier Two Retirees: Association Members Hired Prior to March 25, 2002 and Association Members Hired After March 25, 2002**

Effective March 25, 2002, the City shall contribute a set monthly amount towards medical insurance for all Association members who meet the following criteria:

E. All Association members, hired prior to March 25, 2002, shall be eligible for the benefit, provided they have the requisite full-time years of service with the City of Alhambra. The requisite years of service can be achieved by combining all previous years of service, in other public agencies, such as State, County or municipal government. All Association members, hired after March 25, 2002, shall be eligible for this benefit, provided they have requisite continuous years of service with the City of Alhambra.

F. This benefit shall include those individuals who retire from the City of Alhambra with either a service or disability retirement.

G. The Medical Insurance Upon Retirement benefit shall be granted as follows:

1. Effective July 1, 2009, the City will provide the benefit as follows:

   Association members with 20 years of service upon retirement shall receive $414.00 per month, which includes the City flex plan contribution and the PEMCHA employer minimum contribution.

   Association members with 25 years of service upon retirement shall receive $514.00 per month, which includes the City flex plan contribution and the PEMCHA employer minimum contribution.

2. Those Association members who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age shall receive up to $389.00 or $489.00 per month.

3. Those Association members who do have enough Social Security Quarters (40) to qualify for Medicare at Medicare age shall receive up to $389.00 or
$489.00 per month towards the purchase of Medicare Plan B. Consequently, the City's payment towards Medicare Plan B is capped at no more than either the $389.00 or $489.00 monthly contribution.

(4) This benefit will cease upon the death of the Association members.

**Tier Three Retirees: Association Members Hired After July 1, 2017**

For Association members who are hired on or after July 1, 2017 who retire from the City and who remain enrolled in a City CalPERS health plan after retirement (Tier Three Retirees"), the City will pay no more than the PEHMCA Minimum Contribution. Tier Three Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEHMCA Minimum Contribution.

**ARTICLE XXXII PRE-RETIREMENT OPTIONAL SETTLEMENT 2 DEATH BENEFIT, GOVERNMENT CODE SECTION 21548**

**Tier 1 – Classic Members of CalPERS**

H. **Contract Benefits.** Additionally, the City has contracted for the following CalPERS retirement benefits:

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective July 26, 2007.

**Tier 2 – New Members of CalPERS**

A. **Contract Benefits.** Additionally, the City has contracted the following CalPERS retirement benefits, which may be available to Association members covered by this section as subject to applicable laws.

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548) effective January 1, 2013.

**ARTICLE XXXIII ONE-YEAR FINAL COMPENSATION AND POST-RETIREMENT SURVIVOR ALLOWANCES**

**Tier 1 – Classic Members of CalPERS**

B. **Final Compensation Based on the Single Highest Year (Gov. Code § 20042).** For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the single highest year.

C. **Contract Benefits.** Additionally, the City has contracted for the following CalPERS retirement benefits:


- Post-Retirement Survivor Allowance (Gov. Code § 21624 et seq.).
Tier 2 – New Members of CalPERS

D. Final Compensation Based on Three Year Average. For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the Association member’s highest average annual pensionable compensation during a period of at least 36 consecutive months.

E. Contract Benefits. Additionally, the City has contracted the following CalPERS retirement benefits, which may be available to Association members covered by this section as subject to applicable laws.

- Post-Retirement Survivor Allowance (Gov. Code § 21624 et seq.).

ARTICLE XXXIV  PHYSICAL FITNESS PROGRAM

The City will provide $5,000.00 for athletic expenses to the Association, annually upon request. These funds will be used for athletic purposes as determined by the Association. The Fire Chief may provide input on such expenses. The Association will make the final decision on how to utilize these funds for what athletic expenses.

ARTICLE XXXV  SCHOOL VISITATION AND LICENSED DAY CARE LEAVE –AUGUST 24, 2005

The Department has established this policy in accordance with the California Labor Code, Sections 230.7 and 230.8.

F. DEFINITIONS

The following definitions shall be applicable to this policy:

(1) CHILD: A biological, adopted, or foster child; a stepchild, a legal ward; or a child of an employee who stands in loco parentis to that child, who is either attending a licensed child day care facility or who is in kindergarten or grades one (1) through twelve(12);

(2) ELIGIBLE EMPLOYEE: An employee of the Department who is either a parent, guardian or grandparent having custody of a child as herein defined, and

(3) SCHOOL LEAVE: Leave taken in accordance with the provisions of this policy.

G. REASONS FOR GRANTING LEAVE

An employee may request leave for the following reasons:
(1) To participate in the activities of the child’s school or licensed day care facility, or

(2) To appear at the school of a suspended child pursuant to a request made by the child’s school under Section 48900.1 of the California Education Code.

H. AMOUNT OF LEAVE

(1) An employee may take up to forty (40) hours of leave per calendar year. However, no employee may take more than eight (8) hours of leave per calendar month of the year.

(2) If both parents are employed by the Department, only the first employee who applies for the leave shall receive it. The second employee may take a simultaneous absence only if he/she obtains approval from the Battalion Chiefs office. Whether leave is granted to the second employee shall be at the discretion of the Battalion Chief’s office, but shall consider the number of employees scheduled to work that day; the impact the absence would have on overtime, safety, and schedules of other employees; the amount of leave the employee has already taken; and any other relevant factors.

I. USE OF ACCUMULATED LEAVE TIME

(1) An employee shall substitute all accumulated vacation, holiday, personal leave, or compensatory time off when taking leave.

(2) An employee may use unpaid leave time if all accumulated vacation, holiday, personal leave, or compensatory time has already been used. The limits on usage, forty (40) hours a year and eight (8) hours a month will apply even if unpaid leave is used due to lack of accumulated paid leave.

J. NOTICE OF VISIT

(1) An employee must notify the Battalion Chiefs office not less than three (3) calendar days before the scheduled visit. Employees shall make every attempt to find someone of equal rank to assume their shift. If an emergency makes notice impossible, the employee shall notify the Battalion Chief’s office as soon as possible.

(2) In situations where the employee has control in the scheduling of a school visit, the employee shall make reasonable efforts to schedule the school visit so as not to unduly disrupt the operations of the Department.

K. EVIDENCE OF VISIT

Employees requesting leave are required to provide written verification of his or her participation in a school or licensed day care facility activity on a specific date and at a particular time. The employee must obtain said written verification from the school or child day care facility and provide it to the Battalion Chiefs office not
later than five (5) calendar days after the absence. Failure to provide said written verification will make the employee ineligible for School Leave.

If the employee is requesting Leave under Section 3.210.16(B) (2), above, the employee is required to submit a copy of the request from the school required under Section 48900.1 of the California Education Code.

ARTICLE XXXVI  VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE
— AUGUST 24, 2005

The Department has established this policy in accordance with the California Labor Code Sections 230 and 230.1

L.  DEFINITIONS

The following definitions shall be applicable to this Policy.

(1)  DOMESTIC VIOLENCE: Abuse that is committed against any of the following persons:
    • A spouse or former spouse;
    • A cohabitant or former cohabitant;
    • A person with whom the perpetrator is having or has had a dating or engagement relationship;
    • A person with whom the perpetrator has had a child;
    • A child of a party, or
    • Any other person related by consanguinity or affinity within the second degree.

(2)  PERPETRATOR: A person who commits domestic violence or sexual assault, as defined herein.

(3)  SEXUAL ASSAULT: Includes the following crimes, as defined in Title 9 of the California Penal Code: rape; unlawful sexual intercourse with a person under 18; rape of a spouse; abduction for marriage or defilement; inveiglement or enticement of unmarried female under 18 for purposes of prostitution, etc.; abduction or procurement by fraudulent inducement for prostitution; abduction to live in illicit relation; obtaining consent to sexual acts by false or fraudulent representation with intent to create fear; placing or permitting placement of wife in house of prostitution; procurement of child under age 16 for lewd or lascivious acts; abduction of persons under 18 for purposes of prostitution; aggravated sexual assault of a child; female genital mutilation; incest; sodomy; lewd or lascivious acts; oral copulation; continuous sexual abuse of a child; penetration by unknown or foreign objects; or employment or use of minor to perform prohibited acts.
(4) VICTIM LEAVE: Leave taken in accordance with this policy.

M. ELIGIBILITY FOR LEAVE

All employees of the Department who have been the victim of domestic violence or sexual assault and who meet the provisions of this policy are eligible for Victim Leave.

N. REASON FOR LEAVE

An employee may request Victim Leave for the following reasons:

(1) To seek medical attention for injuries caused by domestic violence or sexual assault;

(2) To obtain services from domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault;

(3) To participate in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation, and/or

(4) To obtain or attempt to obtain any legal relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

O. AMOUNT OF LEAVE

This Policy is not intended to create and does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under the federal Family and Medical Leave Act of 1993, which reflected in the City of Alhambra’s Family and Medical Leave Policy.

P. PAY WHILE ON LEAVE AND USE OF ACCUMULATED LEAVE

(1) Victim Leave is unpaid leave.

(2) An employee may elect to use any accumulated vacation, holiday, personal leave, or compensatory time when taking Victim Leave.

Q. NOTICE OF LEAVE

(1) An employee wishing to take Victim Leave must notify the Battalion Chief’s office at least three (3) working days before the intended absence. The three (3) working days may be waived by the Chief-in-Charge if circumstances are justified.

(2) When advance notice under Section (F) (1) is not feasible, the employee must notify the Battalion Chief’s office within a reasonable time.
R. CERTIFICATION FOR UNSCHEDULED LEAVE

(1) If the employee is not able to provide advance notice of Victim Leave under Section (F) (1), the employee must, within three (3) days after the absence, provide the Battalion Chief’s office with certification. Certification may include any of the following:

• A police report indicating that the employee was a victim;

• A court order protecting or separating the employee from the perpetrator;

• Evidence from the court of prosecuting attorney that the employee appeared in court because of domestic violence or sexual assault, and/or

• Documentation from a medical professional, domestic violence advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence or sexual assault.

(2) If the Department is unaware that an absence is because of domestic violence or sexual assault, and takes an adverse employment action against the employee because of that absence, the adverse employment action shall be reversed upon the presentation of a certification as defined in (G) above.

S. CONFIDENTIALITY

The Department will keep all communications made under this Policy strictly confidential, unless required by law to disclose the communications.

ARTICLE XXXVII DELEGATION OF AUTHORITY — OCTOBER 4, 2005

Any delegation of authority referenced in the Administrative Policy Manual by the Chief or Chief in Charge or Officer in Charge to a lower level of supervision may be modified or rescinded at any time, in writing, at the discretion of the Fire Chief or Chief in Charge.

ARTICLE XXXVIII NOTICE OF FUTURE MEET & CONFER

It is the intent of the parties that this MOU be administered in its entirety in good faith, during its full term. It is recognized that during such term, it may be necessary to make changes concerning provisions set forth in this MOU in emergency circumstances as set forth under California Government Code Section 3500, et seq.

It is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to meet and confer with respect to any term and condition set forth under this MOU during its term. However, the City and the Association agree that the costs incurred by the City which are associated with the implementation of the terms of this Agreement shall be considered in relation to any future
increases in salary, benefits, or other terms or conditions of employment.

ARTICLE XXXIX        MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees shall remain in full force and effect.

ARTICLE XL            SEVERABILITY

It is understood and agreed that this Amendment is subject to all applicable present and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict with such applicable provisions of Federal and State laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE XLI           WAIVER AND MODIFICATION

Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by the affected employees shall remain in full force and effect during the entire term of this Agreement unless changed subsequent to the completion of the required meet and confer process. Certain matters would also require not only completion of the meet and confer process, but would also require mutual consent: by both to effect change during the period of this agreement. This provision is not to be interpreted as relieving either the City or the Association of its obligation to meet and confer on appropriate matters in accordance with the provisions of the Government Code.

ARTICLE XLII          LIMITED REOPENER

The parties agree to a limited reopener to meet and confer regarding updates to the City’s Personnel Rules and Regulations, The City’s Employer Employee Relations Resolution, the City’s Municipal Code, and the City’s Administrative Leave Policies. during the term of this Agreement and address any document affected by the update, including the City’s Municipal Code and the Agreement.

The parties agree to a limited reopener to meet and confer regarding the implementation of a Comprehensive Memorandum of Understanding.

The parties agree to a limited reopener to explore options to implement a Health Savings Account to assist in funding retiree medical premium costs.
Alhambra Firefighters' Association

By: Erik Sarafian, President
Alhambra Firefighters' Association

Date: 2/20/2020

Management Representative
Of the City of Alhambra

By: Theresa St. Peter
Theresa St. Peter, Interim Human Resources Director
City of Alhambra

Date: 2/20/20
APPENDIX "A"

CITY OF ALHAMBRA - SALARY SCHEDULE

**EFFECTIVE FEBRUARY 20, 2020 THROUGH THE LAST PAY PERIOD OF FISCAL YEAR 2019-2020**

<table>
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<th>(+2%)</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
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**EFFECTIVE JULY 1ST THROUGH THE LAST PAY PERIOD OF FISCAL YEAR 2020-2021**

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**EFFECTIVE JULY 1ST THROUGH THE LAST PAY PERIOD OF FISCAL YEAR 2021-2022**

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<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
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**APPENDIX “B”**

**AFA Uniform Items and Cleaning**

*Cost information valid as of July 1, 2017*

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<th>Qty.</th>
<th>Uniform Item</th>
<th>Purchasing Cost</th>
<th>Cleaning Cost</th>
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<td>Dress Cap</td>
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*Safety Items are not reportable to CalPERS as special compensation*
APPENDIX "C"

STATION SELECTION

Shift assignments for the current calendar year (starting January 1st) shall be completed by the Battalion Chiefs annually prior to October 1st of the preceding year. Station selections for the current calendar year (starting January 1st) will commence in September of the preceding year. Once station selections have been completed, vacation and holiday selections shall begin October 1st of the preceding year and shall be completed no later than November 1st of the preceding year. The Battalion Chiefs are responsible for assuring that all assigned positions are filled by personnel with the required experience, knowledge and appropriate certifications (paramedic and/or US&R qualified) to facilitate the best operation of the Department. Regardless of the means used to assign personnel, the Fire Chief reserves the option of assigning personnel in the best interest of the Alhambra Fire Department.

If it is determined to be in the best interest of the Department to allow individual employees to select a desired work assignment, it shall be accomplished in the following fashion:

The Battalion Chiefs will be responsible for overseeing the selection process. The process will be to allow each employee to select an assignment for the upcoming year based on those assignments the employee qualifies for, that is available at the time the employee is to select. Selections shall start with the senior captain, based on seniority in rank, until all captains have selected. Next, engineers will select based on seniority in rank. Finally, Firefighters based on seniority will be allowed to select.

During the calendar year, the responsible Battalion Chief has the authority to reassign the personnel under his command, in the best interest of completing the task of the shift, and responsibilities of the Department. Every effort shall be made to keep the companies together for an entire year to create crew continuity.