

Attachment No. 3



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PASADENA

AND

LOCAL 18

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

July 1, 2013 – June 30, 2016

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SECTION 1 – GENERAL PROVISIONS

Preamble

The City of Pasadena is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of the City's customers. The obligation to maintain these public services is imposed both upon the City and the Union during the term of this MOU and the certification of the Union as the recognized employee organization of the employees in this representation unit.

It is the intent and purpose of this MOU is to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All present written rules and present established practices and employee rights, privileges and benefits that are subject to meet and confer shall remain in full force and effect unless specifically altered by the provisions of this Memorandum of Understanding.

Recognition

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias Brown Act and provisions of Employer-Employee Labor Relations Resolution No. 555, (hereinafter referred to as Resolution No. 555) the City acknowledges IBEW Local 18 as the recognized employee organization for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for those employees in certain specified classifications in Exhibit I. All other classes not specifically listed are excluded from representation by IBEW Local 18.

Any employee whose classification is added to or deleted from the unit (through the unit modification or severance) shall have the right to representation by IBEW or other Union.

Term of Memorandum

- A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this MOU shall become effective on July 1, 2013. This MOU shall remain in effect through June 30, 2016.
- B. This MOU shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and state and federal law.
- C. The parties, during the term of this MOU, may mutually agree to consider other specific proposals.

Scope

A. Management Rights

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order; which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain 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, job classifications, 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.

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

B. Employee Rights

The designated Union officers and stewards shall be permitted to engage in contract disputes during the term of this 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, 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:

1. Discuss with an employee a grievance or complaint;
2. 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;
3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;

4. 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;
5. Prepare for meetings mutually agreed by the City and the Union.

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 employee 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/her 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.

The shop steward shall be permitted to be present at all counseling sessions which result in disciplinary action when requested by an employee. If a shop steward's presence is requested by the employee, the meeting will not be conducted until the shop steward is present.

The shop steward shall be permitted to be present at any meeting in which any disciplinary action is to be taken, unless the employee requests that the shop steward not be present.

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

The City agrees to provide the Union with written notice/materials which involve matters within the scope of representation in a timely manner.

C. Union Representatives

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 president of the unit, 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 president of the unit, or a unit officer or staff representative of his/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.

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 their 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.

The Union shall provide the City's Human Resources Department with a list of authorized staff representatives which list shall be kept current by the Union. Access to work locations will be granted only to Union staff representatives on the current list.

D. Bulletin Boards

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; provided that this shall not include campaign material;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union constitution, by-laws, and proposed amendments thereto;

6. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources.

All materials posted on bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the 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.

In no case shall obscene or personal attacks on City Management or other persons be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Department at the time of their posting.

In the event that the Union raises an objection as to the adequacy of bulletin board space, the City agrees to meet and confer with the Union to attempt to address the situation. If a dispute arises over the issue of bulletin board space or material which the Union wishes to place on the boards, such a dispute may be resolved through the normal Grievance Procedure.

Maintenance of Membership

- A. Any employee covered by this MOU shall maintain membership in IBEW, Local 18 for the term of this MOU, except as otherwise provided below.
- B. Every employee who is a member of IBEW, Local 18 shall have the right to withdraw from membership between June 1 and June 15 of each year.
- C. The City shall deduct the regular dues of employee members of the recognized employee organization. However, dues deduction shall be made only on the written authorization of the employee.
- D. IBEW shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from this section or any claim from a member or former member related to the deduction of dues from their compensation.

Non-Discrimination

The provisions of the MOU shall be applied equally to all employees and the City and Union agree that they shall not unlawfully discriminate on any basis that is protected by law (including but not limited to Government Code Section 3502). Any violation of this provision by the City shall be subject to immediate correction; any violation by the Union shall also be subject to immediate correction.

No Strike

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services.

During the term of the MOU and extensions thereto mutually agreed upon for the purpose of negotiating a successor MOU, or any other reason mutually agreed upon, no employee of the Unit shall instigate, participate, afford leadership to a strike against the City of Pasadena, or engage in any form of concerted action to withhold service from the City. In the event of any such strike or concerted action against the City dismissal proceedings shall be initiated against such employee or employees. Upon determination that the employee willfully engaged in a strike or concerted action, the employee(s) may be separated from employment.

Modification Clause

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

Savings Clause

If any term or provision of this MOU is found to be in conflict with any City, State or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision.

All other terms and provisions of this MOU shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date.

Impasse

Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, all items of agreement and disagreement shall be submitted to the City Manager for processing consistent with the Charter, ordinances and resolutions of the City. Additionally, the Union may request the parties' differences be submitted to a fact finding panel by complying with the provisions of California Government Code Section 3505.4 (AB 646).

SECTION 2 - COMPENSATION

Rates of Pay

- A. The classification step schedule is identified in Exhibit I.
- B. Unit members shall be paid for all hours worked. Unit members record hours worked in fifteen minute increments of time. When an employee works less than eight minutes into the next pay increment, the time should round down to zero. When an employee works more than eight minutes into the next payroll increment, the time rounds up to fifteen minutes.

Salaries

- A. Effective the beginning of the pay period following City Council approval, all employees will receive a base pay increase of 1%.
- B. Effective the beginning of the pay period that includes July 1, 2014, all employees will receive a base pay increase of 2%.
- C. Effective the beginning of the pay period that includes July 1, 2015, all employees will receive a base pay increase of 1.5%.

Pay Differentials for Specified Classifications

- A. Senior Cable Splicer and Electrical Distribution Mechanic

There shall be a 2.5% premium for employees in the classification of Senior Cable Splicer or Electrical Distribution Mechanic to be payable only when such employees are assigned by Management to perform sewage removal or authorized asbestos abatement.

- B. Power Troubleshooter

In recognition that the Power Troubleshooter classification is subject to emergency call out on a more frequent and regular basis than other employees, there shall be at least a 3% pay differential above the classification of Electrical Distribution Mechanic.

- C. Field Design Technician

The Field Design Technician will be paid 15% above the salary rate of Electrical Craft Helper.

D. Power Plant Instrument Foreman

Power Plant Instrument Foreman will be paid 10% above the salary rate of Senior Instrument Mechanic.

Work Week/Schedule

- A. Unit members work a seven day FLSA work week (168 recurring hours).
- B. Work schedule is defined as an employee's regularly assigned hours of the day and days per week.
 - 1. The 9/80 work schedule is four nine hour days per work week and one alternating eight hour day/regular day off. Employees working the 9/80 have an FLSA work week designated as beginning four hours into their alternating regular day off.
 - 2. The 5/40 work schedule (five eight hour days per work week. Employees working the 5/40 have an FLSA work week designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday. Employees assigned to this work schedule are considered "shift employees."

Work weeks/work schedules are considered reasonably permanent and shall not be changed to avoid the payment of overtime. Changes in the work week/work schedules are subject to meet and confer.

C. Hours of Work

- 1. Hours of work for a 9/80 employee include four nine hour work days per week and one eight hour work day every other week. The alternating eight hour work day/regular day off must begin and end at the same time each week. Employees working the 9/80 also have a thirty (30) minute unpaid lunch added to the work day. Hours of work are 6:30 a.m. – 4:00 p.m. on nine hour days and 6:30 a.m. – 3:00 on eight hour days.
- 2. Hours of work for the 5/40 shift employee will include five eight hour days per week. The department may assign and rotate shift assignments at their discretion. Employees will be provided seven day notice for a shift assignment change. Shift employees are provided a thirty (30) minute paid lunch as part of their eight hour work day. The beginning and ending of the shift will vary and may include:

- a. Day Shift – 6:30 a.m. – 2:30 p.m.
 - i. Power Troubleshooters work a day shift of 7:30 a.m. – 3:30 p.m.
 - b. Swing Shift – 2:30 p.m. – 10:30 p.m.
 - i. Power Troubleshooters work a swing shift of 2:00 p.m. – 10:00 p.m.
 - c. Graveyard – 10:30 p.m. – 6:30 a.m.
 - d. Cover/Relief shift – Power Dispatchers assigned by the department to day, swing, and/or graveyard shift to provide staffing coverage.
 - i. A unit member assigned to cover/relief will be assigned the same shift for at least three consecutive days before being required to change shifts.
3. The City agrees to participate in a Joint Labor Management Committee (JLMC) to review a twelve hour work schedule for Power Dispatchers. The review will include consideration of work schedules, cost impacts for FLSA compliance, overtime issues, leaves, evaluation of fatigue factors, comparison of similar work schedules at other municipal agencies, and any other items requested by either party to be reviewed. Should the parties agree to modify the work schedule; a side letter agreement will be prepared for consideration and approval by the City Council.
4. 5/40 shift employees are entitled to paid leave benefits based on an eight-hour day regardless of their hours of work.

Reporting for Duty

Except in the case of disability or unforeseen emergency, an employee shall report for duty on each of his/her scheduled working days unless permission not to report has been previously approved by his/her immediate supervisor. In case of disability or unforeseen emergency, an employee shall make every reasonable effort to notify his/her immediate supervisor as early as possible of his/her inability to report for duty. Failure to do so may result in disciplinary action.

Shift Differential

A. Shift Differential Pay

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

Shift Differential shall be paid for all hours worked on the regularly assigned swing or graveyard shift.

The parties agree that to the extent permitted by law, this is special compensation and

shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment Pay – Shift Differential as special compensation.

For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 2:00 p.m. and 9:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 10:00 p.m. and 4:59 a.m.

- B. Employees classified as Power Dispatcher and Senior Power Dispatcher who are assigned to continuous rotating and relief shifts shall not receive a shift differential based upon actual hours worked, but shall continue to receive shift differential pay of \$.95 per hour for all paid hours regardless of shift work.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment Pay – Shift Differential as special compensation.

This payment will continue during the temporary assignment of individuals to day shifts.

- C. Electricians in the Building Services Division may be assigned to perform lead assignment duties. Lead assignment duties for Electricians consist of providing direction to any personnel other than the Electrician's helper. When such lead assignment duties are assigned to an employee, the employee shall receive lead assignment pay of 50 cents per hour for all hours worked. The lead pay shall not be added to an H-rated salary, but to the classification salary step of the individual so assigned.

Lead pay shall be considered part of the employee's base pay for overtime purposes.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Premium Pay – Temporary Upgrade Pay as special compensation.

Overtime

- A. All overtime must be authorized in advance.
- B. Overtime will be assigned to employees in the classification who normally perform the work. When an employee who normally performs the work is unavailable or unwilling to work an overtime assignment, the qualified bargaining unit employee who is on standby will perform the work.

- C. Scheduled overtime (identified at least 24 hours in advance) shall be offered as equitably as possible to employees who are in the same classification. The department will maintain a Scheduled Overtime Log (SOL) that records actual hours (compensated) of overtime that each employee is offered and either accepts/works or declines. The overtime log will be posted on the first Monday of each month. New employees and employees who have been on a leave of absence of more than thirty (30) calendar days will have the average overtime hours of employees in their same classification credited to the SOL.
- D. Except between the hours of midnight and the beginning of an employee's regular shift, overtime, at the rate of one and a half times the employee's hourly straight time rate, will be paid for the following:
1. All actual time worked (including paid leave time) over forty (40) hours in any workweek;
 2. The first eight hours worked in excess of an employee's regular work schedule (typically 8 or 9 hours per day);
 3. The first eight hours worked on a designated holiday;
 4. The first eight hours worked on an employee's regular day off.
 5. Hours when an employee is "held over" (i.e., required to extend his/her regular shift).
- E. Double time (twice the employee's hourly straight time rate) will be paid for the following:
1. Once an employee has worked more than eight hours on his/her regular day off, the overtime rate becomes double time (twice the employee's hourly straight time rate). The employee continues to receive the double time rate until he/she has been released from all work duties for six hours.
 2. The department has the sole discretion to determine when to release an employee from performing his/her duties in order to have them take a six hour break. An employee may not work more than eighteen (18) consecutive hours without a minimum of a six (6) hour break. Should an employee be released from performing his/her duties during their regular work hours, the employee will be compensated for his/her regular work hours at straight time.

3. Excluding shift employees and pre-scheduled overtime within two hours of an employees' regular shift, hours worked between midnight and the start of their regular day shift shall be paid at double time (twice the employee's hourly straight time rate). The employee continues to receive the double time rate until he/she has been released for all work duties for six hours.
 - a. This section does not apply to any employee whose regularly assigned shift extends past midnight, to any employee who is assigned the graveyard shift, or to employees in the classifications of Power Dispatcher, Senior Power Dispatcher and Power Troubleshooter.
4. Power Dispatchers, Senior Power Dispatchers and Power Troubleshooters will be paid double time for working on their second or fourth day off.

Call-Back Pay

- A. Unit members are subject to call back to respond to emergencies or operational issues identified by the department head or his/her designee.
- B. Call back is the unscheduled call to an off-duty employee requiring that they report to work.
- C. Unit members are compensated at double time (twice the base hourly rate of pay) for hours worked beginning when they receive the phone call to report to duty (up to a maximum of one hour, unless authorized by a supervisor or designee). However, in all cases, a call-back will result in double time for at least a two hour minimum.
- D. Unit members will continue to receive double time for regular work hours when a call back results in work that continues into the regular shift or until receiving a six hour break.

Overtime Meals

A. Meal Periods

1. For any overtime assignment (either prescheduled or unscheduled), employees will be provided paid time to acquire and eat a meal at intervals of approximately four (4) hours. However, in no event, shall an employee be required to work more than five consecutive hours without a meal period.

2. If an employee is called back to work on an emergency basis and as a result could not eat a meal at their normal meal time, he/she will be provided an opportunity to eat a meal as soon as is reasonably possible. This meal and the time to acquire and eat the meal shall be at City expense.
3. Employees who are required to report to work two (2) hours or more ahead of his/her regular scheduled shift and/or are required to work two (2) or more hours beyond his/her regular shift will be provided a meal and paid time to acquire and eat a meal.
4. If a regular day shift employee is called out for emergency work before the start of his/her shift on a scheduled work day and continues to work into his/her regular scheduled work hours and does not have an opportunity to eat breakfast or prepare a lunch before reporting for work, the City shall furnish him/her with such meals (breakfast and/or lunch) if they can be provided by the City. However, the employee will not be paid for the time during the regular lunch period. The City shall only provide meal reimbursement if a meal is purchased.
5. If an employee does not accept a meal at City expense, the employee will receive thirty minutes of overtime for the meal period at the same rate of pay for the time he/she worked when the meal period was missed.

B. Meal Reimbursement

1. For overtime assignments, employees shall be compensated \$16.00 per meal for meal periods earned. The meal payment will be designated on the employee's timesheet and paid as a taxable benefit. This compensation is not reportable compensation under CalPERS regulations.

Shift Trading

Senior Power Dispatchers and Power Dispatchers have the right to trade shifts with their colleagues within the same classification subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.

4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her sick leave (or other accrued leave if sick leave bank is zero) deducted.

Compensatory Time Off (Comp-Time)

- A. In lieu of receiving payment for overtime, an employee may request in advance to accrue compensatory time off at the rate of time and a half (or double time if time worked was at double time) for each hour worked subject to a maximum accrual of one hundred and twenty (120) hours. The department has the sole discretion to grant the accrual of comp time or to pay the overtime.
- B. 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.
- C. Employees may request to cash out accrued compensatory time off at any time.
- D. Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

Stand-by Pay/On-Call Pay

- A. Unit members may volunteer to be scheduled for standby/on-call duty. Standby schedules are created at the discretion of the department. Standby/On-Call duty is pre-scheduled and is typically assigned in one-week increments.
 1. Standby/on-call pay is provided as follows:

- a. Two (2) hours of base pay on a week day (i.e., Monday-Friday)
 - b. Three (3) hours of base pay on a Saturday or on the employee's alternating regular day off for 9/80 employees
 - c. Four (4) hours of base pay on a Sunday or on a City recognized holiday
2. Standby/on call for Power Troubleshooters is provided as follows:
- a. Two (2) hours of base pay on a normal shift workday
 - b. Three (3) hours of base on a first day off
 - c. Four (4) hours of base pay on a second or third day off or on a City recognized holiday.
3. Employees may voluntarily sign-up for standby each calendar year. A sign-up form (Exhibit V) will be available between December 1st -December 15th for sign-up for the twelve months of the upcoming year.
4. Employees assigned to standby/on-call are subject to the following requirements:
- a. Be ready to respond immediately to calls for service;
 - b. Be reachable by a department issued electronic device and respond to call/page within fifteen (15) minutes.
 - c. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties.
 - d. Be able to report to the City or location of an emergency within sixty (60) minutes of responding to the call/page, unless the department authorizes otherwise when the employee responded to the call.
 - e. Notify his/her supervisor immediately if he/she is unable to be on standby due to an unforeseen emergency.
 - f. If an employee is unavailable for standby duty or the employee cannot get his/her own replacement, a replacement will be scheduled from a list of available standby crew staff; or if an employee is unavailable for standby duty on the day prior to a regularly scheduled day off, the replacement shall assume call out duties and receive standby compensation until the employee returns to complete his/her scheduled standby or when the standby assignment ends.

Bilingual Pay

Employees may be eligible for up to \$75 per month under the bilingual pay program established by the City. 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.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment Pay – Bilingual Pay as special compensation.

SECTION 3 – LEAVES OF ABSENCE

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 shall authorize pay in lieu of vacation, or he/she shall allow accumulation of vacation above the maximum. Under no circumstances will an employee lose accumulated vacation credits when time has not been made available for a vacation.

B. Vacation Accrual and Maximum

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

- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- D. Effective January 1, 2015, employees will no longer be able to have negative use of vacation hours. The City will eliminate tracking the allotment of vacation and will base vacation solely on the accrual method.
- E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck.

Holidays

A. The following eleven (11) days shall be observed as holidays:

- January 1;
- the third Monday in January;
- February 12;
- the third Monday in February;
- the last Monday in May;
- July 4;
- the first Monday in September;
- the Monday or Friday closest to November 11;
- the fourth Thursday in November;
- the day following the fourth Thursday in November;
- December 25;
- and every day appointed by the City Council for a public feast, thanks giving or holiday.

B. If any of the forgoing holidays fall 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.

C. The value of holidays will be as follows:

1. For 9/80 employees, nine hours on a day when the employee is regularly scheduled to work nine hours and eight hours on a day when the employee is regularly scheduled to work eight hours.
2. Holidays falling on a 9/80 employee's regular day off will result in eight hours credited to the floating holiday bank.
3. For 5/40 shift employees, holidays are eight hours.

D. Effective with the first pay check in January (in lieu of Admissions Day), each unit member (except Power Dispatchers, Senior Power Dispatchers, and Power Troubleshooters) will be provided nine (9) hours of floating holiday for 9/80 scheduled employees and eight (8) hours of floating holiday leave for 5/40 shift employees.

E. Power Dispatchers, Senior Power Dispatchers, and Power Troubleshooters will observe Admissions Day as a holiday and receive holiday pay.

Sick Leave

- A. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent, spouse, or registered domestic partner as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law.
- B. Every employee who is unable to report to work for his/her scheduled shift shall either call, or have someone call his/her supervisor proceeding the time he/she is scheduled to report to work to explain the absence. If a supervisor doesn't answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
- C. The department head or his/her designee has the authority to approve sick leave for unit members.
- D. Unit members who use sick leave for four consecutive days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employee's supervisor before returning to work.
- E. A unit member, who, while on vacation, becomes ill/injured and who provides a doctor's verification of illness/injury prior to returning to work which verifies that leave for injury or illness of four days or longer was required, may request that the vacation time be substituted with sick leave.

Sick Leave Accrual

- A. Effective the pay period that includes January 1, 2015, unit members accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 1200 hours.
- B. Effective the pay period that includes January 1, 2015, the extended sick leave program will be eliminated. Existing sick leave, extended sick leave and reserve sick leave will be transferred into the new sick leave accrual bank.
- C. Effective the pay period that includes January 1, 2015, unit members, based on years of service as of January 1, 2015, will be credited with a one-time allotment of the following amounts to his/her sick leave bank:

1. Unit members with fifteen (15) years of service or more will have four hundred (400) sick leave hours credited to his/her sick leave bank.
 2. Unit members with at least ten (10) years of service but less than fifteen (15) years will have two hundred and forty (240) sick leave hours credited to his/her sick leave bank
 3. Unit members with less than ten (10) years of service will have one-hundred and seventy-eight (178) sick leave hours credited to his/her sick leave bank.
- D. Unit members, who, as of January 1, 2015, when sick leave banks are combined and the one time allotment is added have sick leave hours in excess of 1200, will have all sick leave hours above 1,040 paid as cash at the hourly base rate of pay.
- E. Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit.
- F. Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes.
- G. The department head or his/her designee has the authority to approve use of up to forty hours of sick leave for bereavement leave related to a particular relative should an employee exhaust his/her bereavement leave and request additional time using accrued sick leave.

Bereavement

Employees absent for leave due to bereavement shall receive regular compensation for up to a maximum of 3 days for the purpose of attending the funeral and/or to matters relating to the death of an immediate family member. Three working days shall be defined as days in which the aggregate time off does not exceed 24 hours (or 27 hours for employees on the 9/80 schedule).

Immediate family member is defined as an employee's spouse or registered domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, grandchild, and immediate family members of spouse/registered domestic partner.

Workers' Compensation Leave

- A. The City will comply with the workers' compensation laws of the State of California.
- B. 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 federal taxes). Claims that have been denied are not eligible for this benefit.

- C. 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.
- D. 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 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 months for the same injury/illness.

Jury Duty Leave

- A. If a unit 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. If that occurs, employees assigned to swing or graveyard shift shall be assigned to day shift for the duration of the jury duty.
- B. 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.
- C. 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.
- D. Employees will submit proof of jury service to his/her supervisor.

Witness Leave

In accordance with Government Code Section 1230.1, when an employee is served with a subpoena which compels his/her presence as a witness, he/she shall be granted a leave of absence with pay (not to be considered vacation) in the amount of the difference between the

employee's regular earnings and any amount he/she receives for such appearance unless he/she is a litigant in or party to the action, or an expert witness.

Absence For Voting

Employees shall be entitled to time off from work to vote as provided by the California Elections Code.

Leave For Work-Related Requirements

- A. Employees participating in promotional recruitments shall be allowed to participate in all aspects of the selection processes during work hours without the loss of pay or the requirement to use accrued leave.
- B. Employees shall be permitted to take examinations for licenses and certificates as required by the City during work hours without the loss of pay or the requirement to use accrued leave. Employees will make prior arrangements with his/her immediate supervisor to participate in the examination and/or renewal process for licenses and certificates.

Military Leave

Military leave of absence may be granted for the duration of a war or national emergency or as required by law.

Rest/Lunch Periods

A. Rest Periods

Every employee shall be provided two 15-minute rest periods per day for each period of not less than three or more than four hours.

Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes unless specifically authorized.

The time at which such rest periods are taken shall be determined by the supervisor who will schedule absence from duty so that service to the public is not impaired.

Rest periods may not be accumulated or added to lunch hours, vacation or to other forms of leave.

B. Lunch Periods

For employees who work the 9/80, an additional thirty (30) minutes of unpaid time shall be scheduled each normal workday as a lunch period, which shall commence not earlier than three (3) hours nor later than five (5) hours after the scheduled time for reporting.

For employees who work the 5/40 work schedule as a shift employee, each eight hour workday includes a thirty (30) minute paid lunch period.

Clean Up Time

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

Inclement Weather

Employees reporting for work on normal scheduled working days shall not suffer any loss of regular pay because of weather or other adverse conditions when Management directs that no field work be undertaken. Inclement weather or other adverse conditions may include any weather condition, earthquakes, smog alerts, etc. which adversely affect an employee's health or safety.

An emergency is defined by management as any unforeseen condition requiring immediate attention of the City.

IBEW Day

During each year of this MOU, each unit employee shall be entitled to one (1) day of paid leave. Such paid leave day shall be used at the employee's discretion, subject to prior approval by Management. Paid IBEW leave days earned during the term of the MOU, but not used by the end of the MOU term, shall be lost.

Maternity Leave and Parental Leave

A. Maternity Leave

For regular full time employees, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per

week for 40 hour employees. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.

In addition, while the employee is on the unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.

B. Parental Leave

Upon the request of a regular full time employee who has passed his/her initial probationary period, the City shall provide up to four months of unpaid leave immediately following the birth or adoption of a child.

- C. The 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.

SECTION 4 - BENEFITS

Life Insurance

The City will provide life insurance coverage in the amount of \$25,000 double indemnity for each employee.

Dental Care Program

The City will contribute 100% of the premium for the employee-only PPO dental care coverage as provided by the City of Pasadena.

For employees who cover a dependent, for calendar year 2014, the City will contribute up to an additional \$41.38 per month toward the dental plan premium.

During the term of the MOU, if the premiums for dependent coverage increase, the City will add 75% of the average dollar increase of the family level premiums for all dental plans offered to IBEW employees. During the term of the MOU, the increase cannot result in a total dependent contribution of more than \$56.38 per month. In no case shall an employee receive more than the amount of the premium for the dental plan he/she is enrolled in.

Health Insurance/Employee Option Benefit Fund

- A. 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 EOBFF allowance.

- B. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
- C. Effective January 1, 2014, the EOBFF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$910.37
Tier 2:	Employee +1	\$960.71
Tier 3:	Employee +2	\$1,221.77

- D. 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.
- E. New employees hired by the City on or after July 1, 2014, will receive an EOBFF 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).
- F. Employees in the unit as of June 30, 2014 who elect to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$791.37 per month which will be designated to the employee's deferred compensation account. Employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.
- G. Effective July 1, 2014, new employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$250 per month which will be designated to the employee's deferred compensation account. New employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

Short-Term Disability Plan

- A. Effective January 1, 2015, the City will provide a Short Term Disability (STD) Plan. The plan includes the following provisions:
1. Thirty (30) calendar day elimination period. Disability payments begin on the 31st day.
 2. Payments shall not exceed 60% of the employee's salary up to \$2,200 per week.
 3. Maximum duration is twenty-two weeks (154 days).
 4. The premium will be paid by the employee. The benefit is non-taxable to the employee.
 5. Effective January 1, 2015 the benefit premium is \$.246 per \$10 of weekly gross benefit.

Long Term Disability Insurance

- A. The City will provide a Long Term Disability (LTD) Plan. The Plan will provide for disability payments to employees under, at least, the following basic provisions:
1. Disability payments will commence on the 181st calendar day of the illness or injury.
 2. Payments shall not exceed a total of 50% of the employee's salary up to a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD Plan.
 3. The maximum benefit period for an individual whose disability begins before age 60 is to age 65.
 4. The maximum benefit period for an individual whose disability begins at age 60 or older will be five years.
 5. The City will pay for the basic LTD premium.
- B. 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

of the employee's salary (including the basic coverage), coordinated with deductible benefits. There are two optional supplemental plans: a 60% benefit and a 66 2/3% benefit.

Tuition Reimbursement

Unit members who have successfully completed the probationary period and who are pursuing an Associate of Arts degree or higher in a job-related field at an accredited college or university; or who complete accredited job related coursework shall be eligible for tuition reimbursement of up to one thousand dollars (\$1,000) per calendar 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 up to \$1,000 per calendar year. Parking fees are not reimbursable under this provision.

Uniforms

- A. The City shall provide and maintain uniforms to employees in the classifications indicated in Exhibit I.
- B. Rules and regulations for wearing of uniforms shall be set by the operating departments and may include the wearing, providing, and maintaining of shirts only, if desired by the employee and approved by the department.
- C. The City will report the value of provided uniforms to CalPERS as \$200 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.

Boot Allowance

Effective in January of each year, the City shall provide each unit employee \$250 as a reimbursement for approved safety shoes/boots. Employees who incur additional cost over \$250 for approved safety boots/shoes will be reimbursed up to an additional \$100 upon presentation of a receipt.

Safety Glasses