

Attachment #1



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PASADENA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 501

July 1, 2014 – June 30, 2017

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ARTICLE 1 - PREAMBLE

- A. This Memorandum of Understanding (“MOU”) is between the City of Pasadena, (hereinafter referred to as City), and the International Union of Operating Engineers, Local 501, including its Subordinate Branches, AFL-CIO, (hereinafter referred to as the Union).
- B. It is the intent and purpose of this MOU to set forth all of the terms and conditions of employment between the parties. Any other prior or existing written understandings or agreements by the parties regarding any such matters are hereby expressly superseded or terminated in their entirety.

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - TERM

This MOU shall be in effect from July 1, 2014 through June 30, 2017. Unless as specifically provided herein, no economic modifications to the MOU go into effect prior to the date of City Council approval of this MOU.

ARTICLE 4 - SCOPE

- A. Management Rights

It is understood and agreed that the City reserves and retains all its inherent managerial rights, powers, functions and authority which the City had prior to entering into this MOU, which includes the merits, necessity, or organization of any service or activity provided by law or executive order; which includes but is not limited to the right of the City to hire, assign, direct, supervise, schedule, retain, and discipline employees; relieve employees from duties because of lack of work or funds, or under conditions where the employer determines continued work would be inefficient or non-productive; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, processes, means, positions, and personnel by which government operations are to be conducted; determine the overall mission

of the City; maintain and improve the efficiency and effectiveness of government operations; take any necessary actions to carry out the mission of the City in situations of emergency; and take whatever other actions may be necessary to carry out the obligations of the public not otherwise specified above; unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment.

The exercise of these rights by the City does not preclude the Union from requesting to meet and confer over the impacts these decisions have on wages, hours and other terms and conditions of employment

B. Union Activities

1. The designated Union officers and stewards shall be permitted to engage in contract disputes during the term of the MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Unless otherwise approved by a supervisor or except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:
 - a. Discuss with an employee a grievance or complaint;
 - b. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right while on City time to question visitors or non-employees of the City;
 - c. Assist employees in preparation for, or represent employees in the appeal and review steps of the grievance procedure or in arbitration;
 - d. Attend meetings with supervisors or other management officials regarding grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon; and
 - e. Prepare for meetings mutually agreed by the City and the Union.
2. Subject to the initial provisions of this MOU regarding paid time for such activities, the City agrees that duly designated Union officers and other representatives will be allowed to meet with Management representatives

during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated Union officer or representative is representing an employee, he/she will request the permission of his/her immediate supervisor in advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time.

Upon returning to his/her duty station, the Union officer or representative will notify his/her supervisor. Upon arriving at the work place of the employees to be represented, the Union officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the Union official is not permitted to contact the employee at the immediate time of his arrival at the work place, the supervisor in charge will advise the Union officer or steward the reason why he/she cannot do so and the time when the employee will be available.

3. All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

C. Union Representatives

1. The City agrees to recognize and deal with an appropriate number of local Union officers, including Union stewards, so that each employee in the bargaining unit will have reasonable access to a Union representative. No Union officer other than the Business Manager of the local Union or his/her representative, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Union activities, until the City's Director of Human Resources has been notified in writing by the Business Manager of the local Union or his representative, or by an international Union or council officer of his or her selection as an official or steward. Notice of changes in the selection of Union officials and stewards, and their alternates, will be given whenever such changes occur.
2. The Union endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or Union officer or his/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 Union will promptly notify the department head and the City's Human Resources Department of the change.

ARTICLE 5 - BULLETIN BOARDS

- A. Space shall be provided on City bulletin boards at their present locations for Union posting of notices and bulletins of the following types:
1. Notices of Union recreational, social affairs, and related Union business news;
 2. Notices of Union elections and such pertinent campaign material as is appropriate under Union policy;
 3. Notices of Union appointments and results of Union elections;
 4. Notices of Union meetings;
 5. Union constitution, by-laws, and proposed amendments thereto; and
 6. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources.
- B. All materials posted on bulletin boards shall indicate the date the material was posted, the name of the organization responsible for the material, and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Department per Item 6 above at the time of their posting. The Union shall not knowingly post any false or misleading statement. In addition, no obscene or personal attacks on city management or other persons shall be placed on any bulletin board. In the event such material is posted, the City representative will so inform the Union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
- C. The Union shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the Union whenever the City removes such bulletin boards.
- D. In consideration of the fact that certain members of this unit have their lunch hours included in their regular working schedule, the distribution of literature at the workplace of employees shall be allowed during regular working hours.

ARTICLE 6 - NON-DISCRIMINATION

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

ARTICLE 7 - NO STRIKE

A. The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services; therefore, during the term of this MOU and extensions thereto mutually agreed upon for the purposes of negotiating a successor MOU, or any other reasons mutually agreed upon, the Union shall not cause or sanction strikes, picketing. Should picketing be occasioned by persons or organizations other than the Union party to this MOU employees may not refuse to cross such picket line unless the Union specifically sanctioned, endorsed and approved such action.

B. Impasse

In the event that the parties are unable to reach agreement at the bargaining table and reach an impasse, the parties agree and acknowledge the issue(s) in dispute can be submitted to the City Manager for processing in accordance with the Resolution of Impasses Section of the City's Resolution No. 555. In addition, the Union may also request that the impasse be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 8 - MODIFICATION CLAUSE

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

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

ARTICLE 9 - SAVINGS CLAUSE

Should any part of this MOU be rendered or declared illegal or invalid by a change in the law such invalidation shall not affect the remaining portions of this MOU.

ARTICLE 10 - SALARIES

A. Effective in the pay period following City Council approval of this MOU, the base salary of each classification in the unit will be increased by one percent (1%)

- B. Effective in the pay period which includes July 1, 2015, the base salary of each classification in the unit will be increased by one percent (1%).
- C. Effective in the pay period which includes July 1, 2016, the base salary of each classification in the unit will be increased by one percent (1%).
- D. Effective in the pay period which includes April 1, 2017, the base salary of each classification in the unit will be increased by one half of one percent (.5%).
- E. The parties agree to tie the Power Plant Operator classification to the Power Plant Control Operator benchmark classification and set the salary of the Power Plant Operator at approximately 8% less than the salary of the Power Plant Control Operator classification at the 5th step.

ARTICLE 11 - SPECIAL PAY PRACTICES

A. Shift Differential

- 1. Shift differential is provided as follows:

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

- a. Except for those employees covered under 2 below, Shift Differential shall be paid for all hours worked on the swing or graveyard shift.
 - b. The Swing Shift shall be defined as any hours worked between the hours of 4:00 p.m. and 10:59 p.m. on a nine-hour workday, and 3:00 p.m. and 10:59 p.m. on eight-hour Fridays, Saturdays and Sundays. The Graveyard Shift shall be defined as any hours worked between the hours of 11:00 p.m. and 6:30 a.m.
- 2. Employees in the classifications of Power Plant Shift Supervisor, Power Plant Control Operator or Power Plant Operator shall not receive a shift differential based upon actual hours worked, but shall instead receive \$1.05 per hour of shift differential pay for all paid hours regardless of the shift on which they work .
 - a. This payment will continue during the temporary assignment of individuals to day shifts.
 - 3. The parties agree that to the extent permitted by law, shift differential pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay as shift differential.

B. Welder Assignment Pay

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

The parties agree that to the extent permitted by law, Welder Assignment Pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(2) Educational Pay as Educational Incentive.

C. Asbestos Handling and Removal Pay

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

The parties agree that to the extent permitted by law, Asbestos Handling and Removal Pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay as Hazard Premium.

ARTICLE 12 - OVERTIME

- A. All authorized actual time worked over eight (8) hours in any one day (for employees assigned to work an eight hour day), nine hours (9) per day (for employees scheduled to work a nine hour day) or forty (40) hours in any workweek, and all authorized actual work performed on regular days off shall be compensated at the rate of one and one-half times the employee's hourly straight time rate, plus applicable shift differential.
- B. Hours worked which qualify as overtime per the Fair Labor Standards Act (FLSA) are paid in accordance with the FLSA.
- C. Employees may request to accrue compensatory time off (CTO) in lieu of receiving overtime compensation, and will be permitted to accrue CTO with supervisor approval. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank.
- D. The time during which an employee may use accrued compensatory time off is subject to approval by the department head 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 two weeks. 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.

- E. Any employee assigned to a work schedule with an eight hour workday, including a "Relief Operator" who is assigned to work continuous hours in excess of eight (8) shall receive overtime for all such continuous hours in excess of eight (8) even if such continuous hours worked extend into a new day.
- F. If an employee is receiving overtime pay for any hours worked, the employee may not receive additional overtime or premium rate payments for the same hours.
- G. Employees recalled to work unexpectedly outside of their regular shift shall receive pay for a minimum of two (2) hours pay at the applicable overtime 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.
- H. If an employee working the entire eight (8) hour graveyard shift is held over to work the day shift and is required to work the entire eight (8) hour day shift, the day shift shall be paid at double time. If that employee works less than the entire day shift, the overtime for the hours worked will be paid at time and one half.
- I. All unscheduled overtime (overtime which is identified with less than 24 hours' notice), including call-ins and call-backs, occurring on the graveyard shift shall be compensated at two times the employee's hourly straight time rate, plus applicable shift differential.
- J. Overtime will be paid at the rate of two times the employee's hourly straight time rate for continuous operations employees who are scheduled or called in to work overtime on their second or fourth day off.
- K. Shift or working schedules shall not be changed solely for the purpose of avoiding the payment of overtime.
- L. Time worked shall be rounded to the nearest quarter of an hour (seven (7) minutes or less round down; eight (8) minutes or more round up).
- M. Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification. However, in assigning overtime, management may consider special skills required to perform particular work.
- N. Overtime Meals

I. Meal Reimbursement

Effective with City Council approval of this MOU, for meals which are reimbursed by the City as provided in each of the three situations below, employees are required to provide receipts for the meals to be reimbursed. No reimbursement will be provided for gratuities provided by any employees. Only reimbursement (for food and drink intended to be consumed during that meal) will be provided up to fifteen dollars (\$15.00) per meal.

- a. Call-in - When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal.
- b. Carry-over - When an employee is required, to work two (2) hours or more beyond regular work hours, he shall be given the opportunity to secure a meal. Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such subsequent meals shall be reimbursed as well. The intent, therefore, is the City may provide the opportunity for two meals to be taken at City expense in the case where an employee unexpectedly works eight hours beyond the regular shift.
- c. Scheduled Overtime - When an employee is required to perform pre-arranged work two (2) hours or more before regular work hours on a regular work day and continue to work into their regular work hours, they shall be provided with a meal and reimbursed as described above. When an employee is required to perform prearranged work on a day off, meals shall be at employee's expense and paid for or reimbursed by the City.

ARTICLE 13 - VACATION

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

B. Vacation Accrual and Maximum

Unit members accrue vacation on a per pay period basis using the following schedule:

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

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

D. Termination

Any employee who terminates employment shall be paid for all accrued and unused vacation with his/her final paycheck.

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

1. Vacation of five working days or more shall, when possible, be submitted to and acted upon by the Power Production Supervisor in January of each year. Vacation requests not submitted in January (i.e., Submitted between February 1 and December 31) shall be made at least one month in advance of the requested first day of said vacation.
2. Requested vacations of two or less working days shall be submitted to the Power Production Supervisor or designee no later than twenty-four hours in advance.
3. Except for emergencies, requests for vacations which are not submitted within the time limits stated herein shall not be considered for approval except at the discretion of the department head.

4. Vacation schedules shall be posted on the vacation board within a reasonable time subsequent to approval by the department head or his/her designated representative.
5. Vacation relief schedules shall, whenever possible, be posted as far in advance as the circumstances permit.

ARTICLE 14 - HOLIDAYS

- A. The following days shall be observed as holidays:
 1. January 1; the third Monday in January; February 12, the third Monday in February; the last Monday in May; July 4; the first Monday in September; the Monday or Friday closest to November 11 (for November 11, the holiday follows the City's calendar for the holiday except for continuous shift employees); the fourth Thursday in November; the day following the fourth Thursday in November; December 25; and every day appointed by the City Council for a public feast, thanksgiving or holiday.
 2. Employees who are assigned to work a continuous shift shall observe the holiday on the calendar day on which it occurs. However, employees that are assigned to work a non-continuous shift shall observe the holiday on the same day that the City determines that the holiday is to be observed.
 3. If any of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as the holiday. If any of the foregoing holidays falls on a Sunday, the following Monday will be observed.
- B. Effective with the first paycheck in January (in lieu of Admissions Day), each unit member (except for continuous shift employees), will be provided nine (9) hours of floating holiday leave for 9/80 scheduled employees and 8 hours of floating holiday leave for 5/40 shift. The floating holiday leave may be requested to be used by the employee subject to operational considerations. For continuous shift employees, September 9 of each year shall be observed as a holiday.
- C. For continuous shift employees, the parties agree that to the extent permitted by law, the half time portion of the overtime pay for working on a holiday is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).
- D. Employees shall be allowed a paid leave of absence of 8 hours (9 hours for employees who worked the 9/80 work schedule) for each holiday. In the event any such person's working schedule in the opinion of the head of the department with the approval of the City Manager will not permit such leave of absence, such person shall receive time and one half for hours worked on such holiday, in addition to eight (8) (or 9 if the employee works a 9/80 work schedule) hours pay

at his/her straight time rate. 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 with the approval of the City Manager. When an observed holiday falls on an employee's day off, he/she shall be scheduled in-lieu time within the same pay period as the holiday. Such in-lieu time may be pre-scheduled, prior to the holiday, within that same pay period.

- E. When a holiday falls on an employee's regular day off, the employee shall be compensated for all hours worked over 32 in that week at time and one half the employee's base hourly rate. Should two holidays occur in one week, (e.g., Thanksgiving week) the employee shall be compensated for all hours worked over 24 in that week at the overtime rate.

ARTICLE 15 - LEAVES OF ABSENCE

A. Sick Leave

- 1. Sick Leave is a benefit and not a right and is to be used by employees as follows:
 - a. Illness or injury to the employee not arising out of the course of employment.
 - b. Illness or injury to an employee's child, parent, spouse or registered domestic partner per California Labor Code section 233 which requires the employee to be absent from work.
 - c. Authorized absences for medical, dental or vision examinations that cannot be scheduled outside of regular working hours.
- 2. Sick Leave Provisions
 - a. Sick Leave Accrual
 - 1) 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. Sick Leave Usage
 - 1) An employee who is unable to report to work at his/her usual time shall either call, or have someone call, his/her supervisor before the time he/she is scheduled to report for work to indicate that he/she will be using sick leave. 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.

- 2) Employees requesting to use sick leave for four days or more shall provide to their supervisor a signed verification of the need for use of sick leave from either their doctor or their family member's doctor as a condition of returning to work.

3. PERS Credit for Unused Sick Leave

- a. Pursuant to Government Code Section 20965, employees may convert unused accumulated sick leave to service credit at time of retirement.

B. Bereavement Leave

1. Employees absent for leave due to bereavement of an immediate family member may receive regular compensation for a maximum of three consecutive work (3) days. This leave does not accrue and is available to use upon hire if needed. If an employee wishes to be off for longer than three (3) days for bereavement related purposes, he/she may request to utilize vacation and comp time in accordance with the vacation leave and comp time provisions of this MOU.
2. Immediate family member is defined as the employee's spouse, child, step-child, parent, step-parent, brother or sister, grandparent, or registered domestic partner. With approval of the Department Head, an employee may be authorized bereavement time off upon the death of an individual not specified as the employee's immediate family member as herein defined.

C. Workers' Compensation Leave

1. The City will comply with the workers' compensation laws of the State of California.
2. In addition to the benefits provided under the law, for workers' compensation claims which have been accepted by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to the annual base pay of the employee (less any required state and/or federal taxes). Claims that have been denied are not eligible for this benefit.
3. Supplemental payments will begin from the date of accepted injury and will continue for a period of time not to exceed twelve (12) months. Employees who may return to work with work restrictions and who are

offered modified/light duty which is consistent with the employee's work restrictions, as determined by his/her treating physician or workers' compensation physician will discontinue receiving supplemental payments.

4. If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full twelve (12) months of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness, the employee will be eligible for supplemental payments not to exceed a cumulative total of twelve (12) months for the same injury/illness.

D. Jury Duty Leave

1. If a member is required to be absent from work to report for jury duty, the employee will notify his/her 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. Employees assigned to swing or graveyard shift shall be assigned to day shift for the duration of the jury duty.
2. There will be no reduction in pay for a unit member who 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. By returning to work, 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.

E. Witness Leave

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

his/her own misconduct or connivance, or subpoenaed to appear or appearing during his/her off duty hours.

F. Military Leave

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

G. Maternity Leave

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

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

3The leave provided in this section will run concurrently with Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical Leave Act (FMLA) when applicable.

ARTICLE 16 - EMPLOYEE BENEFITS

A. Life Insurance

The City provides life insurance coverage in the amount of \$30,000, double indemnity, for each employee. The amount will be increased to \$50,000 effective January 1, 2015. Additional coverage may be purchased at the employee's expense.

B. Dental Care Program

The City will contribute 100% of the employee only premium for a dental care program as provided by the City of Pasadena. For employees who cover a dependent, the City will contribute up to an additional \$95.13 per month toward the dental care premium. In no case shall an employee receive more than the amount of the premium for the dental plan for which he/she is enrolled.

C. Medical Insurance & EOBF Allowance

1. The City of Pasadena participates in the CalPERS Medical program (per the Public Employee medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBF allowance.

2. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.

3. The EOBF allowance for employees enrolled in a medical plan offered through the City is:

a.	Employee Only	\$1,141.88
b.	Employee +1	\$1,141.88
c.	Employee +2 or more	\$1,221.77

4. Increases to each tier (employee only, EE+1, EE+2) will only occur when the premium for the CalPERS LA Region for Blue Shield Access+ or Kaiser exceed the current allowance. The allowance in each tier will equal the lower of the LA Region Blue Shield Access+ or Kaiser premium but shall not be lowered below the 2014 allowance. The allowance includes the PEMHCA minimum. For 2015, Employee +2 or more the amount is \$1,346.46.

New employees hired by the City on or after January 1, 2015, will receive an EOBF allowance (including the statutory minimum) that equals the premium of Blue Shield Access+ or Kaiser (LA Region) whichever is lower for the tier in which they enroll (employee only, employee+1 employee+2).

5. Employees in the unit as of June 30, 2012 who elect to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBF opt out allowance of \$1,141.88 per month which will be designated to the employee's deferred compensation account. Employees may elect to have 65% of the 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 July 1, 2012, new employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an 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 the total allowance to a deferred compensation account offered by the City.

D. Short Term Disability Plan

1. The short-term disability plan provides the following provisions:
 - a. A thirty (30) calendar day elimination period
 - b. The premium is paid by the City.
 - c. The weekly benefit is 50% of base wages up to a maximum of \$1,730 for a maximum of twenty-two (22) weeks.
 - d. The benefit is taxable.
 - e. Employees must use accrued sick leave during the thirty (30) day elimination period.
2. Effective January 1, 2015, the City will replace the Short-Term Disability (STD) Plan with the following plan provisions:
 - a. Thirty (30) calendar day elimination period. Disability payments begin on the 31st day.
 - b. Payments shall not exceed 60% of the employee's salary up to \$2,200 per week.
 - c. Maximum duration is twenty-two weeks (154 days).
 - d. The premium will be paid by the employee. The benefit is non-taxable to the employee.

- e. Effective January 1, 2015 the benefit premium is \$.246 per \$10 of weekly gross benefit.

E. Long Term Disability Insurance

- 1. The City provides a Long Term Disability (LTD) Plan. The Plan provides for disability payments to employees with the following provisions:
 - a. The City pays 60% of the premium for basic coverage. The employee pays 40% of the premium for basic coverage through a payroll deduction.
 - b. The LTD plan has a 180 day elimination period. Disability payments commence on the 181st calendar day after the illness or injury.
 - c. Payments shall not exceed a total of 50% of the employee's salary up to a maximum benefit of \$900 per month and will be coordinated with deductible benefits as provided under the LTD Plan.
 - d. The maximum benefit period for an individual whose disability begins before age 60 is to age 65.
 - e. The maximum benefit period for an individual whose disability begins at age 60 or older will be five years.
 - f. The employee will pay for all premiums through payroll deduction.
 - g. 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. Effective January 1, 2015, there are two optional supplemental plans for which an employee may enroll at his/her cost: a 60% benefit and a 66 2/3% benefit.

F. Deferred Compensation

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

ARTICLE 17 - TUITION REIMBURSEMENT

- A. Employees pursuing an Associate of Arts degree or higher in a job-related field at an accredited college or university, shall be eligible for tuition reimbursement of up to one thousand dollars (\$1,000) per fiscal year. In addition, the Department shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program. Upon presentation of receipts and grade cards, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable under this provision.
- B. Eligibility for tuition reimbursement shall be in accordance with Section 4.10 – Tuition Reimbursement of the City of Pasadena’s Manual of Personnel Rules, Practices and Procedures.

ARTICLE 18 - WORK UNIFORMS AND SAFETY SHOES

- A. The employee must pay for and replace any uniform lost or stolen which has been assigned to him or her. Rules and regulations for the wearing of uniforms shall be set by the operating departments.
- B. The City shall provide work uniforms to operating personnel when assigned to maintenance duties.
- C. The City will report the value of provided uniforms to CalPERS as \$189 per year for unit members employed on or before December 31, 2012. 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) Uniforms.
- D. “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.
- E. Employees who are required to wear safety shoes will be reimbursed two hundred fifty dollars (\$250) annually in the month of October for the cost of purchasing such safety shoes. Employees who incur additional expense for the purchase of approved safety shoes shall be reimbursed up to \$50.00 for that additional expense upon presentation of a receipt.
- F. The City shall also reimburse employees up to two hundred fifty dollars (\$250) annually for safety glasses which meet ANSI standard Z87.1-2003.

ARTICLE 19 - RESPIRATORY EXAMINATIONS

The City shall provide maintenance employees who possess an asbestos certification and who are exposed to asbestos as part of their job with one respiratory examination, consistent with Federal law.

ARTICLE 20 - BILINGUAL PAY