

Article 19. SALARY ADMINISTRATION

A. Step Increases

Employees hired or promoted to Step 1 of a pay range shall be considered for Step 2 salary at the end of 6 months. 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:

1. Step 3--6 months after the Step 2 increase
2. Step 4--1 year after the Step 3 increase
3. Step 5--1 year after the Step 4 increase

B. Promotion

1. The promotional probation period for Police Corporal is one year.
2. When an employee is promoted from Police Officer to Police Corporal, he/she shall promote to the following step:
 - a) If currently at Police Officer step 1-4 – promotion is to Police Corporal step 1
 - b) If currently at Police Officer step 5 – promotion is to Police Corporal step 3
3. Additional step increases will be reviewed in six month increments until such time as the employee is at the top step of the salary range.
4. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

C. Temporary Assignment

1. The department head may authorize the temporary assignment of an absent employee's duties to a qualified employee whenever such qualified employee is available in a lower salaried class.
2. Whenever possible and practical, when there is a current eligibility list, an employee will be selected from that list, with preference given to those who have been previously certified to the department as the top qualified candidates.

3. Payment at the new rate shall begin on the first day of assignment to the higher classification.
4. The assignee, under this provision, shall be expected to fulfill most of the functions and responsibilities of the absent employee for the period of the assignment.
5. The assignee, under this provision, will be paid for those days worked during the period of the assignment at the rate provided as if he/she were promoted to the classification of the absent employee; that is, at the lowest step in the higher classification most nearly equal to a one-step increase in the assignee's classification.

Article 20. DISCIPLINE

- A. The City may take disciplinary action for just cause. Disciplinary actions shall include: oral and written warnings, suspension, demotion and termination as well as any action which would entitle the employee to an administrative appeal as described by the Public Safety Officers' Procedural Bill of Rights Act.
- B. The following shall apply to personnel investigations:
 1. Interview Procedures
 - a) In all cases wherein the employee is interviewed, the person responsible for the interview shall:
 - 1) Inform the employee that he/she has a right to be represented by counsel or any representative during the interview.
 - 2) An employee under investigation may, upon request, receive a copy of the following prior to the officer's interrogations: (a) any citizen complaint and/or department complaint which forms the basis for the internal affairs investigation; (b) any statements prepared by the subject employee (such as written reports to superior officers) or summaries or MAV video/audio recordings or verbatim transcriptions of any statements of the subject employee prepared by another person which the subject officer knowingly gave and which relates to the matter under investigation, such as pre-investigation interviews.

- 3) Conduct the interview at a reasonable time and date to allow for the employees procurement of representation.
 - 4) Identify to the employee all persons present or participating in the interview.
 - 5) Conduct the interview for a reasonable length of time.
 - 6) Not expose the employee to offensive language, threats of transfer, disciplinary action, or loss of employment.
 - 7) Cause a recorded record to be made of the interview, which shall be available to the employee on request.
- b) In the event the employee is being investigated for a criminal offense, prior to the interview, the employee shall be advised of his/her rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has commenced, then the interview shall cease while the employee is admonished.
- c) Employees, when ordered by a superior, must answer questions directly and narrowly related to the allegations under investigation.
- 1) Unless mandated by a court order, these statements will not be used, and are not admissible, in a criminal trial.
 - 2) Failure to answer questions when ordered may result in disciplinary action and/or termination.
 - 3) If the employee is ordered to answer questions, the following statement may be read into the record:
 - i. "The Police Department of Pasadena, California, is conducting an investigation and I, _____, a Police Officer/Corporal for the City, have been ordered to answer questions."
 - ii. "I have been advised that if I do not comply with the order, I may be disciplined or terminated from the department for failure to obey said order."

- iii. "In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law."

C. Skelly Meeting

As part of the pre-action due process procedure granted to employees, employees will be given the option of using one of the following formats for the "Skelly" meeting:

1. Meeting between the Chief and the employee only;
2. Meeting between the Chief, the employee and the employee's representative;
3. Meeting between the Chief, the employee and the employee's representative – meeting is tape recorded.
4. The employee must notify the Chief prior to the meeting as to which option he/she desires to use.

D. No employee shall be disciplined or terminated, or in any way discriminated against for exercising their lawful rights pursuant to this policy.

E. This policy is effective immediately and cancels any previous conflicting order or procedure.

Article 21. GRIEVANCE

A. Definition

1. Grievance: A dispute between an employee or employees and the employer regarding an interpretation or application of the MOU, or of the written rules and regulations governing conditions of employment.
2. Employee: A bargaining unit member.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment.
2. Discrimination Complaint Procedure - Allegations of unlawful discrimination shall be processed through the Human Resources Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.
3. 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
4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.
5. The representative shall be entitled to:
 - a) Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
 - b) A copy of any written decisions or communications to the employee concerning the grievance proceedings.
6. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
7. A general grievance regarding interpretation and implementation of the Memorandum of Understanding may be filed by the Association on behalf of employees represented by PPOA. A general grievance shall be filed in writing with the Director of Human Resources within ten (10) calendar days of the action in question.
8. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time

limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.

9. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

- a) The employee or PPOA shall orally present the grievance to the immediate supervisor or Human Resources to identify appropriate representative within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee elects to be represented (per "Guidelines, Paragraph 2") upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.
- b) The immediate supervisor or designee shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within 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 or PPOA 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/her grievance to Step 2, the employee shall submit the grievance in writing on the City's Grievance Form, to the Police Chief, within ten (10) 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 or PPOA President.
- c) The Police Chief 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 ten (10) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d) If the employee or PPOA 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. However, oral and written warnings are not subject to appeal beyond the Step 2 level.

D. Advisory Arbitration

1. If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Association may appeal the grievance to arbitration. The appeal shall be in writing; shall be signed by the authorized Association representative, 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, he/she may be assisted by his/her representative in this appeal.
3. 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 issue, or issues, and jointly submit their statements to the arbiter. The arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.
4. Within seven (7) calendar days following the meeting to prepare the issues statement, the parties shall request PERB 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.

5. 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 flipping a coin) until one (1) name remains, and that person shall be the arbitrator
6. 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/she shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be in conformance with the Memorandum of Understanding and/or applicable City rules. The opinion shall be advisory only and shall not be binding on either party. Further, the opinion shall be limited to the issue, or issues, presented to the arbiter. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the Union or the employee.
7. Within thirty (30) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the Union or the employee whether or not he/she 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.
8. 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 22. 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 Job Series (i.e., Police Officer and Police Corporal). If there is a layoff, employees with two or less years as a Police Corporal have the right to return to their prior Police Officer classification.
3. Individuals will be laid off based upon seniority.
4. 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) Employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
 - b) If any employees cannot be placed as described above, such employees may be considered by other departments as follows:
 - 1) The employee is physically able to perform the required duties.
 - 2) 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.
 - 3) The employee meets the minimum qualifications and physical standards of the position.
 - 4) Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee.
5. 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.

6. 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.
7. 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.
8. 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.
9. Any employee who must be laid off shall receive a severance pay benefit based on the following considerations: (Should it be determined that the City of Pasadena is required to participate in Unemployment Compensation Insurance, negotiations shall be reopened on this issue only and severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.)
 - a) Severance pay shall be at the rate of 60% of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments.
 - b) 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/her benefit.

- c) Employee must have completed at least one year of service before being entitled to this benefit.
- d) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoffs.
- e) Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - 1) 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.
 - 2) 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/her 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.
 - 3) The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
 - 4) Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin reaccumulating the claimed benefit(s) on the date that they report back to work.
 - 5) 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.

- f) In the event of death of an employee while receiving severance pay, such payment shall not continue to employee's beneficiaries, such payment shall cease.
 - g) Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to re-employment, the employee will be removed from the reemployment list.
 - h) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
 - 1) 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 or programs supported by other agencies.
10. Employees who: (a) may be transferred, (b) accept a voluntary demotion, (c) are reemployed by the City, shall meet the job requirements of the class into which they are placed.
11. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
12. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
13. 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 23. DRUGS AND ALCOHOL

It is the responsibility of the City, the Association, and the employees to maintain a safe, healthy, and productive work environment. Therefore, employees shall not report to work under the influence of drugs or alcohol, or possess or use alcohol or illegal substances while at work, nor have their ability to work impaired as a result of the use of drugs or alcohol, as such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and danger to employees and liability to the City. "Under the influence of drugs or alcohol" means the use of alcohol or 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 equipment safely.

[A detailed policy statement on drug and alcohol abuse is listed in Exhibit II.]

Article 24. TRANSPORTATION DEMAND MANAGEMENT PROGRAM (PRIDESHARE II)

Unit members must participate in the PrideShare 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. NO SMOKING POLICY

Unit members shall comply with the No Smoking policy of the City of Pasadena and the Police Department.

Article 26. LIGHT DUTY

- A. At the discretion of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the

Division which the employee was injured and may involve a change of work hours and/or days off.

- B. Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion. On duty injuries shall take precedence, however.
- C. Light duty assignments shall be limited to sixty (60) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than sixty (60) calendar days. Short term extensions of light duty assignments may be approved by the Department when medical evaluation indicates that an employee's return is imminent at the end of the sixty (60) day period.
- D. In addition, Officers and Corporals who are injured or ill from causes unrelated to the job may apply for a waiver of the sixty (60) calendar day rules when:
 - 1. There is a predictable time frame for a return to full duty;
 - 2. To comply with the sixty (60) calendar day rules would cause significant financial hardship; and
 - 3. The Department has specific work for the employee to perform.
- E. If a waiver is granted, such waiver does not create a permanent light duty position, but is rather, intended solely to reasonably accommodate an employee on a temporary basis.
- F. To the extent permitted by law, the sixty (60) calendar day limit set forth in this subsection shall not apply in the case of pregnancy. Upon request, the Department and Association may re-open negotiations on the light duty policy as it applies to pregnancy assignments.

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective September 9, 2013.

CITY OF PASADENA

PASADENA POLICE OFFICERS ASSOCIATION

Michael J. Beck, City Manager

Robert Mercado, PPOA President

Kristi Recchia, Director of Human Resources

Darryl Harris, Negotiating Team Member

Peter J. Brown, Liebert Cassidy Whitmore

Paul McKinney, Negotiating Team Member

Darryl Qualls, Deputy Police Chief

Sean Dawkins, Negotiating Team Member

Jaime Arellano, Management Analyst

EXHIBIT I

**Pasadena Police Officers Association
Represented Classifications
and
Schedule of Compensation Rates**

Effective January 14, 2013

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	38.9684	40.1977	41.4998	42.7535	44.0069
Police Officer	31.8734	33.6381	35.3663	37.2160	39.0293

Effective beginning of the pay period following City Council adoption of MOU – 2% increase

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	39.7478	41.0017	42.3298	43.6086	44.8870
Police Officer	32.5109	34.3109	36.0736	37.9603	39.8099

Effective beginning of the pay period that includes July 1, 2014 – 3% increase

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	40.9402	42.2317	43.5997	44.9168	46.2336
Police Officer	33.4862	35.3402	37.1558	39.0991	41.0042

Effective beginning of the pay period that includes July 1, 2015 – 2.5% increase

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	41.9637	43.2875	44.6897	46.0397	47.3895
Police Officer	34.3233	36.2237	38.0847	40.0766	42.0293

EXHIBIT II

City of Pasadena and PPOA Alcohol and Drug Policy

A. PURPOSE

It is the purpose of this policy to ensure that unit members who perform their job do so free of the effect of alcohol or any substances (whether illegal or not) 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

With the exception of those job circumstances which necessitate the handling, possession or consumption of drugs by employees in the performance of their duties, it is City's policy that employees' shall not be under the influence of or in possession of alcohol or drugs while on City premises, at work locations, while on duty, or before reporting 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 any drugs or substances.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the parties recognize that it is important that the employee 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 and substantially interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

If the City has a reasonable suspicion that an employee may have alcohol or drugs on City property, the City may proceed in a manner consistent with Government Code section 3309. Employees reasonably believed to be under the influence of alcohol or drugs (the use of alcohol or any illegal substance or use of a prescribed drug in a manner and to a degree that causes any impairment in the employee's work performance or the ability to use City property or equipment safely) shall be prevented from engaging in further work, may, as addressed below in this policy, be ordered to submit to a drug and or alcohol test and shall, for safety purposes be provided transportation from the work site, whether that is to a drug and or alcohol test or if no test is administered, to the employee's residence or other similar location.

Employees who voluntarily seek treatment for alcohol consumption, abuse or alcoholism or substance abuse requiring an absence from work may, with department

head approval, be allowed to use earned sick leave and/or vacation during such absence. The employee is also entitled to use Family and Medical Care Leave in accordance with the law.

C. APPLICATION

This policy applies to all employees of the City of Pasadena and represented by PPOA. 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 ASSISTANCE PROGRAM

The City encourages the voluntary utilization of the Employee Assistance Program (EAP) established by the City as an important method for dealing with substance abuse. All potential problems will be handled on a case by case basis. Overall consideration is directed towards the health and safety of the employee, co-workers and members of the general public.

The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can contact the EAP and arrange an appointment with a counselor.

Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through the EAP. In addition, employees who are concerned about alcohol and/or drug use among their co-workers should strongly encourage those individuals to seek assistance through the EAP. Voluntary use of the EAP by the employee may consist of counseling, out-patient rehabilitation, in-patient rehabilitation or any other treatment recommended by the EAP counselor provided employee and public safety is not compromised. EAP usage is not considered voluntary in the case of a management referral or if the employee decides to use the EAP services after their substance abuse problem has been discovered by city officials.

All voluntary or self-referral contacts are held in confidence by the EAP unless the employee requests, through specific written release of information, that the Human Resources Director, supervisor, Employee Organization or other parties be notified.

The employee's compliance with the EAP is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary utilization of the EAP or any other treatment service. Use of the program does not replace normal disciplinary procedures for unsatisfactory job performance or conduct.

The employee can schedule an appointment on his/her own time (days off, before or after the work shift, lunch break) without letting anyone know of this. Sick leave time may be used for self-referral appointments during regular work hours if unable to schedule during off-duty hours. If an employee requires additional leave time for substance abuse treatment, he/she may request a leave of absence, subject to approval by the Police Chief.

Employees and/or their dependents are responsible for all deductibles and co-payment costs associated with in-patient or out-patient counseling services and substance abuse treatment. The City will only bear the costs necessary to keep the EAP in effect and available.

E. EMPLOYEE RESPONSIBILITIES

Except in the performance of duty, an employee must:

1. Refrain from the use of, or possession of, illegal drugs, substances or narcotics.
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug (whether illegal or legal) use.
3. Not possess or use alcohol during working hours, when on breaks, or during meal periods.
4. Not possess or use illegal drugs or substances or prescription drugs without a prescription.
5. Not directly or through a third party sell or provide illegal drugs or substances to any person, including any employee, while either employee or both employees are on duty or off duty.
6. Submit to a urine, breath or blood test, when reasonable suspicion as defined in F-2 is present, and when appropriately ordered by a supervisor or manager.
7. An employee should 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.
8. Provide within 24 hours of request (or as soon as 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.

9. Report to any supervisor up to and including the City Manager, 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.
10. 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. The City will be supportive of those who seek help voluntarily, and may authorize the use of earned sick leave or vacation, or leave of absence. The City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

F. 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 (XVII).
2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. "Reasonable suspicion" is a clear indication based on objective facts and personal observation of at least two employees, one which must be a supervisor, 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 safely, effectively and efficiently is impaired.

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

- a) Slurred speech;
- b) Odor of an alcoholic beverage on breath;
- c) Unusual, anti-social behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
- d) Unsteady walking and movement;
- e) An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use of drugs or alcohol;
- f) Patterns of physical altercation;

- g) Unusual behavior where the cause may be symptomatic of suspected use of drugs or alcohol;
 - h) Possession of alcohol or drugs unrelated to job responsibilities;
 - i) Information obtained from a reliable person with personal knowledge. The supervisor shall verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
1. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall, prior to or within 24 hours of such requests, document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence (as defined above) of drugs or alcohol.
 2. 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 to the collection facility to submit to the test.
 3. In addition to the reasonable suspicion testing set forth above, individuals serving in the capacity as Helicopter Pilots, K-9 Handlers and Special Investigation Section shall be subject to random drug testing. Individuals serving in these sections shall be subject on a random periodic basis. Individuals wishing to enter these assignments may be subject to testing prior to being assigned. Testing conducted pursuant to the provisions of the random testing program shall be conducted pursuant to the provisions of this section.
 4. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the consent of the employee.

G. PHYSICAL EXAMINATION AND PROCEDURE

The urine, breath, blood, or other appropriate test (as determined by the lab) 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, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids. Any positive drug test shall be confirmed by a reliable test. The confirming test must be at the same or better

level of accuracy as a Gas Chromatography/Mass Spectrometry (GC/MS) test. The sample shall be split and the employee shall have a right to said split sample for analysis by an independent laboratory.

H. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

1. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration may be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem. All relevant facts will be taken into consideration in determining if discipline is appropriate and if so, at what level.
2. If the drug screen is positive, the employee must provide within 24 hours of request (or as soon as 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, the employee may be subject to disciplinary action up, to and including discharge. Even if the employee has a prescription for the medication, the employee could still be disciplined if he/she did not comply with the requirements of this policy regarding use of prescription medications.
3. If an alcohol or drug test is positive for alcohol or drugs, the City shall immediately conduct an investigation to gather all facts. Any decision to discipline or discharge will be made at the earliest possible time and shall be carried out in conformance with applicable discipline procedures.
4. Any employee who tests positive for drugs and or alcohol is subject to follow up random testing over the 12 month period following the positive test. There will be at least two random follow up tests during the 12 month period.

I. CONFIDENTIALITY

Laboratory reports or test results shall be transmitted directly to the Director of Human Resources and shall not appear in an employee's general personnel file. 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; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

J. HOLD HARMLESS CLAUSE

The City agrees to indemnify, defend and hold PPOA harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.

EXHIBIT III

Protective Vests/Body Armor Replacement

1. The approved protective vest will be rated as a Level II or IIA or above.
2. The employee may receive a replacement vest or reimbursement for the purchase of a protective once every five years.
3. Reimbursement will not exceed \$920.00 for any one purchase or the cost of the vest, whichever is less.
4. Process for Use of Contract Vendor

If the employee chooses, he/she may elect to request the vest currently offered by the Department through its contract vendor. The vest will be of the same standard and quality as prescribed for reimbursement. The employee shall submit a Uniform Replacement Request form along with documentation substantiating the age of the vest being replaced to their Chair of the Equipment Committee. Upon approval by the Chair of the Equipment Committee, the Request will be transmitted to the Records Section, processed and forwarded to the contract vendor for the price difference at the time of ordering the vest.

If the employee chooses to obtain the protective vest, the price of which exceeds \$920, the employee shall pay the contract vendor for the price difference at the time of ordering the vest.

5. Process for Employee Reimbursement

An employee may choose to purchase a replacement vest and request reimbursement. The employee shall submit a Uniform Replacement Request form along with the receipt for the purchase of the protective vest and documentation of the age of the vest being replaced. The Section Administrator will verify the purchase and forward the receipt to the Chair of the Equipment Committee for approval.

Upon approval, the employee will be advised that reimbursement has been approved by the Chair of the Equipment Committee. A copy of the approved request will be forwarded to the Records Section for review for five year compliance and processing for reimbursement to the employee.

6. If the employee cannot produce a record of the purchase of the vest being replaced that documents the five year requirement, the Section Administrator

may, at his/her discretion, approve the replacement request with an explanation.

7. If the request for a replacement vest is made due to the premature wear or damage, the Section Administrator will assure that an explanation or a police report describing the nature of the damage or wear is attached to the Uniform Replacement Request.