



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PASADENA

AND THE

PASADENA POLICE OFFICERS ASSOCIATION

April 22, 2013 – June 30, 2016

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Article 1. PREAMBLE

- 1) The Pasadena Police Officers Association (hereinafter "PPOA" or "Association"), a recognized employee organization, and the City of Pasadena, a Public Agency (hereinafter "City" or "Employer", have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement.
- 2) It is the intent and purpose of this Memorandum of Understanding ("MOU") to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All present written rules and present established practices and employee rights, privileges and benefits that are subject to Meet and Confer shall remain in full force and effect unless specifically altered by the provisions of this MOU.
- 3) It has been and continues to be the case that the parties have operated in good faith. It is the desire and intent that such good faith will continue in the application of all manner of relations between the parties even when there are disagreements between them.
- 4) The MOU represents the agreement of both parties and will be adhered to by City representatives and PPOA members. MOU implementation training will be provided to all Police Department supervisory staff within sixty days of the adoption of the agreement.

Article 2. RECOGNITION

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

Article 3. TERM

The term of this MOU is April 22, 2013 – June 30, 2016. The provisions of this MOU shall remain in effect while the parties are meeting and conferring on a successor MOU.

Article 4. MANAGEMENT RIGHTS

- A. It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.
- B. Except where limited by specific provisions elsewhere in this MOU nothing in this MOU shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; (11) exercise complete control and discretion over its organization and the technology of performing its work.
- C. The practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment shall be subject to the grievance procedures.

Article 5. PPOA BUSINESS AND MEETINGS

- A. Officers and Directors of the PPOA shall be certified to the Director of Human Resources. Each Officer or Director will be expected to perform duties as an elected representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for Association activities to take place during working hours; for example, investigation and preparation of processing of complaints, and preparation of complaints, disputes and grievances, attendance at board and general meetings. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the PPOA representative involved, provided that the representative notifies his/her on-duty supervisor whenever possible, prior to taking time from duty to engage in Association business that exceeds one hour. When called in from off duty to meet with the Police Chief or other supervisor regarding Association business, such time will constitute hours worked and time will be compensated accordingly.
- B. Monthly PPOA Meeting: The monthly meeting of the Officer and Directors of the PPOA may be held on Employer time each month not to exceed three (3) hours, unless additional time is approved by the Employer. If such meeting is not held

the three (3) hours of Employer time will lapse. No overtime or compensatory time will be paid for this meeting.

- C. Upon supervisor approval, the Employer may allow PPOA Officers and/or Directors leave during duty hours for the purpose of attending training classes, seminars, forums, conventions, or conferences to the extent that such leave does not unreasonably interfere with the Employer's operations.
- D. Negotiation Team: Not more than four (4) members of the PPOA Board of Directors shall be allowed to attend the collective bargaining negotiations for a successor to this Agreement during duty hours. If a negotiation session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the session.
- E. The City will comply with its obligation under the law to provide PPOA with information necessary to represent its members.

Article 6. ASSOCIATION REPRESENTATIVES

- A. The City agrees to recognize and deal with an appropriate number of officers, including Association Officers and Directors (also known as "stewards"), so that each employee in the bargaining unit will have reasonable access to a union representative. No officer other than the president nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Association activities, until the Director of Human Resources of the City has been notified in writing by the President of his/her selection as an official or steward. Notice of changes in the selection of officials and stewards, and their alternates, will be given whenever such changes occur.
- B. The Association recognizes that there may be necessary occasions when a different steward or officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the association will promptly notify the Office of the Chief of Police or Human Resources, if applicable.

Article 7. BULLETIN BOARDS

- A. Space shall be provided on City bulletin boards at their present locations for posting of notices and bulletins of the following types:
 - 1. Notices of recreational, social affairs, and related business news;

2. Notices of elections; provided that this shall not include campaign material;
 3. Notices of appointments and results of elections;
 4. Notices of meetings;
 5. Constitution, by-laws, and proposed amendments thereto;
 6. Such other notices as may be mutually agreed upon.
- B. All materials posted on bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Association. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such.
- C. In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Police Chief at the time of their posting. Any false or misleading statement posted is cause for loss of use of notification procedures on City property. In the event objectionable material is posted, the City representative will so inform the Association, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
- D. The Association shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the Association whenever the City removes such bulletin boards.

Article 8. NON-DISCRIMINATION

The provisions of the MOU shall be applied equally to all employees and the City and Union agree that they shall not unlawfully discriminate on any basis that is protected by law.

Article 9. DUES & ASSOCIATION MEMBERSHIP

- 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.

- B. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.
- C. Employees may withdraw, revoke or cancel association membership upon written notification to the Human Resources Department during the months of April and October of any year.

Article 10. NO STRIKE

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

Article 11. MODIFICATION CLAUSE

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

Article 12. 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 boards, such invalidation shall not affect the remaining portions of this MOU.

Article 13. IMPASSE

- A. In lieu of any concerted action by the Association or its members, either party may request the assistance of the Public Employment Relations Board (PERB) for the purpose of assigning a mediator in an effort to resolve the dispute. Should the dispute remain unresolved, the matter may be referred to the City Council for determination as described in the City's procedure for Resolution of Impasse. Additionally, the Association may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

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

Article 14. SUCCESSOR AGREEMENT

It is the intent of the City and PPOA to commence negotiations for a successor MOU at the earliest mutually convenient date prior to the expiration of this Memorandum of Understanding.

Article 15. COMPENSATION

A. Salaries

1. Effective the pay period following City Council approval of this MOU, base pay will be increased by 2%.
2. Effective the pay period that includes July 1, 2014, base pay will be increased by 3%.
3. Effective the pay period that includes July 1, 2015, base pay will be increased by 2.5%.

[The salary schedule for unit members is listed in Exhibit I.]

B. Retirement

1. Retirement benefits shall be provided pursuant to the City of Pasadena's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with the Public Employees' Retirement Law and CalPERS regulations.
2. Unit members employed by the City of Pasadena on or before December 31, 2012 and unit members hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or who are members of an agency with reciprocity, are provided the following retirement benefits:
 - a) Safety 3% @ 55 retirement formula (Section 21363.1)
 - b) Final Compensation Period – One Year (Section 20042)
 - c) Effective the pay period following City Council approval of this MOU, employees will pay three percent (3%) of the member contribution on a pre-tax basis. The City will pay and report the

value of Employer Paid Member Contributions (per resolution) of 6%.

- d) Effective the pay period that includes July 1, 2014, employees will pay an additional three percent (3%) for a total of six percent of the member contribution on a pre-tax basis. The City will pay and report the value of the Employer Paid Member contribution (per resolution) of 3%.
 - e) Effective the pay period that includes July 1, 2015, employees will pay an additional three percent (3%) for a total of nine percent of the member contribution on a pre-tax basis. The City will report the value of Employer Paid Member Contributions (per resolution) as 0%.
3. 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:
- a) Safety 2.7% @ 57 retirement formula;
 - b) Final Compensation Period – Three Years;
 - c) Unit members contribute one-half of the total normal cost toward retirement. Effective January 1, 2013 that amount is 12%.
4. The City contracts for the following optional benefits which apply to all employees:
- a) 1959 Survivor Benefit Level 4 (Section 21574);
 - b) Pre-Retirement Option 2W Death Benefit (Section 21548);
 - c) Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551);
 - d) Post-Retirement Survivor Allowance (Section 21624/26/28);
 - e) Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635);
 - f) \$500 Retired Death Benefit (Section 21620);
 - g) 2% Annual Cost of Living Allowance Increase (Section 21329);

h) Unused Sick Leave Credit (Section 20965).

C. Court Appearance Pay

1. Unit members required to appear in court in connection with the performance of his/her duties, while not being compensated for work, shall receive a minimum of three (3) hours of pay at time and a half his/her base hourly rate of pay. If an employee is required to be in court during morning and afternoon sessions, such employees shall receive a minimum of six (6) hours of pay at time and one-half his/her base hourly rate of pay.
2. Unit members required to appear telephonically or remotely will be paid for actual hours worked at time and one-half his/her hourly base rate of pay.
3. For out of City court, the employee shall receive one (1) hour travel time at the time-and-one-half base rate, which is in addition to the compensation for court appearance.
4. PPOA and Police Management representatives shall jointly review and consider the feasibility of implementing a procedure for on-call court appearance duty. Any changes in court appearance duty or pay which affects existing sections of this Memorandum of Understanding shall be subject to approval by the City Council.

D. Special Assignment Pay

1. Unit members assigned to the following special assignments will receive additional compensation. This pay will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment as special compensation:
 - a) Motorcycle Patrol - \$300 per month;
 - b) Helicopter Pilot - \$700 per month;
 - c) Flight Time Premium (Helicopter Observer Duty) - \$300 per month;

- d) Field Training Officer (FTO) Coordinator - \$300 per month;
 - e) Gang Detail (Special Enforcement Section (SES)) - \$300 per month. The parties agree that this assignment includes SWAT and that no additional compensation is provided for SWAT.
2. Field Training Officer - \$3.00 per hour when conducting training. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment as special compensation
3. Unit members assigned to the following special assignments will receive additional compensation. This pay is not reportable to CalPERS as special compensation.
- a) Movie Detail (non-supervisory) - \$63.00 per hour.
4. Rose Bowl event pay will be compensated at time and one-half the employees' base hourly rate of pay at top step of the unit member's classification for all hours worked, except for swap meet events which are compensated at time and one-half step 5 of Police Officer. Rose Bowl events have a four hour minimum.
- a) Should a Rose Bowl event be cancelled with less than 24 hours' notice, employees scheduled to work will be paid four hours at straight time.
5. K-9 Officer
- a) Unit members assigned as K-9 handlers shall receive an additional three and one half (3.5) hours per week of pay at time and one-half his/her regular rate of pay for off duty care of the dog. This includes all time spent on and off duty to care for the following, but not limited to, feeding and cleaning up after the animal, attending to the animal's physical health, welfare and grooming, training, medicating, veterinary care, daily and routine maintenance to the canine vehicle and field equipment. The parties acknowledge that the Fair Labor Standards Act entitles the parties to agree to a reasonable level of compensation for the performance of off duty canine duties. The compensation derived at in this agreement was determined after an actual inquiry of the K-9 Officer(s) of the number of hours spent each week performing the off-duty tasks identified above related to the canine. The parties agree that the compensation provided herein based on that inquiry compensates

the dog handler for three and one half (3.5) hours at time and one half per week. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment.

b) This program shall be operated in accordance with department policy. In addition to special compensation for off duty care, the City will provide or pay for the following:

- 1) Dog run at home;
- 2) All necessary or required equipment for the dog and employee;
- 3) All veterinary expenses;
- 4) All dog food;
- 5) Assigned take home vehicle;
- 6) Portable radio with charger for home.

6. Range Qualification Pay

a) Unit members required to complete department required range qualification and classroom training outside of regularly scheduled hours shall be compensated at time and one half base hourly rate of pay. This has a two hour minimum.

7. Bilingual Pay

a) Unit members in the following sections volunteering to serve as bilingual communicators and who pass a bilingual proficiency exam are eligible to receive bilingual pay: patrol, traffic, detectives, vice/narcotics, community relations, gang enforcement, youth services and jail.

b) Bilingual pay shall be \$140 per month. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) bilingual pay.

E. Educational Incentive Pay

1. Unit members who possess the following will receive additional compensation. Employees are eligible one level of pay, typically the highest level of pay for which they qualify. This pay will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Pay as special compensation:
 - a) Jr. standing at an accredited college (typically completing at least sixty college units) - \$175 per month;
 - b) Associates degree from an accredited college - \$225 per month;
 - c) Bachelor's degree from an accredited college - \$550 per month;
 - d) Advanced POST Certificate - \$550 per month.

F. Call Back and Standby/On-Call Pay

1. Call Back: Unit members are subject to call back to respond to emergencies or operational issues identified by the Police Chief or his/her designee.
 - a) Call back is the unscheduled call to an off-duty employee requiring that they report to work. Call back procedures are established by department policy.
 - b) Unit members are compensated at time and one half an employees' hourly base rate of pay for hours worked beginning when they are called to report for duty.
 - c) Unit members provided with a cell phone or pager to facilitate contact from the department but who are not otherwise restricted in personal pursuits nor required to comply with pre-established response times are compensated under call back should they be required to respond to work.
2. Standby/On-Call: Unit members may be scheduled for standby/on-call duty (typically in one week increments). Standby/On-Call duty is prescheduled.

- a) Standby/On-Call for one week increments will be compensated with seven (7) hours of base pay or compensatory time-off.
- b) Standby/On-Call for less than one week increments will be compensated with one (1) hour of base pay per day or compensatory time off.
- c) Employees whose comp time balance is at the maximum (120 hours) will be paid Standby/On-Call pay as straight time at his/her base hourly rate of pay.
- d) Employees assigned to standby/on-call are subject to the following requirements:
 - 1) Be ready to respond immediately to calls for service;
 - 2) Be reachable by telephone, pager or vehicle radio;
 - 3) Be en route as soon as possible, but no longer than thirty (30) minutes after receiving call;
 - 4) Refrain from intoxicants or other activities which might impair the ability of the Sergeant to perform the assigned duties;
 - 5) Be able to return to the City or location of an emergency within ninety (90) minutes.

Article 16. HOURS OF WORK/WORK SCHEDULES

A. Work Schedules

- 1. Unit members shall be paid for all hours worked. Unit members' record hours worked in fifteen minute increments of time. When an employee works more than seven minutes into the next payroll increment, the employee is expected to round up to fifteen minutes.
- 2. Work schedules are defined as an employee's regularly assigned hours of work. Unit members work a 4/10 or 3/12.5 work schedule. All unit members are scheduled to work 160 hours in the 28 day FLSA work period.
 - a) Unit members assigned the 4/10 work schedule work four ten hour shifts each week.

- b) Unit members assigned the 3/12.5 work schedule work three twelve and one-half hour days each week and one ten hour day in the twenty-eight day work period.
 - c) Each shift includes a paid thirty minute meal period with an additional fifteen (15) minutes for travel time.
3. Changes in work schedules may be made to accommodate operational needs of the department. Unit members (except those assigned to SES or SIU) shall be provided at least seven (7) calendar days' notice in writing for changes in work schedules, work hours, or work assignment unless the change is to accommodate staffing at a special event where the City was provided less than seven days of the need for department staffing.
4. Unit members assigned to Special Enforcement Section (SES) and Special Investigations Unit (SIU) work irregular schedules consisting of varied days and hours and therefore will frequently need to adjust work schedules to accommodate the unit operations. Although the seven day notice of work schedule changes is impractical, an effort will be made to consider individual employee circumstances when adjustments need to be made to hours and days of work.

B. Shift Trading

1. Unit members have the right to trade shifts with their colleagues within the same classification subject to the following conditions:
- a) Both employees agree to the shift trade voluntarily.
 - b) A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
 - c) The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will have the time recorded on his/her timesheet by the individual completing the timesheet as time worked on his or her time sheet.
 - d) Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

- e) If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her sick leave (or other accrued leave if sick leave bank is zero) deducted.

C. Overtime

1. Overtime is subject to pre-approval in compliance with department procedures and the City will ensure the member is compensated. Should pre-approval be impractical due to the exigency of the work, approval must be sought as soon as possible thereafter in accordance with department procedures.
2. Actual hours worked in excess of an employee's regular schedule will be paid at time and one-half the employees' regular hourly rate of pay.
3. Unit members may elect to accrue compensatory time off in lieu of payment of overtime up to a maximum of one-hundred and twenty (120) hours.
4. Employees may not receive overtime while also being compensated for any other hours of work except for movie detail or special events where the employee's compensation is contributed to by a third party at time and one-half the base rate of pay.
5. Except in an emergency to maintain operations, unit members will be provided a minimum of a six (6) hour break between work shifts.

D. Compensatory Time Off (Comp Time)

1. In lieu of receiving payment for overtime, an employee may request in advance to accrue compensatory time off at the rate of time and a half for each hour worked subject to a maximum accrual of one hundred and twenty (120) hours. The department has the sole discretion to grant the accrual of comp time or to pay the overtime.
2. The time during which an employee may use accrued compensatory time off is subject to approval by the Police Chief or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least ten calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to

use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

3. Employees may request to cash out accrued compensatory time off at any time.
4. Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

E. Rest Periods

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

Article 17. LEAVES OF ABSENCE

A. Vacation

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	160 hours
Six 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

- a) Effective the pay period that includes October 1, 2013, upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the

maximum.

- b) Unit members are allowed to cash out up to seventy-two hours of vacation once per calendar year. Cash outs are paid at the base hourly rate of pay.
- c) Included with the October 2, 2013 paycheck, unit members will receive a cash out of all vacation hours within eighty (80) of the maximum accrual, paid at the base hourly rate of pay paid at his/her base hourly rate of pay as of September 1, 2013.
- d) Vacation approval is subject to the process identified in the Police Department policy. For efficient administration of the department, should the City Manager determine that vacation leaves of absence cannot be scheduled; the City Manager may authorize pay in lieu of vacation or allow accumulation of vacation above the maximum accrual.
- e) Vacation continues to accrue to the maximum while an employee is in paid status which includes receiving 4850 benefits. It may also include time on FMLA/CFRA when an employee uses accrued leave and military leave when the City provides salary continuance.
- f) Upon separation from employment, any accrued but unused vacation will be paid to the employee with the final paycheck.

B. Holidays

1. Unit members are eligible for holiday pay for the following nine holidays:
 - a) January 1
 - b) Third Monday in January
 - c) Last Monday in May
 - d) July 4th
 - e) First Monday in September
 - f) November 11th
 - g) Fourth Thursday in November
 - h) The day following the fourth Thursday in November
 - i) December 25th
2. Holiday pay for the above nine days will be provided as follows:

- a) Holiday pay equivalent to a unit members regular scheduled hours will be paid at the employee's hourly base rate of pay. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).
 - b) For employees whose work shift begins on the designated holiday:
 - 1) Hours worked will be paid at time and one-half the employee's base hourly rate of pay.
3. Annually, unit members will receive floating holidays in his/her floating holiday bank with the first pay period in January. The value of the holidays will be as follows:
- a) Unit members working the 4/10 receive thirty (30) hours;
 - b) Unit members working the 3/12.5 receive twenty-five (25) hours.

C. Sick Leave

- 1. 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) who is ill/injured and needs care as permitted by that law.
- 2. Every employee who is unable to report to work for his/her scheduled shift shall either call, or have someone call his/her supervisor at least ninety (90) minutes preceding the time he/she is scheduled to report to work to explain the 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.
- 3. The Police Chief or his/her designee has the authority to approve sick leave for unit members.
- 4. Unit members 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 employees' supervisor before returning to work.

5. 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 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 Police Chief.
6. Sick Leave Accrual
 - a) Unit members accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
 - b) Sick leave accrual that is in excess of 1200 hours may be cashed out or allocated to the employees' defined benefit plan at 50% of its value. This election can occur once per calendar year.
 - c) Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit.
 - d) Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes.

D.. Military Leave

Military leave of absence may be granted for the duration of a war or national emergency or as required by the Military and Veterans Code. Per California Military and Veteran's Code section 395.01, an employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity (provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty), and who has been employed by the City for at least a year is entitled to receive his or her salary or for the first 30 calendar days of any such absence. Pay for those purposes may not exceed 30 days in any one fiscal year.

E. Bereavement

1. Unit members may use up to three consecutive work days or shifts of bereavement leave due to the death of an immediate family member (spouse, registered domestic partner, child, step-child, parent, parent of spouse/registered domestic partner, grandparent, brother, or sister)

2. Under special circumstances, the Police Chief may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member.

F. Family Medical and Pregnancy Disability Leave

1. The City provides benefits, including leave, pursuant to the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).
2. The City provides benefits, including leave, pursuant to the Pregnancy Disability Act (PDA).
3. Maternity Leave & Reduced Work Schedule
 - a) For unit members, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.
 - b) In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.
 - c) Employee may request that all or part of their earned sick leave, vacation time or compensatory time not be used or run out prior to the leave of absence, but remain on the books for the employee's future use upon their return to work.

Article 18. BENEFITS

A. Life Insurance

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

B. Dental Care Program

The City will contribute 100% of the employee only premium for dental coverage in one of the City offered plans. For employees who cover one or more dependents, the City will contribute up to an additional \$55.00 per month toward the dental plan premium.

C. Health Insurance

1. The City of Pasadena participates in PEMHCA (CalPERS Medical program). The City contributes the statutory minimum toward the medical premium for employees.
2. The City provides unit members with an Employee Option Benefit Fund (EOBF) allowance which is used to offset additional health premium costs.
3. Effective January 1, 2013 the EOBF monthly allowance (including the PEMHCA minimum) for employees enrolled in a medical plan offered through the City is:
 - a) Employee Only \$1106.15
 - b) Employee +1 \$1106.15
 - c) Employee +2 \$1191.24
4. The EOBF allowance will be increased when the lowest plan premium available to all employees plus the PEMHCA minimum exceeds the current allowance. The increased amount will equal the lowest plan premium (minus the PEMCHA minimum) in each tier available to all employees.
5. Unit members who opt-out of medical coverage and who provide proof of medical coverage to Human Resources receive \$1106.15 per month. Unit members whose EOBF amount exceeds premium costs or who opt-out will have the excess funds contributed to the employees' deferred compensation account.
6. Effective July 1, 2013, any new employee represented by PPOA who opts out of medical coverage will receive \$400 per month to be used at his/her discretion.

D. Retiree Health

1. For each unit member, the City shall contribute 3% of base pay directly into the post-retirement medical trust fund designated by the Pasadena Police Officers Association.
2. The Association shall be solely responsible for maintaining and allocating funds from the post-retirement medical trust fund. The Association shall

indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.

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

E. Tuition Reimbursement

1. Regular employees pursuing a Bachelor of Arts degree or higher in a job related field at an accredited college or university shall be eligible for tuition reimbursement of up to \$850.00 per fiscal year. In addition, Management shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program.
2. 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.
3. 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.

F. Uniforms and Department-Issued Equipment

1. Unit members’ purchase their first set of uniforms. Uniforms are replaced annually per department policy.
2. Uniforms that are replaced due to damage as a result of performing the job will be replaced with the same uniform that was damaged at no cost to the employee.
3. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such_pursuant to Title 2, CCR 571(a)(5) the City will report as special compensation, \$300 per year as the value of the uniforms for a unit member employed on or before December 31, 2012. “New members” as defined under the Public Employees’ Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.
4. The Department issued equipment includes the following: service weapon, gun belt, baton and holder, OC spray and holder, conducted energy weapon, holster, ammunition-loaders-case, handcuffs and case, belt keepers, rain coat, rain cap for hat, whistle with chain, motorcycle

riding breeches, motorcycle riding boots, motorcycle safety helmet, flight helmet with appropriate eye protection, Nomex flight suit.

5. Rules and regulation for wearing and replacing uniforms and equipment shall be set by the department.
6. The employee is responsible for the proper care and maintenance of uniforms and department-issued equipment.

G. Body Armor

1. Safety vests will be issued by the department and replaced according to department policy and Exhibit III of the MOU.
2. The department will purchase replacement vests in an amount not to exceed \$920.00. Any additional cost is paid by the employee.
3. Employees in patrol or performing work in the field are required to wear safety vests pursuant to department policy.

H. Long Term Disability

1. The City will provide a long term disability plan that will provide for disability payments to employees under, at least, the following basic provisions:
 - a) Disability payments will commence on the 61st calendar day of the illness or injury;
 - b) Payments will be coordinated with deductible benefits as provided under the LTD plan, not to exceed a total of 50% of the employee's salary or a maximum of \$900 per month;
 - c) The maximum benefit period will be five years;
 - d) The City will contribute up to \$6.00 per month to the cost of the Plan.

I. Mileage Reimbursement

The City will provide reimbursement to the employee for use of his/her personal vehicle for authorized work related travel. Such reimbursement shall be equal to the rate allowed for tax deduction by the federal IRS for unreimbursed employee business expenses for the applicable calendar year.