# MEMORANDUM OF UNDERSTANDING AND AGREEMENT

FROM

**APRIL 26, 2010 THROUGH APRIL 25, 2012** 

**BETWEEN** 

THE CITY OF PASADENA

AND

PASADENA POLICE SERGEANTS ASSOCIATION

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# Memorandum of Understanding and Agreement From APRIL 26, 2010 THROUGH APRIL 25, 2012 Between CITY OF PASADENA and PASADENA POLICE SERGEANTS ASSOCIATION

#### Article 1. Preamble

- A. The Pasadena Police Sergeants Association, a recognized employee organization, and the City of Pasadena, a Public Agency, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement.
- B. It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement between the parties regarding the matters set forth herein. All present written rules covering matters within the scope of representation shall remain in full force and effect unless specifically altered by the provisions of this Memorandum of Understanding. No presently established past practices on matters within the scope of representation shall be altered unless the City has given notice and met and conferred with the Association.
- C. It has been and continues to be the case that the parties have operated in good faith. It is the desire and intent that such good faith will continue in the application of all manner of relations between the parties even when there are disagreements between them.

#### Article 2. Recognition

A. In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act of the State of California and provisions of Employer-Employee Labor Relations Resolution No. 555, the City acknowledges the PPSA as the exclusive representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in certain specified classifications in Exhibit I or as appropriately modified in accordance with the Employer-Employee Resolution. All other classes not specifically listed are excluded from representation by PPSA.

#### Article 3. <u>Term of Memorandum</u>

A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this Memorandum shall become effective on April 26, 2010. This Memorandum shall remain

- in effect through April 25, 2012. Further, the provisions of this Memorandum shall remain in effect while the parties are meeting and conferring on a successor Memorandum of Understanding.
- B. This Memorandum shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and statutory provisions of the Federal Government and the State of California in effect at the time of the execution of this Memorandum.

# Article 4. Scope

- A. It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.
- B. Except where limited by specific provisions elsewhere in this Memorandum nothing in this Memorandum shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) schedule, transfer, assign and direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; (11) require overtime; (12) exercise complete control and discretion over its organization and the technology of performing its work.
- C. The exercise of these rights does not eliminate the employee's (or their representative's) right to meet and confer over any substantive impact these decisions have on wages, hours and other terms and conditions of employment or preclude raising grievances on those matters defined in the grievance procedure hereinafter specified.
- D. It is further agreed that the designated Association officers and stewards shall be permitted to engage in contract disputes during the life of the Agreement, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and

appointed officers and stewards shall fall within one of the following categories.

- 1. Discuss with an employee a grievance or complaint;
- 2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on City time, to question visitors or non-employees of the City;
- Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
- 4. Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;
- 5. Prepare for scheduled meetings mutually agreed to by the City and the Association for conferral or other purposes.

Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated officers and other representatives will be allowed to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated Association officer or representative is representing an employee, he/she will request the permission of the immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to the duty station, the officer or representative will notify the supervisor. Upon arriving at the work place of the employee to be represented, the officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the representative is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor in charge will advise the Association officer or steward the reason why he/she cannot do so and the time when the employee will be available.

All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

# E. <u>Association Representatives</u>

The City agrees to recognize and deal with an appropriate number of officers, including Association stewards, so that each employee in the bargaining unit will have reasonable access to a representative. No officer other than the president nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Association activities, until the Director of Human Resources of the City has been notified in writing by the President of his/her selection as an official or steward. Notice of changes in the selection of officials and stewards, and their alternates, will be given whenever such changes occur.

The Association endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward of officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the Association will promptly notify the department head and the Human Resources Department of the change.

# F. <u>Bulletin Boards</u>

Space shall be provided on City bulletin boards at their present locations for posting of notices and bulletins of the following types:

- 1. Notices of recreational, social affairs, and related business news;
- 2. Notices of elections; provided that this shall not include campaign material;
- 3. Notices of appointments and results of elections;
- 4. Notices of meetings;
- 5. Constitution, by-laws, and proposed amendments thereto.
- 6. Such other notices as may be mutually agreed upon.

All materials posted on bulletin boards shall indicate the date the material was posted and have the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Association. It must be clearly understood that such

material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such.

In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin boards shall be submitted to the Police Chief at the time of their posting. Any false or misleading statement posted is cause for loss of use of notification procedures on City property. In the event objectionable material is posted, the City representative will so inform the Association, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

The Association shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the Association whenever the City removes such bulletin boards.

# Article 5. Non-discrimination

- A. The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, medical condition, physical or mental handicap, national origin, sexual orientation, pregnancy, or political affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.
- B. All references to employees in this Memorandum designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.
- C. Consistent with Section 3502 of the California Government Code, the parties adhere to the State law which provides that:

Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually, to the extent permitted by applicable case law, in their employment relations with the Public Agency. The City and the Association agree not to interfere with this aforestated right.

# Article 6. <u>Association Security</u>

A. Upon proper authorization from the employee the City shall deduct Association dues from employee paychecks.

The Association shall indemnify and hold harmless the City, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.

B. Employees may withdraw, revoke or cancel Association membership upon written notification to the Human Resources Department during the months of April and October of any year.

#### Article 7. No Strike

- A. The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this Memorandum the parties agree not to conduct strike or lockout activities.
- B. Under no conditions or circumstances will the Association or any of its members individually or collectively cause, sanction, honor or engage in any strike, sympathy strike, sit-down, stay-in, sick-out or slow-down, or in any curtailment of work or restriction of production or service.

#### Article 8. Modification Clause

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved and implemented by the City Council.

### Article 9. Savings Clause

Should any part of this Memorandum be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental administrative tribunal or boards, such invalidation shall not affect the remaining portions of this Memorandum.

# Article 10. Impasse

In lieu of any concerted action by the Association or its members, either party may request the assistance of the State Conciliation Service in an effort to resolve the dispute. Should the dispute remain unresolved, the matter may be referred to the City Council for determination as described in the City's procedure for Resolution of Impasse.

The fees and expenses, if any, of mediators or any other impasses procedures shall be payable one-half by the City and one-half by the Association.

# Article 11. Successor Agreement

It is the intent of the City and PPSA to commence negotiations for a successor Agreement approximately 60 days prior to the expiration of this Memorandum of Understanding, or at the earliest mutually convenient date.

# Article 12. Salaries

See Exhibit I for salary steps

During the term of the 2010 - 2012 Memorandum of Understanding, the top step for Police Sergeant shall not be less than 15% above the top step for Police Corporal.

# Article 13. Gainsharing

CONCEPT: Employees have an opportunity to share in the City savings resulting from their efforts to reduce costs and improve productivity in the areas of (1) reduction of sick leave usage; (2) reduction of new claims for job-related illness or injury; and (3) reduction of preventable vehicular accidents causing damage.

Employees represented by PPSA will participate in the gainsharing program as outlined below.

The table below gives a baseline of performance measures for the three areas over a five-year rolling average. The baseline numbers will change during each year of the MOU to reflect the current 5 year rolling average.

Number of Employee s	Avg. # of Sick Hours Used	Ave. # of Lost- Time Workers' Comp. Claims	Avg. # of Preventable Vehicular Accidents
35	23	3	3

Over the past five-years rolling, employees in PPSA have used an average of 23 hours of sick leave, sustained 3 lost-time worker's comp claims, and sustained 3 preventable vehicle accidents that resulted in damage to our own vehicles or damage to a third party.

The goal of this incentive program is to reduce the number of incidents within all three categories to below their corresponding rolling five-year baseline averages. Reduction in all three categories will result in a payout to the members of PPSA based upon the following table:

Approximate Annual Savings	Percent of Value Distributed to Employees
0 - \$200,000	20%
\$200,000 - Above	40%

Payouts shall be based on the following formulas:

- A. Sick Leave Usage Actual average sick leave usage for the bargaining unit shall be compared against the current five year rolling average. For each hour of sick leave usage that is less than the five year rolling average the approximate annual savings shall be based on the then current average hourly base salary for members of the bargaining unit.
- B. Workers Compensation The number of lost time workers' compensation claims shall be compared against the current five year rolling average. For each claim below the five year rolling average the approximate annual savings shall be considered to be equal to the value of the median cost of lost time workers' compensation claims, for the latest full fiscal year for which such data is available, for members of the bargaining unit.
- C. Preventable Vehicular Accidents the number of preventable vehicular accidents shall be compared against the current five year rolling average. For each accident below the five year rolling average the approximate annual savings shall be considered to be equal to the average cost of vehicular accidents for the latest full fiscal year for which such data is available.

#### Article 14. Retirement

- A. The City shall contribute 9% of the employee's cost towards retirement for those employees who are members of the Fire and Police Retirement System of the City of Pasadena, or who are members of the PERS 3% @ 55.
- B. All such EPMC contributions made under this section shall be deemed to be member contributions under the Public Employees Retirement System (PERS) and within the meaning of Article XV, Section 1509.5 of the Pasadena City Charter, (the Fire and Police Retirement System), and shall be recoverable by the member as such.

- C. The retirement provisions shall be in accordance with existing provisions of the Pasadena City Charter, Article XV, and the provisions of the contract with the Public Employees Retirement System (PERS) to be effective August 1977.
- D. The City has amended its contract with the PERS to provide the following retirement benefits to employees in the bargaining unit:
  - 1. 3% @ 55.
  - 2. Final compensation based on the single highest year.
  - 3. Post Retirement Survivors' Allowance.
  - 4. Credit for unused sick leave option.
- E. Value of City Provided Uniforms as Compensation under PERS In accordance with PERS regulations, the City will report a uniform value of \$750 per year to PERS for compensation purposes for each employee who is provided a City uniform.
- F. Effective July 1, 2002, the City will begin reporting the value of the employer-paid member contribution as compensation to PERS (Government Code 20636) and also to the Pasadena Fire and Police Retirement System for those employees in that system.
- G. Any increased costs associated with the 3% at 55 formula shall be borne by the City.
- H. Within 60 days of the City Council's adoption of this MOU, the City will request to amend its contract with the Public Employee Retirement System (PERS) to provide the following additional benefits:
  - Pre-Retirement Optional Settlement 2 Death Benefits Section 21548.
  - 2. Fourth Level 1959 Survivor's Benefits Section 21574

These benefits shall be implemented as soon as it is administratively possible based on PERS approval of the amendment request.

#### 3%@50 Re-opener

In the event that the City and the Pasadena Police Officer's Association (PPOA) are negotiating 3% @ 50 and at the request of the Pasadena Police Sergeant's Association, the parties agree to reopen negotiations on the subject of 3% @ 50.

This re-opener language becomes null and void at the conclusion of 2009 negotiations with the PPOA on 3% @ 50.

# Article 15. Court Appearance Pay

An employee required, after an unpaid period following the end of a shift or work assignment, to be present in court in connection with the performance of their duties shall receive three (3) hours minimum compensation at the appropriate rate of pay. If an employee is required to be in court during both morning and afternoon sessions, such employee shall receive a minimum of six (6) hours of compensation at the appropriate rate of pay. An employee whose shift is extended to include court appearance time will not receive the above-referenced minimums, but will be paid for the extension of the shift at the appropriate rate.

#### Article 16. Hours of Work and Overtime

Work schedules are defined as an employee's regularly assigned hours of the day and days per week. The Department currently operates a variety of work schedules including 5-8, 3-12, 4-10 and 9-80.

- 1a. Employees assigned to the 5-8 schedule shall work days in the standard work week. Each day, from the time an employee reports for work to the conclusion of his/her regular work shift, eight and one half (8 1/2) consecutive hours shall have elapsed; eight hours of which are work time, and one-half of which shall be made available as a non-paid meal period. Meal periods shall be in accordance with administrative guidelines. When it is not possible to make available a one-half hour non-paid meal period, the employee shall receive the time and one-half rate for the one-half hour meal period.
- 1b. Employees assigned to the 3-12 schedule shall work twelve and one half (12 1/2) hour shifts. When the work load permits, up to one half hour of the work shift shall be available as a paid meal period. In addition, each employee shall work one ten (10) hour shift of which one half hour may be made available as a paid meal period each twenty eight (28) day cycle.
- 1c. The 9-80 work schedules shall consist of eight (8) nine (9) hour work days and one eight (8) hour work day within a fourteen (14) calendar payroll period (except mutually agreed to variations). The work day hours include a one hour non paid meal period.
- 1d. Employees assigned to a 4-10 schedule shall work ten and one half (10 1/2) hour shifts, ten (10) hours of which are worked time and one half hour of which shall be made available as a non paid meal period.

1e. Prior to changing the basic work schedule for any employee or group of employees (i.e. 5-8, 3-12, 4-10, 9-80, etc.) the City shall notify and upon request, meet and confer with the Association.

The City reserves the right to change employees' work shifts (i.e. starting and quitting times). Changes in work shifts shall not be made arbitrarily, but rather to meet the operational needs of the department or for other legitimate reasons. Whenever possible, at least ten calendar days notice will be provided to employees affected by a change in the normal work shift.

2a. Overtime shall be paid to individuals in the Sergeants classification as follows:

All authorized actual time worked over 40 hours on regular days off and on holiday shall be compensated by pay, or leave of absence with pay, at the rate of time and one-half, at the option of the employee. Employees may accrue up to a maximum of 120 hours of compensatory time off. In addition, overtime rules for alternative schedules, in addition to the above, shall be as follows:

## 2b. <u>3-12 Schedule</u>

The 3-12 schedules all time worked in excess of the scheduled ten (10) or twelve and one half (12 1/2) hour shift shall be paid at the time and one half rate.

#### 2c. 4-10 Schedule

All hours worked in excess of the scheduled ten and one half (10 1/2) hour shift will be paid at the time and one half rate.

#### 2d. 9-80 Schedule

All hours worked in excess of the scheduled ten (or nine) hour work shift will be paid at the time and one-half rate.

- Overtime in addition to premium rates shall not be paid for the same hours of work; and in no case will there be pyramiding or duplication of overtime pay or premium rates for identical time worked.
- 4. Subject to reasonable scheduling, minimizing callbacks and the need for special skills, the City will make a reasonable effort to equally distribute overtime work.

#### 5. Reopener

During the second year of the term of the Memorandum of Understanding and at the request of either the City or PPSA, the parties will reopen negotiations on the subject of hours of work and overtime.

#### Article 17. Special Assignment Pay

1. An employee classified as Police Sergeant shall receive \$250 per month additional compensation when assigned to motorcycle duty.

Effective the first pay period following the Council's adoption of this MOU (For subsequent years), the amount of additional compensation that a Sergeant receives when assigned to motorcycle duty shall be the same as the amount paid to police officers in the Pasadena Police Officer's Association bargaining unit.

2. Effective the first pay period following the City Council's adoption of this MOU, an employee classified as Police Sergeant who is assigned to helicopter pilot duty shall receive \$650 additional compensation per month. An employee assigned to helicopter observer duty shall receive \$250 additional compensation per month.

Effective the first pay period following the Council's adoption of this MOU (For subsequent years), the amount of additional compensation that a Sergeant receives when assigned to helicopter pilot duty and helicopter observer duty shall be the same as the amount paid to police officers in the Pasadena Police Officer's Association bargaining unit.

3. An employee classified as Police Sergeant who is assigned to the Special Enforcement Section (SES) shall receive \$150 additional compensation per month. An employee assigned to SES who is also Critical Incident Response Team Tactical Unit-qualified shall receive an additional \$100 per month, for a total of \$250 additional compensation per month.

Effective the first pay period following the Council's adoption of this MOU (For subsequent years), the amount of additional compensation that a Sergeant receives when assigned to the Special Enforcement Section or when assigned to the Special Enforcement Section and is also Critical Incident Response Team Tactical Unit-qualified shall be the same as the amount paid to police officers in the Pasadena Police Officer's Association bargaining unit.

4. A Police Sergeant who is assigned to movie detail in a non-supervisory position shall receive \$60 per hour during the term of the MOU. Employees classified as Police Sergeant assigned to a movie detail in a supervisory position shall receive \$81.60 per hour. The rate of pay for

non-supervisory movie detail for employees classified as Police Sergeants shall remain equal to that paid to members of the Pasadena Police Officers Association; the rate of pay for supervisory movie detail shall remain at the same percentage above the rate for non-supervisory work.

- 5. Employees who report for work for a Rose Bowl event shall receive time and one-half their current rate of pay for all hours worked. If a Sergeant is released from duty prior to completion of four hours work, he/she shall receive pay at the time and one-half rate for the remaining hours up to four hours. If the event is canceled with less than 24 hours notice, the employee, if scheduled to work, shall receive a four hour minimum at the straight time rate.
- 6. The Chief of Police shall have the discretion to determine specific job assignments or critical positions for which bilingual skills are needed, and to designate individual employees as bilingual communicators.

An employee who volunteers to perform as bilingual communicators on a regular and recurring basis shall receive additional compensation of \$140 per month. Prior to receiving such additional compensation, an employee will be required to pass a bilingual proficiency test.

Qualified bilingual communicators of the English and Spanish language shall initially be eligible for the bilingual compensation. Other languages may be added as the need arises.

An employee who does not volunteer as a bilingual communicator and thus is not on the published communicators list will not normally be required to perform in this capacity except in emergency situations.

7. The additional compensation under this section shall not constitute regular compensation within the meaning of the overtime provisions.

#### Article18. Prideshare II Program

The City shall maintain in effect the Prideshare II program outlined below:

Mode You Pay

<u>Solo Driver</u> Clean Air (Trip Reduction/Parking Fee) \$35.00 per month Automatic payroll deduction \$17.00 per day period.

#### Non-solo Mode Users

Qualifying participants in this program receive:

A waiver of the Clean Air/Parking Fee
Up to two work days per week of free parking.
A Guaranteed Ride Home Program in case of emergencies or unexpected supervisor approved overtime.

# 1. 2 or more person Carpool

You Receive

3 Workdays per Week Minimum

A. Personal Vehicle Use

Preferential Parking where Available FREE PARKING Ridematching FREE PARKING

City owned vehicles assigned to employees and used for carpooling are provided at the discretion of the department head. The PRIDEshare II program does not provide nor control City-owned vehicles for carpooling purposes.

2.	Bicyclist	3 Workdays per Week Minimum
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Showers & Lockers where Available FREE Bicycle Parking Facilities FREE

#### **3. Transit** 3 Workdays per Week Minimum

Bus Pass Subsidy (per Month) \$35.00

Bus Pass Remaining Balance See next page

Transit Route Planning FREE

#### **4. Vanpooler** 3 Workdays per Week Minimum

Preferential Parking FREE Ride Matching Assistance FREE

# 5. Walker <u>3 Workdays per Week Minimum</u>

# TRANSIT USERS SUBSIDY GUIDE CITY HALL, ROOM 212 - BUS PASS DISTRIBUTION HOURS: Monday through Thursday 8 to 11:30 a.m.

The new PRIDEshare II program provides a \$35 subsidy towards a transit pass. In the event an employee chooses to accept a \$35 transit subsidy, the City is authorized (as a condition of participation in the program) to charge the employees an automatic payroll deduction for the difference between the bus pass subsidy of \$35 and the actual cost as follows:

	Total	Amount	Amount
Description of	Amount	City	
Employee			
Bus Pass	of Pass	Pays	Pays

MTA Monthly Bus Pass	\$ 42	\$ 35	\$ 7
MTA Monthly Bus Pass + Zone 2	66	35	31
MTA Monthly Bus Pass + Zone 4	90	35	55
MTA Monthly Bus Pass + Zone 5	102	35	67
Foothill Pass #2	56	35	21
Foothill Pass #3	68	35	33

Another option to the payroll deduction would be check/cash payable to the City of Pasadena for the cost difference between \$35 subsidy and transit pass coast (plus a \$5 service fee).

PROCEDURE FOR OBTAINING YOUR BUS PASS (with automatic payroll deduction) will remain the same.

Bus passes can be picked up at City Hall 212, Public Works and Transportation between the 25<sup>th</sup> and the 5<sup>th</sup> of the following month (we return the unused passes to MTA and FOOTHILL TRANSIT after that date).

If you are out sick, on vacation, or have plans to be away during bus pass distribution dates, please call our office so that we can reserve a bus pass for you; otherwise, we will assume you are relinquishing your pass plus additional costs to you for that month.

If you have questions regarding transit use, route planning or schedules, please call Madelyn Robinson at extension 4586 or Judy Masuda extension 4111 and we will be happy to assist you.

# Article 19. Outside Work

The Department will not normally authorize or assign a 3-12 scheduled employee to an outside job that does not terminate at least six (6) hours prior to the start of that employees 3-12 shift.

#### Article 20. Education and Certification Pay

1. Effective September 6, 2004, an employee who is promoted to the rank of Police Sergeant will maintain existing Education and Certification Pay of \$175 for an Associates Degree.

- 2. Effective September 17, 2007, an employee classified as Police Sergeant who holds an Advanced P.O.S.T. Certificate shall receive additional compensation at the rate of \$550 per month.
- 3. Effective September 17, 2007, employees classified as Police Sergeant who hold a Supervisory P.O.S.T. Certificate shall receive additional compensation at the rate of \$650 per month.
- Effective September 17, 2007, Certification Pay for an employee holding a Supervisory P.O.S.T. Certificate and a Bachelors Degree shall increase to \$900 per month.
- 5. Additional compensation as outlined in this section shall not constitute regular compensation with the meaning of the overtime provisions, except as required under the Fair Labor Standards Act regulations.

# Article 21. Standby/On Call Pay

Employees shall be available, as designated by a written schedule approved by the Chief of Police, or his/her designee, for emergency call-out on weekends, holidays, days off or other off duty hours. Claims for standby compensation shall be made only when an employee has been assigned to standby. Standby assignments shall be made on a weekly basis. Assignments for less than one (1) week shall be compensated at one (1) hour per day.

Employees shall be compensated with seven (7) hours of compensatory time off for each week of standby duty. Standby duty requires that the officer:

- 1. Be ready to respond immediately to calls for service;
- 2. Be reachable by telephone, pager or vehicle radio;
- 3. Be en route as soon as possible, but no longer than thirty (30) minutes after receiving call.
- 4. Refrain from intoxicants or other activities which might impair the ability of the officer to perform the assigned duties.

"Standby/On-Call" duty differs from other assignments in which an employee may be equipped with a pager to facilitate contact. In those instances, employee's activities and response time/distance are not restricted; therefore, they are not eligible for emergency stand-by compensation.

When a member is off-duty and is contacted by telephone/pager by the supervisor/department because of the member's official duties, for purposes other than call-out, the member will be compensated in accordance with MOU language. Compensation will be for time actually worked, and excludes minimum call back payments when employees are not physically called back to work.

# Article 22. Vacation

Vacations provided in this section shall be taken within the time limits provided herein except when, for the efficient administration of the City, the City Manager determines that vacation leave of absence cannot be scheduled. In such event, the City Manager may authorize pay in lieu of vacation, or he/she may allow accumulation of more than one vacation period.

#### 1. Vacation Accrual and Carry-over

- (a) No vacation shall exceed two (2) vacation periods in any calendar year nor shall any employee carry over to the following calendar year more than one (1) vacation period. A "vacation period" is defined as the maximum amount of vacation provided in any calendar year. Upon written request to, and upon receipt of written approval from the department head, an employee may be permitted to carry over one (1) additional vacation period for a maximum of three (3) vacation periods to be used during a specified calendar year. Such additional vacation period shall be used during the calendar year for which it was requested.
- (b) On January 1 of each year, the provided vacation carried over by each employee, plus his/her current year's provided vacation allowance, shall be credited to the employee, based upon the schedule set forth in Subsection (3) of this section. At any time during said calendar year the employee may use said credited vacation, provided, however, all vacation shall be taken at such times as shall be approved by the head of the department in which such employee works.

#### 2. Termination

- (a) Upon termination of employment the City shall deduct from final compensation any vacation time taken in excess of the amount provided under these provisions.
- (b) Unused Vacation

Any employee who terminates shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.

#### 3. <u>Vacation-Schedule of Benefits</u>

# (a) Up to 5 years

Every regular full-time employee shall be provided prorate vacation time for each month or major fraction thereof of actual service but not more than the number of hours for each six months of such service nor the number of hours in any calendar year shown in the following schedule:

#### Maximum Hours Vacation

Working Schedule (Hours per Week)	Per 6 Mos.	<u>Per Year</u>
40	40	80

#### (b) 5 years or more

Upon completion of five years of continuous service, each employee shall be provided 120 hours vacation, with additional hours of vacation provided in accordance with the following schedule:

Upon completion of	No. of additional hours
11 years continuous service 12 years continuous service 13 years continuous service	8 16 24
14 years continuous service	32
15 Years continuous service	40

4. The maximum number of vacation hours shall be 160.

Regular employees working on a part time basis less than 40 hours per week but more than 20 hours per week for 6 months or more, shall be allowed that proportionate share of vacation allowed 40-hour employees as their actual time worked bears to 40-hours per week.

5. Employees may receive cash in lieu of up to seventy-two (72) to fifty (50) hours of accrued vacation per calendar year. Employees shall submit

their requests by December 31 of each year. Checks will be issued by the second payroll period in January of the following year, and shall be based on the employee's hourly rate at the time of the payout.

# Article 23. Holidays

1. The following days shall be observed as holidays:

January 1; the third Monday in January; the last Monday in May; July 4; the first Monday in September; the Monday or Friday closest to November 11; the fourth Thursday in November; the day following the fourth Thursday in November; December 25; and every day appointed by the City Council for a public feast, thanksgiving or holiday.

- 2. In addition to the above nine stated holidays, three days (as defined by the individual employee's assigned work schedule) of floating holiday time shall be provided to each employee, to be taken at his/her option, subject to operational considerations.
- 3. With the exception of the floating holidays, if any of the foregoing holidays falls upon a Saturday, the preceding Friday is the holiday in lieu thereof. If any of the foregoing holidays falls upon Sunday, the Monday following is the holiday in lieu thereof.
- 4. Every regular full-time employee shall be allowed a paid leave of absence equivalent to the employee's regular work day for each holiday except as provided below:
  - a. In the event of any such person's working schedule, in the opinion of the head of the department with the approval of the City Manager, will not permit such leave of absence, such person shall receive pay at the time and one-half rate for all hours worked that shift in lieu thereof.
  - b. If any holiday falls on such person's day off, he/she shall be compensated by paid leave of absence on another day, or he/she shall receive 8 hours pay at the regular straight time rate. The employee may designate his/her preference as to the method of pay, subject to the approval of the department head.
  - c. Employees scheduled to work a 9/80 work schedule shall be allowed a paid leave of absence of 9 hours on 9-hour work days, and 8 hours on 8-hour work days. Employees scheduled to work a 4/10 work schedule shall be allowed a paid leave of absence of 10 hours; employees scheduled to work a 3/12 work schedule shall be allowed a paid leave of absence of 12 hours.

#### Article 24. Sick Leave

The Sick Leave provision shall apply under the following circumstances:

- Non-industrial personal illness or injury to the employee;
- Attendance to an immediate member of the family who is seriously ill and requires the employee's presence.

#### A. Definition

Personal illness shall be defined as the necessary absence from duty of an employee because of non-industrial illness or injury. Absence authorized for medical or dental examinations shall also be chargeable to personal illness.

#### B. Procedure for Application

- 1. Every employee who is unable to report to work at his/her usual time shall either call, or have someone call, the supervisor preceding the time he/she is scheduled to report for work to explain his/her absence.
- 2. Department heads shall have the authority to approve "application for payment of wages during absence," for all employees, and may require at their discretion proper verification of illness.
- 3. Employees requesting payment of wages for four days or longer shall secure and have "application for payment of wages during absence," signed by their personal physician, osteopath, chiropractor, or Christian Science practitioner attending the employee, and present such application to the Risk Management Department before returning to work.
- 4. An eligible employee, who, while on vacation, has suffered a serious disability in excess of three days due to injury or illness requiring professional medical treatment, and who has been confined to bed or seriously restricted in mobility by their attending physician, may request, subject to departmental approval and proper verification, that their available sick leave credit be used in substitution for scheduled vacation. In order to receive this benefit, the employee shall:
  - a. Notify their department head immediately of any serious disability or confinement and not wait for their return to duty.

- b. The department head shall make a preliminary determination or investigation based on available information.
- c. If the case seems to deserve approval, the department head shall ask the employee for full written information and confirmation and send to the employee an "application for payment of wages during absence" form, so the necessary medical report and physician's signature may be obtained before the final decision is made. In lieu of the doctor's signature on the "application for payment of wages during absence," a statement from the doctor on letterhead as to the time, treatment, and extent of disability may be used and attached to the above-mentioned form on the employee's return.
- d. If the department head approves and endorses the request, he/she shall send all appropriate information with the form, "application for payment of wages during absence" to the Human Resources Department.

#### C. Sick Leave Provisions

1. Employees shall be eligible for 80 hours regular compensation for illness or injury not arising out of and in the course of their employment.

Medical or dental examinations which cannot be scheduled outside of normal working hours shall constitute occasional illness. In addition, injury to or illness of a member of an employee's immediate family which requires the employee to be absent from work, shall also constitute personal illness for the purpose of this subsection provided that such absence shall not exceed three (3) regular working days per occurrence. The Police Chief may approve additional days if deemed appropriate. Immediate family means spouse, child, parent, brother or sister, or parent of spouse.

2. In the event an employee does not use the maximum sick hours allowed during a calendar year, the unused portion shall be credited to the employee for future use. Such accumulation shall not exceed 2080 hours. The number of accumulated sick leave hours that may be used for additional retirement service credit under PERS is capped at 1200 hours.

- 3. Employees may utilize no more than one half (1/2) of their sick leave per year for the care of a sick or injured immediate family member.
- 4. On January 1 of each year, the sick leave accumulated from the schedule in paragraph "3a" above, plus the current year's sick leave allowance, shall be credited to the employee.
- 5. Persons employed on January 1, 1978, were credited with a number of sick days equal to the number of "Extended Days" and the number of Reserve Days accumulated under a previous sick leave plan, to be used as a long-term illness reserve that may be used apart from the sick leave allowance, paragraphs 3(a) (b) (c). Such reserve sick leave shall be used only in increments of 10 days or more, and satisfactory evidence of the illness or injury must be presented before those benefits shall apply. Once the reserve sick leave is used or depleted, it shall not be replaced. The reserve sick leave shall only be used at the request of the employee.

# Article 25. Leaves of Absence

# Section A. Workers' Compensation Leave

Job-Related Injury or Illness -- Any employee incapacitated by reason of an injury or illness arising out of or in the course of his/her employment shall receive, in lieu of any other compensation provided by this Memorandum, a sum which when added to the amount of temporary disability compensation, if any, under the Workers' Compensation Laws of the State of California, will result in payment to the employee a sum equal to their regular net compensation. Regular compensation is the step on the Salary Schedule which the employee is being paid on the date of the job-related illness or injury. Such payment shall commence with the first day of the approved absence and end with the termination of the temporary disability, or the termination of the approved absence, or the expiration of twelve months, whichever occurs first.

Where the approved absence is of less than twelve months' duration, and illness thereafter recurs or further treatment is necessitated in connection with the same injury or illness, the City Manager may grant additional leave of absence, subject to the limitations provided in the foregoing paragraph, but not to exceed a cumulative total of twelve months.

Provided, however, that this subsection shall not apply to any claim denied by the Division of Industrial Accidents - Workers' Compensation Appeals Board.

Whenever any peace officer represented herein is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of duty, the officer shall become entitled, regardless of the period of regular employment with the City, to leave of absence while so disabled without loss of salary, in lieu of temporary disability payments, if any, for the period of such disability but not exceeding one year, or until such earlier date as the officer is retired (service or disability), resigns, terminates (for other than industrial disability), withdraws from the retirement system or there is a termination of the temporary disability and the officer is returned to work as determined by the Director of Human Resources or retired consistent with the provisions of the Public Employees' Retirement System or the City of Pasadena Fire and Police Retirement System - whichever system is applicable to the officer under consideration.

#### Section B. Military Leave

In accordance with the guidelines contained in the Military Leaves of Absence provisions of the City of Pasadena's Manual of Personnel, Rules, Practices and Procedures, a military leave of absence may be granted to employees who are involuntarily called into active military duty as a result of a war or national emergency.

#### Section C. Maternity Leave/Reduced Work Week Schedule

For regular full time employees, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.

In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.

Employee may request that all or part of their earned sick leave, vacation time or compensatory time not be used or run out prior to the leave of absence, but remain on the books for the employee's future use upon their return to work.

#### Section D. Bereavement Leave

Employees absent from leave due to be reavement at the time of death of an immediate family member (spouse, child, step child, parent,

grandparent, brother, sister, or parent of spouse) may receive regular compensation for a maximum of three days. Three working days shall be defined as days in which the aggregate time off does not exceed three (3) times the employees regularly scheduled daily work hours. The City may provide the number of hours necessary to provide for three (3) consecutive days off, including scheduled days off. Under special circumstances, the department head may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member, as herein defined. Three days bereavement are provided separate from sick leave provisions.

#### Section E. Witness Leave

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

Witness leave shall not be granted for time spent on cases in which the employee is party to the action.

#### Section F. Jury Leave

When a regular employee is called to serve on jury duty by any court, tribunal or commission authorized to compel the attendance of such person for jury duty, the employee shall be paid his/her regular compensation and benefits during the time of service required. The employee shall pay over to the City any and all fees received for such service, except those fees allowed for mileage.

# Article 26. Rest Periods

#### 1. Rest Periods

When possible, every employee shall be provided two 15 minute rest periods per day for each period of not less than three or more than four hours. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes.

2. Rest period or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

### Article 27. Child Care Subsidy Program

Employees are eligible to participate in the Child Care Subsidy Program subject to the guidelines and parameters established by the City. Subsequent changes, if any, to the Program and/or benefit levels are at the discretion of the City.

# Article 28. Reduced Work Week

Notwithstanding any other provision of this Agreement, employees holding a full-time 40-hour per week position who, with the approval of the department head, elect to work a work week of 30 hours or more for a minimum of 6 months, shall receive full allowance for pay for time not worked and other employee benefits, except for retirement benefits, as if they worked a full-time 40-hour week. During such periods, the employees' retirement benefits and direct pay will be based on the number of hours in their reduced work week.

#### Article 29. INSURANCE

#### A. <u>Life Insurance</u>

The City will provide life insurance coverage in the amount of \$50,000 for each employee.

#### B. Dental Care Program

The City will contribute 100% of the employee premium for the Dental Care Program as provided by the City of Pasadena. In addition, effective January 1, 2011, the City will contribute up to \$85.40 per month for an employee who covers one or more dependents.

### C. <u>Health Insurance/Employee Option Benefit Fund (EOBF)</u>

Employees of this Association may participate in the Public Employees Retirement System Medical Program as provided by The City of Pasadena. The City will contribute a monthly amount towards the premium for health insurance as provided under the Public Employee Retirement System Medical Program.

In addition, effective January 1, 2011, the City shall contribute to employees who are regularly scheduled to work 30 hours or more per \$1,106.25 per month towards an Employee Option Benefit Fund, which may be used by the employees at their option to pay on the balance of their health insurance premium and/or to allocate to the employee's individual deferred compensation account. The amount of unused insurance contributions from the Employee Option Benefit Fund which may be allocated to the employees deferred compensation account shall be subject to a monthly maximum equivalent to the EOBF contribution.

Effective January 1, 2012, the City's contribution to the Employee Option Benefit Fund will be an amount equal to the premium rate of the least expensive family health plan offered to all City employees.

# D. Long Term Disability Insurance

The City will provide a long term disability plan that will provide for disability payments to employees under, at least, the following basic provisions:

- 1. Disability payments will commence on the 61st calendar day of the illness or injury.
- 2. Payments will be coordinated with deductible benefits as provided under the LTD plan, not to exceed a total of 50% of the employee's salary or a maximum of \$900 per month.
- 3. The maximum benefit period will be five years.
- 4. The City will contribute up to \$6.00 per month to the cost of the Plan.

#### E. Workers' Compensation

Workers' Compensation Insurance premiums shall be the responsibility of the City of Pasadena in accordance with the benefit schedule and ratings under California State law and resolutions and ordinances of the City of Pasadena.

# F. Retiree Health

Effective November 10, 1997, an amount equal to an additional one percent (1%) increase in base pay shall be afforded all bargaining unit classifications. The Pasadena Police Sergeants Association has opted to designate this money to a post retirement medical trust fund.

Effective May 7, 2001, an amount equal to an additional one percent (1%) increase in base salary shall be afforded to all bargaining unit classifications, to be designated by the Pasadena Police Sergeants Association for the post retirement medical trust fund.

Effective April 22, 2002, an amount equal to an additional one percent (1%) increase in base salary shall be afforded to all bargaining unit classifications, to be designated by the Pasadena Police Sergeants Association for the post retirement medical trust fund.

The Association shall be solely responsible for maintaining and allocating funds from the post retirement medical trust fund. The Association shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.

Funds diverted to the medical trust shall be considered as salary for purposes of compensation comparisons.

#### Article 30. Individual Employee Costs

#### A. <u>Tuition Reimbursement</u>

Effective upon the City Council's adoption of this MOU, employees pursuing a Bachelor of Arts degree or higher in a job-related field at an accredited college or university, shall be eligible for tuition reimbursement of up to seven hundred fifty dollars (\$750) per fiscal year. In addition, Management shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program. Upon presentation of receipts and grade cards, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable under this provision.

Eligibility for tuition reimbursement shall be in accordance with Section 4.10 of the City of Pasadena's Manual of Rules, Practices and Procedures.

# B. <u>Uniforms and Department-Issued Equipment</u>

The employee is responsible for the proper care and maintenance of uniforms and department-issued equipment. The employee must pay for and replace any uniform or department-issued equipment assigned to the employee which is lost or stolen. Except, however, where it is determined that the lost or stolen uniform and/or equipment is not the fault of the employee, the City shall replace same.

Rules and regulations for wearing of uniforms shall be set by the department. It shall be the policy of the City to replace worn or damaged uniforms for police personnel consistent with departmental guidelines.

The Department-issued equipment includes the following: service weapon, gun belt, baton and holder, mace and holder, ankle restraint and case, rain boots, holster, ammunition-loaders-case, handcuffs and case, belt keepers, rain coat, rain cap for hat, whistle, motorcycle riding breeches, motorcycle riding boots, safety helmet, flight helmet with appropriate eye protection, Nomex flight suit, and flashlight.

#### C. Body Armor

- 1. Effective immediately, safety vests will be added to the list of department issued safety equipment. Safety vests will be provided only on an as needed replacement basis for those employees already possessing a vest. Once replaced by the City to a member, the safety vests must be worn at all times when the employee is on patrol, or on another assignment where safety vests are typically worn.
- 2. A copy of the department guidelines on body armor is attached.
- 3. Reimbursement will not exceed \$720.00
- 4. All employees with only field duties are required to wear bullet resistant vests.

#### Article 31. Personal Development Allowance

Effective July 1, 1997, members of the Unit shall be eligible for a personal development allowance of \$500 per fiscal year. The Police Chief may approve eligible expenses which contribute to the personal development of the individual supervisor and/or enhance knowledge in the field work or profession. Eligible expenses shall include one or more of the following: Membership in the community, civic or professional organization, professional conference or training workshops not budgeted, job related personal expenses related to civic and community activities, including testimonials, education tuition reimbursement for specialized programs or as a supplement to the City's tuition reimbursement program, subscriptions to professional and educational journals and publications not budgeted, membership to health and physical fitness facilities, annual medical examination, and computer or other specialized equipment (for home which is compatible with City equipment). The personal development allowance shall not be accumulated or carried forward beyond each year of the MOU.

#### Article 32. <u>Mileage Reimbursement</u>

The City will provide reimbursement to the employee for use of his/her personal vehicle for authorized work related travel. Such reimbursement shall be equal to the rate allowed for tax deduction by the federal IRS for employee business expenses not reimbursed for the applicable calendar year.

#### Article 33. Payroll

#### A. Step Raises

Employees hired or promoted to Step 1 of a pay range shall be considered for Step 2 salary at the end of six (6) months. Increases to the Step 3, 4 and 5 levels

shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

Step 3--6 months after the Step 2 increase

Step 4--6 months after the Step 3 increase

Step 5--6 months after the Step 4 increase.

#### B. Promotion

The promotional probationary period for Police Sergeants is twelve (12) months. When an employee is promoted from Police Officer or Police Corporal to Police Sergeant, he/she shall advance to the lowest step in such higher salary schedule that will provide an amount equal to or nearest to a one-step increase (approximately 5%) in compensation. The one-step increase will be calculated using the compensation schedule from which the employee is being promoted. An employee shall be reviewed for advancement to Steps 4 and 5 of the Police Sergeant's salary range after six (6) months of continuous service at each step.

Notwithstanding the aforementioned language in this section, the Police Chief may approve a promotion of an employee to a higher step within the salary range of Police Sergeant.

#### C. Acting Assignment

A Police Sergeant assigned to the role of Watch Commander at a time when no Watch Commander/Lieutenant is on duty will receive a 10% premium for the hours so assigned. Such premium will not apply for assignments of less than one hour.

Acting Assignments shall be in accordance with the Acting Assignment policy specified in the City of Pasadena Manual of Rules, Practices and Procedures. At the sole discretion of the Police Chief, a Sergeant may be assigned as Acting Lieutenant for position coverage overtime in the rank of lieutenant, if the Police Chief determines that replacing the lieutenant is in the best interests of the Department.

#### Article 34. Discipline

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination.

Peace Officers of the State of California have particular responsibilities with regard to personnel investigations, and it is therefore the policy of the Pasadena Police Department to guarantee the rights of the sworn personnel of the

department by setting forth the following procedures to be followed during personnel investigations.

#### A. <u>Interview Procedures</u>

- 1. In all cases wherein the Officer is interviewed, the person responsible for the interview shall:
  - (a) Inform the Officer that he/she has a right to be represented by counsel or any representative during the interview.
  - (b) Conduct the interview at a reasonable time and date to allow for the officer's convenience.
  - (c) Identify to the Officer all persons present or participating in the interview.
  - (d) Conduct the interview for a reasonable length of time.
  - (e) Not expose the Officer to offensive language, threats of transfer, disciplinary action, or loss of employment.
  - (f) Cause an appropriate record to be made of the interview, which shall be available to the Officer on request.
- 2. In the event the Officer is being investigated for a criminal offense, prior to the interview, the Officer shall be advised of his/her rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has commenced, then the interview shall cease while the Officer is admonished.
- 3. Officers, when ordered by a superior, must answer questions directly and narrowly related to the performance of the Officer during the course of his/her duties that resulted in the allegation under investigation.
  - (a) These statements will not be used, and are not admissible, in a criminal trial.
  - (b) Failure to answer questions when ordered may result in disciplinary action and/or termination.
  - (c) If the Officer is ordered to answer questions, the following statement may be read into the record:

"The Police Department of Pasadena, California, is conducting an investigation and I, \_\_\_\_\_, a Police Officer for the City, have been ordered to answer questions."

"I have been advised that if I do not comply with the order, I may be disciplined or terminated from the department for failure to obey said order."

"In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law."

# B. <u>Polygraph Examination Procedures</u>

- An Officer may not be required to submit to a polygraph examination, and such refusal shall not be commented upon in any investigator's notes, nor may such refusal to submit to a polygraph examination be referred to in any report or otherwise recorded in any form.
  - (a) Results of examination are not admissible in criminal judicial proceedings, but may be used in administrative proceedings.
- 2. The Officer may volunteer to take a polygraph examination after consultation with legal counsel, and one will be conducted.

#### C. Search and Seizure Procedures

The locker, desk or other locked storage place used exclusively by a Police Officer, shall not be searched except in the presence of the Officer or unless a valid search warrant has been obtained, except that:

- A search may be conducted without the Officer's presence providing that the Officer was given a reasonable opportunity to be present.
- 2. A search may be conducted without the Officer's presence if the Officer refuses to be Present during said search.

- D. As part of the pre-action due process procedure granted to employees, employees will be given the option of using one of the following formats for the "Skelly" meeting:
  - 1. Meeting between the Chief and the employee only;
  - 2. Meeting between the Chief, the employee and the employee's representative;
  - 3. Meeting between the Chief, the employee and the employee's representative meeting is tape recorded.

The employee must notify the Chief prior to the meeting as to which option he/she desires to use.

- E. No Officer shall be disciplined or terminated, or in any way discriminated against for exercising their lawful rights pursuant to this policy.
- F. This policy is effective immediately and cancels any previous conflicting order or procedure.

# Article 35. Grievance

#### A. Definition

- 1. <u>Grievance</u> A dispute between an employee or employees and the employer regarding an interpretation or application of the Employer-Employee Labor Relations Resolution, a written Memorandum of Understanding, or of the written rules and regulations governing matters within the scope of representation.
- 2. <u>Employee</u> within the context of this policy statement, refers to a full time, regular employee who has initiated a grievance.

#### B. Guidelines

- 1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
- 2. <u>Discrimination Complaint Procedure</u> Allegations of unlawful discrimination shall be processed through the Human Resources Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be

inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.

- 3. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:
  - (a) Be self represented
  - (b) Be represented by another person
- 4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.

The representative shall be entitled to:

- (a) Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
- (b) A copy of any written decisions or communications to the employee concerning the grievance proceedings.
- 5. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
- 6. A general grievance regarding interpretation and implementation of the Memorandum of Understanding may be filed by the Union on behalf of employees represented by that Union. A general grievance shall be filed in writing with the Director of Human Resources within ten (10) calendar days of the action in question.
- 7. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.

8. This is the sole and exclusive method for resolving grievances.

## C. Grievance Procedure

## 1. Step 1

The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee and the immediate supervisor are in the same representation unit, the grievance shall be presented to the next higher level supervisor not included in the unit. If the employee elects to be represented (per "Guidelines, Paragraph 2") upon notification to the immediately supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.

If the employee is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

#### 2. Step 2

If the employee desires to appeal his/her grievance to Step 2, the employee shall submit the grievance in writing on the City's Grievance Form, to the department head, within ten (10) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee.

The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within ten (10) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.

If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Advisory Arbitration for resolution may be made. However, oral and written warnings are not subject to appeal beyond the Step 2 level.

### 3. Advisory Arbitration

If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Union or the employer may appeal the grievance to arbitration. The appeal shall be in writing; shall be signed by the authorized Union representative, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.

If the employee is being represented, he/she may be assisted by his/her representative in this appeal.

Within fourteen (14) calendar days of the written decision at Step 2, the employee and the City must each deposit a fee with the City Clerk as a good faith indication of readiness to proceed to arbitration. Such deposit shall be used to secure a list of arbitrators from the State Mediation and Conciliation Service or other mutually agreeable organization. The deposit shall be paid equally by the employee and the City. Failure to proceed with arbitration shall cause forfeiture of the deposit with the money donated to A.I.D.

Within seven (7) calendar days after receiving the notice to appeal a grievance to arbitration, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbitrator. The arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.

Within seven (7) calendar days following the meeting to prepare the issues statement, the parties shall request the State Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbiters. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbitrator.

The arbitrator shall hold a hearing on the issue, or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. He/She shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be in conformance with the Memorandum of Understanding and/or applicable City rules. The opinion shall be advisory only and shall not be binding on either party. Further, the opinion shall be limited to the issue, or issues, presented to the arbitrator. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the employee.

Within twenty (20) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall, by letter, indicate if he/she intends to modify the decision reached at Step 2 of the Grievance Procedure. The Municipal Employee Relations Officer's letter shall be sent to the employee and Association involved, if any.

Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbitrator, including transcripts required - which shall be determined in advance of the hearing. Each party shall pay for its own witness and attorney fees.

## Article 36. Layoff

#### A. Definition

<u>Layoff</u> is defined as any involuntary separation wherein management eliminates a job without prejudice to the incumbent. Layoff shall result only from a change in the status of a position.

#### B. Authority

The City Manager shall have the authority to eliminate positions within any department because of curtailment of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

## C. Policy

- 1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction.
- Layoff shall be made by specific Job Series. (For example, Sworn Police Personnel.) Employees with two or less years in their classification series have the right to return to their prior classification series.
- 3. Within a given class, individuals will be laid off based upon seniority in that classification.
- 4. The layoff priority of employment categories shall be as follows:
  - (A) Temporary or provisional employees.
  - (B) Probationary, regular, part-time employees.
  - (C) Probationary, regular, full-time employees.
  - (D) Permanent, regular, part-time employees.
  - (E) Permanent, regular, full-time employees. (For purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)
- 5. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate Procedures may be initiated.
- 6. Employees for whom a layoff appears imminent shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:

- (A) Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
- (B) If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
- (C) If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
  - a. The employee is physically able to perform the required duties.
  - b. The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
  - c. The employee meets the minimum qualifications and physical standards of the position.

Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee.

- 7. Employees transferred to a new position in the same class shall receive the same salary step and retain the same anniversary date as in their previous position.
- 8. Employees who, in order to avoid being laid off, accept voluntary demotion shall be compensated in the established salary range of the class into which they transfer at the step nearest to, but not greater than, that received in their former classification. The employee's rate of pay shall be changed at the time that the reassignment is made or new duties and responsibilities are assumed and the employee shall retain the previous employment date for purposes of step advancement.
- 9. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department where the layoff occurred, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.

- 10. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human resources Department.
- 11. Employees who cannot be placed, and must be laid off, shall have their names placed on a reemployment list and shall be eligible as follows:
  - (A) To compete in promotional examinations for which they are qualified for a period of 12 months.
  - (B) To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.
- 12. Any employee who must be laid off shall receive a severance pay benefit based on the following consideration: (Should it be determined that the City of Pasadena is required to participate in Unemployment Compensation Insurance, negotiations shall be reopened on this issue only and severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.)
  - (A) Severance pay shall be at the rate of 60 percent of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments.
  - (B) Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.
  - (C) Employee must have completed at least one year of service before being entitled to this benefit.
  - (D) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoff.

- (E) Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
  - a. Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
  - b. The employee may remain in a layoff status for a maximum of 12 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee form the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
  - c. The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
  - d. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin reaccumulating the claimed benefit(s) on the date that they report back to work.
  - e. Laid-off employees who are not recalled within the 12 month period, will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
- (F) In the event of death of an employee while receiving severance pay, such payment shall not continue to employee's beneficiaries, such payment shall cease.
- (G) Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to re-

- employment, the employee will be removed from the reemployment list.
- (H) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
- (I) Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to meet payroll, or to secure continued financing of projects or programs supported by other agencies.
- 13. Provisional or temporary employees may be separated by the appointing authority without regard to seniority status, and shall have no reemployment rights, but may be returned to their former place on the eligible list.
- 14. Employees who: (a) may be transferred, (b) accept a voluntary demotion, (c) are reemployed by the City, shall meet the job requirements of the class into which they are placed.
- 15. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
- 16. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
- 17. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

#### D. Procedure

- 1. Notice: Each affected employee shall receive written notice from the appointing authority, specifying the exact date when layoff is to be effective; and at least two weeks' notice shall be given.
  - (A) The commencing date of the reemployment rights of the employee shall start from the effective date of the layoff.
- 2. Recall List: The Human Resources Department will automatically establish a recall list for a period of 12 months.

- (A) All departments where classifications exist which are on the recall list, will be notified of the employee's availability.
- (B) Individuals on the recall list will be appointed to vacancies for which they qualify in the department from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists promotional or open competitive - are used.

## Article 37. Work Hours

- A. Work schedules are defined as an employee's regularly assigned hours of the day and days per week. The Department currently operates a variety of work schedules including the 5-8, 3-12, 4-10 and 9-80.
- B. Unless otherwise provided herein, employees are entitled to paid leave benefits based on an eight-hour day regardless of their work schedule.

### Article 38. Reassignment

For non-emergency regular reassignments, except for special events for which the City does not receive over seven (7) calendar days advanced notice of the necessity of utilizing Department personnel, the City shall provide the employee at least seven (7) calendar days prior notice in writing for reassignment of days off, working hours or work assignment, unless waived by all directly affected parties.

Irregular work assignments such as those which occur in Special Enforcement Section (SES) and Special Investigations Section (SIS) due to the nature of the operation are not necessarily on a fixed and constant work schedule, and as a result, are generally exempt from the seven (7) calendar day notice. However, every reasonable effort shall be made to consider the employee's circumstances.

### Article 39. DRUG AND ALCOHOL ABUSE

It is the responsibility of the City, the Union, and the employees to maintain a safe, healthy, and productive work environment. Therefore, employees shall not report to work under the influence of drugs or alcohol, or possess the use alcohol or illegal substances while at work, nor have their ability to work impaired as a result of the use of drugs or alcohol, as such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and danger to employees and liability to the City. "Under the influence of drugs or alcohol" means the use of alcohol or any illegal substance or misuse of a prescribed drug in a manner and to a degree that causes impairment in the employee's work performance or the ability to use City property or equipment safely.

## A. <u>Purpose</u>

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace, and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

#### B. Policy

With the exception of those job circumstances which necessitate the handling, possession or consumption of drugs by employees in the performance of their duties, it is the City's policy that employees possession of alcohol or drugs while on City premises, at work locations, while on duty, or before reporting for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the parties recognize that it is important that the employee notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably and substantially interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

If the City has a reasonable suspicion that an employee may have contraband on City property, the City may proceed in the following manner consistent with Government Code 3309: no public safety officer shall have his/her locker or other space for storage that may be assigned to the employee searched except in the employee's presence, or with the employee's consent, or unless a valid search warrant has been obtained or where he/she has been notified that a search will be conducted. This section shall apply only to lockers or other space for storage that are owned or leased by the City.

Employee's reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall, for safety purposes be provided transportation from the work site.

Employee's who voluntarily seek treatment for substance abuse requiring an absence from work may, with Department Head approval, be allowed to use earned sick leave and/or vacation during such absence.

#### C. Application

This policy applies to all employees of and to all applicants for positions with the City of Pasadena and represented by PPSA. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the function of their job.

## D. <u>Assistance Program</u>

The City encourages the voluntary utilization of the Employee Assistance Program (EAP) established by the City as an important method for dealing with substance abuse. All potential problems will be handled on a case by case basis. Overall consideration is directed towards the health and safety of the employee, co-workers and members of the general public.

The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can call the toll-free 800 number and arrange an appointment with a counselor.

Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through the EAP. In addition, employees who are concerned about alcohol and/or drug use among their coworkers should strongly encourage those individuals to seek assistance through the EAP. Voluntary use of the EAP by the employee may consist of counseling, outpatient rehabilitation, inpatient rehabilitation or any other treatment recommended by the EAP counselor provided employee and public safety is not compromised. EAP usage is not considered voluntary in the case of a management referral or if the employee decided to use the EAP services after their substance abuse problem has been discovered by City officials.

All voluntary or self-referral contacts are held in confidence by the EAP unless the employee requests, through specific written release of information, that the Personnel Director, supervisor, Employee Organization or other parties be notified.

The employee's compliance with the EAP is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary utilization of the EAP or any other treatment service. Use of the program does not replace normal disciplinary procedures for unsatisfactory job performance or conduct.

The employee can schedule an appointment on his/her own time (days off, before or after the work shift, lunch break) without letting anyone know of this. Sick leave time may be used for self-referral appointments during regular work hours if unable to schedule during off-duty hours. If an employee requires additional leave time for substance abuse treatment, he/she may request a leave of absence, subject to approval by the Police Chief.

Employees and/or their dependents are responsible for all deductibles and copayment costs associated with inpatient or outpatient counseling services and substance abuse treatment. The City will only bear the costs necessary to keep the EAP in effect and available.

## E. Responsibilities

Except in the performance of duty, an employee must:

- 1. Refrain from the use of, or possession of, narcotics;
- 2. Not report to work while his/her ability to perform job duties is substantially impaired due to alcohol or drug use;
- Not possess or use alcohol or illegal drugs and prescription drugs without a prescription during working hours, when on breaks, or during meal periods;
- 4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty or off duty;
- 5. Submit to a urine, breath or blood test, when reasonable suspicion as defined in F-2 is present, and when appropriately ordered by a supervisor or manager. A reasonable allowance of time shall be made for the employee to have a witness or representative present, if requested;
- 6. An employee should notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or nonprescription, which may substantially interfere with the safe and effective performance of duties or operation of equipment;
- 7. Provide within 24 hours of request (or as soon as possible) bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and
- 8. Report to any supervisor up to and including the City Manager, or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.
  - Employees who believe they may have an alcohol or dug usage problem are urged to voluntarily seek confidential assistance from

the Employee Assistance Program or other resources available in the community. The City will be supportive of those who seek help voluntarily, and may authorize the use of earned sick leave or vacation, or leave of absence. The City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

## F. Responsibilities and Guidelines

- Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate, consistent with the Discipline Section (B-XV).
- 2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. "Reasonable suspicion" is a clear indication based on objective facts and personal observation of at least two employees, one which must be a supervisor, sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job safely, effectively and efficiently is substantially impaired.

For example, any combination of any of the following may constitute reasonable suspicion:

- a. Slurred speech;
- b. Odor of an alcoholic beverage on breath;
- Unusual, antisocial behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
- d. Unsteady walking and movement;
- e. An accident involving the employee and/or equipment or property where the cause my be symptomatic of suspected use of drugs or alcohol;
- f. Patterns of physical altercation;

- g. Unusual behavior where the cause may be symptomatic of suspected use of drugs or alcohol;
- h. Possession of alcohol or drugs unrelated to job responsibilities;
- i. Information obtained from a reliable person with personal knowledge.

The supervisor shall verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.

- 3. If reasonable suspicion exists that an employee is under the influence, the employee shall be advised of his/her right to representation and applicable provisions of the Police Officer Bill of Rights shall be observed.
- 4. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall, prior to or within 24 hours of such requests, document in writing the facts constituting reasonable suspicion that the employee is intoxicated or under the influence of drugs. Additionally, the department head is to be contacted before the test is required of the employee.
- 5. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis shall remind the employee that failure to comply is insubordination and will result in disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the manager or supervisor shall, for safety purposes, provide the employee transportation from the work place.
- 6. In addition to the reasonable suspicion testing set forth above; individuals serving in the capacity as Helicopter Pilots and Special Investigations Sections shall be subject to random drug testing on a periodic basis. Further, individuals applying for these assignments will be subject to testing prior to being assigned. The random testing program shall be conducted pursuant to the provisions of this section.
- 7. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the consent of the employee.

#### G. Physical Examination and Procedure

The urine, breath, blood, or other appropriate test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to: prescription, medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids. Any positive drug test shall be confirmed by a reliable test. The confirming test must be at the same or better level of accuracy as a Gas Chromatography/Mass Spectrometry (GC/MS) test. The sample shall be split and the employee shall have a right to said split sample for analysis by an independent laboratory.

#### H. Results of Drug and/or Alcohol Analysis

Pre-employment Alcohol/Drug Tests

All applicants for City employment shall be informed in writing on the job announcement that a condition of employment includes passing a drug screening test as part of the pre-employment physical exam.

- a. Failure to take a pre-employment drug test when scheduled may result in not being hired.
- b. A positive result from a drug and/or alcohol analysis will result in the applicant not being hired where the applicant's use of drug and/or alcohol (including lawful use of prescribed drugs/alcohol) could affect requisite job standards, duties or responsibilities.
- c. If a drug screen is positive at the pre-employment physical, the applicant must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

#### 2. During Employment Alcohol/Drug Tests

a. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration may be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem.

- b. If drug screen is positive, the employee must provide within 24 hours of request (or as soon as possible) bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription or if the prescription is not in the employee's name, the employee may be subject to disciplinary action up to and including discharge.
- c. If an alcohol or drug test is positive for alcohol or drugs, the City shall immediately conduct an investigation to gather all facts. Any decision to discipline or discharge will be made at the earliest possible time and shall be carried out in conformance with applicable discipline procedures.

## I. <u>Confidentiality</u>

Laboratory reports or test results shall be transmitted directly to the Human Resources Director and shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to the City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

#### J. Hold Harmless Clause

The City agrees to indemnify, defend and hold PPSA harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall not be comprised, resisted, defended, tried or appealed.

## Article 40. No Smoking Policy

Employees shall comply with the No Smoking Policy of the City of Pasadena.

## Article 41. Light Duty

At the discretion of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the Division which the employee was injured and may involve assignments other than that which the employee was working prior to the request for light duty. Accordingly, it is agreed and acknowledged that the Department shall have the authority to modify the work hours and/or days off of the employee temporarily assigned to a light-duty position.

Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion. On duty injuries shall take precedence, however.

Light duty assignments shall be limited to sixty (60) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than sixty (60) calendar days. Short term extensions of light duty assignments may be approved by the Department when medical evaluation indicates that an employee's return is imminent at the end of the forty-five day period.

In addition, employees who are injured or ill from causes unrelated to the job may apply for a waiver of the sixty (60) calendar day rule when:

- 1. There is a predictable time frame for a return to full duty;
- 2. To comply with the sixty (60) calendar day rule would cause significant financial hardship; and
- 3. The Department has specific work for the employee to perform.

If a waiver is granted, such waiver does not create a permanent light duty position, but rather, is intended solely to reasonably accommodate an employee on a temporary basis.

### Article 42. Fitness Program

Participation in the fitness program as described herein is voluntary. The parties jointly recognize that the Department can and does reasonably anticipate that unit members shall recognize the importance, to their personal and professional well-being and ability to most efficiently perform their duties, of physical fitness. Unit members may participate in a voluntary fitness program as follows:

#### A. Health Screening

The City will provide each employee with an initial comprehensive fitness screening (CFS). Thereafter, the City will provide a bi-annual CFS, which

will include an examination of all vital signs, blood screening, stress test and nutritional analysis. Each participant will receive a personal booklet describing each test, as well as the results and their implications. The City shall contract with an appropriate health care agency to provide this screening.

#### B. Fitness Assessment

A fitness assessment consisting of push ups, sit ups, flex test and 1.5 mile run, will be conducted by a member of the training department with a qualified medical person in attendance. The member taking the test should have his/her resting heart rate and blood pressure available. The results will be tabulated and a rating will be provided, ranging from superior to very poor. Each employee will be assessed on an annual basis.

#### C. Fitness Prescription

The employee may contact a City sponsored outside provider (mutually agreed upon by the City and the Association) or the Training Section to develop an overall individual fitness strategy. The health screening may be kept confidential (between the employee and provider or Training Section) at the employee's request.

- D. Employees who are unable to, by existing record or doctor's certificate, to participate will be excused from the fitness assessment.
- E. Employees required to fulfill Department fitness obligations outside of normal work hours shall be compensated at the time and one half rate with a two hour minimum.
- F. The Department reserves the right to reopen negotiations on establishing mandatory fitness standards for specified work assignments.

## **EXHIBIT I**

# PASADENA POLICE SERGEANTS ASSOCIATION SCHEDULE OF COMPENSATION RATES

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	45.4578	46.8916	48.4107	49.8730	51.3352