# Memorandum of Understanding and Agreement

Between
The City of Pasadena
and
PACTE/LIUNA, Local 777

From October 1, 2008 through September 30, 2010

# TABLE OF CONTENTS

			Page
	CLE 1	Recognition	
	CLE 2	Term of Memorandum	
	CLE 3	Scope	
A.		epresentatives	
В.	1 2	ee Rights	
	CLE 4	Non-discrimination	
ARTI	CLE 5	Bulletin Boards	
ARTI	CLE 6	No Strike	
ARTI	CLE 7	Modification Clause	
ARTI	CLE 8	Savings Clause	
ARTI	CLE 9	Impasse	
ARTI	CLE 10	Salaries	10
A.	Salary In	ncreases	10
B.	Salary E	quity Adjustments	11
C.	Overtim	e	11
ARTI	CLE 11	Special Pay Practices	12
A.	Bilingua	ıl Pay	12
B.	Court A	ppearance Pay	12
C.	Certifica	ation Pay	
D.	Shift Dit	fferential	14
E.	Training	g Duty	14
ARTI		Leaves of Absence	
A.	Sick Lea	ave	14
B.	Bereave	ment Leave	
C.	Workers	s' Compensation Leave	
D.	Military	Leave	19
E.	Witness	Leave	19
F.	Maternit	ty Leave/Reduced Work Week Schedule	19
G.	Jury Lea	ive	
ARTI	CLE 13	Paid Leave Pro-Rata Provisions	
ARTI	CLE 14	Vacation	20
ARTI	CLE 15	Holidays	
ARTI	CLE 16	Rest Periods	24
ARTI	CLE 17	Employee Benefits	25
A.		urance	
В.	Dental C	Care Program	25
C.	Health I	Health Insurance	
D.	Workers	s' Compensation	26
E.	Long Te	erm Disability	
ARTI	CLE 18	Child Care Subsidy Program	26
ARTI	CLE 19	Retirement	26

ARTICL	E 20	Reimbursements	27
A. T	Cuition R	eimbursement	27
B. U	<b>Jniforms</b>		27
C. M	Aileage		28
ARTICL	E 21	Transportation Demand Management Prideshare II Program	28
ARTICL		Payroll	
A. S	step Raise	es	29
		y Assignment	
ARTICL		Payroll Deduction and Dues	
A. D		and Dues	
		hop	
	_ ,	und	
ARTICL	E 24	Discipline	33
ARTICL		Written Warnings	
ARTICL		Grievance	
		1	
		·S	
		e Procedure	
		Arbitration	
ARTICL	-	Alternatives to Layoff	
ARTICL		Layoff	
		1	
	-		
	-	)	
ARTICL	E 29	Layoff-Severance	42
ARTICL		Work Hours	
ARTICL		Seniority	
ARTICL		Probation	
ARTICL	E 33	Drug and Alcohol Abuse	44
A. P			
B. P	olicy		44
C. A	Application	on	45
		Responsibilities	
		ent Responsibilities and Guidelines	
	_	Examination and Procedure	
G. D	Ouring Er	mployment Alcohol/Drug Tests	48
		riality	
ARTICL	E 34	Productive Work Environment	49
ARTICL		Health and Safety	
ARTICL		Contracting Out	
ARTICL		Bullet Resistant Vests	
ARTICLE 38		Job Specifications	
ARTICL		Employee Lists	
ARTICL		Labor-Management Committee	

EXHIBIT I - Schedule of Compensation Rates	51
EXHIBIT II	
Exhibit III	55
Signature Page	58

# Memorandum of Understanding and Agreement From October 1, 2005 to September 30, 2008

# Between The City of Pasadena and PACTE/LIUNA, Local 777

## **Preamble**

- A. The Pasadena Association of Clerical and Technical Employees, affiliated with the Laborer's International Union of North America, AFL-CIO, CLC, Local 777, (hereinafter referred to as UNION) 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 as a result of such meetings.
- B. It is the intent and purpose of this Memorandum to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All prior or existing written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby expressly superseded or terminated in their entirety.
- C. It is recognized by the signatories to this Memorandum of Understanding and agreement representing the Public Agency and the recognized Employee Organization that they, in accordance with Section 3505.1 of the California Government Code, ". . . shall jointly prepare a written memorandum of such understanding which shall not be binding, and present it to the governing body or its statutory representative for determination." If approved by the governing body, the Memorandum of Understanding shall become binding.

# **ARTICLE 1** 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, (hereinafter referred to as Resolution No. 555) the City acknowledges the UNION as a recognized employee organization for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for those employees in certain specified classifications in Exhibit I. All other classes not specifically listed are not covered by this Memorandum of Understanding.

#### **ARTICLE 2** Term of Memorandum

- A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this Memorandum shall become effective on October 1, 2008. This Memorandum shall remain in effect through September 30, 2010.
- 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 3 Scope

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order; which shall include but not be limited to the right of the Public Agency to: direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties because of lack of work or funds, or under conditions where the employer deter mines continued work would be inefficient or non-productive; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, processes, means, job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and approve the efficiency and effectiveness of government operations; take any necessary actions to carry out the mission of an agency in situations of emergency; and take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

When the exercise of City rights has a substantive impact on matters within the scope of representation the City will give notice to the Union; and, upon request, meet regarding the impact of the City's decision(s).

Rules and regulations affecting matters within the scope of representation may also be changed by the City from time to time after meeting and conferring with the Union; however, rules and regulation changes shall not contradict specific provisions of this agreement.

# It is further agreed that:

The designated UNION officers and designated representatives 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:

- a. Discuss with an employee a grievance or complaint;
- b. 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;
- c. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
- d. 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;
- e. Prepare for meetings mutually agreed by the City and the Union to be scheduled for conferral or other purposes. This shall include Union Executive Board meetings, only where the purpose of such meetings is to prepare for meet and confer sessions with the City;
- f. Attend meetings where disciplinary action is to be taken, when requested by the employee. If the employee does not request representation, representatives of UNION shall not be entitled to be present.

Subject to the limitations above in A through F, with respect to paid time for such activities, the City agrees that duly designated union 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 union officer or representative is representing an employee, they will request the permission of the immediate supervisor in reasonable advance, or when possible, two (2) working days in advance of any meeting, advising the supervisor of their destination and when they expect to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. If the request is denied, the employee shall be released as soon as possible. Upon returning to their duty station, the union officer or representative will notify their supervisor. Upon arriving at the work place of the employee to be represented, the union 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 or, when possible, two (2) working days in 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 union official is not permitted to contact the employee at the immediate time of their arrival at the work place, the supervisor in charge will advise the

union officer or steward the reason why they cannot do so and the time when the employee will be available.

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

## A. Union Representatives

The City agrees to recognize and deal with an appropriate number of officers, including stewards, so that each employee in the bargaining unit will have reasonable access to a representative. Notice of changes in the selection of officials and stewards, and their alternates, will be given to the Human Resources Director whenever such changes occur.

The Union 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 or union officer or their designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the union will promptly notify the department head and the Human Resources Department of the change.

The City will provide, with the approval of the Director of Human Resources, reasonable time off to conduct union business.

# B. Employee Rights

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 in their employment relations with the Public Agency. The City and the Union agree not to interfere with this aforestated right. Employees who are members of UNION may withdraw, revoke or cancel UNION membership during the month of November in the final year of this agreement.

### **ARTICLE 4** 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, sexual orientation, national origin, 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.

#### **ARTICLE 5** Bulletin Boards

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 union appointments and results of union elections;
- 4. Notices of union meetings;
- 5. Constitution, by-laws, and proposed amendments thereto;
- 6. Such other notices as may be mutually agreed upon by the union and the Director of Human Resources.

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 Union. 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 board shall be submitted to the Human Resources Department at the time of their posting. In the event objectionable material is posted, the City Human Resources Director will so inform the union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

The Union 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 Union whenever the City removes such bulletin boards.

Excluding lunch and rest periods, in no case will the distribution of literature at the work place of employees be allowed during regular working hours.

### **ARTICLE 6** No Strike

The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this memorandum, the City agrees not to engage in a lock-out of employees and the Union will not engage in, cause, or sanction any strike, sympathy strike, curtailment of work, sick out, slow down, restriction of production or service, or interference with the operations of the City, or picketing or patrolling during the term of this Memorandum.

# **ARTICLE 7** 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, and if required, approved and implemented by the City Council.

# **ARTICLE 8** 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 or to be established governmental administrative tribunal or board, such invalidation shall not affect the remaining portions of this Memorandum.

# **ARTICLE 9** Impasse

In the event, that the parties are unable to reach agreement on a successor Memorandum of Understanding, either party may request the assistance of the State Mediation and Conciliation Service to resolve the impasse. Should the impasse remain unresolved, the issue(s) in dispute can be submitted to the City Manager's office for processing in accordance with the resolution of impasse procedures in the City's Employer-Employee Labor Relations Resolution No. 555.

## **ARTICLE 10** Salaries

# A. Salary Increases

1. The parties agreed to maintain in effect the seven step pay schedule as displayed in Exhibit III.

2. Effective October 13, 2008 there shall be an increase of 4.0% in each step of the classification salary step schedule for all classifications covered by this Memorandum.

All salary classification step schedules to which percentage adjustments shall apply as referred to in this Memorandum shall be rounded to the nearest cent. .5 cents or less adjust down; more than .5 cents adjust up.

# **B.** Salary Equity Adjustments

Effective October 13, 2008, provide equity adjustments for the classifications listed below in the percentages indicated:

Housing Assistant I – IV: 1.9% Police Specialist V: 4.4% Police Specialist VI: 5.7%

## C. Overtime

Certain provisions of the Overtime Section, as set forth herein, may be superseded by the rules and regulations of the Fair Labor Standards Act as set forth by the Department of Labor. Should any provision of this Section be subsequently determined to be illegal or invalid, the Fair Labor Standards Act shall take precedence.

1. The City will pay overtime for all hours worked in excess of forty (40) in one work week. Hours worked will be calculated as provided for by the Fair Labor Standards Act. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, vacation pay and floating holidays, with the exception that those hours paid during a work week for a regular City holiday will be counted in calculating hours worked for overtime purposes.

The City will pay employees for any overtime worked at a rate of one and one-half (1-1/2) times the employee's regular rate of pay or Compensatory Time Off (CTO) at time and one-half. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act. Compensation for periods of less than (30) minutes in duration shall be paid in accordance with appropriate provisions under the Fair Labor Standards Act.

2. 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.

3. Employees may elect actual pay or CTO subject to the approval of the department head and based upon the best interest of the department. Such CTO must be requested and approved in advance as though it was accrued vacation time.

If usage of accrued compensatory time is not authorized within a reasonable period of time, the employee may request pay for all or any part of the unused balance of earned compensatory time, subject to approval of the department head. Payroll taxes on any lump-sum payments shall be computed separate from the employee's regular earnings.

- 4. When an overtime situation exists and employees are scheduled or recalled from home to work outside of regular work hours, or remain on the job for four or more hours after the end of their normal working day, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours; provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours beyond the regular work hours without a meal. Such meals, and the time necessary therefore, shall be at City expense.
- 5. Employees recalled to work unexpectedly outside of their regular shift shall receive pay for a minimum of two (2) hours pay at the overtime rate unless such call-in immediately preceded an employee's scheduled shift.

# **ARTICLE 11** Special Pay Practices

## A. Bilingual Pay

The parties agree to maintain in effect the City's Bilingual Pay Program. Details of the program shall be as set forth in the City's Manual of Personnel Rules, Practices and Procedures.

Employees may be eligible for bilingual pay of \$75 per month under guidelines established under the bilingual pay policy of the City.

## **B.** Court Appearance Pay

Employees who, on their scheduled time off, are required to be present in court or administrative hearing in connection with the performance of their duties, shall receive a minimum of three (3) hours compensation at the appropriate rate. In the event an employee is required to be present during both the morning and

afternoon sessions of the court, that employee shall receive a minimum total of six (6) hours at the appropriate rate.

Employees whose shifts are extended to include a court appearance shall be paid at their appropriate overtime rate.

# C. Certification Pay

Field Identification Specialists meeting specified criteria shall receive certification pay as follows:

To qualify for certification pay, an employee must:

- 1. Be a Field Identification Specialist with the Pasadena Police Department for at least two years.
- 2. Qualify for and pass the California Criminalistics Institute course "Latent Fingerprint Comparison."
- 3. Meet the in-service fingerprint training and experience requirements of the police department and be recommended by the senior Pasadena Police Department Fingerprint expert for court qualification.
- 4. Present a letter from the Deputy District Attorney or City prosecutor stating that he/she has been qualified by a judge in court as a "Fingerprint Expert."

Determination as to when employees have qualified for the certification pay shall be in the discretion of the Department.

Certification pay for qualified Field Identification Specialists shall be set eight (8%) of top step.

In addition to the Certification Pay described above, employees in the classification of Police Specialist VI who possess Level II Crime Scene Analyst certification from the International Association for Identification (IAI), shall receive an additional \$100 per month.

Employees in the classification of Police Specialist VI who possess Level III B Senior Crime Scene Analyst certification from the IAI, shall receive an additional \$200 per month. Employees with both Level II and Level III B certification shall receive the higher of the two certification pays.

Renewals of certifications shall be in accordance with IAI requirements. The cost of IAI application and renewal fees, as well as books, lab fees or other student-

related expenses, shall be the responsibility of the employee. However, employees shall be eligible for reimbursement for such expenses pursuant to Section C(III)(A), 'Educational Assistance,' of the MOU

### D. Shift Differential

Effective January 8, 2007, the shift differential for the swing shift and the graveyard shift shall be increased from \$1.40 per hour to \$1.50 per hour, respectively.

For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 3:00 p.m. and 10:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 11:00 p.m. and 5:59 a.m.

Persons employed in the Public Library Department who work a minimum of four hours between 4:00 p.m. and 9:00 p.m. shall receive \$1.10 per hour additional compensation.

Employees in the Police Department who work a minimum of six hours on the swing or graveyard shifts (3:00 P.M. to 8:00 A.M.), including on an overtime basis, shall receive the appropriate swing/graveyard differential as additional compensation for hours worked during this time period. Employees who do not work a minimum of six hours on the swing or graveyard shift shall not be eligible for shift differential, regardless of their regularly assigned shift.

## E. Training Duty

Effective August 21, 2006, employees classified as Police Specialist V who are assigned to perform training duties, shall receive \$1.50/per hour above their base hourly salary.

Employees classified as Field Identification Specialists, when assigned training duties by Management, shall receive five (5%) percent of salary as additional compensation.

## **ARTICLE 12** Leaves of Absence

### A. Sick Leave

The Sick Leave provision may apply under the following:

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.

### 1. Definition

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

# 2. Procedure for Application

- a. Every employee who is unable to report to work at their usual time shall either call, or have someone call, their supervisor preceding the time they are scheduled to report for work to explain their absence.
- b. Department heads shall have the authority to approve "application for payment of wages during absence," for all employees, upon proper verification.
- c. 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 Division before returning to work.
- d. 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 their 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:
  - i. Notify their department head immediately of any serious disability or confinement and not wait until their return to duty.
  - ii. The department head shall make a preliminary determination or investigation based on available information.

- iii. If the case seems to deserve approval, the department head shall ask the employee for full written information and confirmation and send to them 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 their letterhead as to the time, treatment, and extent of disability may be used and attached to the above- mentioned form on their return.
- iv. If the department head approves and endorses the request, they shall send all appropriate information with the form, "application for payment of wages during absence" to the Finance Department.

## 3. Sick Leave Provisions

a. Effective January 1, 2009, regular, full-time employees shall be eligible to accrue eighty (80) hours of sick leave per calendar year for illness or injury not arising out of and in the course of their employment.

Routine medical, dental, eye, or ear examinations of a non-urgent nature which cannot be scheduled outside of normal working hours shall constitute sick leave, provided that the employee gives advance notice of at least three (3) calendar days and receives prior supervisory approval. 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 sick leave for the purpose of this subsection. Immediate family means spouse, child, parent, brother or sister or parent of spouse.

- b. In the event an employee does not use the maximum sick leave hours allowed during a calendar year, the unused portion shall be credited to the employee for future use. An employee may not accumulate more than 960 hours of sick leave.
- c. On January 1 of each year, the sick leave accumulated from the previous years, plus their current year's sick leave allowance shall be credited to the employee.
- d. Persons employed on January 1, 1978, were entitled to reserve sick leave under a previous sick leave plan. Sick leave reserve time, as had been calculated and credited to said employees, shall be used

only in increments of 80 hours or more, and satisfactory evidence of the illness or injury must be presented before those benefits shall apply. The employee will be responsible for designating the use of this reserve.

- e. Under special circumstances of illness, upon recommendation of the Department Head and approval of the Director of Personnel the following may apply:
  - i. Employee may borrow up to one annual allotment of unaccrued and unearned sick leave; provided, how ever, that should the employee leave employment with the City prior to earning the advanced sick leave, the employee shall remit to the City an amount equal to the dollar value of the advanced sick leave used.
  - ii. Reserve sick leave (from the Sick Leave Plan prior to January 1, 1978) may be used in other than increments of 10 days or more.
- 4. The City has amended its contract with PERS to provide Credit for Unused Sick Leave (Govt. Code Sec. 20965). Pursuant to Government Code Section 20965, such benefit will allow unused accumulated sick leave to be converted to additional service credit at time of retirement, at the rate of .004 of a year of service credit for each day of unused sick leave.

### **B.** Bereavement Leave

Regular full-time employees absent for leave due to bereavement of an immediate family member may receive regular compensation for a maximum of 24 hours (27 hours for 9/80 employees, 30 hours for 4/10 employees, and 36 hours for 3/12 employees). Regular part-time employees working more than 20 hours per week may receive one-half of the bereavement leave provided 40-hour employees. Immediate family member is defined as spouse, domestic partner, child, parent, brother or sister, grandparents, grand child or parent of spouse. In special and unique circumstances, an employee may be authorized bereavement time upon the death of an individual not specified as the employee's immediate family member as herein defined. Three working days may be defined as days in which the aggregate time off does not exceed 24 hours or the equivalent. Three days bereavement leave are provided separate from the sick leave provision.

# C. 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 Worker's Compensation laws of the State of California, will result in payment to the employee the sum equal to his/her regular net compensation. Regular net compensation is the Salary which the employee is being paid on the date of the job-related illness or injury, less an amount equal to state and federal taxes. 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.

Eligibility for Worker's Compensation supplemental payments (hereinafter referred to as the "supplement" or "supplemental pay" as defined in the foregoing paragraph is subject to the following conditions:

- 1. Claims denied by the City via the Worker's Compensation claims process are not eligible for the supplement.
- 2. Claims relating to a disciplinary action against an employee, the commencement of which the employee has been informed, are not eligible for the supplement. Disciplinary action is defined as including only the following: oral and written warnings, suspension, reduction in pay, demotion, and termination. In the event the applicable disciplinary action is resolved in favor of the employee and the employee is exonerated from any culpability, the supplement would be paid retroactively.
- 3. If and when the City's physician determines that only a portion of an injury is work-related, payment of the supplement will be prorated by the percent of the injury determined to be work-related. Sick leave may be used for any portion of the injury determined to be non-work-related.
- 4. The City expects that employees on Worker's Compensation leave will demonstrate reasonable cooperation and participation in their treatment as provided by the physician to promote a cure or relief from the effects of the injury. The City retains the right to terminate the supplement at any time if such cooperation and participation is not demonstrated.
- 5. If an employee on Worker's Compensation leave returns to work before having received the supplement for twelve months, and the same injury recurs, or further treatment is required in connection with the same injury necessitating further leave, the employee may be eligible for additional supplemental pay, not to exceed a cumulative total of twelve months for the same injury. The City may require an interim review on such an extended leave.

# D. Military Leave

Military leave of absence may be granted for the duration of a war or natural emergency or as required by the Military and Veterans Code.

### E. Witness Leave

An employee who is subpoenaed or required to appear in court, or other similar administrative body as a witness shall be deemed to be on a leave of absence. With approval of the appointing authority and the City Manager, the employee may 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, unless the employee is a co-defendant in an action along with the City.

# F. 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 up to nine (9) months using a combination of unpaid leave for a maximum of six months and 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 eligible 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 was on a regular full-time paid work status.

For part-time employees working 20 or more hours per week, the City will provide an unpaid maternity leave of absence for up to six months.

An 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.

## G. Jury Leave

If a regular, full-time employee receives any communication from a jury commissioner, the employee shall inform their supervisor of such communication as soon as possible thereafter.

There will be no reduction in pay for a regular full time employee that is required to be absent from work on jury duty. Jury duty includes time in court awaiting assignment or release. An employee will be reimbursed only as follows:

- 1. Employees assigned to a day shift:
  - a. In those cases in which the employee is released by the court at 1:00 p.m. or earlier, the employee will report for duty and work the balance of the shift; for this the employee will receive a full day's pay, and shall pay to the City the amount received from the court for the jury duty, excluding mileage.
    - In the event the employee does not return to work after having been released at 1:00 p.m. or earlier, the employee will receive no pay from the City for that day, but will be entitled to keep the jury fee.
  - b. In those cases in which the employee is not released by the court until after 1:00 p.m., the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City the amount received from the court for jury duty, excluding mileage.
- 2. Employees assigned to a swing or graveyard shift shall be assigned to day shift for the duration of the jury duty except in emergency situations.
- 3. There will be no reduction in pay for part-time employees required to be absent from work on jury duty. Such employees shall receive paid jury leave from the City for all hours of jury duty which fall during their regular working hours, and shall return to the City the amount received from the court for those hours, excluding mileage.

## **ARTICLE 13** Paid Leave Pro-Rata Provisions

The articles outlining paid leave provisions in this MOU outline benefit levels for full-time employees. Permanent part-time employees working twenty (20) hours per week or more shall be entitled to accrue vacation, sick leave, holiday and bereavement on a prorata basis (e.g., employees working twenty-five (25) hours per week shall accrue leaves at the rate of 62.5% of full-time employees; employees working thirty (30) hours per week shall accrue leaves at the rate of 75% of full-time employees, etc,...).

## **ARTICLE 14** 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 may allow accumulation of more than one vacation period.

# 1. Vacation Period 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 their 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 and who shall have been in continuous service immediately preceding such termination, shall be allowed regular compensation for unused vacation accumulation due on the last actual work day.

### 3. Vacation-Schedule of Benefits

# a. Date of hire to 5 years

Every employee in continuous service shall be provided prorata vacation time for each month or major fraction thereof 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.	Per Year	
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:

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

The maximum number of vacation hours shall be 160.

## **ARTICLE 15** Holidays

1. The following days shall be observed as holidays:

January 1; the third Monday in January for all but continuous shift employees who will observe a floating holiday in lieu of this holiday; February 12, the third Monday in February; 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. 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.
- 3. For non-continuous shift employees on a 5/40 work schedule, in lieu of Admission Day, September 9th, one 8-hour floating holiday shall be

provided to each employee to be taken at his/her option subject to operational considerations.

For continuous shift employees who do not receive holidays off, September 9th of each year shall be observed as a holiday for compensation purposes.

4. Employees scheduled to work a 9/80, 4/10 or 3/12 work schedule shall receive a paid leave of absence of 8 hours for each holiday including Admission Day that falls on an 8 hour work day, 9 hours for each holiday including Admission Day that falls on a 9-hour work day, 10 hours for each holiday including Admission Day that falls on a 10 hour work day and 12 hours for each holiday including Admission Day that lands on a 12 hour work day.

In the event that an employee is required to work a holiday he/she shall receive time and a half for hours worked on the holiday. In addition, the employee is entitled to receive 8 hours or 9 hours of pay a the straight time rate if he/she is on a 9/80 work schedule, 10 hours of pay at the straight time rate if he/she is on a 4/10 work schedule and 12 hours of pay at the straight time if he/she is on a 3/12 work schedule.

"Holiday" for the purposes set forth herein for continuous shift employees of the Police Department shall be defined as the actual holiday as defined in each respective MOU irrespective of when non-continuous shift employees in the Police Department or other departments of the City working other schedules celebrate said holiday.

Notwithstanding the above, continuous shift employees of the Police Department whose work shift overlaps a holiday shall be paid for hours worked on the holiday as follows:

- 1. Continuous shift employees whose work schedules require them to work past midnight shall be paid time and one-half for the full shift of any shift which begins on a holiday regardless of when the work shift ends.
- 2. Continuous shift employees whose work shift does not begin on a holiday, but ends past midnight into the holiday shall be paid at the straight time rate for hours worked on the actual holiday.

Holidays falling on a scheduled 9/80 day off for a given year and floating holidays will be placed in a holiday bank at the rate of 9 hours per holiday. For Police Department employees, holidays falling on a regular day off,

and floating holidays, may either be banked, or paid to the employee at the straight time rate, at the employee's discretion.

- a. Holiday hours are earned at the time the holiday falls on a scheduled day off, but are credited to the employee on January 1 of the calendar year.
- b. Holiday hours may be drawn upon beginning January 1st of the year in which they occur with the prior approval of the employee's supervisor.
- c. Unused holiday hours for a given year may be carried over to the following year to a maximum of fifty-four (54) hours; but must then be used or lost. The City Manager may approve additional carryover upon written request from the employee, with the approval of the department head.
- d. Employees separating from the City who have taken credited but unearned holiday hours are responsible for reimbursing the City for the time taken at the rate of pay in effect on the date the time was taken. Whenever possible, the City will make the appropriate deduction from the employee's final paycheck.
- e. Earned holiday hours remaining in the employee's bank which were for holidays occurring prior to the separation will be paid to the employee at the employee's current rate of pay.

### **ARTICLE 16** Rest Periods

- 1. Every employee shall be provided two 15-minute rest periods per day for each period of not less than three hours 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. The time at which such rest periods are taken shall be determined by the department head who will schedule absence from duty so that service to the public is not impaired.
- 3. Rest periods or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

# **ARTICLE 17 Employee Benefits**

The following section outlines insurance benefits for regular full-time employees and regular part-time employees regularly scheduled to work an average of 30 or more hours per week during the calendar year.

### A. Life Insurance

The City will provide life insurance coverage in the amount of \$25,000 for each employee.

# **B.** Dental Care Program

The City will contribute 100% payment of employee only premium amount and up to \$64.04 per month for each eligible employee who enrolls in dependent coverage. Said amounts shall not result in any excess contribution regardless of the employee's enrollment.

During the term of this agreement, the City will incur up to 75% not to exceed \$15.00 of the dollar amount in premium increases for family coverage under the dental insurance program.

## C. Health Insurance

PERS Medical Plan - Employees of this unit participate in the State PERS Medical Program. During the term of this MOU, the City will contribute a monthly amount per employee specified by statute towards the premium for health insurance as provided under the Public Employees Retirement System Medical Program (PERS Medical Program) to eligible employees who enroll in the PERS Medical Program.

Effective October 1, 2008, the City's contribution to the Employee Option Benefit Fund (EOBF) shall be \$934.18 per month for each regular full-time employee. An employee may elect to allocate unused insurance contributions from his/her Employee Option Benefit Fund to his/her deferred comp account. The employee is not required to participate in the PERS Medical Program to be eligible to use the Employee Option Benefit Fund amount for deferred compensation, provided, however, that the employee must annually present to the Human Resources department acceptable verification that he/she is covered for health insurance through another source.

During the term of this contract, if there are health insurance premium changes, the City will amend its contribution by an amount equal to 75% of the average dollar change of family rates for the health plans offered. Application of this formula will not result in a decrease in the contribution to the Employee Option Benefit Fund.

## D. 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.

# E. Long Term Disability

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

- i. Disability payments will commence on the 46th calendar day of the illness or injury;
- ii. Payments shall not exceed a total of 50% of the employee's salary or a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD plan;
- iii. The maximum benefit period will be five years;
- iv. The cost of this program will be paid by the employee.

In addition to the basic LTD plan provided by the City, the employee may elect to enroll in a supplemental LTD plan at his/her cost, which provides supplemental LTD payments equal to 60% of the employee's salary, coordinated with deductible benefits.

# ARTICLE 18 Child Care Subsidy Program

Employees holding classifications represented by the Union 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 will be at the discretion of the City.

## **ARTICLE 19** Retirement

Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public Employees Retirement System.

# Section A. 2% @55 Retirement Benefits

The City implemented a separate retirement plan with the PERS for all prospective employees of this unit hired after July 1, 1984. The new retirement plan shall provide for a benefit level as follows:

Retirement based on average salary of three (3) highest years.

## Section B. 2.5% @55 Retirement Benefits

On January 27, 2006, PACTE/LIUNA, as part of the Coalition, reached agreement with the City of Pasadena on an enhanced retirement plan as specified in Exhibit III – Coalition Agreement on Retirement, which is attached to this Memorandum of Understanding.

## Section C. Retirement Contributions

The City and each employee will contribute to the employee's retirement costs as specified in the Coalition Agreement on Retirement (Exhibit III of this MOU). All such City contributions made under this section shall be deemed to be member contributions under the Public Employee's Retirement System (PERS), and shall be recoverable by the member as such.

### **ARTICLE 20** Reimbursements

### A. Tuition Reimbursement

Regular employees pursuing an Associate 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 one thousand dollars (\$1,000) 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 – Tuition Reimbursement of the City of Pasadena's Manual of Personnel Rules, Practices and Procedures.

The increase in the tuition reimbursement amount becomes effective July 1, 2009.

### B. Uniforms

- 1. Rules and regulations for wearing of uniforms shall be set by the operating departments. The employee must pay for and replace any uniform lost or stolen which has been assigned to them. It shall be the policy of the City to replace worn or damaged uniforms for Police personnel consistent with depart mental guidelines.
- 2. Value of City Provided Uniforms as Compensation under PERS In accordance with PERS regulations, the City will report a uniform value of \$200 per year to PERS for compensation purposes for each employee who is provided a City uniform.

# C. Mileage

The City will provide reimbursement of authorized automobile expenses for any one calendar month. The reimbursement rate shall equal the per mile rate stated in Internal Revenue Service regulations governing tax deduction allowances for unreimbursed employee business expenses.

# **ARTICLE 21** Transportation Demand Management Prideshare II Program

Employees working more than twenty hours a week will comply with the revisions of the City of Pasadena Prideshare II Program -

MODE YOU PAY

Solo Driver Clean Air Trip Reduction/Parking Fee \$35/mo

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 emergency

or unexpected supervisor approved overtime.

## 1. 2 OR MORE PERSON CARPOOL

YOU RECEIVE

3 Workdays Per Week Minimum

(Personal Vehicle Use)

Preferential Parking Where Available Free Ridematching Free

## 2. BICYCLIST

3 Workdays Per Week Minimum

Showers & Lockers Where Available Free Bicycle Parking Facilities Free

## 3. TRANSIT

3 Workdays Per Week Minimum

Bus Pass Subsidy (per month) Free
Transit Route Planning Free

#### 4. VANPOOLER

3 Workdays Per Week Minimum Preferential Parking Ridematching Assistance

Free Free

## 5. WALKER

3 Workdays Per Week Minimum

# ARTICLE 22 Payroll

# A. Step Raises

Employees hired or promoted to Step 1 of a pay range shall receive the Step 2 salary at the successful completion of six months of service. Increases to the Step 3 through Step 7 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--1 year after the Step 3 increase

Step 5--1 year after the Step 4 increase

Step 6--1 year after the Step 5 increase

Step 7--1 year after the Step 6 increase

When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary schedule, they shall advance to the lowest step in such higher salary schedule that will provide an amount equal to at least a one-step increase (5%) in compensation. The one-step increase will be measured by the compensation schedule from which the employee is being promoted. In no event shall the salary be higher than the top step in the new salary range.

Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

# **B.** Temporary Assignment

When an employee is assigned on a temporary basis to the duties of a higher level position, and such employee assumes the full duties and responsibilities of that position for a minimum of five (5) consecutive days (four (4) consecutive days if on a 9/80

schedule), such employee shall be compensated from the first day of the consecutive temporary appointment at a rate of pay which is nearest to a one step increase in compensation based upon the step schedule of compensation rates for the employees current classification, not to exceed the existing top step of the classification to which assigned.

## **ARTICLE 23** Payroll Deduction and Dues

### A. Deduction and Dues

The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.

# B. Agency Shop

# 1. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit, shall as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee; or pay a sum equal to the Agency Shop Fee to a non-religious and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

## 2. Religious Objections

An employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Upon request, such employee may be required to provide verification of such affiliation. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

## 3. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

### 4. Rescission

It is mutually agreed by the parties that Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees

represented by this Unit. There shall be only one election during the term of this agreement. In the event such rescission should take place, then the procedures described in Section D. Payroll Deductions & Dues as follows shall prevail.

The City may deduct the regular dues of employee members of the recognized employee organization. Dues deduction shall be made only on the written authorization of the employee. Dues deduction authorization may be canceled and the dues deduction discontinued during the month of November in the final year of this agreement by the employee upon voluntary written notice to the Personnel Department.

# 5. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Union certifies to the City that within four (4) months of the adoption of this agreement by the City of Pasadena City Council, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Shop Fees payers to meaningfully challenge the propriety of the uses to which Agency Shop Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in Chicago Teachers Union, Local No. 1 AFT, AFL-CIO, et al. v. Hudson 106 S. Ct. 1066 (1986).

## 6. Implementation

Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided a notice advising that the City has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, or pay a Fair Share Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, or execution of a written declaration claiming a religious exemption from this requirement. Said employees shall have thirty (30) calendar days following the initial date of notice of employment to fully execute the

authorization form of his/her choice and return said form to the Union or departmental payroll office.

Whenever a unit member is delinquent in the payment of dues or fees, the Union shall give the unit member written notice thereof and fifteen (15) calendar days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The Union shall provide the City with any and all documentation in its possession which will help to sustain the termination. The termination proceedings shall be governed by applicable State laws. Grievances arising from such proceedings shall be processed beginning at Step 3 of the Grievance Procedure.

The effective date of deducting Union dues, or Fair Share Fees shall be the first pay period following thirty (30) calendar days of employment, or four (4) months following adoption of this provision by City Council for current employees, whichever is later.

## 7. Indemnification Clause

The Union agrees to indemnify and hold the City of Pasadena harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

# C. Pension Fund

Effective January 6, 1997, the City shall contribute \$.06 per hour (to a maximum of 40 hours per week) for represented employees to the LIUNA National (Industrial) Pension Fund. This contribution shall be deducted from the 1.5% salary increase.

The Union shall have the right to designate additional funds for LIUNA pension contribution during the term of this agreement. Upon the Union's written notification to the City, any such designated additional funds shall be deducted from the current salaries of the employees.

The City's sole obligation shall be to forward designated amounts to the LIUNA fund. The Union shall indemnify and hold harmless the City against any and all claims made as a result of its action pursuant to this section.

Monies diverted to the LIUNA pension fund shall be considered as salary for all compensation comparison purposes.

# **ARTICLE 24** Discipline

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

# **ARTICLE 25** Written Warnings

An employee, upon reviewing his/her personnel file, may request and have any written warnings issued more than two (2) years prior removed from his/her personnel file, provided there have been no subsequent disciplinary actions taken against the employee for the same or similar offense.

# **ARTICLE 26** Grievance

# A. Definition

- Grievance 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 rules and regulations governing conditions of employment.
- 2. Employee Within the context of this policy statement, "employee" refers to a full-time or part-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.
  - In lieu of the grievance procedure, an employee may elect to process allegations of unlawful discrimination through the Human Resources Department, utilizing the Discrimination Complaint Procedure.
- 2. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should be used throughout the processing of the grievance. The employee may:
  - a. Be self represented
  - b. Be represented by another person

- c. Be represented by the Union not to exceed two City employees and the Business Representative.
- 3. 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.
- 4. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
- 5. 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.
- 6. 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.
- 7. These guidelines are 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 fifteen (15) 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 immediate 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 fifteen (15) 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 their grievance to Step 2, there shall be submitted in writing the specific grievance and areas of disagreement, on forms provided to the department head, within fifteen (15) 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 citation of the MOU provision, policy or procedure alleged to have been violated by the City, 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, or a representative of the Union in the case of a general grievance per Paragraph 5 above.

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 fifteen (15) 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 Step 3 for resolution may be made.

## D. 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, except written warning may not be appealed to arbitration and Step 2 decisions on such warnings are final. The appeal shall be in writing; shall be signed by the authorized Union representative and the employee, 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, the employee may be assisted by a representative in the appeal.

Within ten (10) 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 the issue, or issues, and jointly submit their statements to the arbitrator. Said arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.

Within ten (10) calendar days following the meeting to prepare the issue(s) statement, the parties shall request the State Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbitrators. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

Within ten (10) 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 and shall render a written opinion within 30 calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion, which shall be bound by the present Memorandum, shall be advisory only, shall not be binding on either party, and 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 Union and the employee.

Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the Union and the employee by letter whether or not any further action will be taken regarding the issue, or issues, referred to in the arbitrator's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.

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

## **ARTICLE 27** Alternatives to Layoff

If during the term of this Memorandum of Understanding, the City determines that workforce reductions are necessary, it shall, together with the Union, explore the following options prior to utilization of the layoff procedure.

- 1. Utilize normal attrition;
- 2. Offer voluntary early retirement and severance packages that may include, but are not limited to, early retirement incentives, lump sum severance payments, and reimbursement for educational expenses; as developed through the Labor-Management Committee or other means and approved by the City Council.
- 3. Develop programs to train City employees for other City openings.
- 4. Give appropriate notice to the Union of pending layoffs and meet and confer on the impact of layoffs. Included in this process shall be exploration of further alternatives to layoffs.

#### **ARTICLE 28** Layoff

#### A. Definition

Layoff 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. The provisions of this Article do not apply to employees on grant funded/limited term positions.

## 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.
- 2. Layoff shall be made by specific classification series.
- 3. Within a given class, individuals will be laid off based upon seniority in that classification. For the purposes of bumping, seniority shall include time worked in the current class, the previously held class, plus time worked in directly related higher classifications.
- 4. The layoff priority of employment categories shall be as follows:
  - a. Temporary or provisional (including contract) employees.
  - b. Probationary, regular, part-time employees.
  - c. Probationary, regular, full-time employees.
  - d. Regular, part-time employees who have completed their probation.
  - e. Regular, full-time employees who have completed their probation (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 Personnel Department and the affected employee as soon as possible in order that appropriate procedures may be initiated. The Personnel Department will advise the Union of the impending reduction in staff with enough notice to allow for the exploration of alternatives to layoffs.
- 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 any existing recall 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 if they meet the minimum requirements for the vacant position.
- b. If qualified, employees shall have a right to a demotion to another classification in their own department or this bargaining unit if a vacancy exists and is to be filled.
- 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:
  - i. The employee is physically able to perform the required duties.
  - ii. 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.
  - iii. The employee meets the minimum qualifications and physical standards of the position.

Departments, other than the one in which the particular layoff occurred, are not obligated to accept the laid- off employee unless the classification is covered by this bargaining unit.

- 7. Based upon their seniority as defined in Section D, V, Layoff, C3, an employee may exercise a displacement (bumping) right to a position which they formerly held on a regular basis.
- 8. 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.
- 9. 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.
- 10. Employees who accept voluntary demotion shall be placed on a reemployment list for their previous classification in accordance with

- Section 12 a, b and d below. Rejection of a reappointment offer shall terminate eligibility for future consideration.
- 11. 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.
- 12. Employees who cannot be placed, and must be laid off, shall have their names placed on a recall list and shall be eligible as follows.
  - a. To compete in promotional examinations for which they are qualified for a period of 18 months.
  - b. To hold recall rights for a period of 18 months and be eligible for any vacancies which may occur during this period in the classification held by the employee, provided that the employee is able to perform the duties of the job.
  - c. Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
    - i. 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.
    - ii. The employee may remain in a layoff status for a maximum of 18 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 from the date of their 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.
    - iii. 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.
    - iv. 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.
- v. Laid-off employees who are not recalled within the 18-month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave from the 1970 sick bank which has not been previously claimed.
- d. Employees laid off and given an opportunity to return to their job classification shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will be removed from the recall list.
- 13. Provisional or temporary employees may be separated by the appointing authority without regard to seniority status, and shall have no recall 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 recall that are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.

#### 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 recall rights of the employee shall start from the effective date of layoff.
- 2. Recall List: The Human Resources Department will automatically establish a recall list by classification for a period of 18 months.
  - a. All departments where classifications exist for which a recall list has been established will be notified of the availability of individuals on the recall list.

- b. Individuals on the recall list will be appointed to vacancies for which they qualify before any other names on any other eligible lists promotional or open competitive are used.
- 3. During the term of the MOU, if the City determines that work force reductions are necessary, the City shall offer voluntary retirement and severance packages, and then consider the number of employees accepting such packages, prior to laying off any member of this bargaining unit. Voluntary retirement and severance packages may include, but are not limited to, early retirement incentives, lump sum severance payments, and reimbursement for educational expenses. Nothing in this paragraph limits the City's authority to implement layoffs pursuant to existing MOU provisions.

## **ARTICLE 29** Layoff-Severance

Employees laid off pursuant to this Section shall be entitled to one month's salary for each year of City service not to exceed six (6) months pay. These payments shall be made on a monthly basis and shall end if the employee is re-employed by the City.

#### **ARTICLE 30** Work Hours

- A. Work schedules are defined as an employee's regularly assigned hours of the day and days per week.
- B. Except as provided herein forty-hour-a-week employees are entitled to paid leave benefits based on an eight-hour day regardless of their work schedule.
- C. The City may give notice to the Union and, upon request, meet and confer on City proposals to reduce regular work hours in lieu of layoff.
- D. Reduced work week: With the approval of the department head, employees who hold a full-time 40-hour per week position or who work a 9/80 work schedule of 80 hours per pay period, may elect to work a reduced work week of 30 hours or more (60 hours per pay period for 9/80 employees) for a minimum of 6 months and up to a maximum as determined by the department head. For the duration of the employee's reduced work week schedule, the employee shall receive the full allotment of employee leaves and benefits listed in the applicable provisions of the MOU, except for retirement benefits, as if they worked a full time 40-hour work week. Moreover, employees on a reduced work schedule will receive direct pay and retirement benefits based on the number of hours worked.

#### **ARTICLE 31** Seniority

- A. Seniority shall be determined by the length of time the employee has been in the current classification.
- B. For computation of wage increase, evaluations and supplemental benefits (vacation, sick leave, etc.) the Date of Appointment is the date the employee was first appointed to a "regular" position.
- C. If an employee is hired on a part time, temporary or federally funded status into a classification and without a break in service is subsequently appointed to the same position on a "regular" status, the date of first hire on the temporary status is the Date of Appointment.

#### **ARTICLE 32** Probation

Employees who are appointed to positions in classifications represented by this bargaining unit shall serve, as a part of the examination process, a probationary period of six months; except, that employees who are appointed to positions in the technical classifications of Technical Assistant, Technical Specialist and Operations Assistant shall serve a probationary period of one year. Moreover, employees who are appointed after September 1, 2006 to positions in the class of Police Specialist V shall serve a probationary period of 18 months. This clause shall apply to current and future technical classifications.

Those employees, who have not completed their initial probation period, may apply for promotional exams in accordance with the provisions as set out in the City's Manual of Personnel Rules, Practices and Procedures at Section B, Article II.

If the department determines that an employee who is serving a transfer or promotional probation period is unable to satisfactorily perform the duties and responsibilities of the position, the employee may be returned to their former position and/or classification in the department from which transferred or promoted, provided that (1) an appropriate vacancy exists and is authorized to be filled, (2) the employee meets the minimum qualifications for the specific vacancy to be filled, and (3) there are no other disciplinary actions pending against the employee in either department for misconduct.

If the employee is not placed in the former department, the City will make its best efforts to avoid releasing said employee from probation and separating such employees from employment. Should the employee refuse placement in their former classification or at a lower classification, said employee may be released from probation.

If no authorized vacancy exists, said employees shall be placed on an eligible list for the classification they held prior to promotion or transfer. Said employees shall be retained

on the eligible list for a period of twelve (12) months or until such time they are selected from the eligible list, whichever occurs first. These retention eligibles will be certified to appointing officials prior to certification of other applicants for vacancies which are filled through open examinations. Acceptance of an offer from the retention list shall be considered as a new appointment and will require initial probation.

## **ARTICLE 33 Drug and Alcohol Abuse**

It is the responsibility of the City, the Union, and employees to maintain a safe, healthy, and productive work environment. In order to fulfill said responsibility, the parties have agreed on an Alcohol and Drug Abuse Policy and incorporated as if it was contained word for word in Section D-X of this Agreement.

## A. Purpose

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.

Notwithstanding any provision in this policy, the parties understand that the City may pursue administrative action based on its internal investigation of misconduct, either on duty or off duty, in advance of and separate from any judicial action occurring through the criminal justice system.

#### B. Policy

It is City's Policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, while on duty, or before reporting for duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; not 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 employee must 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 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 search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, such as desks, file cabinets, City vehicles, etc. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City, such as lockers assigned exclusively for the employee's personal use.

Employees 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.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them as handicapped under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help from alcohol or drug problems. Employees should contact their supervisors or the City's liaison in the Human Resources Department for additional information.

Employees 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. In the absence of any pending disciplinary action, employees may admit to a substance abuse problem without fear of reprisal because of their admission or abuse problem.

#### C. Application

This policy applies to all employees and to all applicants for positions with the City of Pasadena. 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 functions of the job.

## D. Employee Responsibilities

An employee must:

1. Refrain from the use of, or possession of, illegal drugs or narcotics while on duty or off duty;

- 2. Not report to work while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- 3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at anytime while on City property;
- 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;
- 5. Submit immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager who has reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job;
- 6. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;
- 7. Provide within 24 hours of request 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 the supervisor or take other appropriate action when they have knowledge of objective evidence that 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. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

## E. Management Responsibilities and Guidelines

- 1. 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 belief based on objective facts sufficient to lead a reasonably 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 is impaired or so that the employee's ability to perform his/her job safely is reduced. In addition, reasonable suspicion may be based on:

- a. Possession of alcohol or drugs; or
- b. Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verity or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
- 3. If the manager or supervisor reasonably believes that an employee is under the influence, the employee shall be advised of his/her right to representation. Upon the employee's request for representation, any interrogation or testing shall cease until representation is present, unless representation is not immediately available.
- 4. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. When possible, the supervisor shall seek the opinion of a person such as a police officer who is trained to recognize persons under the influence prior to ordering an employee to submit to a drug test.
- 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 site.
- 6. 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.
- 7. Managers and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession, or when the supervisor is

unable to reasonably control a situation where the employee poses a potential liability to himself/herself, or others.

## F. 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 accuracy as a Gas Chromatography/Mass Spectrometry (GC/MS) test. Employees who are being tested shall have the right to request a sample split for analysis by an independent laboratory.

## G. During Employment Alcohol/Drug Tests

- 1. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration my be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem.
- 2. If the drug screen is positive, the employee must provide within 24 hours f request 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, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including discharge.
- 3. 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.
- 4. Temporary employees holding PACTE-represented classifications are not covered by this Memorandum of Understanding; and therefore, are subject to alcohol and drug abuse policies as contained in the City's Manual of Personnel Rules, Practices and Procedures.

## H. Confidentiality

Laboratory reports or test results 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 Director of Human Resources. 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.

#### **ARTICLE 34** Productive Work Environment

The Union and the City agree on the importance of productivity and a positive work environment. When any party believes that they are being subjected to a hostile or harassing work environment, the parties shall agree to initiate, support, encourage, and participate in problem-solving team meetings as the need arises.

#### **ARTICLE 35** Health and Safety

The parties, hereto, agree that a successful health and safety program depends on a cooperative effort among the parties, and the active participation in and support of safe working practices. In recognition of these shared responsibilities, the parties hereto agree to assume reasonable roles in maintaining a viable safety and health program, to cooperate in promoting safety, and to encourage fellow workers to observe safety rules while performing their duties.

It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions and to report any unsafe practices or unhealthy conditions to their immediate supervisor.

Should a dispute arise over the application or interpretation of a safety rule, such dispute shall be resolved by use of the grievance procedure; or at management's option, by engaging the services of a qualified safety consultant who will be agreed upon mutually. However, nothing in this MOU shall prohibit the employee or the union from exercising their rights to take any safety issue to the appropriate State or Federal agency, once the City has had a reasonable opportunity to correct the problem.

## **ARTICLE 36** Contracting Out

If, during the term of this MOU, the City proposes to contract out bargaining unit work, the City shall notify the Union, in writing, after a Request for Proposal is approved and received by the City. Upon written request from the Union, the City shall meet with the Union to negotiate the impact on employees of any proposed contracting out prior to contracting out any bargaining unit work.

#### **ARTICLE 37** Bullet Resistant Vests

1. Unit employees in the classification of ID Technician, Parking Enforcement Representative, and Community Services Officers who are assigned field duties and who are required to be present at crime scenes, etc, may request that the Department provide them with a bullet resistant vest.

New safety vests will be provided as department issued safety equipment on an as needed replacement basis per the suggested guidelines established by the manufacturer 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 assigned to the Field, or on another assignment where safety vests are typically worn.

2. Reimbursement will not exceed \$520.00.

## **ARTICLE 38 Job Specifications**

In the event the City changes the job specifications or job bulletins for any bargaining unit classification, the City agrees to meet and confer with the Union prior to implementation over any negotiable impact that such changes may have on wages, hours or other terms and conditions of employment for bargaining unit employees.

## **ARTICLE 39** Employee Lists

Upon adoption of this MOU by the City Council, the City agrees to provide the Union with an employee list of bargaining unit employees on a quarterly basis. The list shall include each employee's name, job classification, and department.

## **ARTICLE 40** Labor-Management Committee

During the 2008-2011 term of this Memorandum of Understanding, the parties agree to establish, on a pilot basis, a labor-management committee to discuss issues which affect employees in the PACTE bargaining unit.

At the written request of either party the committee shall convene and shall meet up to four times a year during regular working hours. The committee shall consist of up to three (3) Management representatives and up to three (3) Union representatives.

**EXHIBIT I - Schedule of Compensation Rates** 

# **October 3, 2009**

<u>Classification</u>	Step 1	Step 2	Step 3	<u>Step 4</u>	<u>Step 5</u>	Step 6	<u>Step 7</u>
Community Rel. Rep.	18.47	19.32	20.22	21.00	21.87	22.71	23.55
Community Svcs. Rep I	13.71	14.39	15.11	15.87	16.71		
Community Svcs. Rep II	17.32	18.05	18.80	19.59	20.43		
Community Svcs. Rep. III	18.47	19.32	20.22	21.00	21.87	22.71	23.55
Customer Service Assistant							
Customer Service Rep. I	17.24	18.20	19.21	20.20	21.21	22.15	23.18
Customer Service Rep. II	19.12	20.11	21.08	22.06	23.04	24.04	25.03
Customer Service Rep III.	20.24	21.30	22.42	23.60	24.85	26.16	27.53
Delivery Driver	14.91	15.85	16.79	17.69	18.61		
Field Identification Spec.							
Fingerprint Expert	28.89	30.42	31.97	33.63	35.19		
Housing Assistant I	22.38	23.67	25.01	26.44	27.98		
Housing Assistant II	23.53	24.86	26.27	27.76	29.43		
Housing Assistant III	26.81	27.38	28.94	30.58	32.36		
Housing Assistant IV	27.29	28.85	30.46	32.22	34.12		
Housing Eligibility Asst.							
Laboratory Technician	18.11	18.97	19.79	20.63	21.40	22.24	23.07
Operations Assistant	20.49	21.46	22.44	23.43	24.40	25.41	26.44
Parking Enforcement Rep.	18.35	19.32	20.38	21.35	22.35		

Classification	<u>Step 1</u>	<u>Step 2</u>	Step 3	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Phlebotomist	15.98	16.89	17.73	18.60	19.49		
Police Assistant I							
Police Assistant II							
Police Specialist I	16.20	17.01	17.83	18.64	19.45	20.23	21.06
Police Specialist II	17.24	18.20	19.21	20.20	21.21	22.15	23.18
Police Specialist III	19.12	20.11	21.08	22.06	23.04	24.04	25.03
Police Specialist IV	21.96	23.30	24.67	26.00	27.42		
Police Specialist V	22.84	23.96	25.10	26.21	27.35	28.45	29.58
Police Specialist VI	26.02	27.31	28.65	30.02	31.35		
Principal Operations Spec.	22.39	23.76	25.17	26.53	27.97		
Purchasing Assistant	19.17	20.02	20.89	21.74	22.60	23.44	24.32
Secretary	17.24	18.20	19.22	20.21	21.22	22.16	23.19
Sr. Parking Enforcement Representative	22.19	23.27	24.44	25.61	26.74		
Sr. Purchasing Asst.	22.19	23.20	23.50	25.20	26.15	27.15	28.15
Staff Assistant I	15.24	16.00	16.79	17.52	18.31	19.10	19.84
Staff Assistant II	16.20	17.01	17.83	18.64	19.45	20.23	21.06
Staff Assistant III	17.24	18.20	19.21	20.20	21.21	22.15	23.18
Staff Assistant IV	19.12	20.11	21.08	22.06	23.04	24.04	25.03
Technical Assistant	17.24	18.20	19.21	20.20	21.21	22.15	23.18
Technical Specialist	19.12	20.11	21.08	22.06	23.04	24.04	25.03

# EXHIBIT II SIDE LETTER OF AGREEMENT: CIVILIAN CAREER LADDER

## City of Pasadena, Police Department and PACTE/LIUNA

The City of Pasadena ("City") and PACTE/LIUNA, Local 777 ("Union") have met and agreed to the following with respect to a Civilian Career Ladder for non-sworn employees of the Pasadena Police Department:

- 1) The parties agree that the existing classifications in the Police Department represented by the Union, shall be consolidated into one Police Specialist series, with individual classifications of Police Specialist I through VI. The Police Specialist classifications, along with the salary ranges, are outlined in Exhibit I. This structure does not preclude the development of specialty pay levels for training positions, special skills or lead worker functions;
- 2) For an employee to advance in the Police Specialist series, there must be a vacant budgeted position at the higher level, and the employee must compete in a competitive selection process which may involve a combination of written, oral and/or performance proficiency examinations. Employees may progress through the salary steps for a given classification based on experience and competency but will not promote to a higher classification without a competitive recruitment, examination and appointment process. Due to the special skills required, certain classifications, such as Police Specialist V (Emergency Services Operator) provide for an open recruitment as well as a promotional process;
- 3) Based upon expressed interest, employees will be able to cross train in other positions on an acting basis or in their present classification. After proficiency is achieved as measured by an objective examination, the employee may become part of a position coverage overtime pool. Employees will not be required to participate in cross-training for positions outside their Unit/Section, nor shall management be required to provide such cross-training. Except as described in this subsection 3 or subsection 8, Management maintains its existing right to transfer personnel within the Department;
- 4) If an employee requests a reassignment to a lower Police Specialist classification, they will be required to meet the qualifications for that classification. If the reassignment to the lower level is approved, the employee's pay rate shall be that of the lower classification. An employee requesting a reassignment to a lower classification will not be "H" rated;
- 5) A rotational program will be jointly developed by the City and Union, similar to the rotational program for sworn officers of the Police Department, involving the ability to transfer among the job assignments within a classification;
- 6) For purposes of vacation scheduling, seniority shall be determined first by time in classification, and second by time in the Department, if time in classification for two or more employees is the same;

- 7) Current City employees will maintain seniority based upon their previous job classifications for the purpose of citywide "bumping" rights in the even of layoffs. However, they will have functional working titles in the Police Specialist series;
- 8) Individuals who are employees of the Police Department as of the date this agreement is adopted by Council, and who are in the current classifications of Staff Assistant III, Staff Assistant IV, Technical Assistant, Technical Specialist or Principal Operations Specialist, will not be subject to involuntary reassignments to field functions;
- 9) If an employee who holds a classification within the Police Specialist series as of the date this agreement is adopted by Council is subsequently promoted to a higher level within the Police Specialist series, and during probation requests in writing to return to his/her former classification, the department will return the employee to his/her former position, or to another vacant position at the same classification level at the earliest practical time, but no later than 60 calendar days from the date of the employee's writing request;
- 10) The employees currently classified as Community Services Officer I as of the date of this agreement, shall be allowed to "slide" to Community Services Officer II (Police Specialist IV), provided vacant budgeted positions exist. This subsection 10 shall apply only to these four incumbent employees;
- 11) The City shall conduct a classification study of positions that are part of the Civilian Career Ladder, which the City believes may be improperly classified. Upon receipt of a formal request from the Police Department, the Human Resources Department shall complete such a study within 120 calendar days.

For the City:	For the Union:
B. M. M. Sur Police Department	PACTE/LIUNA PACTE/LIUNA
7/07/01 Date	Date Date
Human Resources Dept.	PACTE/LIUNA
10-29-01 Date	10/21/01 Date

## Exhibit III Coalition Agreement on Retirement

City of Pasadena 27 January 2006
Coalition of Miscellaneous Employee Units' Tentative Agreement

- 1. <u>Plan:</u> The City agrees to contract for 2.5% at 55 for implementation as provided herein. 2.5% at 55 shall be subject to a vote of all miscellaneous employees as required by PERS. If the miscellaneous employees vote to approve the amendment to the PERS plan, they shall pay a portion of the cost by paying a portion of their own Employee Normal Contribution as provided below at #3.
- 2. <u>Plan Effective Date:</u> The plan agreed to by the Parties shall be" implemented on January 1, 2007.
- 3. <u>Employee Payment:</u>
  - A. Effective July 1, 2006, employees pay 2.2%.
  - B. Effective July 1, 2007, employees pay an additional 1.4% for a total of 3.6%.
- 4. <u>Pre-tax:</u> All' employee contributions shall be made on a pre-tax basis and credited to the employee's PERS member account.
- 5. <u>Market Volatility:</u> No change based on market volatility. The City shall absorb all increases due to market volatility and shall receive the benefit of all reductions due to market volatility.
- 6. Other PERS Optional Benefits:
  - A. Credit for Unused Sick Leave (GC 20965) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
  - B. Military Buy Back (GC 21024) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
  - C. Survivor Spouse (GC 21548) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
  - D. Level 4 Survivor Benefit (GC 24574) shall be implemented as soon as administratively possible after the Parties reach total agreement in these City/Coalition negotiations.
- Full Understanding: The Parties agree that until June 30, 2009, neither party, nor any Union that is a member of the Coalition, shall be required to negotiate or compel any other party to negotiate concerning an enhanced retirement plan, retirement contributions, or any PERS Optional Benefit, except for EPMC (GC 20692).

Any bargaining unit in the Coalition may have EPMC (GC 20692) implemented at the cost of one percent (1 %) if such implementation occurs prior to October 1, 2006.

## Read, understood and agreed:

Poli	Pas .	1/21/06
Pete Hodes	, AFSCME	Date
Barry Poole	Joole	//21/06 Date
	! #	4 1.27.06 Date
Nicolina Mor	ntoya, PACTE, Lo	<i>I-Ձ 7.0</i> ₽ cal 777Date
Susan Sturd	evant, SEIU	27/06 Date
John H. Fish	W. M. A.	Date Jas
Don Booker	City of Pasadona	1/27/06

IN WITNESS WHEREOF, the parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

PASADENA ASSOCIATION OF CLERICAL AND TECHINICAL EMPLOYEES/ LABORERS INTERNATIONAL UNION NORTH AMERICA, LOCAL UNION NO. 777  Steve Augustyn Chapter President	CITY OF PASADENA AUTHORIZED MANAGEMENT REPRESENTATIVES  Michael J. Beck City Manager
Donna Winters Chapter Vice President	Karyn S. Ezell Director of Human Resources
Dina Raya Chapter Treasurer	Arthur Chavez Human Resources Manager
Sandra Carter Chapter Member-at-Large	
Jennifer Wozniak Business Representative	Approved as to form:
Paul Bechely Business Manager	City attorney's Office

4/20/09 Date