

- A. Employees may be eligible to receive bilingual pay of \$75 per month under guidelines established in the Bilingual Incentive Program provisions of the City's Manual of Personnel Rules, Practices and Procedures.
- B. Upon request of an employee, the department head will determine if a need exists for bilingual skills in the employee's assignment and will determine whether to recommend the employee for bilingual testing and pay. Employees recommended will comply with the City's bilingual policy.
- C. The parties agree that to the extent permitted by law, bilingual 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 bilingual premium.

ARTICLE 21 - RETIREMENT

- A. Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public Employees' Retirement System.
- B. Unit members employed by the City of Pasadena on or before December 31, 2012 and employees hired on or after January 1, 2013 who are not defined as "new members" by the Public Employees' Pension Reform Act of 2013 (PEPRA) are provided the following retirement benefits:
 - 1. Miscellaneous 2.5% @ 55 benefit formula.
 - 2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
 - 3. Employees pay the 8% employee/member contribution on a pre-tax basis.
- C. Unit members hired on or after January 1, 2013 who are "new members" as defined by the PEPRA are provided the following retirement benefits:
 - 1. Miscellaneous 2% @ 62 benefit formula.
 - 2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
 - 3. Employees will pay one-half of the total normal cost.
- D. The City contracts for the following optional benefits which apply to all miscellaneous employees:

1. 1959 Survivor Benefit Level 4 (Section 21574)
2. Pre-Retirement Option 2W Death Benefit (Section 21548)
3. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
4. \$500 Retired Death Benefit (Section 21620)
5. 2% Annual Cost of Living Allowance Increase (Section 21329)
6. Unused Sick Leave Credit (Section 20965)
7. Military Service Credit (Section 21024)

ARTICLE 22 - PROBATIONARY PERIOD AND ADVANCEMENT THROUGH THE SALARY RANGE

A. Probationary Period

The probationary period for employees hired into classification in the unit is twelve (12) months.

B. Advancement through salary range

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

C. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary schedule, he/she shall advance to the lowest step in such higher salary schedule that will provide an amount equal to or nearest to a one-step increase in compensation. The one-step increase will be measured by the compensation schedule from which the employee is being promoted.

D. Notwithstanding anything in this section, the City Manager at his/her discretion may approve a promotion at a higher step within the schedule.

ARTICLE 23 - TEMPORARY/OUT OF CLASS ASSIGNMENT

A. When an employee is assigned by his/her supervisor or manager on a temporary basis to the duties of an unfilled higher level position, and such employee assumes the full duties and responsibilities of that position for a minimum of one (1) full

day, such employee shall be compensated from the first day of the temporary appointment with 5% acting pay.

- B. When there is a current eligibility list, the employee selected for the assignment will be from that list whenever possible. Whenever possible, temporary assignments will be rotated among qualified employees such that no one employee holds the temporary assignment for longer than six months except for relief operator assignments which shall be for 12 months (or longer upon mutual agreement). Special project assignments may, at the discretion of management, last longer, or for the duration of the project.
- C. The parties agree that to the extent permitted by law, temporary out of class pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay.

ARTICLE 24 - PAYROLL DEDUCTIONS AND DUES

- A. The City will deduct the regular dues of employee members of the union for each employee who provides a signed written authorization. The dues deduction authorization may be canceled and the dues deduction discontinued at any time by the employee upon written notice to the Human Resources Department and the Union. The Union shall indemnify, defend, and hold the City of Pasadena, its officers and employees, harmless against any claims made and against any suit instituted against the City on account of deduction of union dues.
- B. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.

ARTICLE 25 - DISCIPLINE

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

ARTICLE 26 - GRIEVANCE

- A. Definition
 - 1. Grievance - a dispute between an employee(s) or the Union and the City regarding an interpretation or application of the MOU or of the 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. The Union may also file a grievance.
2. An employee may select one of the following methods of representation. The employee may:
 - a. Be self-represented
 - b. Be represented by another person
 - c. Be represented by the Union
3. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this MOU.
 - a. The representative shall be entitled to:
 - i. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
 - ii. A copy of any written decisions or communications to the employee concerning the grievance proceedings.
4. A grievance may be initiated by the employee concerned or the Union.
5. 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 (including through his/her representative) or the Union 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.
6. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1
 - a. The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee and the immediate supervisor are both in the unit, the grievance shall be presented to the next higher level supervisor not included in the

unit. If the employee elects to be represented (per "Guidelines, Para.3"), upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

- b. The immediate supervisor shall make whatever investigation deemed necessary and shall arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. The supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.
- c. If the employee is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

2. Step 2

- a. If the employee desires to appeal his/her grievance to Step 2, there shall be submitted in writing, the specific grievance and areas of disagreement, on a grievance form to the department head, within fourteen (14) calendar days following receipt of the immediate supervisor's decision at Step 1. The Union may file a grievance on the employee's behalf by completing the grievance form and submitting it to the department head or Human Resources within fourteen (14) working days of the step one decision.
- 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(s) and/or union representative.
- c. The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee(s) and his/her appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d. If the written response is not provided within fourteen (14) workdays of the Step 2 meeting than the grievant may appeal to Step 3 unless the reason the response has not been provided is

because information requested from the grievant or Union has not been provided. In that situation, the response is not due until after the decision maker is provided with the requested information.

- e. If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Advisory Arbitration for resolution may be made, except in the case of appeal of an oral reprimand, in which case Step 2 shall constitute the final appeal.

D. Advisory Arbitration

1. Except in the case stated above, if the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Union may appeal the grievance to arbitration. The appeal shall be in writing; shall be signed by the authorized Union representative, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.
2. The parties shall request that the Public Employment Relations Board (or other mutually agreeable entity) submit a list of seven (7) persons qualified to act as arbitrators.
3. 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.
4. 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 30 calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion, shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues, presented (or mutually agreed upon) to the arbitrator. The opinion shall be sent to the City Manager or designee, with a copy to the employee.
5. Within thirty five (35) calendar days following receipt of the advisory opinion, the City Manager or designee shall advise the employee by letter whether or not he/she intends to take any further action regarding the issue, or issues, referred to in the arbitrator's advisory opinion. He/she may affirm, modify or reject the advisory recommendation. A copy of the City Manager's or designee's letter will be sent to the employee and union. If the matter involves discipline, the employee will be advised of

his/her right to appeal the decision of the City Manager or designee in accordance with Code of Civil Procedure section 1094.5.

6. 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 27 - ALTERNATIVES TO LAYOFF

- A. If, during the term of this MOU, the City determines that work force reductions are necessary, the City shall, together with the Union, explore the following options prior to utilization of the layoff procedure.
 1. Utilize normal attrition;
 2. Offer voluntary retirement and buyout packages, including those developed by the Water & Power Labor-Management Committee. Voluntary retirement severance packages may include, but are not limited to, early retirement incentives, lump sum severance payments, and reimbursement for educational expenses.
 3. After completion of the processes set forth above, the City may layoff employees in accordance with the layoff procedure set forth below.
 4. Give appropriate notice to the Union of pending layoffs and meet and confer on the impact of layoffs. Included in this process shall be exploration of further alternatives to layoffs.

ARTICLE 28 - LAYOFF

A. Definition

Layoff is defined as any involuntary separation because the City eliminates a job without prejudice to the incumbent.

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. An employee may be offered a transfer or demotion within the City's discretion.
2. Employees with two or less years in their classification series have the right to return to their prior classification series by bumping a less senior employee in the series. At two years, bumping rights into the employee's prior classification series expire.
3. Layoffs will be based upon seniority in a classification.
4. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate procedures may be initiated.
5. Employees for whom a layoff appears imminent shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
 - a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
 - b. If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
 - c. If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
 - i. The employee is physically able to perform the required duties.
 - ii. The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
 - iii. The employee meets the minimum qualifications and physical standards of the position.

6. Departments, other than the one in which the particular layoff occurred, are not obligated to accept the laid-off employee.
7. Employees transferred to a new position in the same class shall receive the same salary step and retain the same anniversary date as in their previous position.
8. Employees who, in order to avoid being laid off, accept voluntary demotion (if offered) 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.
9. Employees who accept voluntary demotion (if offered) shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department (in the classification from which they were laid off) where the layoff occurred. Rejection of a reappointment offer shall terminate eligibility for future consideration.
10. 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.
11. 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.
12. Employees laid off pursuant to this Section shall be entitled to one month's salary for each year of City service not to exceed six (6) month's pay.
 - a. Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his benefit.

- b. Employee must have completed at least one year of service before being entitled to this benefit.
- c. Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - i. Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
 - ii. The employee may remain in a layoff status for a maximum of 12 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
 - iii. The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, per the provisions of this MOU, at any time during the layoff period. Such payment will be made in one sum and will be independent of any severance pay received.
 - iv. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin accumulating again the claimed benefit(s) on the date that they report back to work.
 - v. Laid-off employees who are not recalled within the twelve (12) month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
 - vi. The employee shall have the option to make the total premium payment so that the above listed insurance programs may remain in full force and effect during the period of the layoff not to exceed twelve (12) months.
- d. In the event of death of an employee while receiving severance pay, such payment shall cease.

- e. Employees laid-off and given an opportunity to return to their job classification shall be allowed a maximum of 14 calendar days after such notification to make themselves available to return. If an employee refuses such an opportunity for reemployment, the employee will lose any remaining severance pay entitlement and will be removed from the reemployment list.
 - f. Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
 - i. Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to meet payroll, or to secure continued financing of projects supported by other agencies.
13. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
14. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
15. 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 City specifying the exact date when the 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 29 - WORK SCHEDULES AND WORK WEEKS

- A. Work schedules are defined as an employee's normally assigned hours of the day, days per week and the employee's shift rotation schedule.
- B. The standard work week is Monday, 12:00 a.m., through Sunday, at 11:59 p.m., except that employees may also be assigned to work week of a Sunday at 12:00 a.m. through Saturday at 11:59 p.m. For employees assigned the 9/80 work schedule, their workweek for purposes of calculating overtime shall begin exactly four hours after the start time of their eight hour workday on the day of the week which constitutes their alternating regular day off. Whatever the employee's work week is for purposes of calculating time work, the employee's regular work hours will be 40 hours per week.
- C. The normal day for the shift employee shall be eight (8) consecutive hours. Employees will be scheduled and assigned to work eight hours in a row, not a split shift.
- D. Shift employees are defined as those employees assigned to a regular shift on a twenty-four hour, seven days per week basis.
- E. The normal work schedules showing employee's shifts, workdays and hours, shall be posted on the bulletin board at least fourteen (14) calendar days prior to their effective date.
- F. Changes in normal work schedules shall not be made arbitrarily but to meet the operational needs of the Department or for other legitimate reasons. Whenever possible, at least ten calendar days' notice will be provided to employees affected by a change in the normal work schedule. Notice of change(s) affecting individual employees shall be made as far in advance as circumstances permit.
- G. Shift employees are permitted to eat a meal during the work shift. Meal time during an employee's shift shall be taken when conditions permit and the meal shall be consumed at the employee's assigned work station.
- H. No employee shall leave his assigned shift until relieved unless otherwise directed by the appropriate authority.
- I. Employees assigned as "Relief Operators" will normally work on a Monday through Friday work schedule. However, "Relief Operators" may be assigned to work any five-day period during the workweek.

- I. "Relief Operators", when not actually assigned to a shift, may be assigned to a variety of Maintenance and Operational projects.
- J. During periods of major outages (of equipment) extending beyond one month, Operations crew assigned to work with Maintenance crew shall be assigned the same 9/80 work schedule as Maintenance crew.

ARTICLE 30 - SAFETY

- A. It shall be the responsibility of the City to administer the Safety Program and to make every reasonable effort that safety rules are carried out by all employees, in order to provide and maintain a safe place of employment. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner. The Union will cooperate by encouraging all members covered by this agreement to perform their work in a safe manner.
- B. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions and to report any unsafe practices or conditions to their immediate supervisor.
- C. Should a dispute arise over the application or interpretation of a safety rule, such dispute shall be resolved by use of the grievance procedure with the option for management to engage the services of a qualified safety consultant. However, nothing in this MOU shall prohibit the employee or the union from exercising their rights to take any safety issue to the appropriate State or Federal agency, once the City has had a reasonable opportunity to correct the problem.

ARTICLE 31 - WELLNESS AND DRUGS/ALCOHOL

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

- C. All employees are subject to the Alcohol and Drug Abuse Policy attached as Exhibit II to this MOU.

ARTICLE 32 - TRANSPORTATION DEMAND MANAGEMENT PROGRAM

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

ARTICLE 33 - NO SMOKING

All employees must comply with the City's No Smoking Policy.

ARTICLE 34 - MILEAGE

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


ARTICLE 35 - APPRENTICESHIP & TRAINING PROGRAM

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

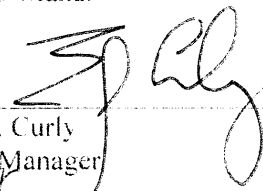
This MOU represents the full and complete understanding between the parties. The parties hereto have caused this MOU to be executed this 8th day of December, 2014.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 501

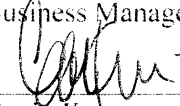
CITY OF PASADENA


Thomas O'Mahar
President


Michael J. Beck
City Manager


Edward J. Curly
Business Manager

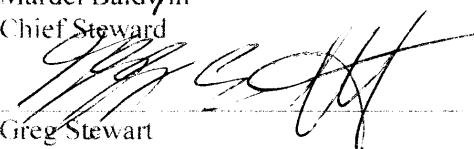
Kristi Recchia
Director of Human Resources

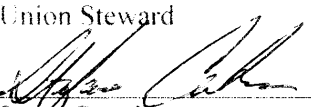

Gavin Koon
Business Representative

Peter J. Brown
Liebert Cassidy Whitmore


Mardel Baldwin
Chief Steward

Jaime Arellano
Management Analyst


Greg Stewart
Union Steward


Steve Caterino
Union Steward


Mitchell Myers
Bargaining Representative

EXHIBIT I
COMPENSATION SCHEDULE

Effective December 30, 2013

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Control Room Operator	36.3673	38.1498	39.8703	41.6034	43.3487
Power Plant Mechanic	33.5452	35.0924	36.6396	38.2364	39.8457
Power Plant Operator	33.5451	35.0924	36.6396	38.2364	39.8457
Power Plant Shift Supervisor	42.8784	45.5521	48.2504	50.9242	53.5978
Senior Power Plant Mechanic	37.4864	39.2288	40.9457	42.7521	44.5456

Power Plant Apprentice:

Entry level	60% of Power Plant Operator Step 1	\$20.1271
Upon successful completion of Semester 1	65% of Power Plant Operator Step 1	\$21.8043
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1	\$23.4816
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1	\$25.1589
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1	\$26.8361
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1	\$28.5133
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1	\$30.1906
Upon successful completion of Semester 7	95% of Power Plant Operator Step 1	\$31.8678
Upon successful completion of Semester 8	100% of Power Plant Operator Step 1	\$33.5451

**Effective In The Pay Period Following City Council Approval
of the MOU (December 15, 2014):**

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Control Room Operator	36.7310	38.5313	40.2690	42.0194	43.7822

Power Plant Mechanic	33.8807	35.4433	37.0060	38.6188	40.2442
Power Plant Operator	33.8806	35.4433	37.0060	38.6188	40.2442
Power Plant Shift Supervisor	43.3072	46.0076	48.7329	51.4334	54.1338
Senior Power Plant Mechanic	37.8613	39.6211	41.3552	43.1796	44.9911

Power Plant Apprentice:

Entry level	60% of Power Plant Operator Step 1	20.3283
Upon successful completion of Semester 1	65% of Power Plant Operator Step 1	22.0224
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1	23.7164
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1	25.4104
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1	27.1044
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1	28.7985
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1	30.4925
Upon successful completion of Semester 7	95% of Power Plant Operator Step 1	32.1865
Upon successful completion of Semester 8	100% of Power Plant Operator Step 1	33.8806

Effective in the Pay Period Which Includes July 1, 2015:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Control Room Operator	37.0983	38.9166	40.6717	42.4396	44.2200
Power Plant Mechanic	34.2195	35.7978	37.3761	39.0050	40.6466
Power Plant Operator	34.2194	35.7978	37.3761	39.0050	40.6466
Power Plant Shift Supervisor	43.7403	46.4677	49.2202	51.9478	54.6751
Senior Power Plant Mechanic	38.2399	40.0173	41.7687	43.6114	45.4410

Power Plant Apprentice:

Entry level	60% of Power Plant Operator Step 1	20.5316
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Upon successful completion of Semester 1	65% of Power Plant Operator Step 1	22.2426
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1	23.9535
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1	25.6645
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1	27.3755
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1	29.0865
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1	30.7974
Upon successful completion of Semester 7	95% of Power Plant Operator Step 1	32.5084
Upon successful completion of Semester 8	100% of Power Plant Operator Step 1	34.2194

Effective in the Pay Period Which Includes July 1, 2016:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Control Room Operator	37.4693	39.3058	41.0784	42.8640	44.6622
Power Plant Mechanic	34.5617	36.1557	37.749	39.3950	41.0531
Power Plant Operator	34.5616	36.155	37.749	39.3950	41.0531
Power Plant Shift Supervisor	44.1777	46.9324	49.7124	52.4673	55.2219
Senior Power Plant Mechanic	38.6223	40.4175	42.1864	44.0475	45.8954

Power Plant Apprentice:

Entry level	60% of Power Plant Operator Step 1	20.7369
Upon successful completion of Semester 1	65% of Power Plant Operator Step 1	22.4650
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1	24.1931
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1	25.9212
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1	27.6492
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1	29.3773
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1	31.1054

Upon successful completion of Semester 7 95% of Power Plant Operator Step 1 32.8335

Upon successful completion of Semester 8 100% of Power Plant Operator Step 1 34.5616

Effective in the Pay Period Which Includes April 1, 2017:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Control Room Operator	37.6566	39.5023	41.2838	43.0783	44.8855
Power Plant Mechanic	34.7345	36.3365	37.9386	39.5920	41.2583
Power Plant Operator	34.7344	36.3365	37.9386	39.5920	41.2583
Power Plant Shift Supervisor	44.3985	47.1670	49.9610	52.7296	55.4980
Senior Power Plant Mechanic	38.8154	40.6196	42.3973	44.2678	46.1249

Power Plant Apprentice:

Entry level 60% of Power Plant Operator Step 1 20.8406

Upon successful completion of Semester 1 65% of Power Plant Operator Step 1 22.5773

Upon successful completion of Semester 2 70% of Power Plant Operator Step 1 24.3141

Upon successful completion of Semester 3 75% of Power Plant Operator Step 1 26.0508

Upon successful completion of Semester 4 80% of Power Plant Operator Step 1 27.7875

Upon successful completion of Semester 5 85% of Power Plant Operator Step 1 29.5242

Upon successful completion of Semester 6 90% of Power Plant Operator Step 1 31.2609

Upon successful completion of Semester 7 95% of Power Plant Operator Step 1 32.9976

Upon successful completion of Semester 8 100% of Power Plant Operator Step 1 34.7344

EXHIBIT II

ALCOHOL AND DRUG ABUSE 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) eliminate substance abuse and its effects in the workplace, and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

B. POLICY

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, while on duty, or before reporting for duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person nor have their ability to work impaired as a result of the use of alcohol or any drugs substances.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, such as desks, file cabinets, City vehicles, etc. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City, such as lockers assigned exclusively for the employee's personal use.

Employees 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 and may 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 employees' residence or other similar location.

C. APPLICATION

This policy applies to all employees with the City of Pasadena. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

D. EMPLOYEE RESPONSIBILITIES

An employee must:

1. Refrain from the use of, or possession of, illegal drugs or substances while on duty or off duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use (whether legal or illegal);
3. Not possess or use alcohol during working hours, when there is a reasonable expectation of being called to duty, when on breaks, during meal periods or at anytime while on City property;
4. Not 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 immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager who has reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol;
7. 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 reasonably possible bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and
9. Report to the supervisor or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program or other resources available in the community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

E. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate.
2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

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

- a. Slurred speech;
 - b. Odor of an alcoholic beverage on breath;
 - c. Unsteady walking and movement;
 - d. An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use;
 - e. Physical altercation;
 - f. Verbal altercation;
 - g. Unusual behavior where the cause may be symptomatic of suspected use;
 - h. Possession of alcohol or drugs; or
 - i. Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
3. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Whenever possible the manager or supervisor who has the reasonable suspicion will ask a witness to observe the employee as well.
 4. If the manager or supervisor reasonably believes that an employee is under the influence, and wants to talk to the employee before sending him/her to a test, the employee shall be advised of his/her right to representation. Upon the employee's

request for representation, any interrogation or testing shall cease until representation is present, unless representation is not available within 30 minutes. However, if based on the reasonable suspicion, the manager or supervisor wants to send the employee to the test without interrogating the employee, he/she may do so.

5. 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.
6. Managers and supervisors shall not physically search the person or employees, nor shall they search the personal possession of employees without the consent of the employee.
7. Managers and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession, or when the supervisor is unable to reasonable control a situation where the employee poses a potential liability to himself/herself, or others.

F. PHYSICAL EXAMINATION AND PROCEDURE

The urine, breath, blood, or other appropriate test (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, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

G. CONSEQUENCES OF FAILING DRUG AND/OR ALCOHOL ANALYSIS

1. All testing shall be conducted by a laboratory certified by the National Institute on Drug Abuse and licensed by the State of California. Such laboratory shall perform such quality measures as will ensure the accuracy of the results it reports, including split of samples.
2. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.
3. If the drug screen is positive, the employee must provide within 24 hours of request or as soon as reasonably possible bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the

employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to, and including discharge.

4. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable discipline procedures.
5. 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.

H. CONFIDENTIALITY

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Director of Human Resources. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; and (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.