

Attachment 3



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PASADENA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL UNION NO. 721

APRIL 27, 2013 – JUNE 30, 2015

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ARTICLE 1 **PREAMBLE**

- A. This Memorandum of Understanding (hereinafter referred to as a MOU) is entered into by the City of Pasadena (hereinafter referred to as City), and Local 721 of the Service Employees International Union, SEIU, (hereinafter referred to as the Union or SEIU 721).

- B. It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding wages, hours and other terms and conditions of employment between the employees represented by Local 721 of the Service Employees International Union and the City of Pasadena. As used herein, the term "employee" means any person regularly employed by the City and assigned to a classification listed herein.

- C. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby expressly superseded or terminated in their entirety.

ARTICLE 2 **RECOGNITION**

In accordance with provisions of the Charter of the City of Pasadena, the Meyers–Miliias–Brown Act (MMBA) of the State of California and provisions of Employer–Employee Labor Relations Resolution No. 555, the City recognizes the SEIU Local 721 (SEIU 721) as the majority representatives 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 as listed in Exhibit I. All other classes not specifically listed are excluded from representation by SEIU 721.

ARTICLE 3 **TERM OF MOU**

The MOU is effective April 27, 2013 – June 30, 2015

ARTICLE 4 **SCOPE (MANAGEMENT RIGHTS)**

It is understood and agreed that the City reserves and retains all its inherent exclusive and non–exclusive managerial rights, powers, functions, and authority as follows: The rights of the City include, but are not limited to, the exclusive right to: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) direct its

employees; (5) take disciplinary action for cause; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; and (11) exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 5 UNION ACTIVITIES

- A. Reasonable Time Off to Meet and Confer – the formally recognized employee organization may select not more than two employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during regular work hours without loss of compensation.

- B. The Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the Municipal Employee Relations Officer at least two working days in advance of such meetings. Provided, further that:
 - 1. No employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official.
 - 2. Any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.
 - 3. Management will endeavor to schedule such meetings during employee’s regular work hours, unless the parties agree to meet outside of the employee’s regular work hours.

- C. Access to Work Locations – Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or his/her authorized–representative. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

1. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.
- D. Use of City Facilities – The Union may, with approval of Human Resources, be granted use of City facilities for meetings to conduct Union business meetings provided the request for such use is made at least two business days prior to such meeting.
- E. The Union agrees that, except as specifically provided by the terms and conditions in the Employer–Employee Resolution or in this MOU, employees shall not be permitted to engage in Union activity during time in which they are being compensated by the City.

ARTICLE 6 USE OF BULLETIN BOARDS

- A. Recognized employee organizations, such as SEIU 721, may use portions of City bulletin boards under the following conditions:
 1. All materials must receive the approval of the department or division head in charge of the departmental bulletin board.
 2. All materials must be dated and must identify the organization that published them.
 3. The actual posting of materials will be done by a representative of the recognized employee organization after approval by the department head. Unless special arrangements are made, materials posted will be removed 31 days after the posting date by a representative of the recognized employee organization. Material which the department head considers objectionable will not be posted, provided however, the department head shall first discuss this denial with the Municipal Employee Relations Officer.
 4. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to employee organizations' materials.
 5. An employee organization that does not abide by these rules will forfeit its right to have material posted on City bulletin boards.

ARTICLE 7 **NON-DISCRIMINATION**

The provisions of the MOU shall be applied equally to all employees without discrimination as defined by the laws which protect against discrimination based on protected class status as well as participation in the Union. Examples of protected classes include but are not limited to: age, gender, sexual orientation, disability, national origin, and religion.

ARTICLE 8 **NO STRIKE – NO LOCK OUT**

The parties to the 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, 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 9 **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, provided however, this provision shall not be deemed to preclude mutually agreed upon meet and confer sessions for the purpose of altering, waiving, modifying or amending this MOU.

ARTICLE 10 **SAVINGS CLAUSE**

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

ARTICLE 11 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 Public Employment Relations Board (PERB) to facilitate mediation to resolve the impasse. Should the impasse remain unresolved, the union may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

ARTICLE 12 SALARY INCREASES

- A. Effective the beginning of the pay period following City Council approval of the MOU, unit members will receive a 2% base salary increase.
- B. Effective the beginning of the pay period that includes July 1, 2014, unit members will receive a 1% base salary increase.

ARTICLE 13 OVERTIME

- A. All authorized actual time over forty (40) hours in any work week, and all authorized actual work performed on holidays shall be compensated at the rate of one and one-half times the employee's hourly straight time rate. The 40 hours shall consist of all authorized actual time worked, and/or authorized paid leave time.
- B. Time worked shall be rounded to the nearest quarter of an hour (7 minutes or less round down; 8 minutes or more round up).
- C. Overtime shall not be paid in addition to regular time or leave time for the same hours of work.
- D. Employees recalled to work unexpectedly outside of their regular shift shall receive pay for a minimum of two (2) hours at one and one-half times the employee's hourly straight time rate. If an employee is scheduled in advance to work outside of normal work hours or to report early to a regular shift, no minimum payment will be required.

ARTICLE 14 BILINGUAL PAY

Employees may be eligible to receive bilingual pay of \$75 per month under guidelines established in the Bilingual Incentive Program provisions of the Manual of Personnel Rules, Practices and Procedures.

ARTICLE 15 LEAVES OF ABSENCE

A. Sick Leave

1. The Sick Leave may be granted for: personal illness or injury ; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent, spouse or registered domestic partner as defined by California Labor Code section 233) in who is ill/injured and needs care as permitted by that law.
2. Sick Leave Use
 - a. Every employee who is unable to report to work at his usual time shall either call, or have someone call, his/her supervisor before the time he/she is scheduled to report for work to explain an absence. If a supervisor doesn't answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
 - b. Department heads shall have the authority to approve sick leave use for all employees.
 - c. Employees requesting to use sick leave for four days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employee's supervisor before returning to work.
 - d. A unit member who while on vacation becomes ill/injured and who provides a doctor's verification of illness/injury prior to returning to work that verifies that leave time for injury or illness in excess of three days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Department Head.
3. Sick Leave Provisions
 - a. 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.

- b. At the time of retirement from the City of Pasadena, employees may elect to convert up to 1200 hours of accumulated sick leave to CalPERS retirement service credit pursuant to Government Code Section 20965.
- c. For separation of employment other than retirement, sick leave accrual has no cash value to the employee.

B. Bereavement

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. "Immediate family member" is defined as spouse, child, parent, brother or sister, parent of spouse, grandparents, grandchildren, step parents, step children, step sister, step brother or registered domestic partner as defined by State law. Under special circumstances, the department head may approve bereavement leave upon the death of other than immediate family members as herein defined. Bereavement leave is provided separate from the sick leave provision.

C. Workers' Compensation Leave

1. Job-Related Injury or Illness - Any employee incapacitated by reason of an injury or illness arising out of or in the course of his employment shall receive his/her regular compensation for a period not to exceed ten months. Regular compensation is the base salary which the employee is being paid on the date of the job related illness or injury. Such payment shall commence with the first day of the approved absence and end with the termination of the temporary disability, or the termination of the approved absence, or the expiration of ten months, whichever occurs first.
2. Where the approved absence is of less than ten months duration, and illness thereafter recurs or further treatment is necessitated in connection with the same injury or illness, the City Manager may grant additional leave of absence, subject to the limitations provided in the foregoing paragraph, but not to exceed a cumulative total of ten months.
3. This subsection shall not apply to any claim denied by the Division of Industrial Accidents - Workers' Compensation Appeals Board.

D. Military Leave

1. Military leave of absence will be granted and paid in accordance with the law.
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.

E. Jury Leave

1. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
2. There will be no reduction in pay for a unit member that is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court with four or more hours remaining on his/her shift, 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 any amount received from the court for the jury duty, excluding mileage.
3. In those cases in which the employee is not released by the court with four or more hours remaining on his/her shift, the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City any amount received from the court for jury duty, excluding mileage.
4. Employees will submit proof of jury service to his/her supervisor.

ARTICLE 16 **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.

1. Vacation Accrual and Maximum

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

2. Request to use vacation

- a. Two (2) unit employees shall be allowed to schedule vacation at any one time.
 - b. Employees will be permitted to request vacation in December of each year for the upcoming twelve months during the December reservation process. The Department will distribute vacation selection forms by mid-November. Employees may reserve time for vacation by submitting the vacation selection form by the 2nd Friday in December.
3. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
 4. The Department shall inform all employees who submit a vacation request whether their request will be granted by December 31st. In the event that the Department cannot accommodate all vacation requests, seniority within each classification will be used to make the final decision. The Department will process all first choice vacations (with conflicts decided by seniority), then process all second choice vacations. Once the Department informs the employee that their vacation request is granted, the Department may not cancel the request unless in the event of an emergency.
 5. The Department will make every reasonable effort to accommodate vacation requests which are submitted after the reservation period.

Employees should submit any requests as soon as possible but no later than 3 working days prior to the request time.

B. Termination

Unused Vacation - Any employee who separates from employment, shall be allowed regular compensation for unused vacation accumulation as of the last actual work day. Payment for accumulated vacation will be processed with an employee's final paycheck.

ARTICLE 17 HOLIDAYS

- A. The following days shall be observed as 8 hour holidays 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.
- B. Unit employees receive eight (8) hours of floating holiday per calendar year. Floating holiday hours will be added to each employees floating holiday bank with the first pay period in January. Use of floating holiday hours is subject to supervisor approval. Floating holiday hours are capped at sixteen (16) hours.
- C. 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.
- D. Every regular full-time employee shall be allowed a paid leave of absence of 8 hours for each holiday.
 - 1. 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 all hours worked on the holiday, in addition to 8-hours holiday pay at the straight time rate.
 - 2. If any holiday falls on such person's day off, he/she shall be compensated by paid leave of absence on another day, or he/she shall receive 8 hours pay at the straight time rate as shall be determined by the head of the department.

- E. Employees of the Solid Waste Division will normally be required to work on all designated holidays, with the exception of January 1, the third Monday in January, the first Monday in September, the fourth Thursday in November, and December 25. Notwithstanding the aforementioned provision, the City may determine that any of the above holidays may be worked to meet reasonable operational demands.

ARTICLE 18 REST PERIODS

- A. Every employee shall be provided two 15-minute rest periods per day for each period of not less than three or more than four hours. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes.
- B. 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.
- C. Rest periods or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

ARTICLE 19 CLEAN UP TIME

Fifteen minutes at the end of the employee's shift shall be provided for purposes of clean-up to those employees whose jobs necessitate such clean up time. Should employees need additional time for clean-up, or time beyond the end of his/her shift, supervisor approval is required in advance to authorize the additional time worked.

ARTICLE 20 EMPLOYEE BENEFITS

A. Life Insurance

The City will provide life insurance coverage in the amount of \$20,000 for each employee.

B. Dental Care Program

The City will contribute 100% of the premium for the employee-only dental care coverage as provided by the City of Pasadena. For employees who cover a dependent, the City will contribute up to an additional \$75.84 per month for the dental plan premium.

C. Health Insurance/Employee Option Benefit Fund

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:

Tier 1:	Employee Only	\$1,081.85
Tier 2:	Employee +1	\$1,109.11
Tier 3:	Employee +2	\$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 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 \$962.85 per month which will be designated to the employee’s deferred compensation account. Employees may elect to have 65% of the EOBF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.
6. Effective January 1, 2014, new employees electing 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 \$400 per month which will be designated to the employee’s deferred compensation account. New employees may elect to have 65% of the EOBF Opt Out allowance paid as cash in lieu of depositing deferring the total allowance to a deferred compensation account offered by the City.

D. Short Term Disability Plan

1. The City will provide a Short Term Disability (STD) Plan. The plan includes the following provisions:
 - a. Thirty (30) calendar day elimination period. Disability payments begin on the 31st day.
 - b. Payments shall not exceed 50% of the employee's salary up to \$1,730 per week.
 - c. Maximum duration is twenty-two weeks (154 days).
 - d. The premium will be paid by the City. The benefit is taxable to the employee.

E. 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. Disability payments will commence on the 181st calendar day of the illness or injury.
 - b. Payments shall not exceed a total of 50% of the employee's salary up to a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD plan.
 - c. The maximum benefit period will be five years.
 - d. The City and employee will jointly contribute to the cost of the Plan with the initial dollar contribution based on the City contributing \$4 per month and the employee \$2 per month.
2. 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 21 RETIREMENT

- A. Retirement benefits shall be provided as currently specified under the City of Pasadena's contract with 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 approval of this MOU, employees pay the 8% employee/member contribution on a pre-tax basis.

 - 4. Effective the beginning of the pay period following City Council approval, the City does not report the value of the member contribution

- 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 (for 2013 the rate is 6.25%).

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)

ARTICLE 22 REIMBURSEMENTS

A. Tuition Reimbursement

1. Unit 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 five hundred dollars (\$500) 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.
2. 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.

B. Uniforms

1. Uniforms shall be provided to employees consistent with the conditions specified in the City’s uniform vendor contract. Uniformed employees shall present themselves on each working day dressed in the approved uniform.
2. Rules and regulations for wearing of uniforms shall be set by the operating departments.
3. Employees who are required by Management to wear safety shoes/boots in carrying out their job duties, shall be reimbursed up to \$200 annually for the cost of purchasing such boots. Such safety shoes/boots must meet safety standards as determined by Management. Employees required to

wear safety shoes/boots shall purchase such shoes/boots within 90 days of hire.

ARTICLE 23 SAFETY VESTS AND RAIN GEAR

The City shall provide and replace safety vests, work jackets with reflector markings and rain gear which includes rain boots. Employee shall be responsible for proper care and maintenance of their safety vests, work jackets and rain gear, and shall reimburse the City for any lost or stolen items which have been assigned to the employee.

ARTICLE 24 PRIDESHARE II

Unit members must participate in the PrideShare II program as identified in the City's Personnel Manual of Policies and Procedures. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Non-Solo drivers have benefits provided per the policy.

ARTICLE 25 SALARY ADMINISTRATION

A. Probationary Period

The probationary period for employees hired into unit classification is twelve months.

B. Advancement Through Salary Range

1. Employees hired at step 1 are eligible for advancement to step two after successful completion of six months of service.
2. Movement to additional steps (3-5) shall be based on satisfactory job performance and shall be reviewed in the following time intervals:
 - a. Step 3 – six months after the step 2 increase
 - b. Step 4 – six months after the step 3 increase
 - c. Step 5 – six months after the step 4 increase

C. Salary Upon Promotion

Unit employees promoted from Solid Waste Truck Operator I to Solid Waste Truck Operator II will be promoted to the lowest step of the salary range that provides at least a 5% base pay increase. In no event shall an employee be placed on a salary step higher than the top step of the Solid Waste Truck Operator II salary range.

D. Temporary Assignment

1. When a Solid Waste Truck Operator I is temporarily assigned as a Solid Waste Truck Operator II, the following shall govern:
 - a. To be considered for temporary assignment, a Solid Waste Truck Operator I must possess a valid Class B operator's license, be currently on an active Solid Waste Truck Operator II eligibility list or be deemed qualified as a driver by the department, based upon completion of appropriate training and satisfactory evaluation of performance.
 - b. Upon assignment as a Solid Waste Truck Operator II, the employee shall be placed at Step 4 of Solid Waste Truck Operator II rate of pay. Upon accumulation of six months of actual assignment, all subsequent assignments shall be at Step 5 of Solid Waste Truck Operator II rate of pay.

ARTICLE 26 PAYROLL DEDUCTIONS AND DUES

A. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the MOU comply with the applicable state law addressing the requirements of an agency shop (Government Code Section 3502.5).

B. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by the Unit shall, as a condition of continued employment, either join the recognized employee organization (SEIU, Local 721), or pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization. Employees also have the option to pay the service fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Service Code.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this MOU may be rescinded by a majority vote of all the employees represented by this Unit at any time during the term of the MOU.

D. Union Responsibilities-Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in *Chicago Teachers Union, Local No. 1, AFT. AFL-CIO et al. vs. Hudson* 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers each year that this agency shop MOU is in effect.

E. Implementation

1. The parties acknowledge that the City has provided all current employees with an authorization notice advising them that the City has entered into an Agency Shop agreement with the Union, and that all employees in the Unit must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption (described below in subsection (F)) from this requirement. The City will provide a similar authorization to all employees hired into positions represented by the Union. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues, a service fee or a charitable contribution equal to the service fee. Employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the Finance Department.
2. If the form is not completed properly and returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular bi-weekly paychecks of such employee. The effective date of Union dues, service fee, or charitable contribution shall begin no later than the first full pay period after receipt of the authorization form.
3. The employee's earning must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of