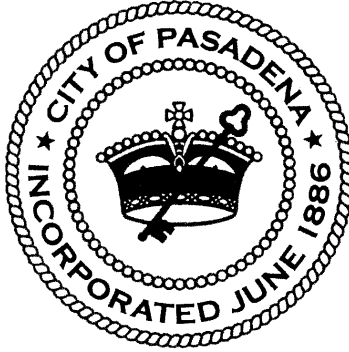


Attachment 4



TERMS AND CONDITIONS OF EMPLOYMENT
BETWEEN
CITY OF PASADENA
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 501

July 1, 2013 – June 30, 2014

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ARTICLE 1 - PREAMBLE

- A. These terms and conditions of employment (“Terms and Conditions”) are between the City of Pasadena, (hereinafter referred to as City), and Local 501 of the International Union of Operating Engineers, AFL-CIO, (hereinafter referred to as the Union). The parties met and conferred on the terms and conditions of employment set forth herein for Fiscal Year 2013-2014. As a result of that process, the City Council unilaterally imposed these terms and conditions of employment set forth herein on December 16, 2013.
- B. It is the intent and purpose of these Terms and Conditions to set forth all of the terms and conditions of employment between the parties. Any other prior or existing written understandings or agreements by the parties regarding any such matters are hereby expressly superseded or terminated in their entirety.

ARTICLE 2 - RECOGNITION

- A. In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act of the State of California and provisions of Employer-Employee Labor Relations Resolution No. 555, (hereinafter referred to as Resolution No. 555) the City recognizes the International Union of Operating Engineers, AFL-CIO, Local 501, as the majority representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment for all of its employees in certain specified classifications listed herein. Should the unit be modified in conformance with Employer-Employee Labor Relations Resolution No. 555 during the duration of these Terms and Conditions, such classifications will be included under the terms of these Terms and Conditions. All other classes not specifically listed are excluded from representation by Local 501 of the International Union of Operating Engineers.

ARTICLE 3 - TERM OF TERMS AND CONDITIONS

- A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement these Terms and Conditions shall become effective on July 1, 2013. These Terms and Conditions shall remain in effect through June 30, 2014.
- B. These Terms and Conditions 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 these Terms and Conditions.

ARTICLE 4 - SCOPE

A. Management Rights

It is understood and agreed that the City reserves and retains all its inherent managerial rights, powers, functions and authority which the City had prior to entering into these Terms and Conditions, which includes the merits, necessity, or organization of any service or activity provided by law or executive order; which includes but is not limited to the right of the public agency to hire, assign, direct, supervise, schedule, retain, and discipline employees; relieve employees from duties because of lack of work or funds, or under conditions where the employer determines 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, positions, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve 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 obligations of the public not otherwise specified above; unless and only to the extent that the provisions of these Terms and Conditions specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment.

B. Union Activities

1. The designated Union officers and stewards shall be permitted to engage in contract disputes during the life of the agreement, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:
 - 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; and
 - e. Prepare for meetings mutually agreed by the City and the Union to be scheduled for conferral or other purposes.
 2. Subject to the initial provisions of this Agreement 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, he will request the permission of his immediate supervisor in advance of any meeting, advising the supervisor of his destination and when he expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his duty station, the Union officer or representative will notify his supervisor. Upon arriving at the work place of the employees 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 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 his arrival at the work place, the supervisor in charge will advise the Union officer or steward the reason why he cannot do so and the time when the employee will be available.
 3. All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

C. Union Representatives

1. The City agrees to recognize and deal with an appropriate number of local Union officers, including Union stewards, so that each employee in the bargaining unit will have reasonable access to a Union representative. No Union officer other than the Business Manager of the local Union or his representative, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Union activities, until the Director of Human Resources of the City has been notified in writing by the Business Manager of the local Union or his representative, or by an international Union or council officer of his or her selection as an official

or steward. Notice of changes in the selection of Union officials and stewards, and their alternates, will be given whenever such changes occur.

2. 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 his 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.

ARTICLE 5 - BULLETIN BOARDS

- A. Space shall be provided on City bulletin boards at their present locations for Union posting of notices and bulletins of the following types:
 1. Notices of Union recreational, social affairs, and related Union business news;
 2. Notices of Union elections and such pertinent campaign material as is appropriate under Union policy;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings;
 5. Union constitution, by-laws, and proposed amendments thereto; and
 6. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources.
- B. All materials posted on bulletin boards shall indicate the date the material was posted, 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. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Department per Item 6 above at the time of their posting. The Union shall not knowingly post any false or misleading statement. In the event such material is posted, the City representative will so inform the Union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
- C. 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.

- D. In consideration of the fact that certain members of this unit have their lunch hours included in their regular working schedule, the distribution of literature at the workplace of employees shall be allowed during regular working hours.

ARTICLE 6 - NON-DISCRIMINATION

- A. The provisions of these Terms and Conditions shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, medical condition, physical handicap, national origin, sexual orientation or political affiliation.
- B. All references to employees in these Terms and Conditions designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.

ARTICLE 7 - NO STRIKE

- A. The parties to these Terms and Conditions recognize their mutual responsibility to provide the citizens uninterrupted municipal services; therefore, during the period covered by these, Terms and Conditions and extensions thereto mutually agreed upon for the purposes of negotiating a successor Memorandum of Understanding, or any other reasons mutually agreed upon, the City shall not lock out employees, and the Union shall not cause or sanction strikes or picketing. Should picketing be occasioned by persons or organizations other than the Union party to these, Terms and Conditions employees may not refuse to cross such picket line unless Operating Engineers Local No. 501 specifically sanctioned, endorsed and approved such action.

- B. Impasse

In the event that the parties are unable to reach agreement at the bargaining table, either party may request the assistance of the Public Employment Relations Board (PERB) to resolve the impasse. Should the impasse remain unresolved, the issue(s) in dispute can be submitted to the Municipal Relations Officer for processing in accordance with the Resolution of Impasses Section of the City's Employer-Employee Relations Resolution No. 555.

ARTICLE 8 - MODIFICATION CLAUSE

- A. 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 City Council.

- B. Subject matters within the scope of representation not referenced in these Terms and Conditions of Understanding may be met or conferred upon at any time during the life of this Agreement based on mutual consent of the parties to meet and confer on such matters.

ARTICLE 9 - SAVINGS CLAUSE

Should any part of these Terms and Conditions be rendered or declared illegal or invalid by legislation, decree of a 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 these Terms and Conditions.

ARTICLE 10 - PRODUCTIVITY

The Union and the City agree on the importance of productivity. The Union and employees agree to support and encourage participation in problem-solving teams should they be implemented.

ARTICLE 11 - SALARIES

- A. Effective the beginning of the pay period following City Council imposition of these Terms and Conditions, the base salary of each classification in the unit will be increased by 2%.
- B. Effective the pay period following City Council imposition of these Terms and Conditions, each unit member will receive a lump sum payment of \$500.
- C. The parties agree to tie the Power Plant Operator classification to the Power Plant Control Operator benchmark classification and set the salary of the Power Plant Operator at ~8% less than the salary of the Power Plant Control Operator classification at the 5th step.

ARTICLE 12 - SPECIAL PAY PRACTICES

A. Shift Differential

- 1. Shift differential is provided as follows:

For Swing Shift\$1.40 per hour
For Graveyard Shift\$1.40 per hour

- a. Except for those employees covered under 2 below, Shift Differential shall be paid for all hours worked on the swing or graveyard shift. Shift Differential is not to be compensated for

benefit purposes unless and only in situations required of cities by the Fair Labor Standards Act or the City's contract with PERS.

b. For purposes of applying the Shift Differential, the Swing Shift shall be defined as any hours worked between the hours of 4:00 p.m. and 10:59 p.m. on a nine-hour workday, and 3:00 p.m. and 10:59 p.m. on eight-hour Fridays, Saturdays and Sundays. The Graveyard Shift shall be defined as any hours worked between the hours of 11:00 p.m. and 6:30 a.m.

2. Employees holding classifications of Power Plant Shift Supervisor, Power Plant Control Operator or Power Plant Operator shall not receive a shift differential based upon actual hours worked, but shall instead receive shift differential pay for all paid hours regardless of shift work. The amounts payable pursuant to this section shall be \$1.05 per hour.

a. This payment will continue during the temporary assignment of individuals to day shifts.

B. Welder Assignment Bonus

Regular full-time employees in the classifications of Sr. Power Plant Mechanic, Power Plant Mechanic, and Power Plant Mechanic Helper who are required to perform welding duties and who possess a valid American Society of Mechanical Engineers (ASME) High Pressure Welding Certificate are entitled to receive a bonus of \$70 per month.

C. Asbestos Handling and Removal Bonus

Regular, full-time employees in the classifications of Sr. Power Plant Mechanic, Power Plant Mechanic, and Power Plant Mechanic Helper who are required to handle and remove asbestos and who are State of California certified to handle and remove asbestos are entitled to receive a bonus of \$70 per month.

ARTICLE 13 - OVERTIME

A. All authorized actual time worked over eight (8) hours in any one day or forty (40) hours in any workweek, and all authorized actual work performed on regular days off shall be compensated at the rate of one and one-half times the employee's hourly straight time rate, plus applicable shift differential, in accordance with the Fair Labor Standards Act.

B. Employees may request compensating ("comp") time off in lieu of overtime compensation, and will be granted comp time only subject to operational requirements. Comp time may be accumulated to a maximum of 80 hours, and must be used or paid off within one year of the date it is earned.

- C. Any employee, including "Relief Operator" who is assigned to work continuous hours in excess of eight (8) shall receive the appropriate overtime rate for all such continuous hours in excess of eight (8) even if such continuous hours worked extend into a new day.
- D. Two overtime or premium rates shall not be paid for the same hours of work, *i.e.*, there shall be no pyramiding or duplication of overtime or premium rates.
- E. Employees called into work unexpectedly outside of their regular shift shall receive pay for a minimum of two hours pay at the applicable overtime rate unless such call-in precedes an employee's scheduled shift.
- F. All unscheduled overtime, including call-ins and call-backs, occurring on the graveyard shift shall be compensated at two times the employee's hourly straight time rate, plus applicable shift differential, in accordance with the Fair Labor Standards Act.
- G. Overtime will be paid at the rate of two times the hourly straight time rate for continuous operations employees who are scheduled or called in to work overtime on their second or fourth day off.
- H. Shift or working schedules shall not be changed solely for the purpose of avoiding the payment of overtime.
- I. Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.
- J. Overtime Meals
 - 1. Call-in - When employees are called from their homes to perform emergency work outside of regular work hours, 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 without a meal. Meals shall be reimbursed by the City at a flat rate of \$15.00 per meal.
 - 2. Carry-over - When an employee is required, to work two (2) hours or more beyond regular work hours, he shall be given the opportunity to secure a meal. The City shall reimburse the employee at a flat rate of \$15 per meal. Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such subsequent meals shall be reimbursed at a flat rate of \$15 per meal.

The intent, therefore, is the City may provide the opportunity for two meals to be taken at City expense in the case where an employee unexpectedly works eight hours beyond the regular shift.

3. **Scheduled Overtime** - When an employee is required to perform pre-arranged work two (2) hours or more before regular work hours on a regular work day and continue to work into their regular work hours, they shall be provided with a meal at City expense. The City shall reimburse the employee at a flat rate of \$15 per meal. When an employee is required to perform prearranged work on a day off, meals shall be at employee's expense.

ARTICLE 14 - VACATION

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

- B. Vacation Accrual and Maximum

1. Effective the pay period that includes January 1, 2014, unit members will accrue vacation on a per pay period basis using the following schedule:

Years of continuous service	Hours accrued per pay period	Annual Accrual	Vacation Maximum Accrual
Hire date to completion of 5 years	3.08	80 hours	160 hours
6 years - completion of 10 years	4.62	120 hours	240 hours
11 years	4.92	128 hours	256 hours
12 years	5.23	136 hours	272 hours
13 years	5.54	144 hours	288 hours
14 years	5.85	152 hours	304 hours
15 years	6.15	160 hours	320 hours

- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.

D. Termination

1. Unused Vacation

- a. Any employee who terminates shall be allowed regular compensation for unused vacation that is on the books as of the last day on payroll.

E. Vacations including scheduling are subject to approval of the department head. To the extent possible, vacation preference will be given in order of receipt of the vacation request. In addition to the established vacation policy, employees in the unit shall be required to comply with the following provisions:

1. Vacation of five working days or more shall, when possible, be submitted to and acted upon by the Power Production Supervisor in January of each year. Vacation requests not submitted in January must be no later than one calendar month in advance of the requested first day of said vacation.
2. Requested vacations of two or less working days shall be submitted to the Power Production Supervisor no later than twenty-four hours in advance.
3. Except for emergencies, requests for vacations which are not submitted within the time limits stated herein, shall not be considered for approval except at the discretion of the department head.
4. Vacation schedules shall be posted on the vacation board within a reasonable time subsequent to approval by the department head or his designated representative.
5. Vacation relief schedules shall, whenever possible, be posted as far in advance as the circumstances permit.

ARTICLE 15 - HOLIDAYS

A. The following days shall be observed as holidays:

1. January 1; the third Monday in January; 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. Employees that are assigned to work a continuous shift shall observe the holiday on the calendar day on which it occurs. However, employees that

are assigned to work a non-continuous shift shall observe the holiday on the same day that the City determines that the holiday is to be observed.

- B. For non-continuous shift employees, 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, September 9 of each year shall be observed as a holiday.
- C. Every regular full-time employee shall be allowed a paid leave of absence of 8 hours for each holiday. In the event any such person's working schedule in the opinion of the head of the department with the approval of the City Manager will not permit such leave of absence, such person shall receive time and one half for hours worked on such holiday, in addition to eight (8) hours pay at his straight time rate. If any holiday falls on such person's day off, he shall be compensated by paid leave of absence on another day, or he shall receive 8 hours pay at the straight time rate as shall be determined by the head of the department with the approval of the City Manager. When an observed holiday falls on an employee's day off, he shall be scheduled in-lieu time within the same pay period as the holiday. Such in-lieu time may be pre-scheduled, prior to the holiday, within that same pay period.
- D. When a holiday falls on the normal day off, the employee shall be compensated for all hours worked over 32 in that week at the overtime rate. Should two holidays occur in one week, the employee shall be compensated for all hours worked over 24 in that week at the overtime rate

ARTICLE 16 - LEAVES OF ABSENCE

A. Sick Leave

- 1. Sick Leave is a benefit and not a right and is to be used by employees as follows:
 - a. Illness or injury to the employee not arising out of the course of employment.
 - b. Illness or injury to an immediate member of the employee's family which requires the employee to be absent from work. Immediate family member is defined as spouse, domestic partner, children, parent, parent of spouse, brother, sister, step-parents, step-children and step-siblings.
 - c. Authorized absences for medical or dental examinations that cannot be scheduled outside of regular working hours.

2. Sick Leave Provisions

a. Sick Leave Accrual

- i. Effective the first pay period of January 2014, employees are eligible to accrue on a pay period basis, up to 80 hours of sick leave per year (3.08 hours per pay period) up to a maximum of 1200 hours.
- ii. Effective the first pay period in January 2014, the extended sick leave program will be eliminated. However, based on years of service as of January 1, 2014, unit members will be credited with a one-time allotment of the following amounts to his/her sick leave bank:
 - Unit members with fifteen (15) years of service or more will have four hundred hours (400) sick leave hours credited to his/her sick leave bank.
 - Unit members with at least ten (10) years of service but less than fifteen (15) years will have two hundred and forty hours (240) sick leave hours credited to his/her sick leave bank.
 - Unit members with less than ten (10) years of service will have one-hundred and seventy-eight hours (178) sick leave hours credited to his/her sick leave bank.

b. Sick Leave Usage

Usage of sick leave shall be in accordance with the applicable provisions of the City's Manual of Personnel Practices, Policies and Procedures. Employees are eligible to only use sick leave hours that they have accrued.

3. PERS Credit for Unused Sick Leave

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

1. Employees absent for leave due to bereavement of an immediate family member may receive regular compensation for a maximum of 3 days. 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. Eligibility for bereavement shall be effective on the appointment date of the employee.
2. Immediate family member is defined as spouse, child, parent, brother or sister, grandparent, parent or spouse, or domestic partner. With approval of Management, 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.

C. Workers' Compensation Leave

1. Job-Related Injury or Illness - Any employee incapacitated by reason of an injury or illness arising out of or during the course and scope of employment shall receive the benefits awarded under the Worker's Compensation Laws of the State of California.
2. Additionally, such employees may be eligible for supplemental Workers' Compensation payments, which, when added to the benefits awarded under California Workers' Compensation Laws, will result in payment to the employee of a sum equal to his/her regular net compensation. Regular net compensation is the base hourly rate at which the employee is being paid on the date of the commencement of the job-related illness or injury, less the amount of state and federal taxes. The employee may change the number of withholding allowances to actual number of allowances, subject to verification by the Human Resources Department.
3. Eligibility for Workers' Compensation supplemental payments (hereinafter referred to as the "supplement" or "supplemental pay") as defined in the foregoing paragraph is subject to the following conditions:
 - a. Claims denied by the City via the Workers' Compensation claims process are not eligible for the supplement. If a denied claim is subsequently resolved in favor of the employee, the supplement will be paid retroactively.
 - b. 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, suspensions, 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.

- c. 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. Workers' Compensation supplemental payments shall commence with the first day of the approved absence and continue until the termination of the temporary disability, or the termination of the approved absence, or for a maximum of twelve (12) months for the same work-incurred injury, whichever occurs first.
5. The City expects that employees on Workers' 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.
6. If an employee on Workers' Compensation leave returns to work before having received the supplement for twelve (12) 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 (12) months for the same injury. The City may require an interim review on such an extended leave.

D. Jury Leave

1. Any regular full-time employee, who is summoned and ordered to report to jury duty, shall be allowed the necessary time to be absent from work at his regular rate of pay provided he/she deposits with the City any fees received for jury duty.
2. Moreover, an employee is required to promptly notify his/her supervisor of his/her summons for jury duty, so that the department can assign the employee who is on a swing shift or graveyard shift to day shift for the period of time the employee is on jury duty and the department can make any required staffing adjustments.
3. In the event the employee is released from jury duty at 1:00 p.m. or earlier, the employee must report to work for duty and work the balance of the work shift.

E. Witness Leave

In accordance with Government Code Section 1230.1, when an employee is served with a subpoena which compels his or her presence as a witness, he/she shall be granted a leave of absence with pay in the amount of the difference between the employee's regular pay and any amounts he/she receives for such appearance, other than mileage. This does not, however, apply to any employee subpoenaed to appear in any proceeding as a litigant or expert witness, subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct or connivance, or subpoenaed to appear or appearing during his/her off duty hours.

F. Military Leave

1. 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.
2. Notwithstanding the above, the City Manager may authorize a salary subsidy and/or benefits continuation classified below for employees who are involuntarily called to active duty as a result of a national emergency.
3. The City may provide a salary subsidy to supplement the employee's military pay, the total of which shall not exceed the amount of gross salary earned at the time the employee is activated. The subsidy will commence after the 30 days state-mandated full-salary provision is exhausted, and will continue until the employee is released from active military duty, but not to exceed a period of five months.
4. The City may provide continued health and dental contributions for employee and dependent coverage; provided that the employees and/or dependents are enrolled for those benefits at the time the employee is involuntarily called to active duty. This continued benefit would begin after the 30 days state-mandated benefits expire, and will continue until the employee is released from active military duty, but not to exceed a period of five months. The continued health and dental premium contribution shall be equal to the same amount of City contribution authorized for the employee's classification, but not to exceed the applicable premium rate for health and dental premiums.

G. Maternity Leave

1. The City provides an unpaid leave of absence of six months for maternity. Leaves beyond this period of time may be requested and must be approved by the City Manager.

2. Consistent with the City of Pasadena's Manual of Personnel Rules, Practices Procedures, Section 3.30, the City will grant job protected family and medical leave to eligible male or female employees for up to 12 weeks per 12 month period for the birth of a child, and in order to care for such child.

ARTICLE 17 - EMPLOYEE BENEFITS

A. Life Insurance

Effective January 1, 2014, The City will provide life insurance coverage in the amount of \$30,000, double indemnity, for each employee. Additional coverage may be purchased at the employee's expense.

B. Dental Care Program

The City will contribute 100% of the employee only premium for a dental care program as provided by the City of Pasadena. In addition, the City will contribute up to \$95.13 per month toward the premium for dependent dental care coverage.

C. Medical Insurance & EOBF Allowance

1. The City of Pasadena participates in the CalPERS Medical program (per the Public Employee medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBF allowance.
2. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
3. Effective January 1, 2014 the EOBF allowance for employees enrolled in a medical plan offered through the City is:

a.	Employee Only	\$1,141.88
b.	Employee +1	\$1,141.88
c.	Employee +2 or more	\$1,221.77
4. The parties agree that either party has the right to reopen negotiations on the EOBF allowance for future years either as part of ongoing contract negotiations or by either party requesting to do so if not currently negotiating a successor MOU.
5. Employees in the unit as of June 30, 2012 who elect to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBF opt out allowance of \$1,141,88 per month

which will be designated to the employee's deferred compensation account. Employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

6. Effective July 1, 2012, new employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$400 per month which will be designated to the employee's deferred compensation account. New employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

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. Short Term Disability Plan

1. Effective January 1, 2014, the City will implement a short-term disability plan that will provide at least the following basic provisions:
 - a. A thirty (30) calendar day elimination period
 - b. The premium will be paid by the City.
 - c. The weekly benefit will be 50% of base wages up to a maximum of \$1,730 for a maximum of twenty-two (22) weeks.
 - d. The benefit is taxable.
 - e. Employees must use accrued sick leave during the thirty (30) day elimination period.

F. Long Term Disability Insurance

1. The City will provide a Long Term Disability (LTD) Plan. The Plan will provide for disability payments to employees under, at least, the following basic provisions:
 - a. The City will pay 60% of the premium for basic coverage. The employee will pay 40% of the premium for basic coverage.

- b. Disability payments will commence on the 61st calendar day of the illness or injury. Effective January 1, 2014, the LTD plan has a 180 day elimination period.
- c. Payments shall not exceed a total of 50% of the employee's salary up to a maximum benefit of \$900 per month and will be coordinated with deductible benefits as provided under the LTD Plan.
- d. The maximum benefit period will be five years.
- e. The employee will pay for all premiums through payroll deduction.
- f. 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.

G. Deferred Compensation

Employees may participate and contribute to the deferred compensation program presently in effect.

ARTICLE 18 - TUITION REIMBURSEMENT

- A. 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.
- B. 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.

ARTICLE 19 - WORK UNIFORMS AND SAFETY SHOES

- A. The employee must pay for and replace any uniform lost or stolen which has been assigned to him or her. Rules and regulations for the wearing of uniforms shall be set by the operating departments.