

- B. The City shall provide work uniforms to operating personnel when assigned to maintenance duties.
- C. Employees who are required to wear safety shoes will be reimbursed two hundred fifty dollars (\$250) annually in the month of October for the cost of purchasing such safety shoes. Employees who incur additional expense for the purchase of approved safety shoes shall be reimbursed up to \$50.00 for that additional expense upon presentation of a receipt.
- D. The City shall also reimburse employees up to two hundred fifty dollars (\$250) annually for safety glasses which meet ANSI standard Z87.1-1989.

**ARTICLE 20 - RESPIRATORY EXAMINATIONS**

The City shall provide each bargaining unit employee with one respiratory examination, consistent with Federal law.

**ARTICLE 21 - BILINGUAL PAY**

During the term of these Terms and Conditions, employees may be eligible to receive bilingual pay of \$75 per month under guidelines established in the Bilingual Incentive Program provisions of the City's Manual of Personnel Rules, Practices and Procedures.

**ARTICLE 22 - RETIREMENT**

- A. Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public Employees Retirement System.
- B. Unit members employed by the City of Pasadena on or before December 31, 2012 and employees hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or are members of an agency with reciprocity, are provided the following retirement benefits:
  - 1. Miscellaneous 2.5% @ 55 benefit formula.
  - 2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  - 3. Effective the beginning of the pay period following City Council imposition of these Terms and Conditions, employees pay the 8% employee/member contribution on a pre-tax basis.
  - 4. Effective the beginning of the pay period following City Council imposition of these Terms and Conditions, the City no longer reports the value of the member contribution as special compensation to CalPERS.

- C. Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013, are provided the following retirement benefits:
  - 1. Miscellaneous 2% @ 62 benefit formula with a three year (36 month) final compensation period.
  - 2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  - 3. Employees will pay one-half of the total normal cost.
  
- D. The City contracts for the following optional benefits which apply to all miscellaneous employees:
  - 1. 1959 Survivor Benefit Level 4 (Section 21574)
  - 2. Pre-Retirement Option 2W Death Benefit (Section 21548)
  - 3. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
  - 4. \$500 Retired Death Benefit (Section 21620)
  - 5. 2% Annual Cost of Living Allowance Increase (Section 21329)
  - 6. Unused Sick Leave Credit (Section 20965)
  - 7. Military Service Credit (Section 21024)
  
- E. Value of City - Provided Uniforms as Compensation under PERS - In accordance with PERS regulations, the City will report a uniform value of \$189 per year to PERS for compensation purposes for each employee who is provided a City uniform.

**ARTICLE 23 - PAYROLL**

- A. Step Raises
  - 1. 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, based on satisfactory job performance. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:
    - a. Step 3-6 months after the Step 2 increase
    - b. Step 4-1 year after the Step 3 increase
    - c. Step 5-1 year after the Step 4 increase

2. Probation shall be one year for all employees newly hired or promoted.
- B. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary schedule, he shall advance to the lowest step in such higher salary schedule that will provide an amount equal to or nearest to a one-step increase in compensation. The one-step increase will be measured by the compensation schedule from which the employee is being promoted.
  - C. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

#### **ARTICLE 24 - TEMPORARY/OUT OF CLASS ASSIGNMENT**

- A. When an employee is assigned on a temporary basis to the duties of an unfilled position, and such employee assumes the full duties and responsibilities of that position for a minimum of one (1) full day, such employee shall be compensated from the first day of the temporary appointment with 5% acting pay.
- B. Management shall determine if an employee is qualified to perform the duties of the higher Position.
- C. When there is a current eligibility list, an employee will be selected from that list whenever possible. Whenever possible, temporary assignments will be rotated among qualified employees such that no one employee holds the temporary assignment for longer than six months except for relief operator assignments which shall be for 12 months (or longer upon mutual agreement). Special project assignments may, at the discretion of management, last longer, or for the duration of the project.

#### **ARTICLE 25 - PAYROLL DEDUCTIONS AND DUES**

- A. 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 at any time by the employee upon voluntary written notice to the Human Resources Department.
- B. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.

#### **ARTICLE 26 - DISCIPLINE**

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination. These actions are subject to the employee's right to grieve.

## ARTICLE 27 - GRIEVANCE

### A. Definition

1. 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 refers to a full-time, regular employee who has initiated a grievance.

### B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
2. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:
  - a. Be self-represented
  - b. Be represented by another person
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 these Terms and Conditions.
  - a. The representative shall be entitled to:
    - i. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
    - ii. 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 these Terms and Conditions 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 fourteen (14) 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, or the City 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. This is the sole and exclusive method for resolving grievances.
8. Incidents involving allegations of racial and/or sexual discrimination or harassment may be filed and taken to Step 2 of the grievance process. At that point, the employee has the option of processing the issue through the Department of Human Resources or through the grievance procedure, but not both. The employee shall inform the City of his/her election at the second step.

C. Grievance Procedure

1. Step 1
  - a. The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee and the immediate supervisor are in the same representation unit, the grievance shall be presented to the next higher level supervisor not included in the unit. If the employee elects to be represented (per "Guidelines, Para.2"), upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.
  - b. The immediate supervisor shall make whatever investigation deemed necessary and shall arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.

- c. 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

- a. If the employee desires to appeal his 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 fourteen (14) 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.
- b. The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee.
- c. 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 fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d. If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Advisory Arbitration for resolution may be made, except in the case of appeal of an oral warning, in which case Step 2 shall constitute the final appeal.

D. Advisory Arbitration

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

3. Within seven (7) calendar days after receiving the notice to appeal a grievance to arbitration, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration.
4. 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. The arbitrator shall, at the beginning of the hearing referred to below, state his opinion as to what the issue or issues are.
5. The parties shall select a competent arbitrator mutually agreed to by both parties, or shall request PERB 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.
6. Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbitrator.
7. The arbitrator shall hold a hearing on the issue, or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. He 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 Terms and Conditions 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 employee.
8. Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the employee by letter whether or not he intends to take any further action 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.
9. Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbitrator, including transcripts required which shall be determined in advance of the hearing. Each party shall bear its own witness and attorney fees.

**ARTICLE 28 - ALTERNATIVES TO LAYOFF**

- A. If, during the term of these Terms and Conditions, the City determines that work force reductions are necessary, shall, together with the Union, explore the following options prior to utilization of the layoff procedure.
1. Utilize normal attrition;
  2. Offer voluntary retirement and buyout packages, including those developed by the Water & Power Labor-Management Committee. Voluntary retirement severance packages may include, but are not limited to, early retirement incentives, lump sum severance payments, and reimbursement for educational expenses.
  3. After completion of the processes set forth above, the City may layoff employees in accordance with the layoff procedure set forth below.
  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 29 - 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.

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 (*i.e.*, Power Generation, Power Distribution). Employees with two or less years in



their classification series have the right to return to their prior classification series.

3. Within a given class, individuals will be laid off based upon seniority in that classification.
4. The layoff priority of employment categories shall be as follows:
  - a. Temporary or provisional employees.
  - b. Probationary, regular, part-time employees.
  - c. Probationary, regular, full-time employees.
  - d. Regular, part-time employees.
  - e. Regular, full-time employees.
5. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate procedures may be initiated.
6. Employees for whom a layoff appears imminent shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
  - a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
  - b. If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
  - c. If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
    - 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.

7. Departments, other than the one in which the particular layoff occurred, are not obligated to accept the laid-off employee.
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 eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department where the layoff occurred, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.
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 reemployment list and shall be eligible as follows:
  - a. To compete in promotional examinations for which they are qualified for a period of 12 months.
  - b. To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.
13. 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) month's pay.
  - a. Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his benefit.

- b. Employee must have completed at least one year of service before being entitled to this benefit.
- 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 12 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his 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 payment will be made in one sum and will be independent of any severance pay received.
  - iv. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin accumulating again the claimed benefit(s) on the date that they report back to work.
  - v. Laid-off employees who are not recalled within the 12-month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
  - vi. The employee shall have the option to make the total premium payment so that the above listed insurance programs may remain in full force and effect during the period of the layoff not to exceed twelve (12) months.
- d. In the event of death of an employee while receiving severance pay, such payment shall cease.

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

D. Procedure

1. Notice: Each affected employee shall receive written notice from the appointing authority, specifying the exact date when layoff is to be effective; and at least two weeks' notice shall be given.
  - a. The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.

2. Recall List: The Human Resources Department will automatically establish a recall list for a period of 12 months.
  - a. All departments where classifications exist which are on the recall list will be notified of the employee's availability.
  - b. Individuals on the recall list will be appointed to vacancies for which they qualify in the department from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists - promotional or open competitive - are used.

### **ARTICLE 30 - WORK SCHEDULES**

- A. Work schedules are defined as an employee's normally assigned hours of the day, days per week and the employee's shift rotation schedule.
- B. The standard work week is Monday, 12:01 A.M., through Sunday, midnight, except that shift employees may be assigned to work a schedule on a Sunday through Saturday basis consisting of forty (40) hours.
- C. The normal day for the shift employee shall be eight (8) consecutive hours. An employee, who, after reporting to work as scheduled, is sent home to return at a later time in the same day to work a different shift will be given the opportunity to work a complete reassigned shift.
- D. Shift employees are defined as those employees assigned to a regular shift on a twenty-four hours, seven days per week basis.
- E. The normal work schedules showing employee's shifts, workdays and hours, shall be posted on the bulletin board at least fourteen (14) calendar days prior to their effective date.
- F. Changes in normal work schedules shall not be made arbitrarily but to meet the operational needs of the department or for other legitimate reasons. Whenever possible, at least ten calendar days' notice will be provided to employees affected by a change in the normal work schedule. Notice of change(s) affecting individual employees shall be made as far in advance as circumstances permit.
- G. Shift employees are permitted to eat a meal during the work shift. Meal time during an employee's shift shall be taken when conditions permit and the meal shall be consumed at the employee's assigned work station.
- H. No employee shall leave his assigned shift until relieved unless otherwise directed by the appropriate authority.

- I. Forty hour-a-week employees are entitled to paid leave benefits based on an eight hour day regardless of their work schedule. Employees working less than full time but not less than half time shall receive proportional benefits as follows:
  - 1. Medical and Dental - 30 hours a week or more.
  - 2. Retirement - at least four hours per day on a regular basis or an average of 87 hours a month, if hours vary from day to day. (No retirement eligibility for less than six months of part time work.)
- J. Employees assigned as "Relief Operators" will normally work on a Monday through Friday workweek and will normally be assigned Saturday and Sunday as days off; however, "Relief Operators" may be assigned to work any five-day period during the workweek.
  - 1. "Relief Operators", when not actually assigned to a shift, may be assigned to a variety of Maintenance and Operational projects.
- K. During periods of major outages extending beyond one month, Operations crew assigned to work with Maintenance crew shall be assigned the same 9/80 work schedule as Maintenance crew.
- L. During the term of these Terms and Conditions, IUOE and the City agree to continue discussions regarding work schedules and evaluating the viability and operational effectiveness of a 4/10 work schedule using a joint labor management committee.

### **ARTICLE 31 - SAFETY**

- A. It shall be the responsibility of the City to administer the Safety Program and to make every reasonable effort that safety rules are carried out by all employees, in order to provide and maintain a safe place of employment. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner. The Union will cooperate by encouraging all members covered by this agreement to perform their work in a safe manner.
- B. 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 conditions to their immediate supervisor.
- C. Should a dispute arise over the application or interpretation of a safety rule, such dispute shall be resolved by use of the grievance procedure with the option for management to engage the services of a qualified safety consultant. However, nothing in these Terms and Conditions 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 32 - WELLNESS AND DRUGS/ALCOHOL**

- A. The parties agree that the health, welfare, and safety of employees in the unit are a primary concern. Therefore, employees are encouraged to participate in Wellness programs as and if provided by the City. Further, employees shall not report for work under the influence of drugs or alcohol, or possess alcohol or illegal substances while at work. "Under the influence of drugs or alcohol" means the excessive use of alcohol, the use of any illegal substance, or misuse of a prescribed drug in a manner and to a degree that causes impairment in the employee's work performance or the ability to use City property or City equipment safely. The parties agree to take necessary steps to fulfill these responsibilities and minimize potential dangers.
- B. Without detracting from the rights and obligations recognized above, the City and Union agree to cooperate in encouraging employees affected with the condition of alcohol or drug abuse to undergo a program directed to the objective of their rehabilitation.
- C. All employees holding classifications represented by this union agree to comply with the Alcohol and Drug Abuse Policy as provided by the City. Attached as Exhibit II is the text of the policy.

**ARTICLE 33 - TRANSPORTATION DEMAND MANAGEMENT PROGRAM**

Unit employees represented by I.U.O.E. who are assigned to the power plant (which is exempted from AQMD trip reduction requirements by Regulation XV) will not participate in the City's PRIDEshare Program. This exemption is due to all of the following: (1) continuous rotating shift operation, (2) number of unit employees (less than 50), and (3) non-use of City funded parking structures in the Civic Center area.

**ARTICLE 34 - NO SMOKING**

All employees holding classifications represented by this union agree to comply with the No Smoking Policy as provided by the City.

**ARTICLE 35 - CHILD CARE**

All employees holding classifications represented by this union shall be entitled to participate in the Child Care Voucher and Subsidy Program as provided by the City.

**ARTICLE 36 - MILEAGE**

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

**ARTICLE 37 - APPRENTICESHIP & TRAINING PROGRAM**

- A. The City of Pasadena and the Southern California Operating and Maintenance Engineer, Local 501, Apprenticeship Training Trust Fund (Apprenticeship Training Trust Fund) agree to enter into a contract for apprenticeship and journeyman training. City employees enrolled in the Operating and Maintenance Engineers Apprenticeship Program (apprenticeship program) will receive training and classroom instruction as specified in the apprenticeship curriculum of the apprenticeship program.
- B. Each fiscal year, the contract amount shall not exceed \$225.00 per year per journeyman based on the number of journey level Power Plant employees in the bargaining unit. In consideration, the City of Pasadena shall be provided with at least six (6) apprentice training slots and as many journeyman training slots as are available, on a first come first serve basis.
- C. The parties agree that the City of Pasadena will be the sole determinant as to the number of apprentices employed by the City.
- D. Local 501 will make a good faith effort to work with the City of Pasadena to upgrade the training program, and seek any economic support that may be available through other sources.



## EXHIBIT I

### SCHEDULE OF COMPENSATION RATES

1. Regular compensation is the step on the salary step schedule which the employee is being paid on the date of the job related illness or injury.
2. The Probationary Period is a part of the testing process. Probation shall be for one (1) year for all newly hired and promoted employees. Discharge during this period is not subject to appeal.

Effective December 30, 2013

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Control Room Operator	36.3673	38.1498	39.8703	41.6034	43.3487
Power Plant Mechanic	33.5452	35.0924	36.6396	38.2364	39.8457
Power Plant Mechanic Helper	25.7619	27.1510	28.5519	29.9410	31.2826
Power Plant Operator	33.5451	35.0924	36.6396	38.2364	39.8457
Power Plant Shift Supervisor	42.8784	45.5521	48.2504	50.9242	53.5978
Senior Power Plant Mechanic	37.4864	39.2288	40.9457	42.7521	44.5456
Power Plant Apprentice:					
Entry level	60% of Power Plant Operator Step 1				\$20.1271
Upon successful completion of Semester 1	65% of Power Plant Operator Step 1				\$21.8043
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1				\$23.4816
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1				\$25.1589
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1				\$26.8361
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1				\$28.5133
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1				\$30.1906
Upon successful completion of Semester 7	95% of Power Plant Operator Step 1				\$31.8678
Upon successful completion of Semester 8	100% of Power Plant Operator Step 1				\$33.5451

## EXHIBIT II

### ALCOHOL AND DRUG ABUSE POLICY

#### 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.

#### B. POLICY

It is the 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 nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the 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.

The City reserves the right to 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 determined 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.

#### C. APPLICATION

This policy applies to all employees of 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, when there is a reasonable expectation of being called to duty, when on breaks, during meal periods 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 or off 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;
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 or as soon as reasonably possible bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and
8. Report to the supervisor or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug 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 or subject to being called. "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.

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

- a. Slurred speech;
  - b. Odor of an alcoholic beverage on breath;
  - c. Unsteady walking and movement;
  - d. An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use;
  - e. Physical altercation;
  - f. Verbal altercation;
  - g. Unusual behavior where the cause may be symptomatic of suspected use;
  - h. Possession of alcohol or drugs; or
  - i. Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
3. 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. Whenever possible a witness will be asked to observe the employee as well.
  4. 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.

5. Managers and supervisors shall not physically search the person or employees, nor shall they search the personal possession of employees without the consent of the employee.
6. 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 reasonable 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.

**G. CONSEQUENCES OF FAILING DRUG AND/OR ALCOHOL ANALYSIS**

1. Pre-employment Physicals
  - a. Failure to take a pre-employment drug test when scheduled may result in not being hired.
  - b. A positive result from a drug and/or alcohol analysis will result in the applicant not being hired where the applicant's use of drugs and/or alcohol (including lawful use of prescribed drugs/alcohol) could affect requisite job standards, duties or responsibilities.
  - c. If a drug screen is positive at the pre-employment physical, the applicant must provide within 24 hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
2. During Alcohol/Drug Tests Ordered for Reasonable Suspicion
  - a. All testing shall be conducted by a laboratory certified by the National Institute on Drug Abuse and licensed by the State of California. Such laboratory shall perform such quality measures as will ensure the accuracy of the results it reports, including split of samples.

- b. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.
- c. If the drug screen is positive, the employee must provide within 24 hours of request or as soon as reasonably possible bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, 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.
- d. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable discipline 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. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; and (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.