



**Placentia City Council
Placentia City Council as Successor to the
Placentia Redevelopment Agency
Placentia Industrial Commercial
Development Authority
Placentia Public Financing Authority**

KEVIN KIRWIN
Mayor
District 2

CHAD P. WANKE
Mayor Pro Tem
District 4

THOMAS HUMMER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

JEREMY B. YAMAGUCHI
Councilmember
District 3

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Jennifer Lampman
City Administrator

Christian L. Bettenhausen
City Attorney

**AGENDA
October 21, 2025**

401 E. Chapman Avenue, Placentia, CA

**Phone: (714) 993-8117
Email: administration@placentia.org
www.placentia.org**

Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "**Oral Communications**" portion of the agenda should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
REGULAR MEETING AGENDA
October 21, 2025
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL:

*Councilmember/ Board Member Hummer
Councilmember/ Board Member Smith
Councilmember/ Board Member Yamaguchi
Mayor Pro Tem/ Board Vice Chair Wanke
Mayor/ Board Chair Kirwin*

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

A. Proclamation of Domestic Violence Awareness Month 2025

Presenters: Mayor Pro Tem Wanke and City Council
Recipient: Claudia Flores, Clinical Director, Radiant Futures

B. Presentation of the Orange County 2025 Gun Buyback Program

Presenter: Doug Chaffee, Orange County Supervisor

C. Recognition of the Heritage Committee

Presenters: Mayor Pro Tem Wanke and City Council
Recipients: Heritage Committee Executive Board Members

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR (1.a. through 1.h.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: It is recommended that the City Council: Approve.

1.b REGISTERS FOR OCTOBER 21, 2025

Check Register

Fiscal Impact: \$ 313,999.13

Electronic Disbursement Register

Fiscal Impact: \$1,824,831.73

Recommended Action: It is recommended that the City Council: Receive and file.

1.c SECOND READING OF ORDINANCE NO. O-2025-09, AND ADOPTING REVISED SEWER SYSTEM SERVICE RATES

Fiscal Impact:

There is no direct fiscal impact to the City's General Fund Budget associated with the recommended action. City Council approval of the proposed sewer rate adjustments will generate additional revenue into the City's Sewer Enterprise Fund that will help fund the ongoing maintenance and operation of the City's sewer utility, as well as provide additional funds for needed capital improvements to the sewer collection system.

Recommended Action: It is recommended that the City Council: Waive full reading, by title only, and adopt Ordinance No. O-2025-09, an Ordinance of the City Council of the City of Placentia, California, adopting revised Sewer System Service Rates for Sanitary Sewer Service and amending sections of Chapter 5.24 of the Placentia Municipal Code pertaining to the Sewer System Service Fees.

1.d PROGRAM SUPPLEMENT AGREEMENT FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT AND RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE STATE AND FEDERAL AGREEMENTS FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT BETWEEN CALTRANS AND THE CITY OF PLACENTIA

Fiscal Impact:

There is no direct fiscal impact associated with this recommended action.

Recommended Action: It is recommended that the City Council:

1. Approve Program Supplement Agreement No. F012 with the California Department of Transportation; and
2. Adopt Resolution No. R-2025-54, a Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator and/or her designee to execute Program Supplement Agreement No. F012 and all state and federal agreements for transportation grant funded projects with the California Department of Transportation; and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.e RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE OFFICER'S ASSOCIATION

Fiscal Impact:

Placentia Police Officers' Association

Year 1: Estimated \$ 452,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 292,000 increase to FY26-27 total compensation

Total: Estimated \$ 744,000 increase.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-55, approving the terms between the City and the Placentia Police Officers' Association (PPOA); and
2. Adopt Resolution No. R-2025-60, Budget Amendment for PPOA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPOA on behalf of the City, in a form approved by the City's Labor Counsel.

1.f RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE MANAGEMENT ASSOCIATION

Fiscal Impact:

Placentia Police Management Association

Year 1: Estimated \$ 233,500 increase to FY25-26 total compensation

Year 2: Estimated \$ 194,500 increase to FY26-27 total compensation

Total: Estimated \$ 428,000 increase.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-56, approving the terms between the City and the Placentia Police Management Association (PPMA);and
2. Adopt Resolution No. R-2025-61, Budget Amendment for PPMA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPMA on behalf of the City, in a form approved by the City's Labor Counsel.

1.g RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FIRE MANAGEMENT ASSOCIATION

Fiscal Impact:

Placentia Firefighters Management Association

Year 1: Estimated \$ 24,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 19,500 increase to FY26-27 total compensation

Total: Estimated \$ 43,500 increase.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-57, approving the terms between the City and the Placentia Fire Management Association (PFMA); and

2. Adopt Resolution No. R-2025-62, Budget Amendment for PFMA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PFMA on behalf of the City, in a form approved by the City's Labor Counsel.

1.h **RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FIREFIGHTERS' ASSOCIATION**

Fiscal Impact:

Placentia Firefighters Association

Year 1: Estimated \$283,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 64,500 increase to FY26-27 total compensation

Total: Estimated \$347,500 increase for term of agreement

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-59, approving the terms between the City and the Placentia Firefighters' Association (PFA); and
2. Adopt Resolution No. R-2025-64, Budget Amendment for PFA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PFA on behalf of the City, in a form approved by the City's Labor Counsel.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a **PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT 2023-2025 BIENNIAL REPORT**

Fiscal Impact:

There is no fiscal impact to receive and file the Biennial Report.

Recommended Action: It is recommended that the City Council:

Receive and file.

CITY COUNCIL MEMBERS REQUESTS:

Council Members may make requests or ask questions of Staff. If a Council Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to the next regular City Council meeting on Tuesday, November 4, 2025, at 7:00 p.m.

CERTIFICATION OF POSTING

I, Brooke Lovell, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the October 21, 2025, meetings of the

City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on October 16, 2025.

Brooke Lovell, Deputy City Clerk



Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Christian Bandlely

From: Finance

Subject:

REGISTERS FOR OCTOBER 21, 2025

Check Register

Fiscal Impact: \$ 313,999.13

Electronic Disbursement Register

Fiscal Impact: \$1,824,831.73

Recommendation:

Recommended Action: It is recommended that the City Council:
Receive and file.

Attachments

[Check Register 10-2-25.pdf](#)

[EFT-ACH Register 10-2-25.pdf](#)

City of Placentia
Check Register 10/2/2025

Name	Memo	Amount	Check Number	Date
V001779 YORBA LINDA WATER DISTRICT	Water Charges - September 2025	7,269.38	135989	10/2/2025
V001740 VERIZON WIRELESS	572549101-0001 (8/21-9/20)	1,856.64	135988	10/2/2025
V001740 VERIZON WIRELESS	PW Ipad	56.22	135987	10/2/2025
V000639 ULINE	Workbench & Mats	2,113.05	135986	10/2/2025
V001663 THE BEE MAN	Work at Whitten Center 9/15/25	245.00	135985	10/2/2025
V001658 TEAM ONE MANAGEMENT	August - Janitorial Services for Park Restrooms	7,274.75	135984	10/2/2025
V000638 T-MOBILE	8/19-9/18 PD Phone Security Subscription	210.00	135983	10/2/2025
V000638 T-MOBILE	8/21-9/20 PD Phone Services	3,444.90	135982	10/2/2025
V000638 T-MOBILE	Acct 990643611 - Devices & Data	2,470.04	135981	10/2/2025
V000636 SOUTHERN CALIFORNIA EDISON	Electrical Charges - September 2025	10,082.20	135980	10/2/2025
V002066 SOCAL HOODS	Invoice #29532	985.00	135979	10/2/2025
V001593 SO CAL GAS	Gas Charges: August to September 2025	495.49	135978	10/2/2025
V001515 RED 88 MEDIA LLC	City Meeting Broadcasts	2,768.00	135977	10/2/2025
V001500 QUADIANT FINANCE USA INC	Postage Sept 2025	5,023.18	135976	10/2/2025
V001856 PRESTIGE GOLF CARS	Golf Cart Rental - Heritage 2025	1,741.07	135975	10/2/2025
V001427 PARS	Annual Asset Fee (prorated monthly) for June	509.42	135974	10/2/2025
V001328 MMASC	Annual Conference Registration	675.00	135973	10/2/2025
V001785 MINUTEMAN PRESS COVINA		250.14	135972	10/2/2025
V001289 MARIPOSA LANDSCAPES INC	FY 25-26 Citywide landscape maintenance: Aug 2025	19,460.87	135971	10/2/2025
V001232 LA HABRA FENCE CO INC	Fence Repair at Whitten Center	891.00	135970	10/2/2025
V001146 HOUSTON & HARRIS PCS INC	Sewer Line Cleaning: August 2025	52,186.06	135969	10/2/2025
V001136 HINDERLITER DE LLAMAS & ASSOC	Sales Tax Contract Services July-Sept 2025	1,747.25	135968	10/2/2025
V001132 HF&H CONSULTANTS LLC	FY 25-26: SB1383 Implementation Support	4,677.00	135967	10/2/2025
V001127 HEALTHPOINTE MEDICAL GROUP INC	Employment Physicals	1,183.00	135966	10/2/2025
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	September PD Training Mgmt	2,330.02	135965	10/2/2025
V001094 GOLDEN STATE WATER COMPANY	Water Charges - September 2025	3,274.46	135964	10/2/2025
V001079 GARY L KUSUNOKI HEARING EXAMINERS	4/2 Hearing Examiner Services	270.00	135963	10/2/2025
V001049 FIREMASTER	Fire Operations	824.75	135962	10/2/2025
V000955 DEPARTMENT OF JUSTICE	August Livescan Processing	304.00	135961	10/2/2025
V001794 COUNTY OF ORANGE	Aug OCATS Circuit Support	1,104.51	135960	10/2/2025
V000872 CITY OF ANAHEIM	Traffic Signal Costs - 8/15/25 to 9/16/25	77.96	135959	10/2/2025
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189080101	1,174.72	135958	10/2/2025
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189952201	5,524.57	135957	10/2/2025
V002064 CAROL HAXTON	Heritage Refund For Electrical	55.00	135956	10/2/2025
V000828 CALIFORNIA POLICE CHIEFS ASSN.	FY 25/26 Membership	803.00	135955	10/2/2025
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	Park Landscaping Services	63,249.02	135954	10/2/2025
V000787 BOB HALL AND ASSOCIATES	Recruitment Services & Reimbursements	14,690.00	135953	10/2/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	VDS Detection options	42,158.00	135952	10/2/2025
V002033 BARNUM STAGE RENTAL LLC	Mobile stage rental for Concerts in the park	17,500.00	135951	10/2/2025
V000751 B & M LAWN & GARDEN CENTER	Fire Station Tools	990.13	135950	10/2/2025
V000616 AT&T	CalNet Charges: August - September 2025	11,021.74	135949	10/2/2025
V000616 AT&T	Ipads Acct#287248890794	255.04	135948	10/2/2025
V000678 AED INSTITUTE OF AMERICA INC	AED Equipment & Supplies	14,759.55	135947	10/2/2025
V000656 ADMINISURE	Worker's Compensation August 2025 Claims Administration	6,018.00	135946	10/2/2025
Total		313,999.13		

City of Placentia
EFT/ACH Register 10/2/2025

Vendor	Date	Memo	Document Number	Amount	EFT Status
E000004 ALBERT BERMUDEZ	9/22/2025	RETIREE OCTOBER 2025	00000047/1	564.00	EFT Payment
E000126 Aldwir Mamoun	9/22/2025	RETIREE OCTOBER 2025	00000047/2	869.44	EFT Payment
E000008 ANDREW DEAN	9/22/2025	RETIREE OCTOBER 2025	00000047/3	1814.00	EFT Payment
E000013 ARLENE M COOK	9/22/2025	RETIREE OCTOBER 2025	00000047/4	526.78	EFT Payment
E000014 ARTHUR BURGNER	9/22/2025	RETIREE OCTOBER 2025	00000047/5	526.78	EFT Payment
E002027 BRYCE ANGEL	9/22/2025	RETIREE OCTOBER 2025	00000047/6	1814.00	EFT Payment
E000019 CAROLYN DAVIS	9/22/2025	RETIREE OCTOBER 2025	00000047/7	184.39	EFT Payment
E000020 CHARLES A BABCOCK	9/22/2025	RETIREE OCTOBER 2025	00000047/8	349.00	EFT Payment
E000033 DONALD BUNNELL	9/22/2025	RETIREE OCTOBER 2025	00000047/9	526.78	EFT Payment
E000137 DOWNEY CAROL	9/22/2025	RETIREE OCTOBER 2025	00000047/10	526.78	EFT Payment
E000143 ECKENRODE NORMAN	9/22/2025	RETIREE OCTOBER 2025	00000047/11	526.78	EFT Payment
E000150 ESCOBOSA LILLIAN	9/22/2025	RETIREE OCTOBER 2025	00000047/12	426.70	EFT Payment
E000152 ESPINOZA ROSALINDA	9/22/2025	RETIREE OCTOBER 2025	00000047/13	564.00	EFT Payment
E000171 FRICKE JUERGEN	9/22/2025	RETIREE OCTOBER 2025	00000047/14	965.00	EFT Payment
E000172 FULLER GLENN H	9/22/2025	RETIREE OCTOBER 2025	00000047/15	965.00	EFT Payment
E000173 GALLANT KAREN	9/22/2025	RETIREE OCTOBER 2025	00000047/16	526.78	EFT Payment
E000184 GARNER JO ANN	9/22/2025	RETIREE OCTOBER 2025	00000047/17	184.39	EFT Payment
E000185 GARNER KITTY	9/22/2025	RETIREE OCTOBER 2025	00000047/18	869.44	EFT Payment
E000039 GEOFFREY COBBETT	9/22/2025	RETIREE OCTOBER 2025	00000047/19	526.78	EFT Payment
E000213 GRIMM DENNIS L	9/22/2025	RETIREE OCTOBER 2025	00000047/20	349.00	EFT Payment
E000239 HOLTSCLOW KATHERINE	9/22/2025	RETIREE OCTOBER 2025	00000047/21	564.00	EFT Payment
E000249 IRVINE SUZETTE	9/22/2025	RETIREE OCTOBER 2025	00000047/22	526.78	EFT Payment
E000049 JAMIE DELOS SANTOS	9/22/2025	RETIREE OCTOBER 2025	00000047/23	250.31	EFT Payment
E000051 JAY SCOTT AUDISS	9/22/2025	RETIREE OCTOBER 2025	00000047/24	2369.95	EFT Payment
E000254 JENKINS ROBERT	9/22/2025	RETIREE OCTOBER 2025	00000047/25	1011.40	EFT Payment
E000058 JOHN P CHANDLER	9/22/2025	RETIREE OCTOBER 2025	00000047/26	1406.65	EFT Payment
E000059 JOHN T ARMSTRONG	9/22/2025	RETIREE OCTOBER 2025	00000047/27	1136.00	EFT Payment
E000255 JOHNSON SHARON	9/22/2025	RETIREE OCTOBER 2025	00000047/28	184.39	EFT Payment
E000256 JONES ROBERT	9/22/2025	RETIREE OCTOBER 2025	00000047/29	284.25	EFT Payment
E000258 JUAREZ JANET	9/22/2025	RETIREE OCTOBER 2025	00000047/30	184.39	EFT Payment
E000259 JUDD TERRELL	9/22/2025	RETIREE OCTOBER 2025	00000047/31	526.78	EFT Payment
E000272 KIRKLAND RICHARD L	9/22/2025	RETIREE OCTOBER 2025	00000047/32	184.39	EFT Payment
E000299 LITTLE DIANE M	9/22/2025	RETIREE OCTOBER 2025	00000047/33	426.70	EFT Payment
E000301 LOOMIS CORINNE	9/22/2025	RETIREE OCTOBER 2025	00000047/34	564.00	EFT Payment
E000310 LOWREY B J	9/22/2025	RETIREE OCTOBER 2025	00000047/35	349.00	EFT Payment
E000320 MAERTZWEILER MICHAEL L	9/22/2025	RETIREE OCTOBER 2025	00000047/36	526.78	EFT Payment
E000080 MARLA ANDERSON	9/22/2025	RETIREE OCTOBER 2025	00000047/37	526.78	EFT Payment
E000336 MCELHINNEY JAMES	9/22/2025	RETIREE OCTOBER 2025	00000047/38	892.70	EFT Payment
E000085 MICHAEL BUSSE	9/22/2025	RETIREE OCTOBER 2025	00000047/39	763.50	EFT Payment
E000346 MILANO JAMES	9/22/2025	RETIREE OCTOBER 2025	00000047/40	526.78	EFT Payment
E000348 MILLER RICHARD	9/22/2025	RETIREE OCTOBER 2025	00000047/41	965.00	EFT Payment
E000349 MILLSAP SCOTT	9/22/2025	RETIREE OCTOBER 2025	00000047/42	2051.70	EFT Payment
E000372 NAJERA JOSEPH D.	9/22/2025	RETIREE OCTOBER 2025	00000047/43	564.00	EFT Payment
E000389 OLEA ARLENE J	9/22/2025	RETIREE OCTOBER 2025	00000047/44	526.78	EFT Payment
E000399 PALMER GEORGE	9/22/2025	RETIREE OCTOBER 2025	00000047/45	965.00	EFT Payment
E000403 PASCARELLA RICHARD	9/22/2025	RETIREE OCTOBER 2025	00000047/46	2201.80	EFT Payment
E000404 PASCUA RAYNALD	9/22/2025	RETIREE OCTOBER 2025	00000047/47	869.44	EFT Payment
E000405 PASPALL MIHAJLO	9/22/2025	RETIREE OCTOBER 2025	00000047/48	526.78	EFT Payment
E000413 PEREZ ROBERT	9/22/2025	RETIREE OCTOBER 2025	00000047/49	184.39	EFT Payment
E000420 PICHON WALTER	9/22/2025	RETIREE OCTOBER 2025	00000047/50	426.70	EFT Payment
E000423 PINEDA MATEO	9/22/2025	RETIREE OCTOBER 2025	00000047/51	526.78	EFT Payment
E000426 PISCHEL STEPHEN	9/22/2025	RETIREE OCTOBER 2025	00000047/52	869.44	EFT Payment

City of Placentia
EFT/ACH Register 10/2/2025

E000431 POINT ERIC	9/22/2025	RETIREE OCTOBER 2025	00000047/53	2369.95	EFT Payment
E000093 PRESTON DAVID	9/22/2025	RETIREE OCTOBER 2025	00000047/54	526.78	EFT Payment
E000445 REDIFER KIM R	9/22/2025	RETIREE OCTOBER 2025	00000047/55	965.00	EFT Payment
E000449 REYES ROGER T	9/22/2025	RETIREE OCTOBER 2025	00000047/56	526.78	EFT Payment
E000452 REYNOLDS MATTHEW	9/22/2025	RETIREE OCTOBER 2025	00000047/57	564.00	EFT Payment
E000453 RICE RUSSELL J	9/22/2025	RETIREE OCTOBER 2025	00000047/58	1384.00	EFT Payment
E000456 RIVERA AIDA	9/22/2025	RETIREE OCTOBER 2025	00000047/59	184.39	EFT Payment
E000458 ROACH MICHAEL	9/22/2025	RETIREE OCTOBER 2025	00000047/60	908.85	EFT Payment
E000459 ROBB SANDRA	9/22/2025	RETIREE OCTOBER 2025	00000047/61	184.39	EFT Payment
E000096 ROBERT CHANG	9/22/2025	RETIREE OCTOBER 2025	00000047/62	866.44	EFT Payment
E000097 ROBERT D'AMATO	9/22/2025	RETIREE OCTOBER 2025	00000047/63	184.39	EFT Payment
E000098 ROBERTA JO DICKSON	9/22/2025	RETIREE OCTOBER 2025	00000047/64	184.39	EFT Payment
E000480 ROSE RICHARD D	9/22/2025	RETIREE OCTOBER 2025	00000047/65	869.44	EFT Payment
E000485 RUIZ ARNULFO	9/22/2025	RETIREE OCTOBER 2025	00000047/66	1286.00	EFT Payment
E000492 SALE LEE R	9/22/2025	RETIREE OCTOBER 2025	00000047/67	526.78	EFT Payment
E000496 SANCHEZ LAURA	9/22/2025	RETIREE OCTOBER 2025	00000047/68	184.39	EFT Payment
E000505 SCHLIEDER BEVERLY	9/22/2025	RETIREE OCTOBER 2025	00000047/69	869.44	EFT Payment
E000101 SHARLENE BEALS	9/22/2025	RETIREE OCTOBER 2025	00000047/70	184.39	EFT Payment
E000525 SMITH WARD	9/22/2025	RETIREE OCTOBER 2025	00000047/71	323.65	EFT Payment
E000527 SOTO PHILIP J	9/22/2025	RETIREE OCTOBER 2025	00000047/72	526.78	EFT Payment
E000528 SPRAGUE GARY A	9/22/2025	RETIREE OCTOBER 2025	00000047/73	965.00	EFT Payment
E000529 STEPHEN JEFFREY	9/22/2025	RETIREE OCTOBER 2025	00000047/74	869.44	EFT Payment
E000537 TAYLOR DAVID M	9/22/2025	RETIREE OCTOBER 2025	00000047/75	577.00	EFT Payment
E000538 TAYLOR LINDA	9/22/2025	RETIREE OCTOBER 2025	00000047/76	564.00	EFT Payment
E000542 THOMANN DARYLL L	9/22/2025	RETIREE OCTOBER 2025	00000047/77	1011.40	EFT Payment
E000558 TRIFOS WILLIAM	9/22/2025	RETIREE OCTOBER 2025	00000047/78	965.00	EFT Payment
E000565 VALENTINE THOMAS	9/22/2025	RETIREE OCTOBER 2025	00000047/79	1975.70	EFT Payment
E000577 VERSTYNEN WILLIAM	9/22/2025	RETIREE OCTOBER 2025	00000047/80	184.39	EFT Payment
E000584 WAHL KATHLEEN A	9/22/2025	RETIREE OCTOBER 2025	00000047/81	184.39	EFT Payment
E000590 WIEST STEPHEN	9/22/2025	RETIREE OCTOBER 2025	00000047/82	526.78	EFT Payment
E000597 WORDEN LARRY M	9/22/2025	RETIREE OCTOBER 2025	00000047/83	577.00	EFT Payment
E000601 YAMAGUCHI BRIAN	9/22/2025	RETIREE OCTOBER 2025	00000047/84	908.85	EFT Payment
E000614 ZINN JOHN	9/22/2025	RETIREE OCTOBER 2025	00000047/85	564.00	EFT Payment
V000829 CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	10/2/2025	PR#2501018 CalPERS		146,118.92	ACH - Paid Online
V001520 REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA	10/2/2025	Residential Solid Waste Collection Services: Aug 2025	00000047/86	838,318.62	EFT Payment
V000797 BRIGHTLY SOFTWARE INC	10/2/2025	FY 25-26: Annual Subscription for Asset Management and Work Order System	00000047/87	55,866.22	EFT Payment
V001010 ENTERPRISE FLEET MANAGEMENT	10/2/2025	PD VH Lease Charges	00000047/88	28,625.20	EFT Payment
V001462 PLACEWORKS	10/2/2025	July 2025 SP5 Update and EIR	00000047/89	5,046.25	EFT Payment
V000622 AMAZON CAPITAL SERVICES	10/2/2025	IT - Amazon	00000047/90	2,081.86	EFT Payment
V002057 TIMECLOCK PLUS, LLC	10/2/2025	Dispatch - Software	00000047/91	2,895.00	EFT Payment
V000943 DATA TICKET INC.	10/2/2025	August 2025 Code Enforcement Citation Processing	00000047/92	1,581.17	EFT Payment
V000914 CONVERSE CONSULTANTS	10/2/2025	Hazardous Materials Consulting Services	00000047/93	6,285.98	EFT Payment
V001480 PRINCIPAL FINANCIAL GROUP	10/2/2025	Oct 2025 - Whole Life Insurance - Executive Bonus		1,455.65	ACH - Paid Online
V001486 PRUDENTIAL OVERALL SUPPLY	10/2/2025	Uniform and Laundry Services: July 2, 2025	00000047/94	156.60	EFT Payment
V000460 ROBERTS JULIE	10/2/2025	Training meals and miles reimbursement for Peer Support	00000047/95	110.40	EFT Payment
Total				1,149,524.21	
			ACH Total	147,574.57	
			EFT Total	1,001,949.64	
			Payroll 2501020; 10/3/25	675307.52	
			Grand Total	1,824,831.73	



Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

Subject:

SECOND READING OF ORDINANCE NO. O-2025-09, AND ADOPTING REVISED SEWER SYSTEM SERVICE RATES

Financial Impact:

Fiscal Impact:

There is no direct fiscal impact to the City's General Fund Budget associated with the recommended action. City Council approval of the proposed sewer rate adjustments will generate additional revenue into the City's Sewer Enterprise Fund that will help fund the ongoing maintenance and operation of the City's sewer utility, as well as provide additional funds for needed capital improvements to the sewer collection system.

Summary:

The Public Works Department is responsible for administering over 84 miles of gravity sanitary sewer pipeline. In 2021, the City approved a sewer rate increase. This increase was meant to provide sufficient funding to maintain the existing sewer system and budget necessary capital improvements identified in the adopted 2018 Sewer Master Plan. The adopted sewer rate provided an annual increase of 3% per year to account for inflation over five years. The annual increase is set to expire at the end of FY 2025-26, after which fees will remain flat until a new sewer fee schedule is adopted. Since that time, the Sewer Enterprise Fund has provided sufficient budget for routine maintenance, but not for capital improvements.

On July 15, 2025, the City Council adopted Resolution Nos. R-2025-40 and R-2025-41, which approved the initiation of the Proposition 218 public hearing process; set a public hearing for October 7, 2025, and adopted written protest procedures. On Friday, August 15, 2025, the required 45-day notice was mailed to 12,930 affected property owners in the City. The notice informed property owners about the proposed rate increases, the scheduled public hearing, and procedures for submitting a written protest. On October 7, 2025, the public hearing was held, and the total number of tabulated results of protests received was four (4). Since no majority protest was established, the City Council voted to approve the first reading of the ordinance to adopt a six-year sewer rate increase effective November 20, 2025. Approval of the second reading will formally adopt the ordinance which will be published in the newspaper within 15 days.

Recommendation:

Recommended Action: It is recommended that the City Council:

Waive full reading, by title only, and adopt Ordinance No. O-2025-09, an Ordinance of the City Council of the City of Placentia, California, adopting revised Sewer System Service Rates for Sanitary Sewer Service and amending sections of Chapter 5.24 of the Placentia Municipal Code pertaining to the Sewer System Service Fees.

Strategic Plan Statement:

This item is consistent with the City Council approved Five Year Strategic Plan Goal 1: Ensuring Long-Term Fiscal Sustainability and Strategic Goal 5: Implementing Public Infrastructure to Meet Community Needs.

Discussion:

Operation and maintenance costs of the City's sewer collection system have been sufficiently covered by the current sewer collection rate adopted in 2021. However, revenues have not been sufficient to cover the capital needs identified in the 2018 Sewer Master Plan. The City, therefore, has a deferred backlog of much needed sewer system capital improvements.

Increases to the rates are recommended in order to provide sufficient funding to expand the capacity of the existing collection system, provide for much needed sewer rehabilitation and to ensure the Sewer Enterprise Fund remains financially solvent.

Background:

The City currently maintains 84 miles of gravity sanitary sewer pipelines and approximately 600 manholes. The City's wastewater is transferred into the Orange County Sanitation District's (OCSD) collection system via 35 separate connections for treatment. The Yorba Linda Water District (YWLD) owns and maintains 10 miles of sewer lines within the City's borders.

On April 26, 2002, the Santa Ana Regional Water Quality Control Board (RWQCB) issued Board Order (Order) No. R8-2002-0014, which prohibited the discharge of untreated sewage to any surface water storm or drainage system. This Order included numerous provisions, including the requirement for every agency to prepare a Sewer System Management Plan (SSMP) to address all requirements of the Order by September 30, 2005. In 2005, the City adopted a sanitary sewer fee and established the Sewer Maintenance Enterprise Fund to meet the increased costs and to comply with regulations adopted by the Santa Ana RWQCB.

The City adjusted the sanitary sewer fee rates in March 2005 while costs associated with maintaining the City's sewer system continued to rise. In 2021 the City adopted a revised sewer service fee structure, shown below.

User Class	FY 2021-22 (per CCF)	FY 2022-23 (per CCF)	FY 2023-24 (per CCF)	FY 2024-25 (per CCF)	FY 2025-26 (per CCF)
Single Family Residential	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
Multi-Family Residential	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92
Commercial	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Industrial	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Institutional	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59

Government & Public	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
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The established fees increased at 3% per fiscal year to account for inflation. The annual increase is set to expire after this fiscal year on June 30, 2026, at which point the fee will remain flat until a new sewer fee is established. While the fee revenues have provided sufficient funding for maintenance needs, they have not provided sufficient funding for the ongoing capital improvement needs. Based on the 2018 Sewer Master Plan adopted by City Council, the estimated deferred sewer capital improvement costs are approximately \$19 million.

2025 Sewer Cost Recovery Fee Rate Study:

The completed analysis reviewed a six-year cost of service to continue ongoing maintenance while providing sufficient funding for capital improvements identified in the 2018 Sewer Master Plan to be completed over the next six (6) years. To mitigate the effects of variable water usage, which led to the unreliability of the current fee structure, Staff is recommending a flat CIP fee be applied to each user category, with multi-family residential users tiered based on a range of units. This would provide a reliable revenue source to ensure capital sewer improvements could be completed. The proposed fee structure will continue to include a portion of the sewer fee based on water consumption per user category and charged on a per hundred cubic foot (CCF) unit.

The analysis was presented to the Sewer Utility, Refuse, and Recycling Ad-Hoc Committee (SURR Committee) at their June 10, 2025, meeting. Staff presented their recommendations and proposed an updated sewer rate structure. Upon a thorough review, the Committee provided Staff direction and recommended that the rates be forwarded to City Council for consideration.

The City Council conducted a Study Session on July 15, 2025, and directed Staff to set the public hearing date and initiate the Proposition 218 process. On July 15, 2025, the City Council adopted Resolution Nos. R-2025-40 and R-2025-41, which approved the initiation of the Proposition 218 public hearing process, set a public hearing for October 7, 2025, and adopted written protest procedures.

The completed Sanitary Sewer Service Fee Analysis and Six-Year Financing Plan (Study) includes a six-year financial plan and cost of service analysis as well as development of new sewer rates. The analysis reviewed the current rate structure in determining needed adjustments for the next six (6) years. The study includes the following findings:

- The City's current sanitary sewer service fee is outdated and does not reflect the full cost to operate, maintain, and improve the system.
- The City's current rates are insufficient to fund ongoing services and necessary capital improvements. The rates have not been adjusted since July 2021.
- Without a sanitary sewer system fee adjustment, the City's Sewer Enterprise Fund will not have adequate revenues to cover operations and maintenance of the sewer system and conduct necessary capital improvements and repairs.

The Study recommends the implementation of an updated sewer service fee structure that includes two (2) separate fees: a usage fee and a flat capital improvement fee. The usage fee will fund operating and maintenance costs of the sewer system. The capital fee will fund sewer

replacement, rehabilitation, and capacity enhancement improvements through a series of capital projects that are necessary to replace and upgrade the sewer system. The capital fee was developed utilizing the City's Sewer Master Plan. The Sewer Master Plan, prepared by Dudek in 2018, identified over \$19 million in needed rehabilitation and capacity improvement projects.

Proposition 218 Process

The City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218, which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218, set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water, and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service
- No property owner's fee exceeds his/her proportionate share of the costs
- The City does not impose a property-related fee for a service that is not available to the property owner

Upon incorporation of the City Council's recommendations and direction to send Proposition 218 notices, pursuant to California Constitution Article XIII D, Section 6, Staff sent notices to all property owners (and as a courtesy, to all customers, i.e., tenants) that receive sewer service from the City. There was a 45-day public notice period during which time property owners and customers could send written protests for consideration by the City Council. Protests from property owners were tallied at the public hearing on October 7, 2025, and only four (4) protests were received which did not constitute a majority. The first reading of the proposed ordinance was therefore approved by City Council at the conclusion of the October 7, 2025, public hearing.

Staff recommends that the City Council adopt the attached Ordinance No. O-2025-09 establishing the sewer rates as proposed.

Fiscal Impact Summary:

There is no direct fiscal impact to the General Fund associated with the requested actions. The cost for providing sanitary sewer services to the City's residents and businesses is covered by the customer rates established by the City and paid by these receiving said services. The proposed rate increase will be included in the proposed Fiscal Year 2026-27 Budget for the Sewer Enterprise Fund. The increased rates will provide additional funding for the Sewer Enterprise Fund to continue maintaining and operating the City's sewer collection system, as well as provide additional revenues to fund the cost of needed capital improvements to the City's sewer collection system.

Attachments

[Attachment 1 - Ordinance O-2025-09](#)

ORDINANCE NO. O-2025-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING REVISED SEWER SYSTEM SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTIONS OF CHAPTER 5.24 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO THE SEWER SYSTEM SERVICE FEES

City Attorney Summary

This Ordinance amends Title 5 (Schedule of Fees) of the City of Placentia Municipal Code amending certain provisions of Chapter 5.24 (Public Works Department) to increase the City's sanitary sewer rates set forth in Title 5 of the Placentia Municipal Code.

A. Recitals

(i) The City of Placentia ("City") intends to ensure that sufficient revenues are collected to adequately maintain, operate, and construct capital improvements to the City's sanitary sewer system facilities; and

(ii) In 2025, the City prepared a sewer rate study to analyze the current cost to the City of providing sewer services and recommend an adjustment to the current sanitary sewer rates; and

(iii). On July 15, 2025, the City Council held a Study Session to review and discuss the 2025 Sewer Cost Recovery Fee Rate Study; and

(iv). On July 15, 2025, the City Council set a public hearing and authorized mailing of notices to property owners of record, to inform them of the proposed sanitary sewer system rates and to open the 45-day notice period in accordance with Proposition 218; and

(v) On August 15, 2025, the City mailed the Notice, including the protest ballot, by first class mail to a total of 12,930 property owners of record of parcels to which the proposed sanitary sewer system rates for sanitary sewer services would apply, informing them of the October 7, 2025, public hearing; and

(vi) On October 7, 2025, the City Council of the Placentia of Placentia ("City Council") held a public hearing on the proposed sanitary sewer rates in accordance with California Constitution Article XIII D, Section 6, more commonly referred to as Proposition 218, and determined that no majority protest against the proposed rates had occurred; and

(vii) The City's current sanitary sewer rates are codified in section 5.24.140 (Sanitary Sewer System Service Fee) of the Placentia Municipal Code ("PMC"). On

October 7, 2025, the City Council introduced Ordinance No. O-2025-09 to amend PMC Section 5.24.140 to adopt the proposed sanitary sewer rates as presented.

B. Ordinance

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND ORDAIN AS FOLLOWS:

SECTION 1. Section 5.24.140(b) (Sanitary Sewer System Service Fee) of the Placentia Municipal Code is hereby amended to read as follows:

(b) Sanitary Sewer System Service Fee Established. Except as exempted in subsection (c) of this section, there shall be imposed upon every individual, partnership, association, corporation, or agency of government that has connected or is connecting their building, structure, or fixture to the city sanitary sewer system, a sanitary sewer system service fee based upon the volume of usage of the system as measured by metered water service and a flat CIP fee. All sanitary sewer system service fees imposed pursuant to this subsection shall be due and payable at the time and in the manner provided by the water purveyor for payment of water utility bills but shall be listed as a separate line item on the water utility bill.

The fee shall be applied based upon the water use category applicable to the system user as follows:

User Category	Effective On or After November 20, 2025	Effective July 1, 2026	Effective July 1, 2027	Effective July 1, 2028	Effective July 1, 2029	Effective July 1, 2030
Single-Family Residential ¹	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
Multi-Family Residential ¹	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Commercial/Industrial ¹	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
Institutional ¹	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58
Government & Public ¹	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
CIP Residential Fee ²	\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$14.00
CIP Multi Family (per unit) ²	\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$14.00
CIP Non-Residential Fee ²	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00

¹Fee per CCF (100 cubic feet of water)

²Flat fee per month

SECTION 2. The sewer rates and fees include multi-year rate adjustments

effective November 20, 2025, and thereafter July 1 for 2026, 2027, 2028, 2029 and 2030.

SECTION 3. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code § 21000, et seq "CEQA") and modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from CEQA review under Cal. Code Regs. Title 14, § 15273 and does not constitute a "project" that requires environmental review.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Placentia hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. The Mayor shall sign, and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on October 7, 2025.

PASSED, APPROVED AND ADOPTED this 21st day of October 2025

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 7th day of October 2025, and adopted at a regular meeting of the City, held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Matthew Di Mario

From: Public Works

Subject:

PROGRAM SUPPLEMENT AGREEMENT FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT AND RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE STATE AND FEDERAL AGREEMENTS FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT BETWEEN CALTRANS AND THE CITY OF PLACENTIA

Financial Impact:

Fiscal Impact:

There is no direct fiscal impact associated with this recommended action.

Summary:

The Golden Avenue Bridge was constructed in 1934 and was rated as “functionally obsolete” by the California Department of Transportation (Caltrans) in 2005. The final design package of the Golden Avenue Bridge Replacement Project is complete. This project involves replacing the existing bridge to allow for two lanes of traffic that would include a sidewalk, a striped median center, bike lanes, and hand railing.

Caltrans is the agency tasked with overseeing the administration of federal transportation funds in California. In order for the City to be able to obligate funds and receive reimbursement, a Program Supplement Agreement (PSA) is needed to execute the master agreement between the State and the City of Placentia. This agreement will award \$5,369,373 in federal funding to the City for the project. The total cost of this project is \$6,280,716.01. Caltrans also requires an authorizing resolution adopted by the City Council in order to obligate funds for grant funding.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Approve Program Supplement Agreement No. F012 with the California Department of Transportation; and
2. Adopt Resolution No. R-2025-54, a Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator and/or her designee to execute Program Supplement Agreement No. F012 and all state and federal agreements for transportation grant funded projects with the California Department of Transportation; and
3. Authorize the City Administrator and/or her designee to execute all necessary

documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved Five Year Strategic Goal 1: Ensure long-term fiscal sustainability, under Objective No. 1.2: Continue efforts to seek and obtain new sources of state and federal grants, including Federal and State earmarks and Biden Infrastructure Package.

Discussion:

The Golden Avenue Bridge was constructed in 1934 and was rated as “functionally obsolete” by the California Department of Transportation (Caltrans) in 2005. Since 2015, the City has worked with an engineering design team to complete the final design package for a new bridge. The project involves replacement of the existing bridge that spans the Carbon Canyon Creek channel. The new bridge will allow for two lanes of traffic that would include a sidewalk, a striped median center, bike lanes, and hand railing. These improvements will allow for increased bicyclist and pedestrian safety as they cross the bridge.

The City was awarded a Federal Earmark totaling \$2,200,000 towards the cost of the project. In addition to the \$2,200,000 award, the City has been awarded an additional \$3,169,373. This brings the total Federal award amount to \$5,369,373. These funds are being routed through the Federal Highway Administration (FHWA). With the federal award, the City funds that are obligated for this project are \$911,343.01. The total cost of this project is \$6,280,716.01. The awarded funding will help to cover the costs of replacing the Golden Avenue bridge.

Caltrans is the agency tasked with overseeing the administration of federal transportation funds throughout the State. In order for the City to be able to obligate the funds and receive reimbursement, a Program Supplement Agreement (PSA) is needed to execute the master agreement between the State and the City of Placentia. This agreement outlines how the funds are to be used, identifies eligible expenses and accounting requirements. The attached PSA will allocate \$5,369,373 in grant funding awarded to the City for the project. Staff is recommending approval of PSA No. F012 between Caltrans and the City of Placentia.

Caltrans also requires an authorizing resolution adopted by the City Council in order to obligate funds for grant funding. Staff is currently required to seek Council approval for a resolution on each individual project, even if the City Council has already authorized the receipt and expenditure of the funding during the annual budget adoption process. The attached resolution (Attachment 2) authorizes the City Administrator and/or her designee to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto, with Caltrans. Staff is recommending adoption of Resolution No. R-2025-54 to expedite this process. By authorizing the City Administrator to execute these agreements and any related amendments in advance, Staff will be able to accelerate the availability of funds, speed up the approval process for the design phase with Caltrans, streamline the approval process for the bidding and construction phases with Caltrans, decrease the time spent on preparing staff reports. Resolution No. R-2025-54 will allow the City Administrator to streamline the approval process of future agreements and future Fund Exchange and/or future Fund Transfer Agreements relating to this project.

Fiscal Impact Summary:

There are no direct costs associated with the recommended actions. The estimated cost for the Golden Avenue Bridge Project is \$6,280,716.01 and funds have been included in the Adopted Fiscal Year (FY) 2025-2026 Capital Improvement Program (CIP) Budget. The Federal award amount of this project is \$5,369,373. This leaves the City's share of \$911,343.01 which is allocated through Measure U funds.

Attachments

[Attachment 1 - Program Supplement Agreement No. F012.pdf](#)

[Attachment 2 - Resolution No. R-2025-54.docx](#)

PROGRAM SUPPLEMENT NO. F012 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 12-5269F15

Adv. Project ID
 1215000040

Date: August 18, 2025
Location: 12-ORA-0-PLCN
Project Number: BRLS-5269(025)
E.A. Number:
Locode: 5269

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 01/25/2017 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Golden Avenue over Carbon Canyon Channel, 0.2 miles west of Rose Drive, Br. No. 55C-0192

TYPE OF WORK: Bridge replacement

LENGTH: 0.1(MILES)

Estimated Cost	Federal Funds		Matching Funds		
			LOCAL		OTHER
\$6,280,716.01	Y115	\$2,647,045.90			
	H100	\$0.10			
	Y928	\$2,200,000.00	\$695,661.01		\$215,682.00
	L1C0	\$112,433.00			
	Z001	\$409,894.00			

CITY OF PLACENTIA

STATE OF CALIFORNIA

Department of Transportation

By _____

By _____

Title _____

**Chief, Office of Project Management Oversight
 Division of Local Assistance**

Date _____

Date _____

Attest _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Kam Wong*

Date 8/18/2025

\$5,369,373.00

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. R-2025-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR AND/OR HER DESIGNEE TO EXECUTE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF PLACENTIA FOR FEDERAL-AID PROJECTS AND STATE-FUNDED PROJECTS

A. Recitals

(i). The City of Placentia is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation (Caltrans); and.

(ii). Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

(iii). Caltrans requires Program Supplemental Agreements to be executed for the administration of federal grant funds received; and

(iv). The City of Placentia wishes to delegate authorization to execute Program Supplement Agreement No. F012 to Administering Agency-State Agreement No. 12-5269F-15, all future agreements and any amendments thereto to the City Administrator and/or her designee.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.
2. The Placentia City Council hereby authorizes the City Administrator and/or her designee to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Alice Burnett

From: Human Resources

Subject:

RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE OFFICER'S ASSOCIATION

Financial Impact:

Fiscal Impact:

Placentia Police Officers' Association

Year 1: Estimated \$ 452,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 292,000 increase to FY26-27 total compensation

Total: Estimated \$ 744,000 increase.

Summary:

The City and the Placentia Police Officers' Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-55, approving the terms between the City and the Placentia Police Officers' Association (PPOA); and
2. Adopt Resolution No. R-2025-60, Budget Amendment for PPOA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPOA on behalf of the City, in a form approved by the City's Labor Counsel.

Strategic Plan Statement:

There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:

The MOU between the City and the PPOA expired on June 30, 2025. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining unit, the negotiations process has been successfully completed between the City and the PPOA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2025 – June 30, 2027
2. Compensation: 8% market rate adjustments for PPOA classifications effective the first full pay period following July 1, 2025 and 2% effective the full pay period following July 1, 2026.
3. Medical Contribution: Increase city contribution to \$744/month for employee only, \$1,623/month for employee +1, and \$2,076/month for employee +2 or more.
4. Overtime: All hours over 80 hours to be calculated at the 1.5 times overtime rate, eliminating two separate overtime calculations/thresholds.
5. Holiday Closure pay: Converts Holiday Closure Bank to 2% salary adjustment effective January 1, 2026.
6. Contract Language: The contract language has been reviewed and revised for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.
7. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

Fiscal Impact Summary:

The total cost for the market rate adjustments is estimated to be \$452,000 in year one and \$292,000 in year two. The total cost of the compensation plan estimated to be \$744,000 for the term of the agreement.

Attachments

[Resolution No. R-2025-55_PPOA.docx](#)

[Attachment 2 - Resolution R-2025-60 - Budget Amendment for PPOA Compensation Plan.docx](#)

[PPOA MOU 2025-27 for Council Adoption.pdf](#)

RESOLUTION NO. R-2025-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE PLACENTIA POLICE OFFICERS' ASSOCIATION FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2027

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the City of Placentia's designated negotiation team has met and consulted in good faith with the representatives of the Placentia Police Officers' Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1: Resolution No. R-2023-60, adopting the Memorandum of Understanding for the Placentia Police Officers' Association 23-25, dated July 1, 2023, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to the Placentia Police Officers' Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Police Officers' Association effective July 1, 2025, and attached hereto is approved.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2025-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2025-26 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2025-26 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2025-26, Resolution No. R-2025-25, is hereby amended to reflect the following changes specified:

Fund	Department	Account	Description	Amount
101 – General Fund	90000 – Non Departmental	5008 - Other Salaries & Wages	MOU Adoption	\$452,000

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

**THE CITY OF PLACENTIA
and
PLACENTIA POLICE OFFICERS ASSOCIATION
(PPOA)**

July 1, 2025 – June 30, 2027

No. PPOA 25-27
Adopted October 21, 2025, Resolution No. R 2025-55

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PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Police Officers' Association (hereinafter called "PPOA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of PLACENTIA and PPOA. PPOA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. Staff officials of PLACENTIA recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

Unless otherwise noted, changes to wages, hours, and conditions of employment are prospective following City Council approval of the Memorandum of Understanding (MOU).

ARTICLE 1 - PPOA RECOGNITION

PLACENTIA hereby recognizes the Placentia Police Officers' Association ("PPOA") as the representative for all its members to the fullest extent allowable under California law, the Meyers-Milias-Brown Act Government Code Section 3500, et seq., applying to public employees. As public employees, such Unit Employees have the right to discuss individual problems of employment with PLACENTIA, provided that, upon request of a Unit Employee, the PPOA shall be kept fully informed and have the right to be present and represent the Unit Employee at all such meetings between PLACENTIA and the individual or when City Rules, Regulations, Policies or laws affecting wages, hours and/or other terms and conditions of employment may be amended or changed.

The City agrees that the Representatives of the Association, shall be entitled to meet and confer with Management during said representatives' normal working hours (no more than three hours per meeting) without suffering any loss in pay while absent from duties for such purpose.

ARTICLE 2 - PPOA RIGHTS

A. Membership Dues

The City will provide dues authorization forms to new employees who may become members of the Association. When the City receives a dues authorization form or upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PPOA. Dues deductions begin the beginning of the pay period following the City's receipt of notice from the PPOA.

B. Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the Association and Directors of the Association or their designees.

In the interests of facilitating communication with Association members and the distribution of information to association members, the Association may utilize the City's e-mail system to communicate with association members in matters of normal association business. The City's e-mail system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act. PPOA may use the City's email for a reasonable amount of time for PPOA business.

C. PPOA Business On City Time

PPOA members will be allowed to conduct a reasonable amount of PPOA business during their regular work shift(s).

ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected class under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES

The City and PPOA agree, during the term of the MOU, to meet and confer pursuant to the Myers-Miliias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

ARTICLE 5 – PROBATION

- A. All original Police sworn personnel appointments shall be tentative and subject to a probationary period of one year (12 months) of actual service.
- B. Newly-hired entry-level Police Officers (not possessing a POST Basic Certificate) shall be subject to an eighteen (18) month probationary period.
- C. The City Administrator may establish a longer probationary period for specified cases.
- D. The police department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Department before the probationer's permanent status date.

ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one-step in the salary schedule after twelve (12) months of service in the current step and with satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after twelve (12) months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

The basic salary schedule will be set forth in Appendix "A" attached to this MOU.

A. Compensation

1. Effective the first full pay period following July 1, 2025, the salary range will be increased by eight percent (8%). Individuals will receive an adjustment of eight percent related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2026, the salary range will be increased by two percent (2%). Individuals will receive an adjustment of two percent related to the change in the salary schedule.

B. Education Incentive

1. Police Officers with an Associate of Arts/Science degree (AA/AS) will receive a four- and one-half percent (4.5%) differential applied to the base hourly rate of pay.
2. Police Officers with a Bachelor of Arts/Science degree (BA/BS) will receive a seven percent (7%) differential applied to the base hourly rate of pay.
3. Police Officers may receive Basic POST Pay and one other differential (POST or education incentive). These pays calculate off the base hourly rate of pay and do not compound.
4. To the extent permitted by law, the City shall report education as compensation earnable pursuant to CCR § 571 (a)(2) and § 571.1 (b)(2).
5. If a unit employee possesses both education and POST, payroll shall report it to CalPERS as education incentive pay.

C. POST Certification Differentials

1. Police Officers in possession of a Basic POST Certificate receive Basic POST incentive pay of two- and one-half percent (2.5%) applied to the base hourly rate of pay.
2. Police Officers with an Intermediate POST certificate will receive a four- and one-half percent (4.5%) differential applied to the base hourly rate of pay.
3. Police Officers with an Advanced POST certificate will receive a seven percent (7%) differential applied to the base hourly rate of pay.
4. Police Officers may receive Basic POST Pay and one other differential (POST or education incentive). These pays calculate off the base hourly rate of pay and do not compound.

To the extent permitted by law, the City shall report POST pay as compensation earnable pursuant to CCR § 571 (a)(2) and § 571.1 (b)(2)

If a unit employee possesses both education and POST, payroll shall report it to CalPERS as education incentive pay.

D. Longevity Pay Program

Unit employees who have completed five (5) years of service with the City of Placentia will receive longevity pay of four percent (4%) applied to the base rate of pay.

Unit employees who have completed fifteen (15) years of service with the City of Placentia will receive an additional longevity pay of five percent (5%) (for a total of nine percent (9%) applied to the base rate of pay.

To the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571(a)(1) and 571.1 (b)(1) Incentive pay – Longevity.

E. Special Assignment Pay

1. Police Officers assigned to Investigations shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Investigation.

2. Police Officers assigned to Canine duties shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 (b)(1) Special Assignment Pay – Canine Officer.

3. Police Officers assigned to Personnel and Training shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Administrative Officer.

4. Field Training Officer

- a. Police Officers who are designated to act as a Field Training Officer (FTO) shall receive five percent (5%) applied to the base rate of pay whether they have a current trainee or not.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

- b. City agrees to provide an additional four (4%) applied to the base rate of pay for those unit members assigned to FTO specialty and actively training.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

- 5. Police Officers assigned motorcycle duty or assigned to the Traffic Division shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Motorcycle Patrol or Traffic Detail.

- 6. Police Officers assigned to School Resources Officer duty shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Liaison.

- 7. Homeless Liaison Officer

- a. Police Officers assigned as a Homeless Liaison Officer (maximum of two assignments) shall receive \$225 per month while working in this assignment.

This additional compensation is not reportable to CalPERS as special compensation.

- b. Police Officers assigned to a full-time special assignment as a Homeless Liaison Officer shall receive five percent (5%) applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR Sections 571 and 571.1 – Special Assignment Pay.

- 8. Police Officers regularly assigned to a shift where more than half of the regularly assigned hours falls between 6:00 p.m. and 6:00 a.m. will receive a shift differential of two- and one-half percent (2.5%) applied to the base rate of pay for the regularly scheduled hours assigned to the night shift.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Shift Differential.

F. Bilingual Pay

- 1. Police Officers who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City to receive Bilingual Pay differential of \$165 per month to speak another language.
- 2. Police Officers who have the bilingual fluency above basic conversation, and including the ability to read and translate may receive \$250 per month.
- 3. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The Police Department must pre-approve

need for bilingual specialty. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

4. To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Bilingual Premium.

G. Marksmanship Incentive Pay

Incentive Pay for Distinguished Expert at \$150.00 and Expert at \$100.00 shall be available to all full-time unit employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Police Chief. Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warmup of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Police Chief.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 (a)(1) and §571.1 (b)(3) Marksmanship Pay.

H. New Employee Finder's Fee/Incentive Pay

City agrees to provide unit members with a Finder's Fee of \$1,000 for the recruitment of a Police Officer that successfully completes the FTO program. City agrees to pay \$1,000 to Police Officers who successfully complete the FTO program. This pay is not reportable to CalPERS as special compensation.

I. Lateral Police Officers

The Police Chief has been provided the discretion to hire lateral transfers at an initial pay step consistent with the employee's experience and background and to provide POST certification or education pay upon hire to eligible employees. Additionally, the City may permit leave accrual rates that grant consideration for prior sworn service and set accruals at a higher tier than entry level.

ARTICLE 9 - OVERTIME AND WORK SCHEDULES

A. Overtime Definitions

1. MOU/Contract overtime is defined as hours actually worked over forty hours paid in a seven (7) day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.
2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of eighty-six (86) in a fourteen (14) day FLSA 207(k) work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining FLSA overtime eligibility.
3. Effective for the first full pay period after ratification of this contract by City Council, all overtime is defined as MOU/Contract overtime and is defined as utilized leave/credit hours and hours actually worked that exceed eighty (80) hours paid in a fourteen (14) day

pay period. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.

B. Calculation of Overtime Payment

1. MOU/Contract Overtime will be calculated as one and one-half (1 ½) times the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
 - a. POST
 - b. Education Pay
 - c. Longevity Pay
 - d. Special Assignment Pay
2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.
3. Effective the first full pay period after this contract is ratified by City Council, all overtime will be calculated per Section B., Item 1 in this article.

C. Compensatory Time Off (CTO)

1. Police Officers may accrue non-FLSA Compensatory Time Off (CTO) in lieu of payment for MOU/Contract overtime hours worked. There is no maximum cap on the non-FLSA CTO accrual. The non-FLSA CTO bank is also used for the receipt of holiday in lieu accruals.
 - a. Non-FLSA CTO accruals are capped at a maximum four hundred twenty-five (425) hours.
 - b. Unit employees with banks over the maximum will be frozen and the City will work with unit employees on options to reduce accrual hours in this bank.
2. Police Officers may accrue FLSA Compensatory Time Off in lieu of payment for working FLSA overtime. FLSA CTO accruals are capped at a maximum of three hundred (300) hours.
3. Effective the first full pay period after this contract is ratified by City Council, unit employees may accrue CTO in lieu of payment for working overtime. Unit employees have the option of accruing said overtime in either their non-FLSA CTO or FLSA CTO banks.
4. Police Officers who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular rate of pay prior to promotion.
5. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Overtime for Extra Events at Placentia-Linda Unified School District (PYLUSD)

Members assigned to work overtime for special detail/extra events at schools will receive a four (4) hour minimum when scheduled for special detail/extra events.

E. Work Schedules

1. Police Officers working in Patrol work the 3/12.5 hour work schedule. Each week, employees work three 12.5-hour work days and during a four week period, employees work an additional ten (10) hour work day. This will result in seventy-five (75) regularly scheduled hours in one fourteen (14) day work period and eighty-five (85) regularly scheduled hours in the other fourteen (14) day work period. Unit members are regularly scheduled for one hundred sixty (160) hours in a four (4) week period. The basic work hours for patrol shifts shall be:
 - a. Day shift: 0600-1830 hours
 - b. Night shift: 1800-0630 hours
2. Police Officers working in assignments other than patrol, work the 4/10 work schedule and work four (4) ten (10) hour consecutive work days each week. These schedules and hours are assigned by the supervisor.
3. Work schedules and hours of work are set under the direction of the Police Chief and shifts are selected by seniority.
4. Police Trainees shall be subject to the hours of work designated by the Police Academy and/or Police Chief or their designee.

F. Shift Trades

Subject to approval by the Police Chief and subject to departmental manpower requirements, unit employees will be permitted to voluntarily trade work or leave days providing that employees scheduled to work must inform their supervisor generally seventy two (72) hours in advance of any voluntary trade of work days or leave days.

The employee taking the shift off will have the actual hours taken off removed from their specified leave bank; providing further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under this MOU.

The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of these schedules.

G. Specialty Positions Assignment, Rotation, and Removal

Specialty Positions are understood to include:

1. Canine Officer
2. Detective (Including Those Assigned To Task Forces)
3. Homeless Liaison Officer

4. Personnel and Training
5. School Resource Officer
6. Special Enforcement Detail (Narcotics and Gangs)
7. Traffic Officers (including Motors, Commercial Enforcement, Accident Investigation and DUI enforcement)

Any such assignment is not vested and may be revoked at any time and the Rules of Evidence shall govern any appeal required by Section 3304(b) of the California Government Code and Procedure for Employee Removed from Special Assignments as identified below.

Specialty Position assignments are intended to be for a minimum period of three (3) years, unless circumstances dictate an earlier rotation. Such circumstances may include, but are not limited to, promotion, application and selection for another Specialty Position, request by the officer to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The typical duration for a Specialty Assignment is three (3) years. Any person, holding a Specialty Position may receive two (2) two-year (2) extensions at the conclusion of the three (3) year assignment. Those extensions will be based upon documented job performance and the approval of the Police Chief and are not guaranteed. For purposes of this policy, documented job performance will include that performance articulated in the employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums. The decision of the Police Chief to deny an extension shall not be considered discipline and is not appealable.

At the conclusion of the above-described seven (7) year maximum assignment period the position will be opened to interested, eligible personnel. Any person holding a Specialty Position may reapply for that position or another Specialty Position. Assignments extending beyond seven (7) years will be made, year by year.

Any person in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three (3) year period and would be eligible to qualify for two (2) two (2) year extensions as described above.

Personnel assigned to patrol will not be subject to mandatory rotation out of patrol as patrol is not deemed a special assignment.

H. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any Police Officer removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within ten (10) days of receiving notice of removal, in accordance with the following:

1. Hearings shall be conducted by the City Administrator or his/ her designee.
2. The question to be decided is whether the City abused its discretion in removing the Police Officer from the Specialty Pay position.

3. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible people are accustomed to relying on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.
4. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross examine opposing witnesses. If the employee does not testify his or her own behalf, the employee may be called and examined as if under cross-examination.
5. Testimony shall be recorded by means of either a tape recording or certified court reporter.
6. Witnesses shall be sworn unless both parties stipulate otherwise.
7. Written declarations made under penalty of perjury shall be admissible, provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.
8. The Police Officer appealing the removal from the Specialty Pay position has the burden of proof. The standard of proof is a preponderance of the evidence. The City shall present its case first. During the presentation of the City's case, the officer shall have the right to cross-examine any witness called to testify by the City. During the presentation of the officer's case, the City shall have the right to cross-examine any witness called by the employee to testify.
9. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.
10. Both parties shall have the right to present an opening argument prior to the presentation of any evidence and a closing argument after the presentation of all evidence.
11. The City Administrator, or their designee, shall decide all questions of procedure and evidence.
12. The City Administrator, or their designee, shall issue a written decision within thirty (30) days of 1) the conclusion of the hearing, or 2) the receipt of post-hearing briefs if such briefs are requested by the City Administrator or their designee.
13. The decision of the City Administrator shall be final and binding. If the City Administrator chooses to designate a hearing officer, that hearing officer will make a recommendation based on written findings to the City Administrator, whose decision shall be final and binding.
14. Any objection to the City Administrator, or their designee, on the grounds of bias, must be made in writing, stating the reasons therefore, by delivering of the writing to the City Administrator no later than five (5) days prior to the date of the hearing.

I. Court Time

If a unit employee is subpoenaed to court on City business during their off-duty hours, such court time shall be compensated at time and one-half (1 ½) pay or time and one half (1 ½) comp time spent in court. A unit employee shall receive credit for a minimum of three (3) hours of court time if the entire period of such court time occurs during the unit employee's off-duty hours, before or after the unit employee's assigned shift. The overtime rate starts at the time the unit employee receives the order to respond to court immediately without delay.

In lieu of appearing as shown on the subpoena, a unit employee subpoenaed during their off-duty hours may be placed on stand-by status. If a court appearance does not result from stand-by status, the unit employee shall be compensated at the rate of \$100 for each morning period and an additional \$100 for each afternoon period of such stand-by. If court is called off before noon, there is no afternoon period stand-by pay.

If a unit employee's court appearance is required within 2½ hours following the end of their assigned work shift (night shift), they shall be compensated at 1½ times their hourly rate for "bridge time" and actual work hours resulting from said court appearance.

If an employee eligible for Court time compensation is required to make a work-related court appearance during off-duty hours such that said appearance may result in fatigue during their next scheduled work shift, said court time may, upon employee request and with advance supervisory approval, be handled in any one of the following alternative ways:

1. the employee may report late to their next scheduled work shift, by an amount of time equivalent to that spent in the court appearance.
2. the employee may leave his next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance.
3. the employee may be compensated for said court time in accordance with the applicable provisions for court time as stated in the MOU.

J. Mandatory Training Meetings and Call Outs

Mandatory training, meetings, and call outs shall be compensated at time and one half (1 ½) compensatory time off or in cash at the employee's option. Unit employees required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours overtime inclusive of travel time. Unit employees shall not be eligible for the three (3) hour minimum for training, meetings or call outs which occur as an extension of (before or after) a shift.

K. Investigator Standby

One investigator/detective shall be available on standby status each weekend (including extended 3 and 4 day holiday weekends) throughout the year. Standby status shall begin at 12:01 a.m. following the last regular City workday prior to the weekend and end at 11:59 p.m. on the first regular City workday following the weekend. The Standby Investigator/Detective shall be provided a pager or cell phone while on standby. Standby compensation shall be \$150 per day; and if called out while on Standby, the employee shall receive, in addition to Standby Pay, overtime compensation for time actually worked.

L. Range Training

All unit employees shall receive overtime for attendance at "Range (weapons) Training", for a three (3) hour minimum per training. This only applies when the Range training does not occur during the member's regular shift.

Unit employees assigned to provide staff range training will receive two and one half percent (2.5%) applied to the base rate of pay for the 2080 regularly scheduled hours assigned per year. No more than five (5) unit members may be assigned as range staff/trainers. This compensation is not reported as special compensation to CalPERS.

M. Off-Duty Canine Pay

City shall provide for canine pay of fifteen (15) hours per pay period at time and a half (1 ½) the hourly State of California minimum wage rate. Said hourly rate of pay shall be adjusted whenever the State minimum wage rate is adjusted.

It is recognized that the Canine Officer is sometimes required to perform extraordinary off-duty canine care, such as veterinary emergency or other rare occurrence which may cause a substantial increase in the normal off-duty hours worked. The Canine Officer shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for extraordinary off-duty canine care. Such additional compensation, approved by the Police Chief or the Chief's assigned designee shall be compensated at time and one-half (1 1/2) the same hourly rate as normal off-duty canine activities.

N. Off-Duty Motorcycle Pay

City shall provide for motorcycle pay of three (3) hours each pay period at time and a half (1 ½) the hourly rate of the State of California minimum wage. Said hourly pay shall be adjusted whenever the State minimum wage is adjusted.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA. The City and Officers understand and agree that this additional compensation is intended to compensate canine/motor officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine or maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor, employees in these assignments must limit their off-duty hours to a maximum of fifteen (15) hours per pay period (for canine) and three (3) hours per pay period because they are only being paid for those specific hours per pay period.

ARTICLE 10 – MEAL PERIODS

Police Officers receive a paid thirty (30) minute meal break because they are required to be working or available to respond immediately to calls for service during their meal break.

Police Trainees shall be subject to the schedule of the Police Academy.

ARTICLE 11 - RETIREMENT

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

A. Classic Members PERS 3% @ 50 FORMULA

For Classic Members, the employees will contribute the full nine (9) percent member contribution via payroll deduction.

B. PEPRA Members PERS 2.7% @ 57 FORMULA

For PEPRA Members, the employees will contribute one-half the total normal cost as identified by CalPERS via payroll deduction.

ARTICLE 12 - MEDICAL INSURANCE COVERAGE

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$158.00/month
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00/month
- For coverage effective January 1, 2027, the minimum contribution is: TBD

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of the remaining premium through payroll deductions. Should an individual select a plan with a premium less than the City contribution, the City's contribution is limited to the plan premium.

A. For Active Employees:

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

- \$735 per month for employee only
 - \$1,542 per month for employee+1
 - \$1,972 per month for employee+2
1. Effective July 1, 2025, the maximum monthly City contribution, including any PERS required minimum will be made as follows:
- \$744 per month for employee only
 - \$1,623 per month for employee+1
 - \$2,076 per month for employee+2

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995, who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

- \$735 per month for employee only
- \$1,542 per month for employee+1
- \$1,972 per month for employee+2

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

- \$599 per month for employee only
- \$1,406 per month for employee+1
- \$1,836 per month for employee+2

For Retirees, if hired on or after November 21, 1995, the City will provide the minimum contribution required by the CalPERS Health Benefit Program. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$158.00/month.
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00/month.
- For coverage effective January 1, 2027, the minimum contribution is: TBD

C. Medical Coverage Opt Out

2. Active unit employees who were hired into the POA unit prior to January 1, 2020, and who opt out of medical coverage will receive a medical opt-out payment. This payment is intended to comply with the Affordable Care Act's Eligible Opt Out arrangement. The opt out amount for these employees are as follows:

3. Active Unit Employees hired into POA after January 1, 2020 who opt out will receive an opt out amount of \$400 per month.
4. Active Unit Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within thirty (30) days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

D. Medical Re-Opener - Affordable Care Act (ACA)

The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

E. Proposed Post Employment Retiree Medical/Benefits Program

CITY and POA representative(s) shall participate in the exploration and possible development of an employer paid pre-funded post-employment medical/benefits program for unit employees.

ARTICLE 13 - OTHER INSURANCE PROGRAMS

A. Dental Plan

The City agrees to make available to all Unit Employees dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of dental insurance coverage.

B. Vision Care Plan

The City agrees to provide all Unit Employees a vision care plan. Further, The City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

C. Short- and Long-Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

The City agrees to provide to all full-time unit employees a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum of following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all unit employees life insurance at its sole expense, in the amount of \$50,000 for the employee and in the amount of \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

ARTICLE 14 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate

Each eligible full time unit employee shall accrue personal time off on the following basis:

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	260 Hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	340 Hours
10+ years	6.46 hrs/pay period – or 168 hours annually	436 Hours

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

B. Use of Personal Time Off

1. Unit employees will request personal time off through their immediate supervisor.
2. Approval of a personal time off request is the responsibility of the Police Chief or their designee. They will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank.

C. PTO Payment Upon Separation of Employment

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation,

D. Employees Not Granted PTO Use

PTO accumulation may not exceed twice the annual rate of accrual plus one hundred (100) hours. Any accumulation over this amount shall require the approval of the City Administrator.

An exception will be granted in the special circumstance involving a unit employee who is within six (6) pay periods of exceeding their accumulation maximum. Such a unit employee will meet with their supervisor at least sixty (60) days before the projected date on which they would meet their accumulation maximum. The purpose of the meeting will be to request use of PTO and to develop a plan to manage their PTO with the accumulation maximum. If the unit employee is denied a request to use PTO and the denial would result in exceeding the accumulation maximum, the City will cash out up to twenty (20) hours of PTO from the employee's PTO bank.

E. Annual Leave Buy Back

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.

For example, irrevocable election forms submitted in December 2025 will be for the December 2026 cash out. The hours of leave, which are converted to pay, shall be

deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

2. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program.
3. Leave Buy Back shall be paid out at base rate of pay.

Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

ARTICLE 15 - SICK LEAVE AND ALTERNATIVE HEALTH AND WELLNESS

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than three (3) consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed one hundred and ninety two (192) hours.
3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight (8) months in the fiscal year. New employees may use AHW leave after completing three (3) months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st, will receive \$250 with the first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, will be given \$1,000 with the first paycheck in the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twenty four (24) hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, will be given \$500 with the first paycheck in the fiscal year and may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twelve (12) hours converted to PTO prior to the annual allocation of AHW leave.

C. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. The cash out is paid at the employees' base hourly rate of pay. Unit members electing to cash out frozen sick leave, must submit a frozen sick leave cash out form no later than November 15th of each year to receive the cash out with the first paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

D. AHW and Sick Leave Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

E. AHW Committee

The City and Association agree to work with a City-wide committee to review and make recommendations for a revised Alternative Health and Wellness program.

ARTICLE 16 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PPOA members may take bereavement leave up to five (5) workdays for each death that occurs in the member's immediate family. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California's AB 1949.

10. Christmas Eve
11. Christmas Day

December 24
December 25

B. Floating Holidays

Two "floating holiday" in each twelve (12) month period; effective at the beginning the fiscal year may be taken on such date as requested by the employee subject to supervisor's approval. Unused floating holiday hours as of June 1st will be paid annually as cash at the base hourly rate of pay with the second paycheck in June.

C. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

D. Holidays for Shift Employees

Unit employees shall accrue one hundred thirty (130) hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their base rate of pay.

Holiday Leave would be prorated at time of hire/separation.

E. Holiday Closure Pay

1. Effective January 1, 2026, unit employees will no longer accrue holiday closure leave and shall receive a two percent (2%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.

F. Holidays for Police Trainees

Police Trainees are subject to the Holiday schedule of the Police Academy. Police Trainees are not entitled to Floating Holidays or Holiday Closure Hours.

ARTICLE 19 – LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

ARTICLE 20 - EDUCATION REIMBURSEMENT

The City shall reimburse an employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a “tax supported” institution (Cal-State Fullerton shall be used as the standard). The City may cap the amount of tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed on a first-come, first-serve basis subject to the annual cap. Course work must directly pertain to the employee’s present duties and/or pertain to the next step toward promotion in their field of endeavor. A written request must be submitted and approved by their department head and the City Administrator prior to the date of the first meeting of the course. Reimbursement will only be provided if the employee receives a grade of C or better in said course and provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If they leave prior to said one (1) year, the reimbursement shall be deducted from their final check.

ARTICLE 21 - POLICE UNIFORMS

The City will purchase uniforms for all regular, full-time uniformed members of the Police Department. A uniform allowance shall be reported to CalPERS for “classic” members in the amount not to exceed \$300 per calendar year per employee.

Uniform allowance is not considered pension reportable compensation for “new members” hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with their supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Police Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Police Chief receiving the grievance, or their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, they may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Police Chief, or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate people. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, they may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator, if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their representative may be permitted to use a reasonable amount of work time, as determined by the Police Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to their satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, they may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Human Resources. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties their decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

- 4. All expenses of arbitration shall be borne equally by the parties.
- 5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE 23 - IRS SECTION 125 FLEXIBLE SPENDING ACCOUNTS PROGRAM

Placentia agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

ARTICLE 24 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE 25 - TERM

The terms of this MOU are to remain in full force and effect through June 30, 2027. Upon adoption of a resolution implementing the terms of this Memorandum of Understanding by the City Council of the City of Placentia, this Memorandum shall be in full force and effect as of July 1, 2025.

The parties will commence negotiations and schedule their first meeting for negotiating a successor MOU for the beginning of January 2027.

In the event of a financial emergency substantially reducing city revenues, the parties agree to reopen negotiations for a thirty (30) day period to negotiate the impact of such reductions. If mutual agreement is not reached by the parties, the terms of the MOU will remain unchanged.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

SIGNATURES

FOR THE CITY:

Jennifer Lampman
City Administrator

Rosanna Ramirez,
Deputy City Administrator

Alice Burnett,
Director of Human Resources

FOR PPOA:

Michael McGill,
Ferrone Law Group

Tiffany Eiley, Police Officer

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
 Placentia Police Officers Association (PPOA)

Effective July 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
POLICE OFFICER	47.03	8,151.87	97,822.40	49.57	8,592.13	103,105.60	52.24	9,054.93	108,659.20	55.07	9,545.47	114,545.60	58.04	10,060.27	120,723.20
POLICE ACADEMY TRAINEE	44.68	7,744.53	92,934.40												

Effective January 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
POLICE OFFICER	47.97	8,314.80	99,777.60	50.56	8,763.73	105,164.80	53.28	9,235.20	110,822.40	56.17	9,736.13	116,833.60	59.20	10,261.33	123,136.00
POLICE ACADEMY TRAINEE	45.57	7,898.80	94,785.60												

Effective July 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual									
POLICE OFFICER	48.93	8,481.20	101,774.40	51.57	8,938.80	107,265.60	54.35	9,420.67	113,048.00	57.29	9,930.27	119,163.20	60.38	10,465.87	125,590.40
POLICE ACADEMY TRAINEE	46.48	8,056.53	96,678.40												

Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

APPENDIX “B”- 1995 Insurance Changes

- A. Employees, hired on or after November 21, 1995.
1. The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.
 2. During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.
 3. Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.
 4. PLACENTIA agrees that PPOA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C" - Total Compensation Survey Components

The parties agree the following components will be used to guide future Total Compensation Surveys:

- Top Step Salary - subtract any employee contribution to Retirement Plan as outlined below
- Medical - maximum City contribution for Medical, Dental, Vision, LTD, Life
- Uniform Allowance - Divide annual amount by 12 and add to monthly rate
- Retiree Medical - Enter amount provided to new hires. Amount paid by City into retiree health savings plan, or, if benefit provided upon retirement, the maximum benefit provided for retiree medical, dental and vision.
- POST/Education Pay - Use Maximum amount provided for:
 - AA or Intermediate POST Certificate Amount
 - BA or Advanced POST Certificate Amount
 - MA Amount
 - Combine if allowed
- Special Assignment Pay - Maximum amount provided at each City for any Special Assignment (Combine if Allowed)
- Bilingual Pay - Monthly amount or convert to monthly amount.
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)



Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Alice Burnett

From: Human Resources

Subject:

RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE MANAGEMENT ASSOCIATION

Financial Impact:

Fiscal Impact:

Placentia Police Management Association

Year 1: Estimated \$ 233,500 increase to FY25-26 total compensation

Year 2: Estimated \$ 194,500 increase to FY26-27 total compensation

Total: Estimated \$ 428,000 increase.

Summary:

The City and the Placentia Police Management Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-56, approving the terms between the City and the Placentia Police Management Association (PPMA);and
2. Adopt Resolution No. R-2025-61, Budget Amendment for PPMA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPMA on behalf of the City, in a form approved by the City's Labor Counsel.

Strategic Plan Statement:

There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:

The MOU between the City and the PPMA expired on June 30, 2025. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining unit, the negotiations process has been successfully completed between the City and the PPMA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2025 – June 30, 2027
2. Representation: The Association representation reverts back from Placentia Police and Fire Management Association (PPFMA) to Placentia Police Management Association (PPMA).
3. Compensation: 6% market rate adjustments for PPMA classifications effective the full pay period following July 1, 2025 and 4% effective the full pay period following July 1, 2026.
4. Holidays: Converts Holiday in lieu bank to 5.75% salary adjustment effective January 1, 2026.
5. Holiday Closure pay: Converts Holiday Closure Bank to 2% salary adjustment effective January 1, 2026.
6. Overtime: All hours over 80 hours to be calculated at the 1.5 times overtime rate, eliminating two separate overtime calculations/thresholds for those non-exempt association members.
7. IT Sergeant: Eliminates the IT Sergeant position from the salary schedule.
8. Night Shift Differential: Night shift differential shall be applied to all hours worked on the night shift as defined between 6 p.m. to 6:30 a.m.
9. Contract Language: The contract language has been reviewed and revised for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.
10. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

Fiscal Impact Summary:

The total cost for the market rate adjustments is estimated to be \$233,500 in year one and \$194,500 in year two. The total cost of the compensation plan estimated to be \$428,000 for the term of the agreement.

Attachments

[Resolution No. R-2025-56_PPMA.docx](#)

[Attachment 2 - Resolution R-2025-61 - Budget Amendment for PMA Compensation Plan.docx](#)

[PPMA MOU - final MOU 25-27 for Council Adoption.pdf](#)

RESOLUTION NO. R-2025-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE PLACENTIA POLICE MANAGEMENT ASSOCIATION FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2027

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the City of Placentia's designated negotiation team has met and consulted in good faith with the representatives of the Placentia Police Management Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1: Resolution No. R-2024-36, adopting the Memorandum of Understanding for the Placentia Police and Fire Management Association 23-24, dated July 1, 2023, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution recognizes the organization of the Placentia Police Management Association and provides for salaries, benefits and other terms and conditions of employment applicable to the Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Police Management Association effective July 1, 2025, and attached hereto is approved.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2025-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2025-26 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2025-26 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2025-26, Resolution No. R-2025-25, is hereby amended to reflect the following changes specified:

Fund	Department	Account	Description	Amount
101 – General Fund	90000 – Non Departmental	5008 - Other Salaries & Wages	MOU Adoption	\$233,500

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
and
PLACENTIA POLICE MANAGEMENT
ASSOCIATION (PPMA)

July 1, 2025 – June 30, 2027

PPMA No. 25-27

Adopted October 21, 2025, Resolution No. 2025-56

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PREAMBLE

The wages hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Police Management Association (hereinafter called "PPMA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix A.

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between City Staff and PPMA. PPMA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. City Staff recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

RECOGNITION

The City of Placentia has recognized the PPMA as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The City recognizes the Association represents the following classifications under this MOU:

Police Sergeants
Police Lieutenants
Police Captains

ARTICLE 1 - MANAGEMENT RIGHTS

Except as otherwise specifically provided for in State and/or Federal laws, and this MOU, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City.

This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this MOU in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of this MOU, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.
2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge for just cause any employee.
3. The right to contract or sub-contract services and/or work.
4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.
5. The right to modify the performance evaluation form.
6. The right to modify and update class specifications/job descriptions.

ARTICLE 2 - PPMA RIGHTS

1. Membership Dues

The City agrees to deduct association dues from the wages of all PPMA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

2. Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the PPMA and Directors of PPMA or their designees.

In the interests of facilitating communication with PPMA members and the distribution of information to PPMA members, PPMA may utilize the City's e-mail system to communicate with PPMA members on matters of normal association business. The City's e-mail system and interdepartmental communications system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act.

3. PPMA Business on City Time

PPMA members will be allowed to conduct a reasonable amount of PPMA business during their regular work shift(s).

ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected status under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES & POLICIES

PLACENTIA and PPMA agree, during the term of the MOU, to meet and confer pursuant to the Meyers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

ARTICLE 5 - PROBATION

- A. All original and promotional appointments to classifications represented in this unit (with the exceptions shown below) shall be subject to a probationary period of one (1) year.
- B. The City Administrator may establish a longer probationary period for specified cases.
- C. The Police Chief or designee shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Department before the probationer's permanent status date.

ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one step in the salary schedule after twelve (12) months of service in the current step and with overall satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after twelve (12) months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards. Should an employee receive an overall satisfactory performance evaluation after twelve (12) months have passed at the current step, the employee will receive the eligible step increase retroactive to the date the step increase would have been effective had the evaluation been received on time.

ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

The basic salary schedule will be set forth in Appendix A attached to this MOU.

A. Compensation

1. Police Sergeants

- a. Effective July 1, 2025, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent related to the change in the salary schedule.
- b. Effective the first full pay period following July 1, 2026, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

2. Police Lieutenants

- a. Effective July 1, 2025, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent related to the change in the salary schedule.
- b. Effective the first full pay period following July 1, 2026, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

3. Police Captains

- a. Effective July 1, 2025, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent related to the change in the salary schedule.
- b. Effective the first full pay period following July 1, 2026, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

B. Education Differential

1. Police Sergeants shall be eligible to receive a salary differential, as follows:
 - a. 4.5% - Possession of an Associate of Arts (AA) degree.
 - b. 7% - Possession of a Bachelor's of Arts (BA) or Bachelor's of Science (BS) degree.
2. Police Lieutenants and Captains shall be eligible for a four percent (4%) salary differential for possession of a Bachelor's degree.
3. Police Lieutenants and Captains shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.
4. Sergeants may receive either the POST differential or the education differential but not both. If a unit employee possesses both, payroll shall report it to CalPERS as education incentive pay.

To the extent permitted by law, the City shall report education incentive pay as compensation earnable pursuant to CCR § 571(a)(2) and § 571.1 (b)(2), Education Incentive.

C. POST Differential

1. Police Sergeants shall be eligible to receive a salary differential, as follows:
 - a. 4.5% - Possession of a POST Intermediate Certificate
 - b. 7% - Possession of a POST Advanced Certificate or Possession
2. All Police Employees who possess a POST Supervisory Certificate shall receive a 6.5% salary differential.
3. Sergeants may receive either the POST differential or the education differential but not both. If a unit employee possesses both, payroll shall report it to CalPERS as education incentive pay.

Unit employees eligible for the POST Certificate premiums above would receive the salary differential effective upon the Police Department's certification of the employee's eligibility for the applicable certificate (i.e., prior to receiving an actual certificate from POST).

To the extent permitted by law, the City shall report POST Certificate pay as compensation earnable pursuant to CCR § 571(a)(2) and § 571.1 (b)(2), POST Certificate Pay.

POST and/or Education pay is applied to all hours worked and, on all hours, when leave accrual is used. Multiple levels of POST differential or Education differential do not compound on one another.

D. Longevity Pay Differential

Unit Employees who have completed seven (7) years of service with the City of Placentia shall receive a longevity differential of 2.5% to the base rate of pay. Unit Employees who have completed fifteen (15) years of service with the City of Placentia shall receive an additional longevity differential of 2.5% to the base rate of pay. This will be a total of five percent (5%) at fifteen (15) years of service.

To the extent permitted by law, the City shall report longevity pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Longevity Pay.

E. Special Assignment Pay

1. Police Sergeants assigned to Investigation (Detective and SED) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report investigation incentive pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Detective Division Premium.

2. Police Sergeants assigned to Traffic shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report traffic pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Traffic Detail Premium.

3. Police Sergeants assigned to Personnel and Training shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

4. Police Sergeants assigned to Information Technology (IT) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

5. Police Lieutenants assigned to Administration shall receive a five percent (5%) salary differential applied to their regular base salary.

To the extent permitted by law, the City shall report Administration pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Premium.

6. Unit employees assigned to the night shift shall receive a shift differential of 2.5% applied to their base rate of pay.
 - a. Night shift shall be defined as all hours worked between 6:00 p.m. to 6:30 a.m.
 - b. Effective the first full pay period after ratification of this contract by City Council, unit employees who work the night shift shall receive a differential of two and one-half percent (2.5%) for all hours worked between 6:00 p.m. and 6:30 a.m.

To the extent permitted by law, the City shall report shift differential pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Shift Differential Premium.

7. City agrees to provide a specialty pay differential of five percent (5%) applied to the base rate of pay for police employees assigned to Field Training Officer (FTO) Coordinator.

To the extent permitted by law, the City shall report FTO Coordinator pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Training Premium.

8. Police Captains are eligible for a technology allowance of \$75 per month.

F. New Employee Finder's Fee

City agrees to provide unit members with a Finder's Fee of \$1,000 for the recruitment of a Police Officer (including a lateral Police Officer) that successfully completes the FTO program. This pay is not reportable to CalPERS as special compensation.

G. Bilingual Pay

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the appointing authority to receive a Bilingual Pay differential of \$165 a month to speak another language.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability in a language recognized by the City to assist in providing service to the public.

To the extent permitted by law, the City shall report bilingual incentive pay as compensation earnable pursuant to CCR § 571(a)(4) § CCR 571.1 (b)(3), Bilingual Premium

H. Marksmanship Incentive Pay

Unit members who are designated a “Distinguished Expert” will receive the amount of of \$150 and being designated as an “Expert” will receive the amount of \$100. These designations are available to all unit employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Police Chief.

Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warm up of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Police Chief.

To the extent permitted by law, the City shall report marksmanship pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Marksmanship Pay

ARTICLE 9 - OVERTIME, PREMIUM PAY AND WORK SCHEDULES

A. Overtime – Police Sergeants

1. Overtime Definitions

- a. MOU/Contract overtime is defined as hours actually worked over forty hours paid in a seven-day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.
- b. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of eighty-six (86) in a fourteen (14) day FLSA 207(k) work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining FLSA overtime eligibility.
- c. Effective January 1, 2026, all overtime is defined as MOU/Contract overtime and is defined as utilized leave/credited hours and hours actually worked that exceed eighty (80) hours paid in a fourteen (14) day pay period. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.

B. Calculation of Overtime Payment – Police Sergeants

1. MOU/Contract Overtime will be calculated as one and one-half (1 ½) times the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
 - POST
 - Education Pay
 - Longevity Pay
 - Special Assignment Pay

2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.
3. Effective the first full pay period after this contract is ratified by City Council, all overtime will be calculated per Section B., Item 1 in this article.

C. Compensatory Time Off (CTO) – Police Sergeants/Police Lieutenants

1. Police Sergeants/Police Lieutenants may accrue non-FLSA CTO in lieu of payment for working non-FLSA overtime. The non-FLSA CTO bank is capped at a maximum of three hundred sixty (360) hours. In no event can an employee accrue in excess of three hundred sixty (360) hours of compensatory time off. All hours in excess of three hundred sixty (360) shall be paid to the employee at the employee's regular rate of pay in the following pay period after the reaching the cap.
2. Police Sergeants/Police Lieutenants may accrue FLSA Compensatory Time Off in lieu of payment for working FLSA overtime. FLSA CTO accruals are capped at a maximum of three hundred (300) hours.
3. Effective the first full pay period after this contract is ratified by City Council, Police Sergeants/Police Lieutenants may accrue compensatory Time off in lieu of payment for working overtime. Employees have the option of accruing said overtime in either their non-FLSA CTO or FLSA CTO banks.
4. Unit employees with accrued compensatory time off shall be paid for accrued hours at their regular hourly rate upon separation from employment.
5. Unit employees who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular hourly rate prior to promotion.
6. For unit employees with accrued compensatory time, those employees may elect to cash out this time per the limits and requirements of Article 17(A) of this MOU.
7. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.
8. The City and Association are willing to work with unit employees on options to reduce accrual hours in excess of the maximum hours.

D. Minimum Overtime

Police Sergeants required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours overtime. Sergeants shall not be eligible for the three (3) hour minimum for training, meetings or call-outs which occur immediately adjacent (before or after) to a regularly scheduled work shift.

E. Premium Pay for Lieutenants

1. The parties agree that Lieutenants are exempt employees under FLSA and California law.
2. Police Lieutenants are to be paid premium overtime pay only under the specified conditions outlined in this MOU, or as may additionally be approved by the Police Chief or their designee.

Police Lieutenants shall receive premium overtime pay of time and one half the Lieutenant's base rate of pay for work performed outside of their regularly scheduled hours when attending mandatory training, meetings and call-outs, as assigned by the Police Chief or their designee. Such premium pay will be paid in the pay period worked. The following pay differentials will also be calculated on overtime hours worked:

- POST
 - Education Pay
 - Longevity Pay
 - Special Assignment Pay
3. Overtime parameters for Lieutenants will continue until such time as all three (3) Lieutenant positions are filled. Once all three positions are filled, a Lieutenant will be eligible for overtime when authorized by the Police Chief to work outside of their regularly scheduled hours. For the first 80 hours of overtime worked each calendar year, a Lieutenant shall be paid at straight time (base hourly rate of pay). Beginning with the 81st hour of overtime, a Lieutenant shall receive payment at the rate of one and one-half times (1 ½) their base rate of pay.
 4. Among the work for which Lieutenants may receive premium overtime pay (as outlined above) is work performed adjacent to the beginning or end of a regular shift, as assigned by the Police Chief or their designee.
 5. Police Lieutenants required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours of premium overtime pay. Lieutenants shall not be eligible for the three (3) hour minimum for training, meetings or work immediately adjacent to (before or after) a shift.

F. Court Time

1. Pay for Court Appearances

If a unit employee is subpoenaed to court on City business during their off-duty hours, the employee shall be paid for time spent in court. A unit employee shall be paid a minimum of three (3) hours of overtime if the entire period of such court time occurs during the employee's off-duty hours.

2. Court Standby

In lieu of appearing as shown on the subpoena, a unit employee subpoenaed during their off-duty hours may be placed on stand-by status. If a court appearance does not result from stand-by status, the unit employee shall be compensated at the rate of three (3) hours of straight time pay for each morning period and an additional three (3) hours of straight time pay for each afternoon period of such stand-by.

If the unit employee is only on stand-by status for the afternoon, the unit employee is compensated for both morning and afternoon of a total of six (6) hours of pay. A unit employee shall be compensated for the morning period only if the Court Liaison notifies the City's employee voice mail system or the unit employee is notified of the cancellation by the court directly prior to noon on that court day. When the unit employee is notified of a cancellation after noon for a morning or afternoon subpoena, the unit employee is compensated for both morning and afternoon pay. The unit employee does not need to check the City's employee voice mail system by 5:00 p.m. the same court day to be eligible for the on call pay.

If a unit employee's court appearance is required within 2½ hours following the end of their assigned work shift (night shift), they shall be compensated at one and a half (1½) times their base hourly rate for "bridge time" and actual work hours resulting from said court appearance.

G. Range Training

Police Sergeants and Lieutenants shall be paid at their regular rate of pay for attendance at "Range (weapons) Training", for three (3) hours minimum per training. This only applies when the Range Training does not occur during the unit employee's regular shift.

H. Work Schedules

1. Police Sergeants shall work either the "4-10" work schedule or "3-12.5+10" work schedules, depending on assignments as outlined below.
2. The basic work schedule for Sergeants assigned to the patrol division shall be three consecutive 12.5-hour workdays per week and one additional ten (10) hour makeup workday every fourth week so that every four (4) weeks unit Sergeants are scheduled to work one hundred sixty (160) hours. The basic work hours for patrol shifts shall be:
 - Day shift: 0600-1830 hours
 - Night shift: 1800-0630 hours.

Each Sergeant shall be paid for hours worked in each pay period.

3. Police Sergeants assigned to Professional Standards and Training, Investigations, Traffic and Special Enforcement Detail will work a "4-10" schedule (the specific days to be determined by the supervisor of each unit). The schedule for each Sergeant will be

established to be a regular set schedule with all four (4) workdays being consecutive days. Any hours worked in excess of the Sergeant's regular schedule shall be compensated as overtime. The only exception will be when a Sergeant flexes their schedule with prior supervisor approval. No Sergeant will be required to flex their regular schedule to avoid the City compensating for overtime.

4. Police Captains and Lieutenants shall work the "4-10" work schedule. This schedule consists of four (4) ten (10) hour work days in each seven (7) day period, with three (3) consecutive days off.
5. If a unit employee that is eligible for Court time compensation is required to make a work-related court appearance during off-duty hours such that said appearance may result in fatigue during their next scheduled work shift, said court time may, upon employee request and with advance supervisory approval, be handled in any one of the following alternative ways:
 - a. The employee may report late to their next scheduled work shift, by an amount of time equivalent to that spent in the court appearance; or
 - b. The employee may leave their next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance.
6. Unit employees will cooperate to the fullest possible extent in voluntary signup for "hireback" and other overtime.
7. The start and end time of employees' regular work shifts and work schedules (as defined above) shall be at the sole discretion of the Police Chief. Unit employees will be provided seven (7) calendar days' notice when their regular hours or work schedule is to be changed.
8. The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of these schedules.
9. Shift selection is based on seniority and occurs three (3) times per year.

I. Shift Trades

Unit employees have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.

4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same two week pay period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have their Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

J. Police Specialty Assignment Rotation

1. Specialty Assignment Rotation Policy

The policy for specialty position assignments is intended to address issues of equity and performance. For purposes of this policy, the following positions fall into the specialty position category:

- Investigation
 - Detective Sergeant (Including those assigned to task forces)
 - Special Enforcement Detail Sergeant (Narcotics and Gangs)
- Traffic Sergeant
- Professional Standards and Training Sergeant
- Administrative Lieutenant
- Field Training Coordinator

A unit employee assigned to a Specialty Position will remain in that position for a minimum period of three (3) years, unless circumstances dictate an earlier rotation. Such circumstances may include, but are not limited to, promotion, application and selection for another Specialty Position, request by the unit employee to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The standing duration for a Specialty Position assignment is three (3) years. A unit employee holding a Specialty Position may receive two (2) one-year extensions at the conclusion of the three (3) year assignment.

It is the sole responsibility of the employee to submit a memorandum to the Police Chief via the chain of command at least thirty (30) days prior to the end of their original appointment date within the specialty assignment they are currently assigned to request an extension.

Those extensions will be based upon documented job performance and the approval of the Police Chief. For purposes of this policy, documented job performance will include that performance articulated in the unit employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums.

At the conclusion of the above-described five (5) year maximum assignment period the position will be opened to interested, eligible personnel. A unit employee holding a Specialty Position may reapply for that position or another Specialty Position. Assignments extending beyond five (5) years may be made on a year-by-year basis.

A unit employee in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three (3) year period and would be eligible to be selected for two (2) one- year extensions as described above.

The Police Chief has the sole discretion to determine who shall receive a special assignment and has absolute discretion regarding the assignment and reassignment of employees to special assignments. Any such assignment is not vested and may be revoked at any time and the Rules of Evidence shall govern any appeal required by Section 3304(b) of the California Government Code and Procedure for Employee Removed from Special Assignments as identified below.

2. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any unit employee removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within ten (10) days of receiving notice of removal, in accordance with the following:

- a. Hearings shall be conducted by the City Administrator or their designee.
- b. The question to be decided is whether the City abused its discretion in removing the unit member from the Specialty Pay position.
- c. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.
- d. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross examine opposing witnesses. If the employee does not testify his or her own behalf, the employee may be called and examined as if under cross-examination.
- e. Testimony shall be recorded by means of either a tape recording or certified court reporter.

- f. Witness shall be sworn unless both parties stipulate otherwise.
- g. Written declarations made under penalty of perjury shall be admissible, provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.
- h. The unit member appealing the removal from the Specialty Pay position has the burden of proof. The standard of proof is a preponderance of the evidence. The City shall present its case first. During the presentation of the City's case, the employee shall have the right to cross-examine any witness called to testify by the City. During the presentation of the employee's case, the City shall have the right to cross-examine any witness called by the employee to testify.
- i. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.
- j. Both parties shall have the right to present an opening argument prior to the presentation of any evidence and a closing argument after the presentation of all evidence.
- k. The City Administrator, or their designee, shall decide all questions of procedure and evidence.
- l. The City Administrator, or their designee, shall issue a written decision within thirty (30) days of 1) the conclusion of the hearing, or 2) the receipt of post-hearing briefs if such briefs are requested by the City Administrator or their designee.
- m. The decision of the City Administrator shall be final and binding. If the City Administrator chooses to designate a hearing officer, that hearing officer will make a recommendation based on written findings to the City Administrator, whose decision shall be final and binding.
- n. Any objection to the City Administrator, or their designee, on grounds of bias, must be made in writing, stating the reasons therefore, by delivering of the writing to the City Administrator no later than five (5) days prior to the date of the hearing.

ARTICLE 10 - MEAL PERIODS

Police employees assigned to Patrol and the Detective Bureau will receive a paid thirty (30) minute meal break because they are available to respond immediately to calls for service during their meal break.

Police Captains and the Administrative Lieutenant are provided with a one-hour unpaid meal break.

ARTICLE 11 – RETIREMENT

1. Unit employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended. The City does not participate in Social Security.
 - a. Tier I - PERS 3% @ 50 FORMULA – For Classic Members, the employees will contribute the full nine (9) percent member contribution via payroll deduction.
 - b. TIER II - PERS 2.7% @ 57 FORMULA – For PEPRA Members, the employees will contribute one-half the total normal cost as identified by CalPERS via payroll deduction.
2. The City does not participate in Social Security.

ARTICLE 12 - MEDICAL INSURANCE

- A. The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:
1. For active employees:
The City shall pay up to 100% of the plan selected, up to a maximum of:
 - \$744 per month for employee only
 - \$1,623 per month for employee+1
 - \$2,076 per month for employee+2
 2. For retirees, if hired prior to November 21, 1995:
The City shall pay up to 100% of the plan selected, up to a maximum of:
 - \$735 per month for employee only
 - \$1,542 per month for employee+1
 - \$1,972 per month for employee+2

Once the retiree attains eligibility for Medicare coverage, the City's contribution shall be up to a maximum of:

 - \$599 per month for employee only
 - \$1,406 per month for employee+1
 - \$1,836 per month for employee+2
 3. For retirees, if hired on or after November 21, 1995:
The City shall pay the CalPERS minimum mandated contribution.

- B. Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.
- C. Retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.
- D. Unit employees who were hired into the PPMA unit prior to January 1, 2020, and who opt out of medical coverage will receive a medical opt-out payment. The opt-out payments are as follows:
- \$400 per month for employee only
 - \$607.75 per month for employee+1
 - \$1,001 per month for employee+2
- E. Employees hired or promoted into PPMA after January 1, 2020, who opt out, will receive an opt out amount of \$400 per month.
- F. Employees promoted into PPMA that had elected to opt out as a PPOA member will retain the same benefit amount they received prior to promotion. If the employee chooses City coverage after promotion, and later decides to opt out, they will receive \$400 per month.
- G. Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
- H. Health Reimbursement Arrangement
- City and PPMA representatives are willing to participate in the exploration and possible development of an employee paid pre-funded post-employment (retirement) benefit program for employees hired after November 21, 1995.

ARTICLE 13 - OTHER INSURANCE BENEFITS

A. Dental Insurance

The City agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPMA representatives before any reduction of dental insurance coverage.

B. Optical Insurance

The City agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, the City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPMA representatives before any reduction of optical insurance coverage.

C. Short- and Long-Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

The City agrees to provide to all full-time employees covered by this Memorandum of Understanding a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66 2/3% of employee's basic salary up to the policy maximum following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employee's earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage, \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

E. Flexible Spending Account

The City agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

ARTICLE 14 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate

Each eligible full-time unit employee shall accrue PTO on the following basis with the maximum accrual twice the annual accrual plus 100 hours (as noted in the table below):

1. Following completion of the first six months of continuous service, 40 hours; thereafter up to and including three (3) years of service, 3.08 hours (80 hours annually) for each completed bi-weekly pay period of service;
2. Upon completion of three (3) years of service and thereafter up to and including ten (10) years of service. 4.62 hours (120 hours annually) for each completed bi-weekly pay period of service;
3. Upon completion of ten (10) years of service and thereafter 6.46 hours (168 hours annually) for each completed bi-weekly pay period of service.

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	160 hours + 100 hours = 260 hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	240 hours + 100 hours = 340 hours
10+ years	6.46 hrs/pay period – or 168 hours annually	336 hours + 100 hours = 436 hours

A completed biweekly pay period is defined as a pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

B. Use of PTO

1. Unit employees will request personal time off through their immediate supervisor.
2. Approval of a personal time off request is the responsibility of the Police Chief or their designee. They will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank.
4. Unit employees with Extraordinary Vacation Leave Banks may use either their regular PTO bank or their Extraordinary Vacation Leave Bank when taking PTO.

C. PTO Payment Upon Separation of Employment

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation.

D. Employees Not Granted PTO Use

Should a unit employee be unable to utilize PTO, after requesting leave in a reasonable time (at least two (2) weeks) prior to reaching their PTO maximum, the City agrees to cash out forty (40) hours of PTO from the unit employee's regular PTO bank at the employees base hourly rate of pay in effect at the time of the cash out. Requests for PTO will not be unreasonably denied.

ARTICLE 15 - SICK LEAVE & ALTERNATIVE HEALTH AND WELLNESS PROGRAM

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than three (3) consecutive workdays no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave in the first pay period in July, as long as the AHW bank does not exceed 192 hours.
3. The AHW hours have no cash value during employment.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st will receive \$250 in their first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours of leave or less of AHW leave between July 1 – June 30 will be given \$1,000 in their first paycheck following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twenty-four (24) hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but less than twenty-six (26) hours of AHW leave between July 1 – June 30 will be given \$500 in their first pay check following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twelve (12) hours converted to PTO prior to the annual allocation of AHW leave.

C. AHW Upon Separation

Upon separation, employees with accrued, unused hours in their AHW banks, shall be paid out according to the following:

Years of Service	Rate
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

D. Conversion of Sick Leave to CalPERS Service Credit

Pursuant to the City’s contract with CalPERS, unused sick leave that is not paid as cash may be converted to service credit as permitted under the CalPERS regulations.

E. Frozen Sick Leave

Unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. The cash out is paid at the employees’ base hourly rate of pay. Unit members electing to cash out frozen sick

leave, must submit a frozen sick leave cash out form no later than November 15th of each year to receive the cash out with the last paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

F. AHW and Sick Leave Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE 16 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. Unit members may take bereavement leave for up to five (5) workdays for each death that occurs in the member's immediate family. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California's AB 1949.

ARTICLE 17 - OTHER LEAVE PROVISIONS

A. Annual Leave Buy Back

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. To be eligible for the Leave Buy Back, employee must utilize forty (40) hours of PTO in the preceding 12 months.
2. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of eighty (80) hours remain in the PTO bank.
3. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2025 will be for the December 2026 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

Leave cash outs as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable IRS limits.

B. Industrial Accident Leave

Personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue PTO, holidays, and AHW, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

C. Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

D. Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

E. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at their sole discretion.

F. Catastrophic Leave Bank

The City agrees to permit employees to voluntarily contribute accrued FLSA comp time, non-FLSA compensatory time, or PTO hours to City employees, who have exhausted available accrued leave time under emergency conditions.

The City and PPMA agree that a catastrophic leave bank shall be created for unused/reimbursed donated hours to be retained for use by PPMA members elected by the PPMA.

G. Management Leave – Police Captains

1. Police Captains shall receive eighty (80) hours of management leave per calendar year. The use of management leave shall be at the discretion of the Police Chief.
2. Management Leave is credited to employees' Management Leave bank in January. Hours are prorated for new employees.
3. Management leave may be used for leave purposes and has no cash value.
4. Management leave hours must be utilized in the calendar year credited, and any remaining balance may not be carried over to the next calendar year.

ARTICLE 18 - HOLIDAYS

A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

1. New Year's Day January 1
2. Martin Luther King Day (Third Monday in January)
3. Washington's Birthday (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day July 4
6. Labor Day (First Monday in September)
7. Veterans' Day November 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving (Day after Thanksgiving)
10. Christmas Eve December 24
11. Christmas Day December 25
12. One "floating holiday" in each 12-month period; effective at the beginning the fiscal year and may be taken on such date as requested by the employee subject to supervisor's approval.

B. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

C. Holiday in-lieu leave

1. Unit employees shall accrue 120 hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their regular rate of pay.
2. Holiday Leave would be prorated at time of hire/separation.
3. Pursuant to applicable regulations, Holiday-in-Lieu hours shall be reported for those applicable Unit Members to CalPERS in the pay period in which they were earned, regardless of when paid.

D. Holiday Pay

1. Effective January 1, 2026, unit employees will no longer accrue holiday-in-lieu leave and shall receive a five point seventy-five percent (5.75%) pay differential applied to their base rate of pay.
2. To the extent permitted by law, the City shall report Holiday pay as compensation earnable pursuant to CCR 571(a)(5) of Title 2 for Classic members and CCR 7522.34 and 571.1 (b)(4) for PEPRA members.

E. Holiday Closure Pay

Effective January 1, 2026, unit employees will no longer accrue holiday closure leave and shall receive a two percent (2%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.

ARTICLE 19 - LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

ARTICLE 20 - CITY PROVIDED VEHICLES

The City shall update the Vehicle Use Policy (No. 348) as soon as feasibly possible.

The Police Department positions who are authorized to have a take home vehicle assigned to them shall be as follows:

- Captains
- Administrative Lieutenant
- Patrol Lieutenant
- Traffic Sergeant (Motorcycle)
- Investigative Sergeant
- Special Enforcement Detail Sergeant

ARTICLE 21 – UNIFORMS

The City will purchase uniforms for all regular, full-time uniformed members of the Police Department. A uniform allowance shall be reported to CalPERS for “classic” members in the amount not to exceed \$300 per calendar year per employee.

Uniform allowance is not considered pension reportable compensation for “new members” hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations, a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their supervisor's immediate superior.

Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with their supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Police Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Police Chief receiving the grievance, or their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Police Chief (or designee), or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no decision is rendered by the Police Chief (or designee), will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate people. The City Administrator may designate a fact finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days,

he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) Calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their representative may be permitted to use a reasonable amount of work time, as determined by the Police Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the grievance procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to their satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the grievance procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the grievance procedure, they may submit the matter to binding arbitration within the time limits set forth in the grievance procedures by filing written notice of such submission with the Director of Human Resources. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant or their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in

obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.

- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties their decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.

5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE 23 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

ARTICLE 24 – TOTAL COMPENSATION SURVEY

The parties agree the components outlined in Appendix C will be used should the City complete a Total Compensation Survey for police employees.

ARTICLE 25 - TERM

Beginning with the start of the first full pay period following ratification of this MOU by the City Council.

The terms of this Memorandum are to remain in full force and effective July 1, 2025, and remain in effect through June 30, 2027.

In the event of a financial emergency promulgated by any State or Federal action that substantially increases City costs related to health insurance, retirement benefits, and/or any

other employee benefits or substantially reducing City revenue, the parties agree to reopen negotiations for a thirty (30) day period to negotiate the impact of such reductions. If mutual agreement is not reached by the parties, the terms of the MOU will remain unchanged.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

FOR THE CITY:

FOR PPMA:

Jennifer Lampman, City Administrator

Brian Olivo, Mastagni Holstedt

Rosanna Ramirez, Deputy City
Administrator

Tom McKenzie, PPMA President

Alice Burnett, Director of
Human Resources

David Radomski, PPMA Vice-President

John Martinez, PPMA
Treasurer/Secretary

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia Police Management Association (PPMA)

EFFECTIVE JULY 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	58.27	10,100.13	121,201.60	61.42	10,646.13	127,753.60	64.73	11,219.87	134,638.40	68.23	11,826.53	141,918.40	71.92	12,466.13	149,593.60
POLICE LIEUTENANT	70.20	12,168.00	146,016.00	73.99	12,824.93	153,899.20	77.99	13,518.27	162,219.20	82.19	14,246.27	170,955.20	86.63	15,015.87	180,190.40
POLICE CAPTAIN	82.26	14,258.40	171,100.80	86.71	15,029.73	180,356.80	91.38	15,839.20	190,070.40	96.32	16,695.47	200,345.60	101.52	17,596.80	211,161.60

EFFECTIVE JANUARY 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	59.44	10,302.93	123,635.20	62.65	10,859.33	130,312.00	66.02	11,443.47	137,321.60	69.59	12,062.27	144,747.20	73.36	12,715.73	152,588.80
POLICE LIEUTENANT	71.60	12,410.67	148,928.00	75.47	13,081.47	156,977.60	79.55	13,788.67	165,464.00	83.83	14,530.53	174,366.40	88.36	15,315.73	183,788.80
POLICE CAPTAIN	83.91	14,544.40	174,532.80	88.44	15,329.60	183,955.20	93.21	16,156.40	193,876.80	98.25	17,030.00	204,360.00	103.55	17,948.67	215,384.00

EFFECTIVE JULY 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	61.82	10,715.47	128,585.60	65.16	11,294.40	135,532.80	68.66	11,901.07	142,812.80	72.37	12,544.13	150,529.60	76.29	13,223.60	158,683.20
POLICE LIEUTENANT	74.46	12,906.40	154,876.80	78.49	13,604.93	163,259.20	82.73	14,339.87	172,078.40	87.18	15,111.20	181,334.40	91.89	15,927.60	191,131.20
POLICE CAPTAIN	87.27	15,126.80	181,521.60	91.98	15,943.20	191,318.40	96.94	16,802.93	201,635.20	102.18	17,711.20	212,534.40	107.69	18,666.27	223,995.20

Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

APPENDIX "B"- 1995 INSURANCE CHANGES

Tier I - Employees, hired prior to November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring for industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.

PLACENTIA agrees that PPMA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C"-TOTAL COMENSATION SURVEY COMPONENTS

The parties agree the following components will be used to guide future Total Compensation Surveys as to employees covered by this MOU:

- Top Step Salary - subtract any employee contribution to Retirement Plan as outlined below
- Medical - maximum City contribution for Medical, Dental, Vision, LTD, Life
- Uniform Allowance - Divide annual amount by twelve (12) and add to monthly rate
- Retiree Medical - Enter amount provided to new hires. Amount paid by City into retiree health savings plan, or, if benefit provided upon retirement, the maximum benefit provided for retiree medical, dental and vision.
- POST/Education Pay - Use Maximum amount provided for:
 - AA or Intermediate POST Certificate Amount
 - BA or Advanced POST Certificate Amount
 - MA Amount
 - Combine if allowed
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)



Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Alice Burnett

From: Human Resources

Subject:

RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FIRE MANAGEMENT ASSOCIATION

Financial Impact:

Fiscal Impact:

Placentia Firefighters Management Association

Year 1: Estimated \$ 24,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 19,500 increase to FY26-27 total compensation

Total: Estimated \$ 43,500 increase.

Summary:

The City and the Placentia Fire Management Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-57, approving the terms between the City and the Placentia Fire Management Association (PFMA); and
2. Adopt Resolution No. R-2025-62, Budget Amendment for PFMA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PFMA on behalf of the City, in a form approved by the City's Labor Counsel.

Strategic Plan Statement:

There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:

The MOU between the City and the Placentia Police and Fire Management Association (PPFMA) expired on June 30, 2025. Prior to expiration, the Fire Battalion Chiefs, previously part of PPFMA, formed their own group, Placentia Fire Management Association (PFMA). City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining unit, the negotiations process has been successfully completed between the City and the PFMA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2025 – June 30, 2027
2. FLSA Period - Decrease the FLSA period from 24 days to 18 days.
3. Longevity - Increase current longevity from 2.5% at 7 years to 5% at 7 years.
4. Personal Time Off (PTO) - Increase PTO Accrual rate to fifty-six hour work week and maximum accumulation cap of 360 hours.
5. Retirement Contribution - Increase contribution rate from 10% to 12% base salary only effective July 1, 2025, 12% to 14% base salary only effective July 1, 2026.
6. Holiday Closure pay: Converts Holiday Closure Bank to 2% salary adjustment effective January 1, 2026.
7. Contract Language: The contract language has been reviewed and revised for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.
8. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

Fiscal Impact Summary:

The total cost for the market rate adjustments is estimated to be \$24,000 in year one and \$19,500 in year two. The total cost of the compensation plan estimated to be \$43,500 for the term of the agreement.

Attachments

[Resolution No. R-2025-57_PFMA.docx](#)

[Attachment 2 - Resolution R-2025-62 - Budget Amendment for PFMA Compensation Plan.docx](#)

[BC MOU - final MOU 25-27 for Council Adoption.pdf](#)

RESOLUTION NO. R-2025-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE PLACENTIA FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2027

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the City of Placentia's designated negotiation team has met and consulted in good faith with the representatives of the Placentia Fire Management Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1: Resolution No. R-2024-36, adopting the Memorandum of Understanding for the Placentia Police and Fire Management Association 23-24, dated June 9, 2024, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution recognizes the organization of the Placentia Fire Management Association and provides for salaries, benefits and other terms and conditions of employment applicable to the Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Fire Management Association effective July 1, 2025, and attached hereto is approved.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2025-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2025-26 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2025-26 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2025-26, Resolution No. R-2025-25, is hereby amended to reflect the following changes specified:

Fund	Department	Account	Description	Amount
101 – General Fund	90000 – Non Departmental	5008 - Other Salaries & Wages	MOU Adoption	\$24,000

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
and
PLACENTIA FIRE MANAGEMENT ASSOCIATION
(PFMA)

July 1, 2025 – June 30, 2027

PFMA No. 25-27

Adopted October 21, 2025, Resolution No. 2025-57

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PREAMBLE

The wages hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Fire Management Association (hereinafter called "PFMA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix A.

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between City Staff and PFMA. PFMA has recommended and its members have ratified all the terms and conditions of employment as set forth herein. City Staff recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

RECOGNITION

The City of Placentia has recognized the PFMA as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The City recognizes the Association represents the following classifications under this MOU:

- Fire Battalion Chiefs

ARTICLE 1 - MANAGEMENT RIGHTS

Except as otherwise specifically provided for in State and/or Federal laws, and this MOU, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City.

This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this MOU in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of this MOU, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.
2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge for just cause any employee.
3. The right to contract or sub-contract services and/or work.
4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.
5. The right to modify the performance evaluation form.
6. The right to modify and update class specifications/job descriptions.

ARTICLE 2 - PFMA RIGHTS

A. Membership Dues

The City agrees to deduct association dues from the wages of all PFMA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

B. Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business oriented communication between employees who are represented by the PFMA and Directors of PFMA or their designees.

In the interests of facilitating communication with PFMA members and the distribution of information to PFMA members, PFMA may utilize the City's e-mail system to communicate with PFMA members on matters of normal association business. The City's e-mail system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act.

C. PFMA Business on City Time

PFMA members will be allowed to conduct a reasonable amount of PFMA business during their regular work shift(s).

ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected status under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES & POLICIES

PLACENTIA and PFMA agree, during the term of the MOU, to meet and confer pursuant to the Meyers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

ARTICLE 5 - PROBATION

1. All original and promotional appointments to classifications represented in this unit shall be subject to a probationary period of one (1) year.
2. The City Administrator may establish a longer probationary period for specified cases.
3. The Fire Chief or designee shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Department before the probationer's permanent status date.

ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one step in the salary schedule after twelve (12) months of service in the current step and with overall satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after twelve (12) months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards. Should an employee receive an overall satisfactory performance evaluation after twelve (12) months has passed at the current step, the employee will receive the eligible step increase retroactive to the date the step increase would have been effective had the evaluation been received on time.

ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

A. Compensation

The basic salary schedule will be set forth in Appendix A attached to this MOU.

B. Education Incentive

1. Fire Battalion Chiefs shall be eligible for a two percent (2%) salary differential for possession of an Associate of Arts (AA) degree.
2. Fire Battalion Chiefs shall be eligible for a four percent (4%) salary differential for possession of a Bachelor of Arts (BA) or Bachelors of Science (BS) degree.
3. Fire Battalion Chiefs shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.
 - a. Education incentive pay is applied to all hours worked and on all hours when leave accrual is used.
 - b. Unit employees are only eligible for one (1) education incentive and does not compound with any other education or certification pay.
4. Fire Battalion Chiefs who obtain Company Officer Certification OR Chief Officer Certification from the Office of State Fire Marshal shall receive \$245 per month.

Fire Battalion Chiefs are only eligible for two (2) certificate pays of \$245 per month each if they obtain both Company Officer Certification AND Chief Officer Certification from the Office of the State Fire Marshal.

C. Longevity Pay Program

Unit Employees who have completed seven (7) years of service with the City of Placentia shall receive a longevity increase of five percent (5%) to the base rate of pay. Unit Employees who have completed fifteen (15) years of service with the City of Placentia shall receive a longevity increase of two- and one-half percent (2.5%) to the base rate of pay. This will be a total of seven and one-half percent (7.5%) for fifteen (15) years of service.

D. Technology Allowance

Fire Battalion Chiefs are eligible for a Technology allowance of \$75 per month.

E. Bilingual Pay

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the appointing authority to receive Bilingual Pay differential of \$165 a month to speak another language.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability in a language recognized by the City to assist in providing service to the public.

ARTICLE 9 - OVERTIME, PREMIUM PAY AND WORK SCHEDULES

A. Compensatory Time Off (CTO)

1. Battalion Chiefs may accrue Fair Labor Standards Act (FLSA) compensatory time off (FLSA CTO) in lieu of payment for working FLSA overtime. The FLSA CTO bank is capped at a maximum of two hundred and sixteen (216) hours. In no event can an employee accrue in excess of (216) hours of compensatory time off. All hours in excess of (216) shall be paid to the employee at the employee's regular rate of pay in the following pay period after the increase.
2. For unit employees with accrued compensatory time, those employees may elect to cash out this time per the limits and requirements of Article 17(A) of this MOU.
3. Unit employees with accrued FLSA compensatory time off shall be paid for accrued hours at their regular hourly rate upon separation from employment.
4. Unit employees who are promoted to another classification will be paid accrued compensatory time at their regular rate of pay prior to promotion.

5. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.
6. The City and Association are willing to work with unit employees on options to reduce accrual hours in excess of the maximum hours.

B. Premium Pay

The employees in the unit work a 24-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 24-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one hundred and eighty two (182) hours in the work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be pre-approved by the Fire Chief or their designee.

1. Effective the full pay period after this contract is ratified by City Council, employees in the unit work an 18-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 18-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one-hundred and thirty six (136) hours in the work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be pre-approved by the Fire Chief or their designee.

C. Work Schedules

1. Work Period. The work period for Fire Battalion Chiefs, under the Fair Labor Standards Act's 7K exemption, consists of twenty-four (24) consecutive days.
2. Work Schedule. The work schedule for Fire Battalion Chiefs shall be a "48/96" schedule under which employees will work forty-eight (48) consecutive hours on/ninety-six (96) consecutive hours off from work.

B. Shift Trades

Unit employees have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same two week pay period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Battalion Chief A agrees to work the shift for Battalion Chief B and prior to the shift, Battalion Chief A calls in sick and does not work the shift, Battalion Chief A's Sick Leave is deducted and Battalion Chief B gets credit for the shift.

ARTICLE 10 – RETIREMENT

A. Plan

The City provides a defined contribution plan for employees. Retirement age is fifty (50) years. All Fire Battalion Chiefs will receive a 401a Plan in the form of the Mission Square Government Money Purchase Plan and Trust. Employees become 100% vested in the plan upon completion of their fourth (4th) anniversary of employment with the City or age 50, whichever comes first. Should the employee separate from service prior to their fourth (4th) anniversary, all retirement benefit contributions made by the City on their behalf will be returned to the City.

B. Contributions

The Employer shall contribute on behalf of each participant ten percent (10%) of base pay. Compensation defined as base pay excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs and any other ad hoc pay. Mandatory Participant Contributions are NOT required. Maximum contribution limits subject to annual Internal Revenue Service (IRS) limits.

1. Effective July 1, 2025, the employer contribution on behalf of each participant shall increase from 10% to 12% of base pay.
2. Effective July 1, 2026, the employer contribution on behalf of each participant shall increase from 12% to 14% of base pay.
3. All other provisions of this section shall remain unchanged.

C. Social Security

The City does not participate in Social Security.

ARTICLE 11 - MEDICAL INSURANCE

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$158.00
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00
- For coverage effective January 1, 2027, the minimum contribution is TBD.

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of the remaining premium through payroll deductions. Should an individual select a plan with a premium less than the City contribution, the City's contribution is limited to the plan premium.

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. If a unit employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any CalPERS PEMHCA required minimum, will be made as follows:

A. For active employees:

The City shall pay up to 100% of the plan selected, up to a maximum of:

- \$744 per month for employee only
- \$1,623 per month for employee+1
- \$2,076 per month for employee+2

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.

B. For Retirees:

Retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

- For retirees the City shall pay the CalPERS PEMHCA minimum mandated contribution.

C. Medical Opt Out:

Employees hired or promoted into PFMA who opt out will receive \$400 per month.

Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to

claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

D. Health Reimbursement Arrangement

City and PFMA representatives are willing to participate in the exploration and possible development of an employee paid pre-funded post-employment (retirement) benefit program for unit employees.

ARTICLE 12 - OTHER INSURANCE BENEFITS

A. Dental Insurance

The City agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PFMA representatives before any reduction of dental insurance coverage.

B. Optical Insurance

The City agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, the City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PFMA representatives before any reduction of optical insurance coverage.

C. Short- and Long-Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee’s basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of “disability” and duration of eligibility for benefits shall be as set forth in the City’s policy with its insurance carrier.

The City agrees to provide to all full-time unit employees a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum of following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

D. Life Insurance

The City agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employee's earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage, \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

E. Flexible Spending Account

The City agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

ARTICLE 13 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate and Cash Out

1. PTO Accrues on a per pay period basis as follows:

Effective July 1, 2025, PTO shall accrue on a per pay period basis as follows:

Years of Service	Accumulation Rate	Maximum Accumulation
Upon Hire – completion of five (5) years of service	6.46	168 hours
Beginning of sixth year – completion of seven (7) years of service	7.54	196 hours
Beginning of eight (8) years to completion of ten (10) years of service	8.62	224 hours
After completion of ten (10) years of service	9.69	252 hours

2. Partial PTO Leave Accrual

Should an employee have paid hours less than their normally required full time scheduled hours during any pay period, PTO accrual will be pro-rated based on the number of paid hours.

3. PTO Maximum Accrual

Employees may accumulate up to a maximum of two hundred sixty (260) hours. Once an employee reaches the maximum, no additional PTO will accrue until the accrual bank is below the maximum.

- a. Effective July 1, 2025, the maximum accrual rate will increase to three hundred sixty (360) hours.

4. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

5. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the regular hourly rate of pay with the final paycheck upon separation from City service.

6. Use of PTO

- a. Unit employees will request personal time off through their immediate supervisor.
- b. Approval of a personal time off request is the responsibility of the Fire Chief or their designee. They will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
- c. Use of PTO may not exceed accumulated PTO leave bank.

ARTICLE 14 - SICK LEAVE & ALTERNATIVE HEALTH AND WELLNESS PROGRAM

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave.

AHW hours may be used for an employee's illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than three (3) consecutive workdays no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed one-hundred and ninety-two (192) hours.
3. The AHW hours have no cash value during employment.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining eight (8) months in the fiscal year. New employees may use AHW leave after completing three (3) months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st will receive \$250 with the first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours of leave or less of AHW leave between July 1 – June 30 will be given \$1,000 with the first paycheck following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twenty-four (24) hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first paycheck following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the twelve (12) hours converted to PTO prior to the annual allocation of AHW leave.

C. AHW Upon Separation

Upon separation, employees with accrued, unused hours in their AHW banks, shall be paid out according to the following:

Years of Service	Rate
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

D. AHW Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE 15 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse’s parents and grandparents. Unit members may take bereavement leave for up to five (5) workdays for each death that occurs in the member’s immediate family. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California’s AB 1949.

ARTICLE 16 - OTHER LEAVE PROVISIONS

A. Annual Leave Buy Back

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. To be eligible for the Leave Buy Back, employees must utilize forty (40) hours of PTO in the preceding twelve (12) months.
2. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of eighty (80) hours remain in the PTO bank.

For example, irrevocable election forms submitted in December 2025 will be for the December 2026 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee’s applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

B. Industrial Accident Leave

Personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue PTO, holidays, and AHW, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

C. Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

D. Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

E. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at their sole discretion.

F. Catastrophic Leave Bank

The City agrees to permit employees to voluntarily contribute accrued FLSA comp time, non-FLSA compensatory time, or PTO hours to City employees, who have exhausted available accrued leave time under emergency conditions.

The City and PFMA agree that a catastrophic leave bank shall be created for unused/reimbursed donated hours to be retained for use by PFMA members elected by the PFMA.

ARTICLE 17 - HOLIDAYS

A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

1. New Year's Day January 1
2. Martin Luther King Day (Third Monday in January)
3. Washington's Birthday (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day July 4
6. Labor Day (First Monday in September)
7. Veterans' Day November 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving (Day after Thanksgiving)
10. Christmas Eve December 24
11. Christmas Day December 25
12. One "floating holiday" in each 12-month period; effective at the beginning the fiscal year and may be taken on such date as requested by the employee subject to supervisor's approval.

B. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

C. Holiday in Lieu Leave

Unit employees shall accrue 120 hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their regular rate of pay.

Holiday Leave would be prorated at time of hire/separation.

D. Holiday Closure Pay

Effective January 1, 2026, unit employees will no longer accrue holiday closure leave and shall receive a two percent (2%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.

ARTICLE 18 - LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject To Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their supervisor's immediate superior.

Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with their supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Fire Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Fire Chief receiving the grievance, or their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Fire Chief (or designee) shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, they may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Fire Chief (or designee), or within twenty-five (25) calendar days following submittal of the written grievance to the Fire Chief if no decision is rendered by the Fire Chief (or designee), will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate people. The City Administrator may designate a fact finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, they may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) Calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.

2. The unit employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their representative may be permitted to use a reasonable amount of work time, as determined by the Fire Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to their satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, they may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Human Resources. The written notice shall set forth the issue being submitted to binding arbitration the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant or their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties their decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.

5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE 20 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

ARTICLE 21 - TERM

Beginning with the start of the first full pay period following ratification of this MOU by the City Council.

The terms of this Memorandum are to remain in full force and effective July 1, 2025, and remain in effect through June 30, 2027.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

FOR THE CITY:

FOR PFMA:

Jennifer Lampman City Administrator

Tony Davis, Battalion Chief
President

Rosanna Ramirez, Deputy City
Administrator

Alice Burnett, Director of
Human Resources

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia Fire Management Association (PFMA)

EFFECTIVE JULY 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
FIRE BATTALION CHIEF	44.80	10,871.47	130,457.60	47.22	11,458.72	137,504.64	49.77	12,077.52	144,930.24	52.46	12,730.29	152,763.52	55.29	13,417.04	161,004.48

EFFECTIVE JANUARY 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
FIRE BATTALION CHIEF	45.70	11,089.87	133,078.40	48.16	11,686.83	140,241.92	50.77	12,320.19	147,842.24	53.51	12,985.09	155,821.12	56.40	13,686.40	164,236.80

Monthly and Annual Salary are only approximate rates based on the Hourly conversion



Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Alice Burnett

From: Human Resources

Subject:

RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FIREFIGHTERS' ASSOCIATION

Financial Impact:

Fiscal Impact:

Placentia Firefighters Association

Year 1: Estimated \$283,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 64,500 increase to FY26-27 total compensation

Total: Estimated \$347,500 increase for term of agreement

Summary:

The City and the Placentia Firefighters' Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-59, approving the terms between the City and the Placentia Firefighters' Association (PFA); and
2. Adopt Resolution No. R-2025-64, Budget Amendment for PFA Compensation Plan; and
3. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PFA on behalf of the City, in a form approved by the City's Labor Counsel.

Strategic Plan Statement:

There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:

The MOU between the City and the PFA expired on June 30, 2025. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining unit, the negotiations process has been successfully completed between the City and the PFA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2025 – June 30, 2027.

2. Compensation: 6% market rate adjustments for PFA classifications effective the full pay period of July 2025.
3. FLSA Period: Decrease the FLSA period from 24 days to 18 days.
4. Patrol Engineer: Eliminates the Patrol Engineer from operations and the salary schedule.
5. New Hire Probationary Period: Adopt a 12-month probationary period for all new hires.
6. Medical Contribution: Increase city contributions effective July 1, 2025, to \$735/month for employee only, \$1,542/month for employee+1, and \$1,972/month for employee +2 or more and effective January 1, 2026, to \$744/month for employee only, \$1,623/month for employee +1, and \$2,076/month for employee +2 or more.
7. Personal Time Off (PTO) - Increase PTO Accrual rate to fifty-six hour work week over the course of the contract and maximum accumulation cap of 360 hours.
8. Retirement Contribution - Increase contribution rate from 10% to 11% base salary only effective July 1, 2025, 11% to 12% base salary only effective July 1, 2026.
9. Holiday Closure pay: Converts Holiday Closure Bank to 2% salary adjustment effective January 1, 2026.
10. Contract Language: The contract language has been reviewed and revised for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.
11. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

Fiscal Impact Summary:

The total cost for the market rate adjustments is estimated to be \$283,000 in year one and \$64,500 in year two. The total cost of the compensation plan estimated to be \$347,500 for the term of the agreement.

Attachments

[Resolution No. R-2025-59_PFA.docx](#)

[Attachment 2 - Resolution R-2025-64 - Budget Amendment for PFA Compensation Plan.docx](#)

[Placentia Fire MOU 2025-27 - for Council Adoption.pdf](#)

RESOLUTION NO. R-2025-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE PLACENTIA FIREFIGHTERS' ASSOCIATION FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2027

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the City of Placentia's designated negotiation team has met and consulted in good faith with the representatives of the Placentia Firefighters' Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1: Resolution No. R-2023-62, adopting the Memorandum of Understanding for the Placentia Firefighters' Association 23-25, dated July 1, 2023, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to the Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Firefighters' Association effective July 1, 2025, and attached hereto is approved.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2025-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2025-26 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2025-26 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2025-26, Resolution No. R-2025-25, is hereby amended to reflect the following changes specified:

Fund	Department	Account	Description	Amount
101 – General Fund	90000 – Non Departmental	5008 - Other Salaries & Wages	MOU Adoption	\$283,000

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of October 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

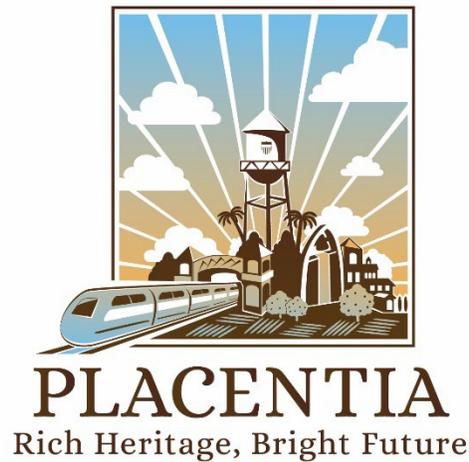
I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of October 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
(CITY)

and

PLACENTIA FIREFIGHTERS' ASSOCIATION
(PFA)

July 1, 2025 – June 30, 2027

No. PFA 25-27

Adopted October 21, 2025, Resolution No. R-2025-59

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PLACENTIA
AND
THE PLACENTIA FIREFIGHTERS' ASSOCIATION

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum of Understanding (“MOU”) have been discussed and jointly proposed by and between the City of Placentia (hereinafter the “City”) and the Placentia Firefighters' Association (hereinafter the “Association”) and shall apply to all the employees in classifications represented by the Association.

The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between the City and the Association. The Association has recommended, and its members have ratified all of the terms and conditions of employment as set forth herein. The City recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such resolution, all the terms and conditions of this MOU so incorporated shall become effective without further action by either party.

ARTICLE I - RECOGNITION

Pursuant to Government Code Section 3500 et seq. and Resolution 71-R-153 of the City Council of the City of Placentia (Employer-Employee Relations Resolution), the City has recognized the Association as the exclusive representative of all sworn, full-time, non-management fire employees of the City for purposes of representation on wages, hours, fringe benefits, and other terms and conditions of employment. As the representative of sworn, full-time, non-management fire employees, the Association is empowered to act on behalf of said employees, whether or not they are individually members of the Association.

The list of represented classifications at the time of entering this Agreement is as follows:

- Firefighter
- Fire Engineer
- Fire Captain

The City hereby agrees it shall no longer employ a part-time program for any rank except Reserve firefighter.

Association Members will be allowed to conduct a reasonable amount of Association business during their regular work shift(s).

ARTICLE II - COMPLETE AND ENTIRE AGREEMENT

This Agreement, upon ratification and adoption, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated. Moreover, to the extent not in conflict or inconsistent with the provisions herein, the parties understand and agree that existing City Personnel Rules, Placentia Fire and Life Safety Department Policies and Procedures, and other City rules, regulations, and policies, continue to apply, as presently constituted.

ARTICLE III - SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this MOU is for any reason held to be invalid, illegal, unconstitutional, or unenforceable by reason of any existing or subsequently enacted state or federal legislation, regulation or order or decree of a court of competent jurisdiction, the invalidation of such part of this MOU shall not affect the validity of the remaining portion of this MOU. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

ARTICLE IV - TERM

The term of this Memorandum of Understanding shall be July 1, 2025, through June 30, 2027. The terms of this Memorandum are to remain in full force and effect upon adoption of the MOU by the City Council through June 30, 2027.

ARTICLE V - SALARY

A. Base Salary

The base salaries for represented classifications shall be as set forth in Appendix A to this MOU.

B. Compensation Adjustments

1. Effective the first full pay period following July 1, 2025, the salary range will be increased by six percent (6%) and each represented employee shall receive a base salary increase of six percent (6%).

C. Salary upon appointment

Appointments are typically made at the entry step of the salary range. The Fire Chief or City Administrator may authorize at the time of appointment placement at any step

within the salary range for individuals with experience, knowledge, skills, and/or abilities related to the classification.

D. Movement within the salary range

Individuals are eligible for advancement within the established salary step range based upon obtaining a “meets standards” or better overall rating on their annual performance evaluation. Advancement within the salary range based on performance shall not occur more than once for every twelve (12) months of service and shall be a one-step increase of five and four-tenths percent (5.4%) in pay.

E. Salary upon promotion

Every promotion from one class to a higher class shall carry a minimum increase in base salary of 5.4%. In the event a promotion is made within six (6) months of the employee’s salary anniversary date, the placement on the new range shall be at a minimum increase in base salary of 8.1% or 10.8% over the current rate. If promotion occurs less than 3 months from the last merit increase, use 8.1%. If promotion occurs when merit is due within 3 months, use 10.8%.

ARTICLE VI - EDUCATION INCENTIVE PAY

Employees covered by this agreement shall be eligible to receive the highest one of the following educational bonus payments:

REQUIREMENTS	ADDITIONAL PAY
AA Degree	2% of Base Pay
Bachelor’s Degree	4% of Base Pay
Master’s Degree or PhD	6% of Base Pay

ARTICLE VII - LONGEVITY PAY

Longevity pay shall be administered in the following manner:

1. Employees who have completed five (5) years of City Service shall receive longevity pay of four (4%) applied to the base rate of pay.
2. Employees who have completed fifteen (15) years of City Service shall receive an additional longevity pay of five (5%) (for a total of 9%) applied to the base rate of pay.

ARTICLE VIII - BILINGUAL PAY

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the

appointing authority to receive Bilingual Pay differential of \$175 a month to speak another language. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

ARTICLE IX - CERTIFICATION PAY

Unit Employees who obtain any certifications through the Office of State Fire Marshall above the level of a Firefighter II certificate, are eligible for the following pay per certificate:

- Firefighter: \$195 per month
- Fire Engineer/Patrol Engineer: \$223 per month
- Fire Captain: \$260 per month

Unit employees are eligible for maximum of two (2) certificate pays. Certification pay shall become effective the pay period following receipt by Human Resources.

ARTICLE X – EMT REQUIREMENTS

Employees shall, as a condition of employment, be required to maintain a California EMT-1 with the County of Orange, Department of Health, Emergency Medical Services Section. In addition, employees shall demonstrate their required skill proficiency at intervals not to exceed 6 months. Violation of this condition of employment shall be deemed good cause for reprimand and possible dismissal. Employees who are licensed paramedics within the State of California shall be deemed to meet this requirement. Employees shall be solely responsible for ensuring that their EMT-1 licenses are renewed prior to expiration, and the City will reimburse employee for any renewal fees. Employees who allow their licenses to expire will not be allowed to provide patient care and may be reassigned to other duties until their license is renewed. Employees must provide the City with a copy of their valid and current EMT-1 licenses which the City will keep on file in the employee's personnel records. Continuing education requirements and training to maintain an EMT-1 license shall be provided by the City, while the employee is on-duty.

ARTICLE XI - OVERTIME

Definition

For non-exempt full-time employees, overtime shall be defined as all hours actually worked or deemed worked in excess of one hundred and eighty-two (182) hours in a twenty-four (24) consecutive day work period. All overtime must be pre-approved by the Fire Chief or designee.

Compensation

Any employee who works overtime shall be compensated at FLSA premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay including any applicable special rate supplement or locality payment.

Payment

Payment for overtime premiums shall be made in the pay period containing the end of the FLSA work period to allow for the computation of overtime to be determined.

Calculating Time

Hours worked shall be tracked in increments of quarter hour increments. Time worked under 8 minutes shall be deemed *de minimus*. Time worked of 8 minutes or more shall be rounded up to the next quarter hour.

Compensatory Time

1. Unit employees may accrue Compensatory Time Off (CTO) in lieu of payment for working overtime per the definition above in Section A. No employee may accrue greater than 96 hours of CTO at any one time.
2. Unit employees who are promoted to another classification will be paid for accrued CTO at their regular rate of pay prior to promotion.
3. Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

Need to fill a Shift

When there is a need to fill a shift or a partial shift, the following steps must be followed:

	Captains	Engineers	Firefighters
Step 1	Offer to Captain	Offer to Engineers,	Offer to Firefighter
Step 2	Offer to Actor	Offer to Actor	Offer to Engineer
Step 3	Captain Mandate	Offer to Captain	Firefighter Mandate
Step 4	N/A	Engineer Mandate,	N/A

ARTICLE XII - HOURS WORKED/WORK SCHEDULE

Work Period

In accordance with the provisions of the Fair Labor Standards Act (FLSA), the work period consists of twenty-four (24) consecutive days. The City declares a 7(k) exemption under the FLSA. Paid leaves, including but not limited to AHW, PTO, holiday in lieu and bereavement, are not considered hours worked.

1. Effective the full pay period after this contract is ratified by City Council, employees in the unit work an 18-day FLSA work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Per the 18-day work period, overtime shall be compensated at time and one-half for the work performed in excess of one-hundred and thirty six (136) hours in the work period. Paid leave does not count as hours worked for determining eligibility. Overtime shall be pre-approved by the Fire Chief or their designee.

Work Schedules

Full-time suppression personnel will work a 48/96 schedule. Each regular shift will consist of 48 consecutive work hours, which will be followed by 96 consecutive hours off duty, unless recalled to work. The City shall maintain three (3) shifts designated as "A," "B," and "C" shifts. Patrol Engineer(s) will work a 4/12 schedule.

The Fire Chief may change/adjust station assignments and work shifts (A, B or C shift) to meet operational needs.

Initial hire probationary employees may be assigned to any station and/or work shift.

Hours of work

Each 24-hour workday begins at 0800. A work shift begins at 0800 and is complete after 48 hours of work. Shift change occurs at 0800. There are two (2) twenty-four-hour days in each shift. The Fire Chief shall have the discretion to adjust the start of a work shift as he/she sees fit to meet operational needs, subject to the duty to meet and confer.

Consecutive Hours Worked

1. There will be a ninety-six (96) consecutive hours cap on the number of hours an employee can be required to work (break in between is 24 hours), except in cases of emergency to maintain staffing levels for emergency responses. Employees may agree to voluntarily work in excess of 96 consecutive hours.
2. The Consecutive Hours cap will not apply to strike teams and hours worked while on a strike team will be managed by the State Mutual Aid Agreement.

Hours related to December 24/25 (Christmas Language)

In the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the proceeding shift (relief shift) as follows: The entire affected shift will work on December 22 and December 25, the entire relief shift will work December 23 and December 24. These changes will be considered regular workdays for the shifts and are subject to normal Fire Department practices regarding leave requests, shift trades, etc.

ARTICLE XIII - STAFFING

Placentia Fire and Life Safety Department heavy apparatus shall be constantly staffed with two (2) three-person companies supervised by one (1) Battalion Chief or Acting Battalion Chief. Reserve Firefighters may be used to staff the fourth seat on the engine, when available. Each of the two (2) 3-person companies shall consist of an Engine or Quint staffed by full-time personnel in the following ranks:

- 1 Captain
- 1 Engineer
- 1 Firefighter

In addition to the staffing outlined above, the City shall staff a second firefighter assigned to Station 2. That firefighter may be used as a 4th person on the apparatus assigned to the Station or as the 3rd person on another engine if the firefighter absence is caused by a call-out with less than 48 hours' notice, to avoid a mandate, or to fill a long-term vacancy. If the second firefighter is absent when assigned to Station 2, it shall be at the Fire Chief's discretion whether to fill that position on an overtime basis.

This language does not convey a guaranteed minimum staffing of four people per apparatus.

ARTICLE XIV - ACTING ASSIGNMENTS

Employees may volunteer to act in a higher classification provided the employee has completed the actor's task book in the previous three (3) years or has passed the examination and is on the eligibility list for the higher classification. The Fire Chief may assign an actor to act in a higher classification when there is a long-term absence (anticipated to last 90 days or longer). Employees may not act in a higher classification when there is a permanent vacancy and a promotional list for the higher classification exists. Employees shall be paid at the bottom step of the acting class or at a step that provides the employee a minimum of a five percent (5%) increase in their compensation, whichever is greater. The acting assignment shall end at the discretion of the City, but in no event longer than six months. An individual may serve in an acting capacity for up to 12-months only if there is a vacancy occasioned by a long-term injury or illness, the injured employee remains employed by the City and there is no other employee willing and qualified to serve in the acting capacity.

ARTICLE XV – SHIFT TRADES

- A. Exchanges of time (aka shift trades) count as hours worked for the employee whose shift was worked, not for the employee who worked the shift.
- B. Employees may have the ability to trade shifts with their colleagues at the same rank subject to the following conditions:
 - 1. The practice of shift trading shall be voluntary on the part of each employee.
 - 2. The Battalion Chief may review and determine whether to approve or deny the shift trade. However, denials are not subject to being grieved.
 - 3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
 - 4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.
 - 5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift

shall have AHW Leave deducted. For example, if Employee A agrees to work the shift for Employee B and prior to the shift, Employee A calls in sick and does not work the shift, Employee A's AHW Leave is deducted and Employee B gets credit for the shift. If no AHW leave is available, PTO hours will be used.

ARTICLE XVI - MUTUAL AID

Staffing for State Mutual Aid will be determined as provided on a case-by-case basis by the Fire Chief or designee.

ARTICLE XVII - LEAVES

A. Alternative Health & Wellness

Employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of said leave.

AHW hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Employees must notify the Battalion Chief a minimum of four (4) hours prior to the beginning of their shift, if possible. Employees who call in sick must utilize all available AHW leave for the duration of their sickness and may not use any other type of leave unless the employee's AHW leave is exhausted.

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of two (2) or more consecutive working shifts days during which AHW leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 2 consecutive workdays, no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours. The AHW hours have no cash value during employment or upon termination of employment.

Employees receive up to ninety-six (96) hours of AHW leave effective the first pay period in July, as long as the AHW bank does not exceed 192 hours.

New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

Employees in active service as of July 1st will receive \$250 with the first paycheck in July each year.

In addition to the \$250, employees who use thirteen (13) hours of leave or less of AHW leave during a fiscal year (between July 1 -June 30) will be given \$1,000 with the first pay check following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave.

In addition to the \$250, employees who use more than thirteen (13) hours but twenty-six (26) hours of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first pay check following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave.

B. Bereavement Leave

Upon the death of an immediate family member, 48/96 and 4/12 employees may use up to forty-eight (48) hours of paid bereavement leave in a consecutive twelve-month period and 4/10 employees may use up to forty (40) hours of paid bereavement leave in a consecutive twelve-month period beginning from the date the leave first begins. For bereavement leave purposes, immediate family members include spouse, registered domestic partner, parent, parent-in-law, sister/sister-in-law, brother/brother-in-law, child, stepchild, and foster child as well as grandparent and grandchild.

C. Personal Time Off (PTO)

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

1. PTO accrues on a per pay period basis as follows:

YEARS OF SERVICE	ANNUAL ACCRUAL
Upon Hire – completion of five (5) years of service	120 hours
Beginning of sixth year – completion of seven (7) years of service	140 hours
Beginning of eight (8) years to completion of ten (10) years of service	160 hours
After completion of ten (10) years of service	180 hours

Effective July 1, 2025, PTO shall accrue on a per pay period basis as follows:

Years of Service	Accumulation Rate	Maximum Accumulation
Upon Hire – completion of five (5) years of service	5.54	144 hours
Beginning of sixth year – completion of seven (7) years of service	6.46	168 hours
Beginning of eight (8) years to completion of ten (10) years of service	7.38	192 hours
After completion of ten (10) years of service	8.69	226 hours

Effective July 1, 2026, PTO shall accrue on a per pay period basis as follows:

Years of Service	Accumulation Rate	Maximum Accumulation
Upon Hire – completion of five (5) years of service	6.46	168 hours
Beginning of sixth year – completion of seven (7) years of service	7.54	196 hours
Beginning of eight (8) years to completion of ten (10) years of service	8.62	224 hours
After completion of ten (10) years of service	9.69	252 hours

2. Partial PTO Leave Accrual

Should an employee have paid hours less than their normally required full-time scheduled hours on any pay period, PTO accrual is pro-rated based on the number of paid hours.

3. PTO Maximum Accrual

Employees may accumulate up to a maximum of two hundred sixty (260) hours. Once an employee reaches the maximum, no additional PTO will accrue until the accrual bank is below the maximum.

- a. Effective July 1, 2025, the maximum accrual rate will increase to three hundred sixty (360) hours.

4. Accrual Balance Upon Appointment

Upon appointment to a classification covered by this compensation resolution, the City Administrator may authorize a beginning PTO level above zero.

4. PTO Use

- a. PTO may be used following the completion of six (6) months of City service.
- b. PTO will be requested through and subject to approval by the employees' Battalion Chief. Requests for PTO use should be provided as far in advance as feasible, but generally with at least two (2) weeks' notice.
- c. Employees must comply with department policy regarding scheduling and use of PTO.
- d. Should a request to use PTO be denied, and the nature of the request is for a protected leave under the law, the employee is expected to seek assistance from Human Resources to facilitate approval of the leave. PTO will be reviewed and approved by the Fire Chief or their designee.
- e. Vacations will be pre-scheduled a minimum of three months in advance.

5. PTO Cash Out

To be eligible for Leave Cash Out, employee must utilize 40 hours of PTO in the preceding twelve months.

An employee may irrevocably elect to receive payment for PTO as follows:

- a. The employee submits a completed PTO Leave Cash Out Election form (provided by Payroll) by December 15th to elect to receive a cash payment for PTO hours that was accrued during that calendar year.
- b. The election for cash out is limited to one-hundred and fifty (150) hours of accrued and unused PTO.
- c. The irrevocable election request is to receive cash payment for the number of hours elected at the base hourly rate of pay.
- d. Payment for the PTO cash out will occur with the first paycheck paid in December of the following calendar year.
- e. At the time of the cash out, the balance of PTO once the cash out is made must be at least forty-eight (48) hours. Should the balance fall below forty-eight (48) hours, the amount of cash out will be adjusted to provide a cash out that results in a PTO balance of forty-eight (48) hours. Should fewer than ninety-six (96) hours be accrued at the time of cash out, no payment for PTO will be made to the employee.

6. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

7. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the base hourly rate of pay with the final paycheck upon separation from City service.

Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Holidays

1. Unit employees shall not be entitled to leave on designated holidays.
2. Employees in the Fire service work without regard to holidays. No additional compensation is provided for working on holidays.
3. If an employee is scheduled to work on a holiday, they are not entitled to use PTO.
4. Unit employees shall be granted 120 hours of holiday in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their base rate of pay.
5. Holiday leave will be prorated upon hire.

E. Holiday Closure

Effective January 1, 2026, unit employees will no longer accrue holiday closure leave. Effective January 1, 2026, the salary range will be increased by two percent (2%) and each represented employee shall receive a base salary increase of two percent (2%).

F. Jury Duty

Employees who are summoned for jury duty on a regularly scheduled work day will be compensated with paid jury duty service of up to eleven (11) hours per day. Employees released from jury service shall return to work immediately to complete their shift. Employees must submit proof of jury duty service upon completion of the service.

G. Leave of Absence Without Pay

The City Administrator may grant a leave of absence without pay for up to one year at their sole discretion. The denial of a request for an unpaid leave of absence is not subject to any grievance or appeal process.

The unpaid leave of absence in this section would be for a leave of absence that is not covered under any law or other City policy. An employee must exhaust all accrued leave prior to being eligible for an approved leave of absence without pay. An employee, who fails to return to work from a leave of absence without pay, may be subject to termination from employment.

During any unpaid leave of absence, employees will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.

H. Military Leave

Military leave is provided pursuant to the provisions of the State of California and federal law.

I. Workers' Compensation Leave

Safety employees are eligible for leave benefits pursuant to Labor Code 4850.

J. Modified Duty/Return to Work Program

All injured employees shall adhere to the City's Modified Duty/Return to Work Program

ARTICLE XVIII - BENEFITS

A. Insurance and Benefit Plans

1. Medical

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2025, the minimum contribution is: \$159.00/month
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00/month.
- For coverage effective January 1, 2027, the minimum contribution is TBD.

The City shall provide employees with contributions that, including the CalPERS statutory minimum, are as follows:

Effective July 1, 2025:

The City shall pay up to 100% of the plan selected, up to a maximum of:

- \$735 per month for employee only
- \$1,542 per month for employee+1
- \$1,972 per month for employee+2

Effective January 1, 2026:

The City shall pay up to 100% of the plan selected, up to a maximum of:

- \$744 per month for employee only
- \$1,623 per month for employee+1
- \$2,076 per month for employee+2

Employees may select any available CalPERS benefit plan. Should an employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.

2. MEDICAL OPT OUT

- a. Employees who opt out of the CalPERS medical plan will receive \$400 per month.
- b. To receive the opt out cash, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and their tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. City and Association representative(s) agree to participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for unit employees.

3. Dental

Employees (and eligible dependents) may elect to enroll at City expense in a dental plan offered by the City. City will provide a choice between an HMO plan (California Dental) or PPO Plan (Principal Dental) to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan. The selection of dental plan provider and coverage is at the City's sole discretion.

4. Vision

The City will enroll employees and eligible dependents in a vision plan. The vision plan premium is paid by the City. The selection of vision plan provider and level of coverage is at the City's sole discretion.

5. Life Insurance

The City provides a life insurance benefit in the amount of one times the employee's annual salary, rounded to the next \$1,000 with a maximum of \$150,000 if coverage for employees, and \$1,000 for spouse and children over the age of six (6) months. The premium for life insurance is paid by the City. The selection of life insurance plan provider and level of coverage is at the City's sole discretion.

6. Short Term and Long-Term Disability

The City offers a short-term and long-term disability plan. The premiums for both plans are paid by the City. Coverage levels, eligibility requirements, and benefit payments are maintained in the plan document maintained in Human Resources. The selection of the plan provider and level of coverage is at the City's sole discretion.

7. Section 125 Flexible Spending Accounts

The City offers medical and/or dependent care flexible spending accounts. Participation in one or both plans is voluntary and funded by the employee.

B. Retirement

1. The City does not participate in Social Security. The City provides a defined contribution plan for employees. Retirement age is 50 years. Employer contributions to the plan are ten percent (10%) of base pay. Compensation defined as base pay excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs, and any other ad hoc pay.
 - a. Effective July 1, 2025, the employer contribution on behalf of each participant shall increase from 10% to 11% of base pay.
 - b. Effective July 1, 2026, the employer contribution on behalf of each participant shall increase from 11% to 12% of base pay.
2. Employees become 100% vested in the plan upon completion of their fourth anniversary of employment with the City or age 50, whichever comes first. Should the employee separate from service prior to their fourth anniversary all retirement benefit contributions made by the City on their behalf will be returned to the City. No employee contributions are required.
3. The City retains sole discretion in selecting the plan provider. Details on plan provisions are in the plan document.

C. Deferred Compensation Plan

Employees may participate in a 457(b) deferred compensation program by electing to contribute pre-tax earnings to the plan subject to annual plan limits.

D. Tuition Reimbursement

The City shall reimburse an employee seventy-five percent (75%) of the actual cost of books and tuition for a course given by an accredited public and private institution at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided such course directly pertains to the employee's present duties and/or pertains to the next step toward promotion in their field of endeavor; further provided that a written request must be submitted and approved by their department head and the City Administrator prior to the date of the first meeting of the course; further provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the employee is responsible for reimbursement of that cost. The City may cap the amount of the tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed in a first-come, first-served basis, subject to the annual cap.

ARTICLE XIX - PROBATIONARY PERIOD

A. New Hires

1. Employees hired or appointed as an entry level full-time firefighter will serve a twelve (12) month probationary period.
2. Lateral employees who have completed one or more years in the fire service in the rank of full-time firefighter or above will serve a twelve (12) month probationary period.
3. The City Administrator or their designee may establish a one-time six (6) month extension when an employee fails to satisfactorily meet the expectations of their probation. If probation is extended, the employee shall be informed in writing of the extension prior to the expiration of the initial probationary period.
4. During the probationary period, an employee may be rejected at any time by the Fire Chief or City Administrator without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the probationer and a copy filed with Human Resources.
5. The Fire Department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status. The Fire Department shall also give a copy to the employee and file the original with the Human Resources Division before the probationer's permanent status date.

B. Promotional

Employees on promotional probation shall be subject to a 12-month probationary period. An employee's probation may be extended at the discretion of the City by up to 180 days, by providing the employee written notice of the extension. Upon completion of the probationary period (12 months, or up to 18 months if extended) the employee shall be deemed permanent in the promoted rank. Employees who are rejected on promotional probation, shall be reinstated to the rank held immediately before their promotion.

ARTICLE XX - PERSONNEL FILES

- A. Employees may review their own personnel and/or administrative file, including their background investigation insofar as may be required by then-controlling law, provided reasonable notice by written request is made to the City.
- B. The Employee shall make an appointment with Human Resources to review their administrative/personnel files at least one working day in advance and the City shall honor their request under normal conditions.
- C. Material derogatory to an Employee's conduct, service, character, or personality shall not be entered in an Employee's personnel or administrative file unless the Employee is notified and given an opportunity to review and comment thereon. The Employee shall be given a copy of the material on request. The Employee shall acknowledge that he/she has read and does not necessarily indicate agreement with its contents.
- D. Any Employee wishing to review their file while on duty under the provisions of this section shall first notify their supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval but may set reasonable time limits and schedules so as not to adversely affect City operations. The employee need not notify their supervisor if this review is not done on duty.
- E. Letters of reprimand shall remain in personnel files for a period of two (2) years. After two (2) years the employee may petition letters of reprimand for removal unless a similar incident has occurred during that time. Cumulative letters for the same type of incident shall remain for two (2) years after the date of the last letter of reprimand. Any removal is at the sole discretion of the City and shall not be eligible for grievance.
- F. All other disciplinary actions and documents shall remain in personnel files for four (4) years. After four (4) years, the employee may petition disciplinary actions and documents for removal unless a similar incident has occurred during that time. Cumulative disciplinary actions and/or other documents for the same type of incident shall remain for four (4) years from the date of the last disciplinary action and/or documentation. Any removal is at the sole discretion of the City and shall not be eligible for grievance.
- G. In all situations related to past and current disciplinary items, it shall be the

responsibility of the employee to petition for the removal of said items to the Fire Chief or designee.

ARTICLE XXII - UNIFORMS

A. Initial Issue of Uniforms

The City shall provide an initial issue of 3 sets of Class B uniforms to each employee 1 name plate (last name only), 1 pair of station boots, 4 Physical training shorts, 6 short sleeve t-shirts and 4 long sleeve t-shirts. The City shall provide each new employee, upon completion of their original probation period a Class A uniform. Upon promotion, the City will provide any needed updates to the Class A uniform. Maintenance and replacement due to normal wear and tear of the Class A and B uniforms shall be the responsibility of the City.

B. Safety gear

The City will provide and maintain the following safety gear, to include, at a minimum, the following:

- 2 turnout coats
- 1 pair of structure boots
- 2 pairs of turnout pants
- 2 pairs of suspenders
- 2 pairs of structure gloves
- 1 pair of work gloves
- 1 structure helmet
- 1 pair of goggles
- 2 hoods
- 1 pair of safety boots
- 1 pair of medical safety glasses
- 2 wildland coats
- 3 pairs of uniform brush pants (replaced if damaged)
- 1 pair of raingear pants
- 1 raingear jacket (parka and parka lining)

ARTICLE XXII - PHYSICAL FITNESS

The City acknowledges the importance of physical fitness. One hour per day for physical fitness on duty will be authorized, provided, however, employees are responsible to complete daily duties and assignments. Physical fitness while on duty may only take place at the fire station and not at a gym or other private location; however, employees may be permitted to go on a run in the immediate surrounding area of the station, such that response times are not delayed. If the Fire Association obtains pre-approval from the City Administrator or their designee to purchase exercise equipment, the City will contribute, up to, 50% of the cost of the exercise equipment. Workout equipment and physical fitness shall not impede the operations of the fire station(s).

ARTICLE XXIII - ANNUAL VOLUNTARY PHYSICAL FITNESS ASSESSMENT

Results of employee's Annual Physical Fitness Assessment program through Santa Ana College (or any subsequent provider) shall be confidential and no medical information shall be transmitted to the City without the employee's consent or lawful court order.

ARTICLE XXIX – USE OF TOBACCO

All employees shall not smoke, vape, or use any tobacco products (including vaping and e-cigarettes) at any time while on duty or off duty.

ARTICLE XXX - SUBSTANCE ABUSE

- A. It is the responsibility of all employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. Employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, its employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- C. The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be presently under the influence of drugs or alcohol to submit to a drug or alcohol screening examination on City time and at the City's expense. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee for violating the terms of this Section.
- D. Marijuana use is strictly prohibited by all Fire Department personnel.

ARTICLE XXXI - FITNESS FOR DUTY

- A. Employees must be physically and mentally fit to perform the duties of the job in order to instill public confidence in the fire service. It is equally important that the dignity and rights of all personnel be respected and followed in the administration of fitness for duty examinations.
- B. The Fire Chief or designee, in consultation with Human Resources may determine that an employee who demonstrates behavior or performance that calls into question his or her fitness for duty may be required to submit to a physical or psychological fitness for duty examination.

- C. When a fitness for duty exam is ordered the employee will be presented a written statement containing the facts that were used to make this decision. The medical provider who performs the fitness for duty exam will be provided with the documentation detailing the performance and behavior issues as well as a job description. An employee administratively relieved from duty pending a fitness exam shall be placed on paid administrative leave until the results of the examination are known to the Chief, and Director of Human Resources.
- D. When the results of the examination indicate that the employee is fit to perform the regular duties of the position, the employee shall be returned to work on his or her next regular work shift.
- E. When the results of the examination indicate the employee is not fit for duty, the employee will be placed on leave. An employee with no unused, accrued leave may be placed in an unpaid status.
- F. The employee may request, or if there is a possibility that the cause is based on a work-related issue, the employee will be offered, a DWC1. Determination of the compensability of the claim will be made following standard workers' compensation procedures.
- G. If the results of the examination indicate that the employee is fit for duty with limitations, in accordance with ADA and FEHA, the City and the employee will meet in an interactive process to determine whether the employee's limitations can be reasonably accommodated, and the employee returned to work. If there is no reasonable accommodation that can be made, the employee shall be treated as though unfit for duty.
- H. Exams: The cost of the examination shall be borne by the City. An employee shall be paid for all time spent in the exam, including travel to and from the exam.

ARTICLE XXXII – GRIEVANCE PROCEDURE

A. Purpose

The provisions of this Section shall in no way apply to the "meet-and-confer" process.

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.

3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment, or any other action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards a solution. A unit employee who has a problem or complaint should first try to get it settled through discussion with their immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with their supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1)

The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. The initial written grievance should contain the name of the grievant, the name of the grievant's representative, if any, identification of nature of the grievance and any rule, regulation or MOU provision alleged to be violated, the remedy requested and any other information to assist in resolving the grievance. If the unit employee does not agree with their supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Fire Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of their supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.

2. Department Review (Step 2)

The Fire Chief receiving the grievance, or their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Fire Chief (or designee) shall render their decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Fire Chief, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the Fire Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.

3. City Administrator Review (Step 3)

The City Administrator shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their representative may be permitted to use a reasonable amount of work time, as determined by the Fire Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding

arbitration any grievance which has not been resolved to their satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties their decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties, work rules, Department Policies and/or Personnel Rules. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California. Further, the Hearing Officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds beyond those already contemplated in the MOU, work rules, department policies, personnel rules or existing state or federal laws, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically

provided for in the MOU, Personnel Rules, or any resolutions, ordinances, work rules, practices or policies adopted by the City. The Hearing Officer shall not have the authority to require the City to perform any other action that would violate state or federal laws.

All expenses of arbitration shall be borne equally by the parties.

ARTICLE XXXIII – DISCIPLINARY APPEAL PROCEDURE

A. Standards of Conduct

All employees are expected to adhere to standards of reasonable and prudent conduct.

B. Applicability of Discipline

Disciplinary action may be taken against any non-elected employee of the City.

C. Discretion in Disciplinary Action

The City Administrator, Director of Human Resources, Fire Chief, or designee can exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.

D. Permitted Disciplinary Action

Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Memorandum
- Written reprimand
- Suspension
- Reduction in salary
- Demotion
- Dismissal
- Elimination of ability to do/request shift trades

E. Non-Disciplinary Actions

An employee being considered for any discipline shall be insured due process when appropriate through pre-disciplinary measures described in this section and pursuant to the Firefighters' Procedural Bill of Right Act.

1. Oral Admonishment

Oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior. Oral admonishments may not be appealed. No documentation of an oral admonishment shall appear in the

employee's personnel file and any such documentation will be destroyed on the employee's anniversary date.

2. Directive Memorandum

It informs the employee how to complete a task and directs the employee to perform correctly in the future. It can also be used to give general direction to more than one employee. Issuance of a directive memorandum may not be appealed. A directive memorandum shall not appear in the employee's personnel file and will be destroyed on the employee's anniversary date.

F. Disciplinary Action

Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date, and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all materials upon which the discipline is based. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person with or without a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

1. Written Reprimand

A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within thirty (30) calendar days from date of receiving the memorandum and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

2. Suspension Without Pay

When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Fire Chief or their designee may impose suspension without pay of up to 10 shifts. Such suspension shall occur only after the notice of intent to suspend is issued. The employee will have appeal rights as indicated in employee response section of this contract.

3. Reduction In Salary

When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are

inadequate or have proved ineffective, the Fire Chief or their designee may impose a reduction in salary. The reduction in salary shall be to a lower step in the employee's pay range and for a maximum of 12 months, following which the employee will be eligible for a merit step increase to the next higher step. The employee will have appeal rights as indicated in employee response section of this contract.

4. Dismissal

When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the City's interests, or for other good cause, the Fire Chief or their designee shall have the right to dismiss the employee. Any action of dismissal shall be taken only in compliance with the notice procedures. The employee will have appeal rights as indicated in employee response section of this contract.

G. Employee Response for Disciplinary Actions

An employee is entitled to a reasonable time, generally (15) calendar days from date of notice, to respond to a notice of proposed discipline. Should an employee respond, the Fire Chief shall consider the response in reaching a decision on the proposed disciplinary action. If the event the Fire Chief has a conflict of interest, they shall recuse themselves from the discipline process and the pre-disciplinary response shall be delegated to another individual who shall make the final decision. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The Fire Chief or their designee may grant an extension of time to respond to the proposed discipline.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make a representation the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Fire Chief or their designee. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations should new information be presented. If new charges result from the investigation, the employee shall be given another opportunity to respond.

H. The Disciplinary Response

The Fire Chief, or, in the case of a conflict of interest, the designee, shall provide a written answer to an employee's pre-disciplinary response at the earliest practical date, not to exceed fifteen (15) calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief or their designee. The answer shall inform the employee if the proposed discipline has

been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein.

Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be included in the answer. The effective date of discipline shall be included in the answer.

I. Appeal of Department Disciplinary Actions

Any employee may appeal imposition of discipline within fifteen (15) calendar days after the receipt by the employee of the Disciplinary Response from the Chief or their designee. Appeals from discipline shall be in writing and delivered to the City Administrator or designee. Appeals shall be conducted pursuant to the Grievance procedure, above, by an arbitrator mutually selected by the parties by agreement or through the striking process. Each party shall bear their own costs of representation. All expenses shall be borne equally by the parties.

SIGNATURES

FOR THE CITY:

Jennifer Lampman
City Administrator

Rosanna Ramirez
Deputy City Administrator

Alice Burnett
Director of Human Resources

FOR PFA:

Robert M. Wexler, Attorney
Rains Lucia Ster St. Phalle & Silver

Scott Ferguson
PFA President

Branden Smith
PFA Vice President

Lucas Dochmaschewsky
PFA Secretary

John Zamora
PFA Treasurer

APPENDIX A - JOB CLASS AND SALARY SCHEDULE

PLACENTIA FIREFIGHTERS' ASSOCIATION (PFA)

Effective July 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
FIREFIGHTER	25.49	6,185.57	74,226.88	26.86	6,518.03	78,216.32	28.31	6,869.89	82,438.72	29.85	7,243.60	86,923.20	31.46	7,634.29	91,611.52
FIRE ENGINEER	29.00	7,037.33	84,448.00	30.56	7,415.89	88,990.72	32.21	7,816.29	93,795.52	33.96	8,240.96	98,891.52	35.79	8,685.04	104,220.48
FIRE CAPTAIN	33.79	8,199.71	98,396.48	35.62	8,643.79	103,725.44	37.55	9,112.13	109,345.60	39.57	9,602.32	115,227.84	41.70	10,119.20	121,430.40

Effective January 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual									
FIREFIGHTER	26.00	6,309.33	75,712.00	27.40	6,649.07	79,788.80	28.88	7,008.21	84,098.56	30.45	7,389.20	88,670.40	32.09	7,787.17	93,446.08
FIRE ENGINEER	29.58	7,178.08	86,136.96	31.17	7,563.92	90,767.04	32.85	7,971.60	95,659.20	34.64	8,405.97	100,871.68	36.51	8,859.76	106,317.12
FIRE CAPTAIN	34.47	8,364.72	100,376.64	36.33	8,816.08	105,792.96	38.30	9,294.13	111,529.60	40.36	9,794.03	117,528.32	42.53	10,320.61	123,847.36

Monthly and Annual Salary are only approximate rates based on the Hourly conversion



Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: October 21, 2025

Submitted by: Crystal Adams

From: Fire and Life Safety Department

Subject:

PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT 2023-2025 BIENNIAL REPORT

Financial Impact:

Fiscal Impact:

There is no fiscal impact to receive and file the Biennial Report.

Recommendation:

Recommended Action: It is recommended that the City Council:
Receive and file.

Strategic Plan Statement:

This item is consistent with the City Council approved Five Year Strategic Goal 2: Ensure that Public Safety Continues to be a High Priority, under Objective 2.3: Maintain operation readiness and provide full-services during a disaster.

Discussion:

The Fire Department has completed a Biennial Report for 2023-2025. The Report gathers information about departmental activity throughout the year and is a produced publication that summarizes statistics, updates, and Department highlights occurring throughout the past two years. This Report is produced for the public to relay information about the Department's performance, accomplishments, and organizational changes. The Report in its entirety will be posted to the City's website.

Fiscal Impact Summary:

There is no fiscal impact to receive and file the Biennial Report.

Attachments

[Placentia Fire & Life Safety Biennial Report.pdf](#)

[Fire PPT_102125.pdf](#)



PLACENTIA FIRE & LIFE SAFETY

2023-2025 BIENNIAL REPORT



MESSAGE FROM THE CHIEF

To the Placentia Community,
As we close another two years of service, I am honored to present this biennial report, which highlights our activities, progress, and challenges over the past two years and coincides with the Placentia Fire and Life Safety Department's five-year anniversary.

During the last two years, we saw the full implementation of our Community Risk Reduction (CRR) Division under the direction of the Fire Marshal. CRR is committed to fire code compliance and helps mitigate and prevent potential hazards before they become emergencies. As part of this effort, we also welcomed a full-time Fire Inspector dedicated to business and new construction inspections, ensuring our community continues to develop with safety as a top priority.

In addition to serving Placentia, our Department proudly participated in the California Fire and Rescue Mutual Aid System, deploying firefighters as single resources to support fire suppression efforts across the state. These deployments not only provided critical aid to communities during wildfire season but also gave our personnel valuable experience and training in large-scale incident management.

As we reflect on the first five years of service, I am filled with pride in what we've accomplished and gratitude for the trust you've placed in us. We remain committed to continuous improvement and to building a department that reflects the strength, diversity, and values of our community.

Thank you for your continued support. We look forward to serving you in the years ahead with the same dedication and integrity that have defined our work since day one.

With respect and gratitude,

Jason Dobine
Fire Chief



MOTTO

"E Pluribus Unum"
(Out of Many; One)

VISION STATEMENT

The men and women of the Placentia Fire & Life Safety Department are dedicated to progressive training, forward thinking, and a commitment to excellence, so that we may continue to lead the way in providing for life safety and property conservation.

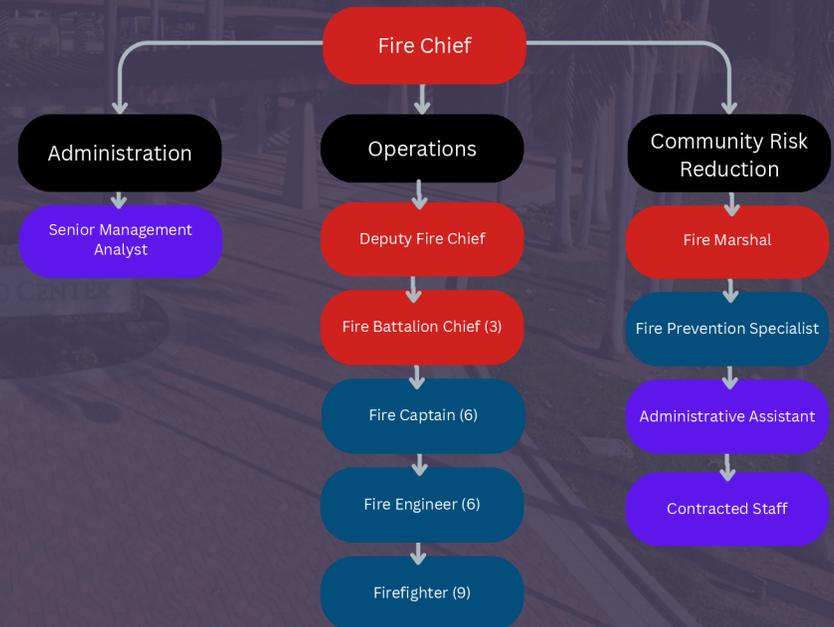
VALUES

Dedication to Serve, Courage to Act, Ability to Perform

PURPOSE STATEMENT

We show up, connect, and engage with our community.

ORGANIZATIONAL CHART





PLACENTIA FIRE & LIFE SAFETY

2023-2025 BIENNIAL REPORT



FIRE CALLS

1,310 
Alarm / Service Calls

14 
Single Resource Assignments

520 
Traffic Collisions

360 
Fire Calls (Structure, Vegetation, Vehicle, other outside fires)

539 
Mutual Aid Requests into Neighboring Jurisdictions

184 
Other Calls

EMS CALLS

261 
Psychiatric, Abnormal Behavior, Overdose & Poisoning

1,277 
Falls

579 
Chest Pain & Cardiac Arrest

373 
Bleeding / Traumatic Injuries

185 
Stroke

2,020 
Other Calls (Assault, Choking, Burns, Diabetic Problems)

2,389 
Breathing & Sick Person

637 
Unconscious / Unknown

COMMUNITY RISK REDUCTION HIGHLIGHTS

1,107 
New Construction Routine, State Mandated Inspections

Over 280 
Plan Reviews

Over 280 
Engine Company Inspections

\$220,000 
CRR Generated Revenue

NOTABLE EVENTS

CLYDE'S HOT CHICKEN FIRE: On November 26, 2023, crews arrived at 1478 Kraemer Boulevard, observing heavy white smoke, and after investigation, upgraded the incident to a working structure fire. Battalion 1 took over the incident, and additional backup was provided by Anaheim, Brea, and Fullerton. With swift action, crews successfully entered the structure and achieved knockdown within 15 minutes. Ultimately, the crews were able to contain the fire to the single unit, preventing damage to the rest of the adjoining units in the shopping center.

STRUCTURE FIRE: On November 24, 2024, crews responded to a possible structure fire in the 1200 block of Hacienda. The first fire crew arrived within three minutes of dispatch and found a two-story, single-family residence with smoke and fire showing from the roof. The fire was upgraded to a working assignment. Fire units from Anaheim, Brea, and Fullerton assisted Placentia Fire & Life Safety with the extinguishment of the fire. The home was not occupied by residents at the time of the fire, and there were no reported injuries to civilians or firefighters.

RESCUE: On May 20, 2024, crews were dispatched to a potentially life-threatening incident involving smoke emanating from a storm drain near Orangethorpe Avenue and the northbound 57 freeway onramp. Initial reports suggested the presence of individuals possibly trapped within the storm drain, prompting the urgent addition of paramedics and emergency transport to the scene. The crew from Engine 1 arrived and quickly confirmed a trapped victim. Utilizing a New York Hook—a tool typically used to breach ceilings—they opened a manhole cover over the victim's location and extended the hook down to the trapped female. With coordinated effort and teamwork, the crew, alongside a Placentia Police Officer, successfully hoisted the victim out of the manhole. The female victim was promptly transferred to a hospital for evaluation and was later discharged.



City of Placentia



Placentia Fire and Life Safety Update **July 1, 2023 – June 30, 2025**

October 21, 2025

Command Staff



Jason Dobine,
Fire Chief



Api Weinert,
Deputy Fire Chief



Amanda Horner,
Fire Marshal



Michael Finnerty,
Battalion Chief



Anthony Davis,
Battalion Chief



Cody Roesti,
Battalion Chief



Call Summary

- July 1, 2023 – June 30, 2025
 - 10,645 Calls for Service
 - 2,924 Fire Calls
 - 7,721 EMS Calls
- Average Response Time:
 - Fire: 0:06:56
 - EMS: 0:04:54



Fire Calls

- **July 1, 2023 – June 30, 2025:
2,924 Calls**
 - Fire Calls – 360
 - Traffic Collisions – 520
 - Alarms / Service Calls – 1,310
 - Mutual Aid – 539
 - Single Resource Assignments: 14
 - Other Calls - 181



EMS Calls

- **July 1, 2023 – June 30, 2025:
7,721 Calls**
 - Breathing & Sick Person – 2,389
 - Falls – 1,277
 - Chest Pain / Cardiac Arrest – 579
 - Bleeding / Traumatic Injuries – 373
 - Stroke – 185
 - Psychiatric / Abnormal, Overdose,
Poisoning – 261



Single Resource Deployments

- Sent personnel on 14 assignments across California in 2024
 - RADO, HEQBT, IMCMT, EMT
- Received state reimbursements totaling over \$272,600
 - Offsetting overtime, supplies, travel, and fleet expenses
 - Netting over \$100,000 to the General Fund



Notable Events

- Clyde's Hot Chicken Fire – November 26, 2024
 - Structure fire
 - Mutual Aid from Anaheim, Brea, and Fullerton
 - Knockdown within 15 minutes
 - Avoided spread of fire to adjoining businesses
 - Damage repairs took five months and Clyde's reopened in April 2025



Notable Events

- Confined Space Rescue
 - Reports of woman trapped in storm drain during fire
 - Utilizing a New York Hook, crews hoisted the woman out to safety through a manhole
 - Responding crew recognized by Orange County Business Council in September 2024



The Placentia Fire and Life Safety Model

2020 to 2025



The Beginning

- June 4, 2019: Council voted to create the Fire and Life Safety Department
- Immediate actions:
 - Purchase apparatus/equipment
 - Hire and train personnel



Fire Academy

- May 2020
 - Peak COVID
 - Gomez Center
 - El Dorado High School
 - No outside agency help



Department Training

Original Program for All Personnel	Current Updates	Notes
City will adhere to CA State Fire Training mandatory training requirements	Original budget was \$35K, now increased to \$175K, first live burn in 2024	Schedule additional live burns, rent NorthNet for practical trainings
City will join California Firefighters Joint Apprentice Committee (CFJAC) to secure additional training funds	Participate in the Santa Ana College (SAC) program	Earned \$13,500 last FY
Meet NFPA firefighter, fire inspector, and fire officer standards	Suppression personnel are not actively receiving inspector training, but train to meet other standards	
Training in fire prevention, inspections, fire code enforcement, public education, customer service	Received basic inspection instructions and began engine company inspections in 2024 under direction of Fire Marshal	We have hired a Fire Prevention Specialist to take on these responsibilities
City will connect with regional fire training center for fire ground training	Secured NorthNet training agreement in 2021	Training may only occur one crew at a time, or when backfilled with OT

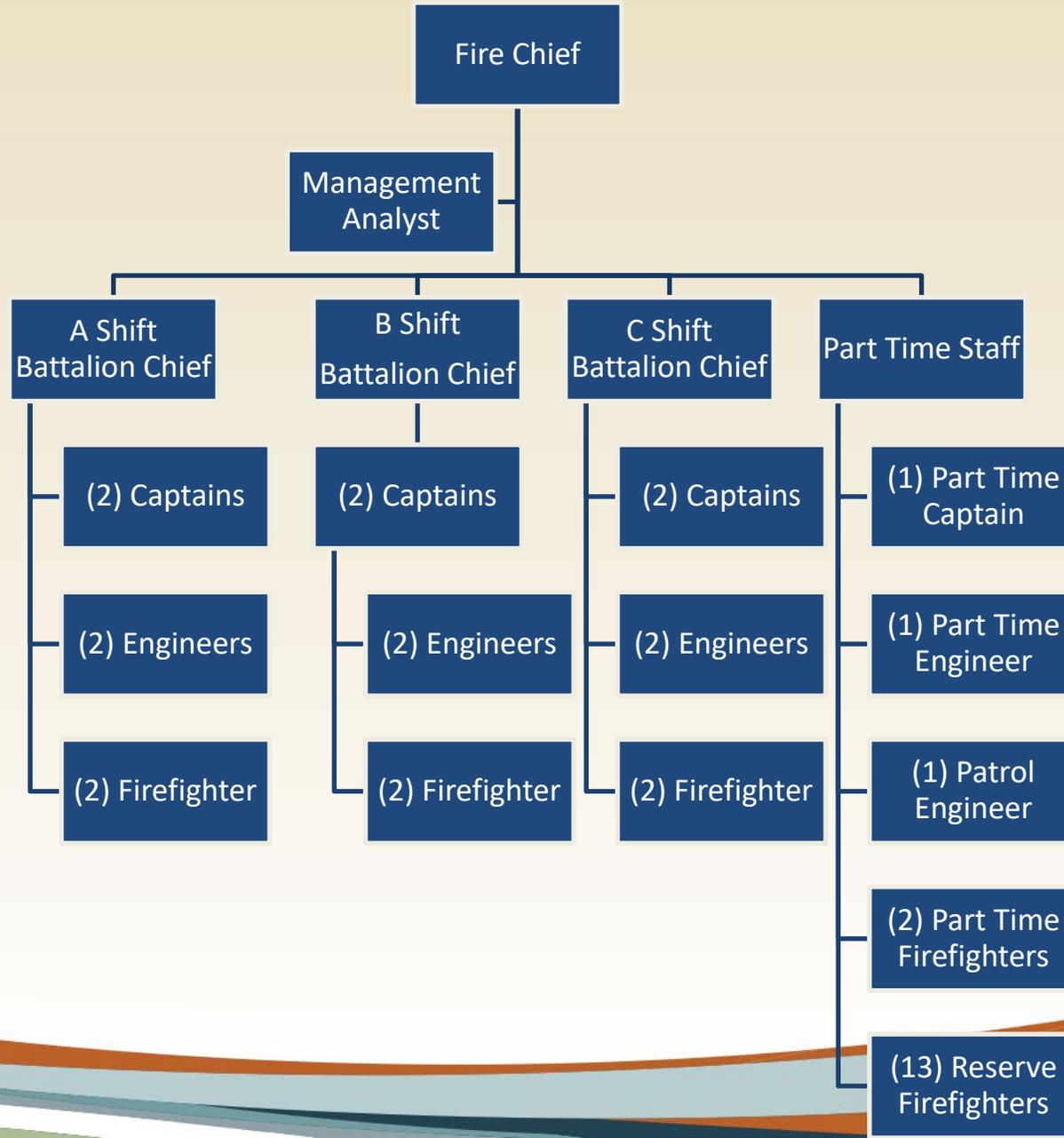
Rank	Original Program for Personnel	Current Program	Notes
Battalion Chief	N/A	SFT Chief Officer, ICS 400, STEN	Determine if training occurs in-house across shifts, or if OT is paid to take courses
Captain	Obtain NFPA Fire Officer II, Fire Instructor, and Fire Inspector certificates	Obtain & maintain SFT Fire Officer, CICCIS Engine Boss, ICS 200 & 300,	
Engineer	Obtain NFPA Driver Operator, Fire Inspector, Hazardous Materials Operations, Urban Search and Rescue, swift water rescue, high/low angle rescue, confined space, auto extrication	Obtain & maintain ICS 200, SFT Driver Operator	
Firefighter	Obtain NFPA Firefighter II, Fire Inspector, Hazardous Materials Operations, Urban Search and Rescue, swift water rescue, high/low angle rescue, confined space rescue, auto extrication	Obtain & maintain FFI, FFII	
Reserve FF	Have completed CA State Fire Marshal approved academy, work toward FF I and FF II certifications	Participates in on-duty trainings within City limits	

Staffing

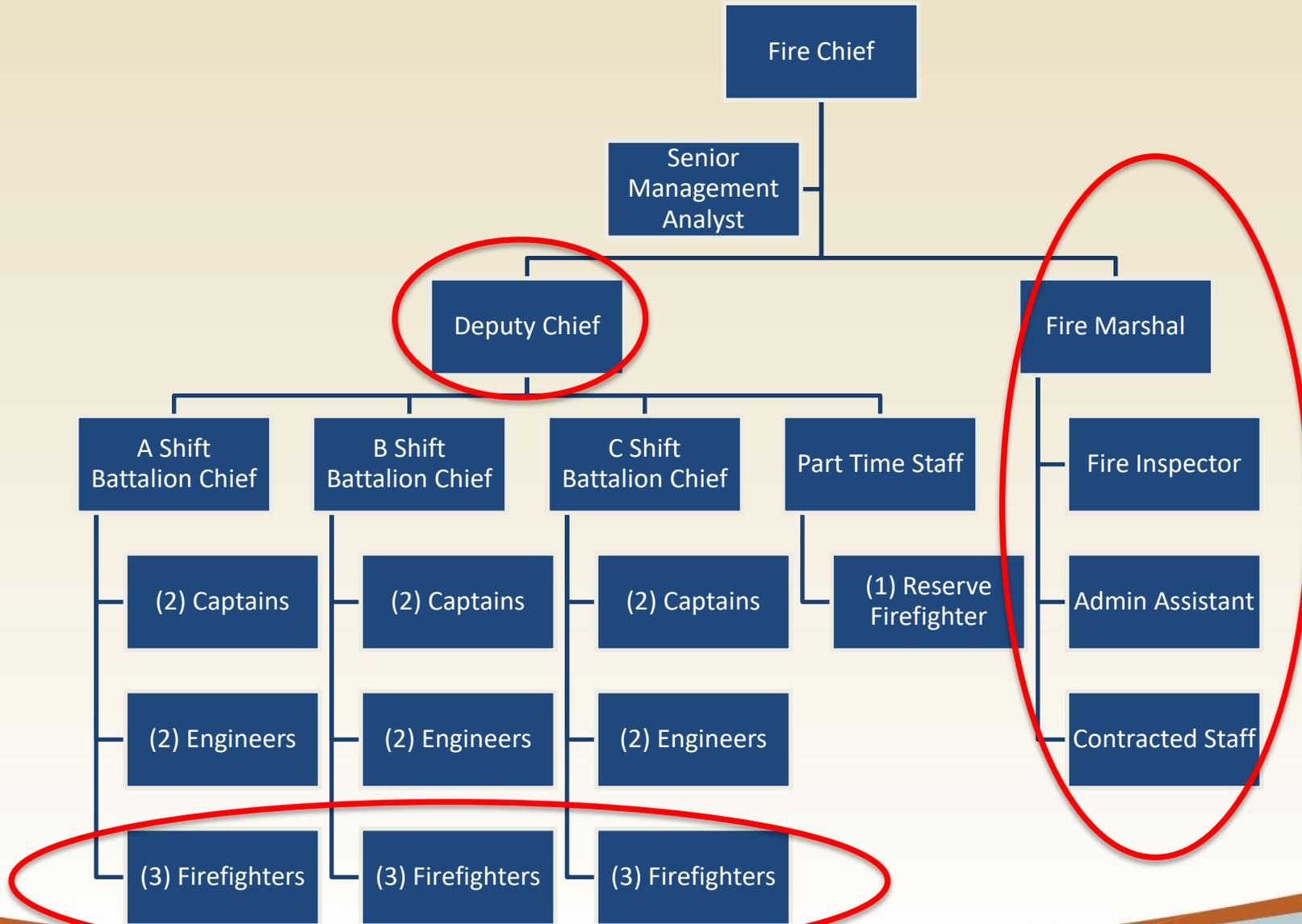
Apparatus	Proposed Model	Current Model
E1	<ul style="list-style-type: none"> (1) Captain (1) Engineer (1) FT Firefighter (1) Reserve FF 	<ul style="list-style-type: none"> (1) Captain (1) Engineer (1) FT Firefighter (1) Reserve FF (If available)
T2	<ul style="list-style-type: none"> (1) Captain (1) Engineer (1) FT Firefighter (1) Reserve FF 	<ul style="list-style-type: none"> (1) Captain (1) Engineer (1) FT Firefighter
PPAT	<ul style="list-style-type: none"> (1) PT Captain AND (1) PT Engineer OR (1) Reserve Firefighter 	<ul style="list-style-type: none"> (1) FT Firefighter
E2 (Reserve Engine)	<ul style="list-style-type: none"> Unstaffed 	<ul style="list-style-type: none"> Unstaffed



Org Chart on July 1, 2020



Org Chart on July 1, 2025



Expanding the Department

Original Proposal

- Administration
 - Fire Chief
 - Management Analyst
- Operations
 - FT Battalion Chiefs, Captains, Engineers, Firefighters
 - Part Time Firefighters
 - Reserve Firefighters

Current Model

- Administration
 - Fire Chief
 - Deputy Fire Chief
 - Senior Management Analyst
- Operations
 - FT Battalion Chiefs, Captains, Engineers, Firefighters
 - Reserve Firefighter
- Community Risk Reduction
 - Fire Marshal
 - Fire Inspector
 - Administrative Assistant
 - Contracted Staff



Lessons Learned

Part-Time and Reserve Firefighters



Placentia Recruitment Timeline

- Recruitment opens for one month
- Interviews over two days by department personnel
- Background checks / ordering uniforms – up to six months
- Department Academy
 - Location
 - Staff
 - Apparatus



Original Onboarding Costs

Item	Cost
Recruitment (Flying position, interviews, etc.)	In House
Background Check	\$1,800
Medical Clearance	\$600
DOT Physical	\$100
Uniform/PPE	\$4,200
TOTAL PER PERSON	\$6,700

- Each person is issued the following equipment upon hire:
 - (1) set of duty uniforms (boots, shirt, pants, belt, buckle, nameplate, jacket, PT shirt, PT shorts, raincoat, hemming)
 - (1) set of turnouts, structure boots, gloves, helmet, shield, hood
 - Used turnouts, would need to be custom tailored
 - (1) brush coat and pair of pants
 - (1) gear bag



Updated PT/Reserve Onboarding Costs

Item	Original Costs	Current Costs	Notes
Recruitment (Flying position, interviews, etc.)	In House	In House	
Background Check	\$1,800	\$1,800	<i>Can take up to six months to clear backgrounds</i>
Medical Clearance	\$600	\$709	
DOT Physical	\$100	\$120	
Uniform/PPE	\$4,200	\$1,000*	<i>Assuming that only tailoring is needed. Mandated 3rd Party Annual Inspection and Cleaning.</i>
3-Day Mini Academy	\$0	\$5,500	<i>OT for Staffing, Rental/Equip. Fees</i>
Live Burn	\$0	\$18,000	<i>Part Time / Reserve Testing for IDLH</i>
TOTAL PER PERSON	\$6,700	\$3,904	

*Total Estimated Cost: \$78,080
Est. Cost per person: \$3,904 (with 20 hires)*



Retention

- Hired 30 Reserve Firefighters since 2020
- 22 reserves resigned
 - Most within nine months of hiring
 - Due to accepting full-time positions elsewhere
- 7 reserves hired into full-time Placentia positions
 - 1 has resigned
- 1 current Reserve Firefighter
 - Hired March 2023
 - Worked (75) 24-hour shifts in the last year
 - Does not participate in IDLH
- No current Part-Time Firefighters



Part Time / Reserve Fiscal Impact

- **\$236,400** on onboarding Reserve Firefighters
 - This fiscal year, we have spent less than \$4,000 on stipends
- Over **\$226,100** has been spent on Reserves that have resigned
 - Out of 30 reserves, we had 22 resign - resulting in a 76% attrition rate
- In FY 23/24 – we had one (1) part time firefighter
 - 12 hour shift each Saturday
 - Salary Cost last FY: >\$12,000



Additional Financial Considerations

- PPE expiration dates
 - As early as 2026
- Budgeting for replacement apparatus and equipment
 - Everything purchased in 2020
 - Annual certification for turnouts
- Budgeting for ongoing training
 - Certificates and succession planning

PPE	# in Inventory
Turnout Coat	11
Turnout Pants	11
Used Turnout Sets	16
Flash Hoods (Used)	16
Structure Helmet	6
Structure Gloves	18
Wildland Coat	9



The Risk a Reserve/PT FF Takes

- Worker's Compensation
 - Entitled to compensation related to their rate
 - \$50/day for reserves, \$24.36/hr. for part time
- Most reserves/part time personnel have additional jobs
 - Ambulance Operator, private sector, student
- This creates a risk to personnel if they are injured and unable to work at their primary employer



Required Training

- Assumption: 3-day Academy for Reserve/PT FF
 - Forgo other employment for the minimal Department stipend
- Department Costs:
 - OT for personnel to operate academy
 - Facility Rental/Supply Fees
 - On-site consumable training supplies
 - Purchase additional equipment dedicated specifically for training purposes
 - To not remove tools from front-line apparatus



Additional Considerations

- Reserve Firefighter programs have decreased across the state and have been replaced with AO programs
- Most applicants apply for Part-Time / Reserve positions until they secure full time employment
 - Serve as a training ground that benefits other agencies
- Interested applicants may not apply due to the benefits package for full time personnel
 - Will hold out for employment with another agency
- Neighboring fire agencies may bristle at the idea utilizing part-time firefighters and/or reserves to supplement our full-time personnel



Conclusion

- Onboarding costs for a Part-Time or Reserve Firefighter do not outweigh the benefits of having a Part-Time or Reserve Firefighter program.
 - A two-station department does not have the hiring demands of other departments
- The original model did not account for Department academy costs, or the required ongoing training to be IDLH compliant
 - Material costs, OT for the trainers, site rental fees
- If a part time or reserve firefighter was to be trained to enter an IDLH environment, each would need another set of turnouts
 - Additional expense of \$20,000-\$92,000



Mutual Aid



Mutual Aid Requests

Original Proposal

- Surrounding cities committed Letters of Intent to provide Auto/Mutual Aid to Placentia

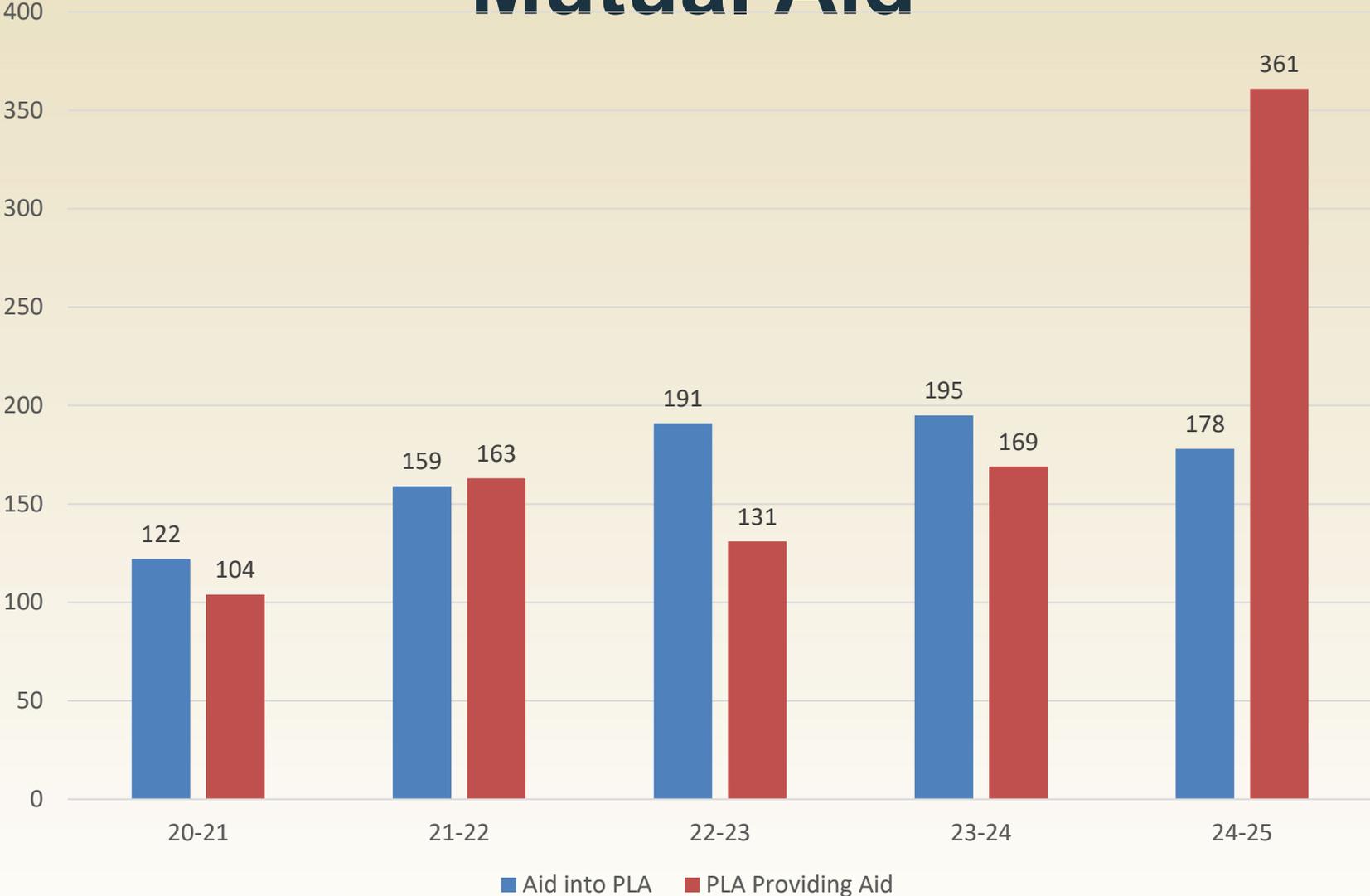
Current Model

- Placentia has not entered into any Auto/Mutual Aid Agreements with any surrounding agencies

# Times Dispatched Into Placentia	# Times Placentia Dispatched Into Jurisdiction
841	929



Mutual Aid



Community Risk Reduction

Established 2023



Community Risk Reduction

Original Proposal

- Fire Chief (also Deputy and Fire Marshal)
 - Oversee Fire Department Operations
 - Conducts required regulatory inspections for businesses and public areas
 - Building plan reviews
- Engine Companies
 - Provide robust public education focusing on CRR
 - Conducts minor required regulatory inspections for businesses and public areas

Current Model

- Fire Marshal (Hired Feb. 2023)
 - Oversees fire code compliance
 - Building plan reviews
- Fire Inspector
 - Conducts required regulatory inspections for businesses and public areas
- Administrative Assistant
 - Serves as Department first point of contact, schedules inspections, tracks CRR invoices
- Contracted Staff
 - Plan Reviews
 - Other items as assigned



Community Risk Reduction

- 1,107 inspections
 - 268 – New construction
 - 839 – State mandated, routine, compliance, etc.
- Conducted 280 plan reviews
- Generated over \$220,000 in revenues



Community Risk Reduction

- Conducted over 280 engine company inspections
 - Multi-Family dwellings, primarily apartment complexes
- Each crew provided with basic fire and life safety inspection training
- Field guides were issued for use during inspections



Community Risk Reduction

- Provided community outreach and public education at community events
 - Station Open House
 - 3rd Grade Visits
 - Easter Eggcitement
 - National Night Out
 - Trunk or Treat
- Provided resources to the community



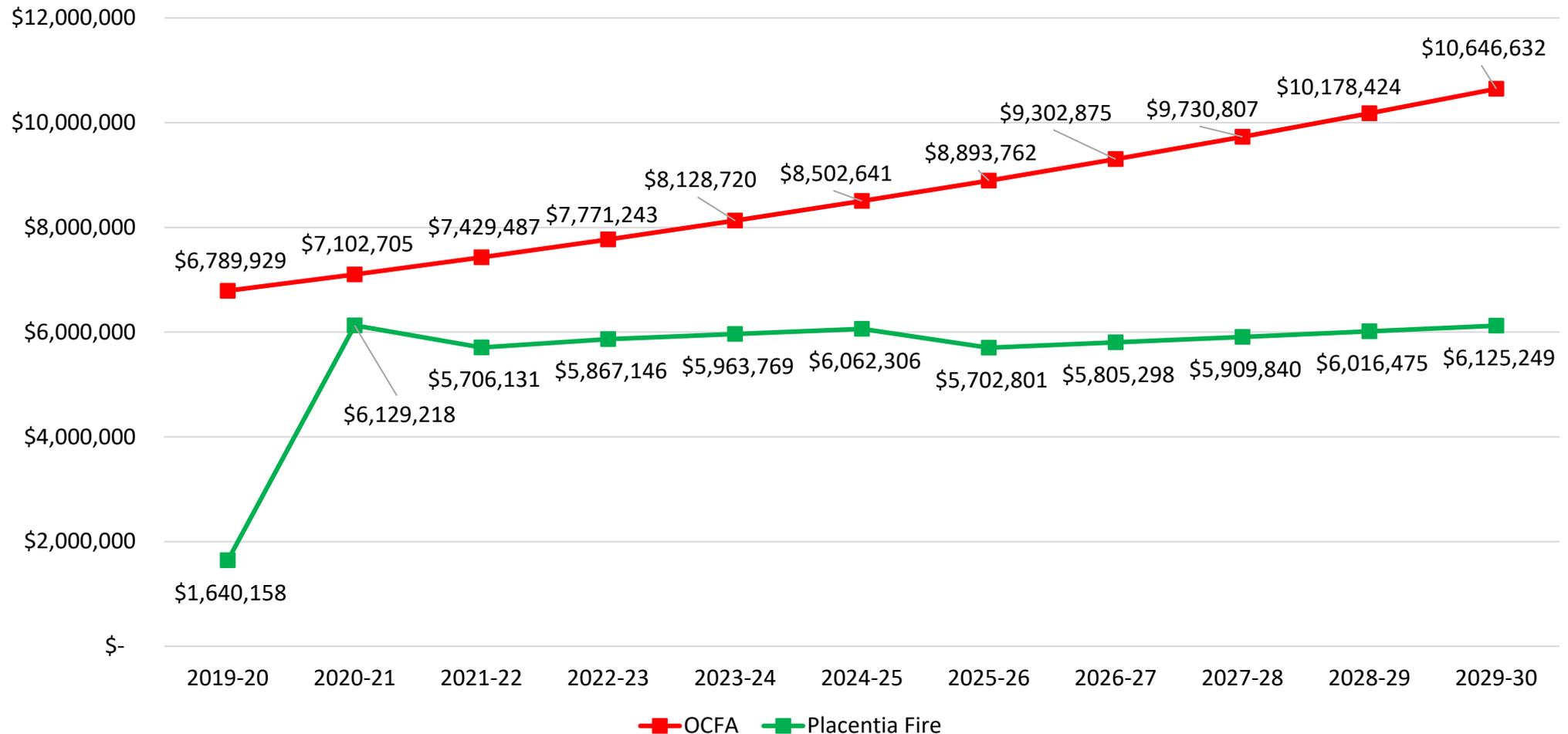
Placentia Fire and Life Safety Budget

Forecasts and Actuals

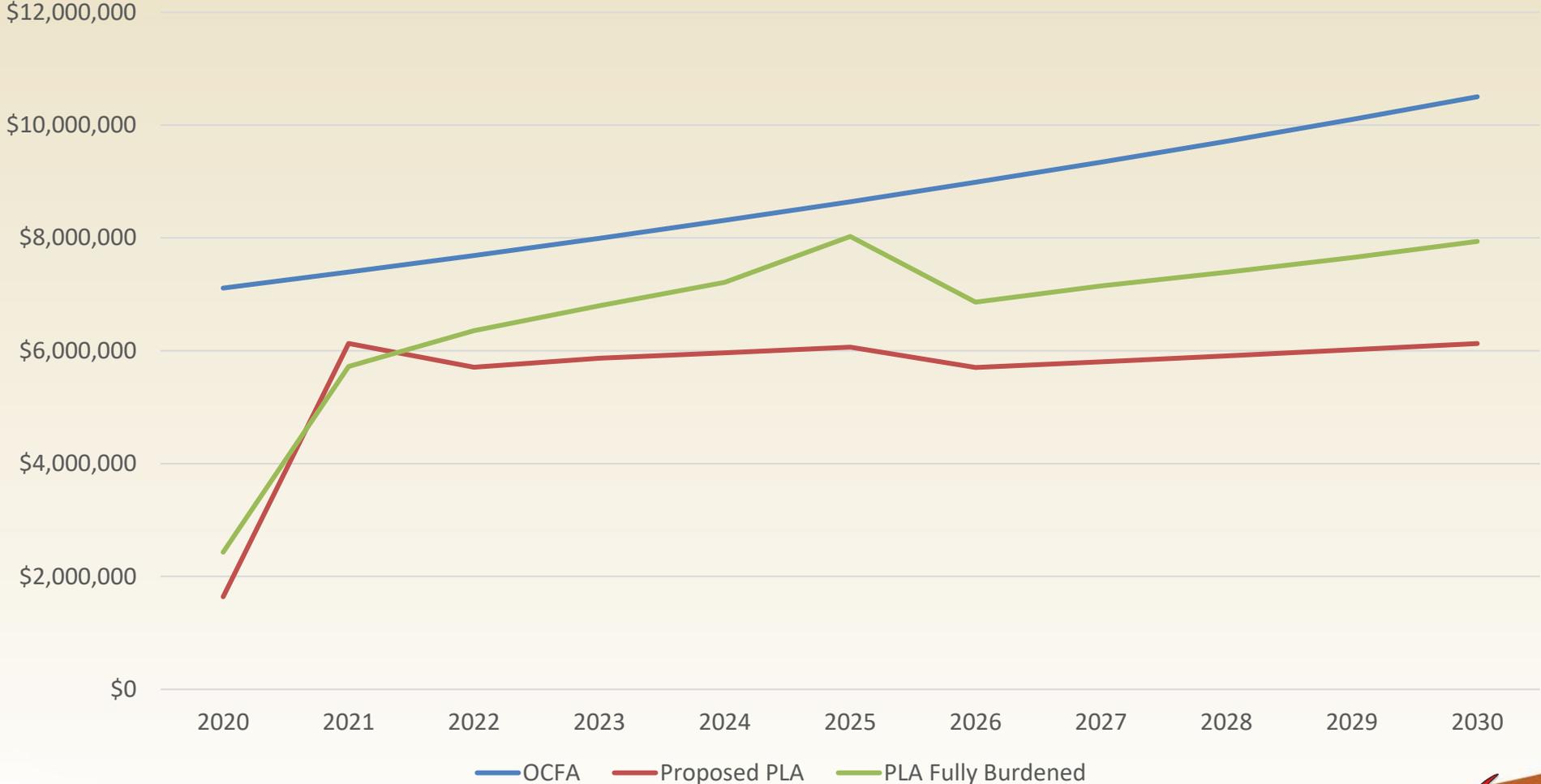


Original Proposal

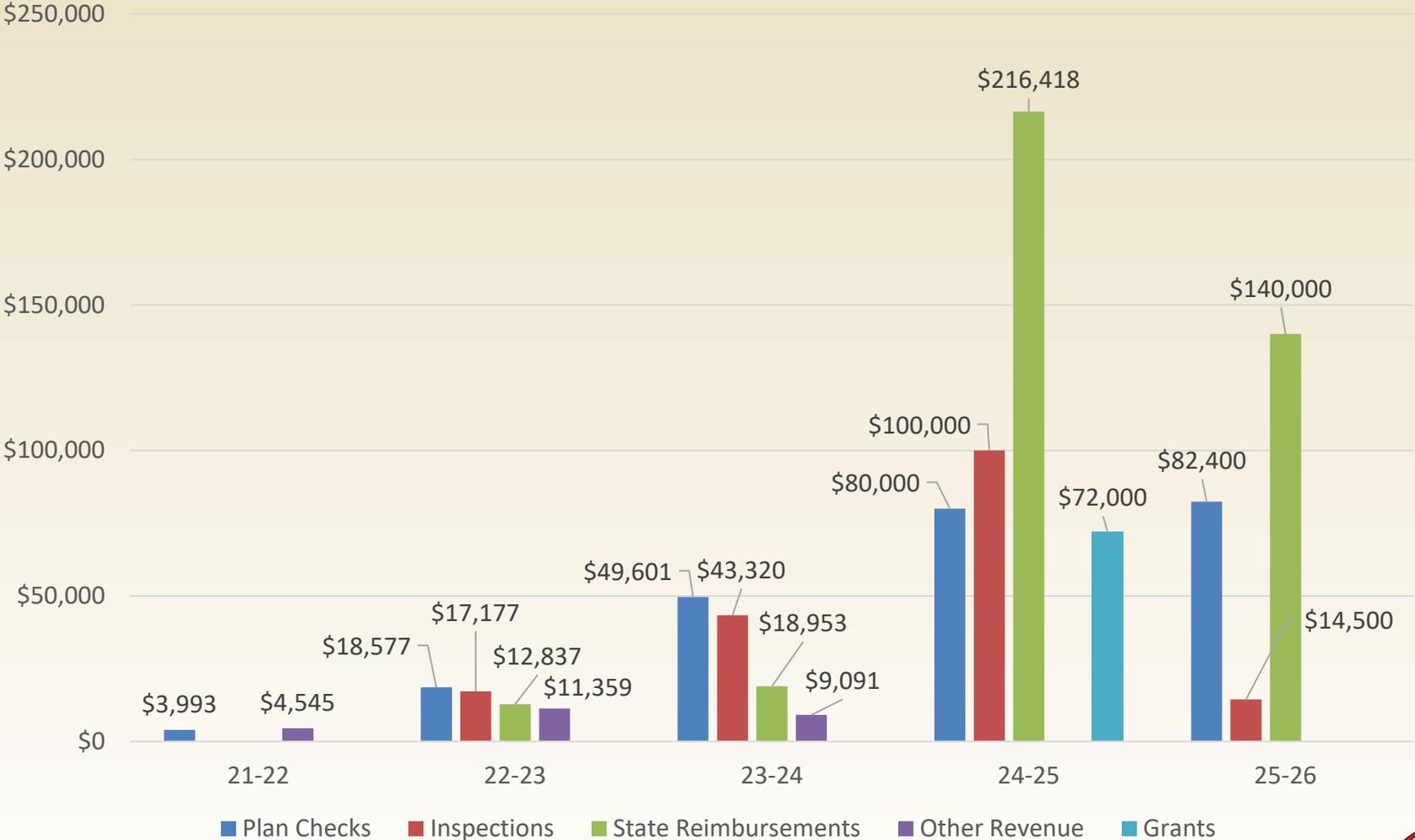
City of Placentia Fire Service Comparison: OCFA vs Placentia Fire Projections From FY 2020 to FY 2030



Proposed and Fully Burdened



Fire and Life Safety Revenues



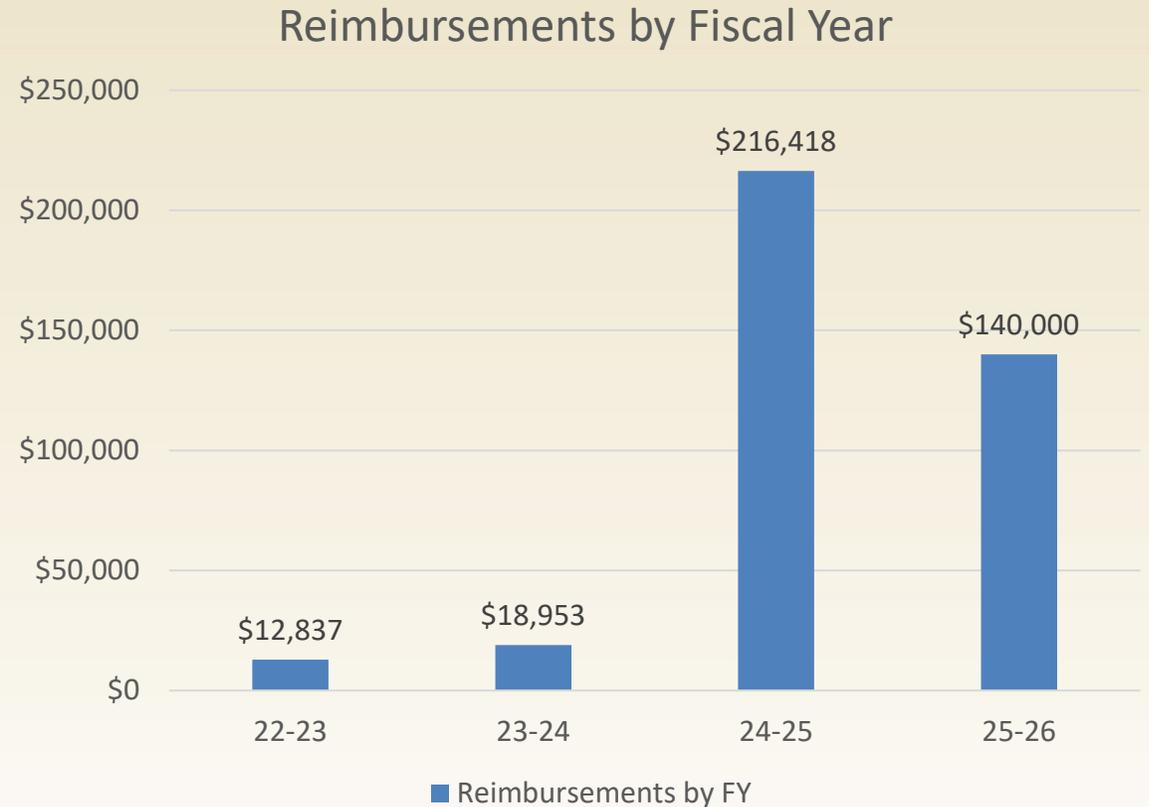
Fire and Life Safety Revenues

- Community Risk Reduction
 - Began collecting revenue in 2022
 - Fire plan reviews and business inspections
 - Used contracted provider
 - Created Fire Prevention Specialist (Inspector) position to keep revenues in-house
 - Currently recruiting for a part-time inspector



Fire and Life Safety Revenues

- First deployment in 2023
- Two-week assignments
- Reimbursements include OT for both the deployed personnel and the backfill
- Apparatus daily rate
- Administrative rate



Future Challenges

- Replacement apparatus
 - Timeline for repairs and replacements
 - Months for repairs, years to order
- Turnouts
- Equipment: SCBAs, radios, hose, chainsaws, etc.
- Station Upgrades
- New / Additional Station



Future Goals

- Standards of Cover
 - Accreditation
- Strategic Plan
 - Succession Planning



Questions & Comments

