

Employees requiring prescription safety glasses shall upon proof of receipt be reimbursed up to \$200 once every twelve months for the purchase of prescription glasses with lenses made in compliance with the established criteria accepted by the American National Standards Institute, ANSI Z87.1-2003. The City may provide the prescription glasses to the employee (up to the \$200 amount) using an approved vendor.

Tools

- A. The City shall provide all tools required for the performance of its employees' duties. However, when it is common practice in a particular trade or craft for the employee to provide his/her own tools, any employee engaged in such trade or craft shall provide such tools required in the performance of his/her duties.
- B. In the event that, through no negligence, carelessness or other fault of the employee, any tools so provided by him/her are damaged, destroyed, or lost through fire or theft, while the employee is engaged in the performance of his/her duties either on or off City premises or while such tools, though not in use in the performance of the employee's duties, are on City premises with the consent of the employee's supervisor, the City shall reimburse such employee for the loss or damage sustained.
- C. When a City tool is assigned to an employee for his or her use only, he/she is responsible for the securing and safekeeping of the City tool. If the tool is lost due to carelessness or negligence, the employee shall replace the tool with the same or an equivalent tool.

Travel Expenses

Employees authorized to travel in the performance of their duties shall receive the amount of their expenses for transportation, meals, lodging and incidentals necessarily incurred therein in addition to his/her regular compensation. No reimbursement shall be allowed for transportation between the home of any person and the place where such person is ordinarily required to report for duty. In case of doubt as to the necessity for the incurring of any expense, the City Manager shall determine whether such necessity existed and may allow, reject or modify any claim or any item thereof. Unit members will comply with the City's policy on travel expenses.

Mileage

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

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 have less than a six month break in CalPERS covered service or are members of an agency with reciprocity, 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. Unit members employed by the City prior to July 1, 1984 have a one year final compensation period.
 - 4. Employees pay 4.6% of the employer rate as cost-sharing. The City pays and reports the value of Employer Paid Member Contributions as 8%.
 - 5. Effective the pay period that includes July 1, 2014, employees pay the 8% employee/member contribution on a pre-tax basis.
 - 6. Effective the pay period that includes July 1, 2014, the City reports the value of the member contribution as 0%.

- C. Unit members hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013, are provided the following retirement benefits:
 - 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 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)

Retiree Medical

During the term of this MOU, either party may request to reopen negotiations on the subject of retiree medical benefits.

SECTION 5 – POLICIES & PROCEDURES

Payroll

A. Step Raises

Employees hired or promoted to Step 1 of a pay range shall receive step increases in the following intervals provided that they receive an overall “meets requirements” on his/her performance evaluation:

- Step 1 to Step 2 – after 6 months
- Step 2 to Step 3 – after 6 months at step 2
- Step 3 to step 4 - after 12 months at step 3
- Step 4 to step 5 - after 12 months at step 4

B. Salary on Promotion

When an employee is promoted from one classification to a classification allocated to a higher salary range, he/she shall advance to the lowest step in such higher salary range 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.

Notwithstanding anything in this section, the City Manager may approve a promotion to a higher step within the range.

C. Acting Pay/Assignment

When an employee is assigned on a temporary basis to the duties of a higher level position, and such employee assumes the full duties and responsibilities of that position for a minimum of one (1) full shift, such employee shall be compensated from the first day of the temporary appointment at a rate of pay which is no less than the lowest step of the classification for which the employee is temporarily assigned. However, such

rate of pay shall not be less than 5.5% or more than the highest step of the classification for which the employee is temporarily assigned.

When there is a current eligibility list, an employee will be selected from that list whenever possible.

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.

D. Probation

Probation for new hires and promoted employees shall be one year.

Discipline

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination.

Grievance

A. Definition

Grievance--a dispute between an employee or employees and the employer regarding an interpretation or application of the Employer-Employee Labor Relations Resolution, this MOU, or of the Manual of Personnel Rules, Practices and Procedures.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
2. Allegations of unlawful discrimination shall be processed through either the Human Resources Department utilizing the Discrimination Complaint Procedure, or through the Grievance Procedure. The employee may utilize only one of these two procedures and shall select the applicable procedure at the time of the filing of the discrimination allegation.
3. An employee may either represent him/herself in the grievance process or be represented by another person.

4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, that representative shall be governed by this MOU.

The representative shall be entitled to:

- a. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
 - b. A copy of any written decisions or communications to the employee concerning the grievance proceedings.
5. A grievance may be initiated by the employee concerned or by the Union on behalf of employee(s).
 6. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee or his/her representative fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
 7. This is the only method for resolving grievances.

C. Grievance Procedure

1. Step 1

The employee shall orally present the grievance to the immediate supervisor within ten (10) working 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, upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within ten (10) working 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.

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

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 five (5) working 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 five working days of the step one decision. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

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.

The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting (within sixty (60) days of receipt of form) with the employee(s) and appropriate representative. A decision, in writing, shall be given to the employee within ten (10) working days following the receipt of the written appeal or conclusion of the appeal meeting, whichever is later.

If the written response is not provided within ten (10) 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 the information has been 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.

If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Step 3 for resolution may be made.

3. Step 3-Advisory Arbitration

If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the employee or the employer may appeal the grievance to Step 3. The appeal shall be in writing; shall be signed by the employee, 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.

The parties shall request the Public Employment Relations Board (PERB) (or other mutually agreeable entity) to submit a list of seven (7) persons qualified to act as arbitrators.

Within five (5) working 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.

The arbitrator shall hold a hearing on the issue or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. The arbitrator shall render a written opinion within 30 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 to (or mutually agreed upon) the arbiter. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the employee.

Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer 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. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and Union.

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.

Layoff

A. Definition

Layoff is defined as any involuntary separation wherein management eliminates a job without prejudice to the incumbent. Layoff shall result only from a change in the status of a position.

B. Authority

The City Manager shall have the authority to eliminate positions within any department because of curtailment of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

C. Policy

1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction.
2. Layoff shall be made by specific classification series. Employees with two or less years in their current classification series have the right to return to their prior classification series.
3. Within a given class, individuals will be laid off based upon seniority in that classification.
4. The layoff priority of employment categories shall be as follows:
 - a. Temporary employees performing bargaining unit work.
 - b. Probationary, regular full-time employees.
 - c. Regular, full-time employees (for purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)
5. Departments which anticipate a possible reduction in staff shall notify the Human Resources Department and affected employees as soon as possible in order that appropriate procedures may be initiated.
6. Employees who are laid off shall be placed upon a re-employment list for that class. All vacancies within that class shall be filled from the re-employment list prior to using the regular eligible list. 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 or this bargaining unit 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.
 - iv. Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee unless the classification is covered by the bargaining unit.
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 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 shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department where the layoff occurred, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.
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 who must be laid off shall receive a severance pay benefit based on the following considerations: Should it be determined that the City is required to pay unemployment compensation insurance, severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.
 - a. Employees laid off shall be entitled to one month's compensation for each year of City service not to exceed six (6) months' pay. These payments shall be made on a monthly basis.
 - b. Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.
 - c. Employee must have completed at least one year of service before being entitled to this benefit.
 - d. If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoff.
 - e. Employees who are laid off will be given the following regarding 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/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
- iii. The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
- iv. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin reaccumulating the claimed benefit(s) on the date that they report back to work.
- v. Laid-off employees, who are not recalled within the 12-month period, will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
- vi. 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. If an employee refuses such an opportunity to reemployment, the employee will lose any remaining severance pay entitlement and will be removed from the reemployment list.
- vii. Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
- viii. The parties also agree to discuss the development of programs to train bargaining unit employees for other available City job openings.

13. Employees who: (a) may be transferred, (b) accept a voluntary demotion, (c) are reemployed by the City, shall meet the job requirements of the class into which they are placed.
14. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
15. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
16. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

D. Procedure

1. Notice: Each affected employee shall receive written notice from the appointing authority, specifying the exact date when layoff is to be effective; and at least two weeks' notice shall be given.
 - a. The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.
2. Recall List: The Human Resources Department will automatically establish a recall list for a period of 12 months.
 - a. All departments where classifications exist which are on the recall list will be notified of the employee's availability.
 - b. Individuals on the recall list will be appointed to vacancies for which they qualify in the department from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists promotional or open competitive are used.

E. H-Rating

In the event a regular employee is adversely impacted through no fault of his/her own because of organizational and/or involuntary classification changes, the employee's salary shall be H-rated as follows: 100% of the employee's current salary for one year; and 95% of the employee's current salary for one additional year (unless the salary of the new position is equal to or higher than the employee's H-rated salary), for a total of

two years. On a case-by-case basis (e.g., when there is a significant difference between the employee's current salary and new salary), the parties may discuss H-rating over a three-year period.

In order to qualify for H-rating, an employee must have regular status as an employee, and regular status in the position/classification affected. H-rating shall not apply in instances of employee demotions, reassignments, or reductions in hours, when such actions result from less than satisfactory job performance.

Personnel File

An employee shall be entitled to review the contents of his/her personnel file in the Human Resources Department at reasonable intervals. Such reviews shall be permitted upon request, only during hours when Human Resources is regularly open for business and within three (3) days of his/her request, except when an employee is assigned to a remote area. No materials which may be the basis for future disciplinary actions shall be placed in an employee's personnel file until the employee has had an opportunity to discuss with his/her supervisor such material. An employee shall be supplied with a copy of said material.

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. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner.
- B. Should a dispute arise over the application or interpretation of a safety rule, such dispute shall be resolved by use of the Grievance Procedure. 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.
- C. Safety Committee

The City and IBEW endorse the concept of regular and frequent departmental Safety Committee meetings which ensure the full participation and communication of safety issues and concerns among employees and between departments. Towards this end, the City agrees to allow a bargaining unit employee from the electrician and street light series to attend the Water and Power departmental safety committee meetings. In the case of adverse impact to the operation of the City, attendance may be waived.

Drug and Alcohol Policy

It is the responsibility of the City and the employee to maintain a safe, healthy, and productive work environment. Therefore, employees shall not use alcohol or illegal substances while at work nor report to work impaired by the use of drugs or alcohol.

Without detracting from the rights and obligations of the parties, 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.

All employees holding classifications represented by this Union agree to comply with the Alcohol and Drug Abuse Policy specified in Exhibit III.

No Smoking

All employees holding classifications represented by this Union shall observe the No Smoking Policy as adopted by the City.

Prideshare

Unit members must participate in the PrideShare program as identified in the City's Personnel Manual of Policies and Procedures. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Non-Solo drivers have benefits provided per the policy.

Contracting Out

It is not the intent of the City to cause employees to lose their jobs or be demoted as a result of a decision to contract out bargaining unit work. If, during the term of this MOU, the City proposes to contract out bargaining unit work, the City shall at the earliest possible time notify the Union in writing of such proposal. Upon written request from the Union, the parties shall meet and confer, prior to any bargaining unit work being contracted out. The parties may explore alternatives to contracting out as part of the meet and confer process.

Disputes over the practical consequences of contracting out shall be resolved through the grievance process.

Light Duty

- A. At the discretion of and with the approval of Human Resources, temporary light duty positions may be identified. Should a light duty assignment not be available in the employees' current division, light duty assignments may occur outside the Department/Division which the employee normally works and may involve a change of work hours and/or days off. Clear work restrictions must be provided by a medical doctor to the City to assist in identifying light duty assignments for injured employees.

- B. Employees injured either on duty or off duty will be assigned light duty when a light duty assignment can be found that accommodates his/her work restrictions.
- C. Light duty assignments shall be limited to ninety (90) calendar days. Short term extensions of light duty assignments may be approved by Human Resources when medical evaluation indicates that an employee's return is imminent at the end of the ninety (90) day period.
- D. Light duty is temporary and intended solely to reasonably accommodate an employee on a temporary basis.
- E. The ninety (90) calendar day limit set forth in this subsection shall not apply in the case of pregnancy.

Classification Issues

The Human Resources Department will maintain the following sliding classifications: Assistant Electrical Testers to Electrical Testers; Assistant Electrical Mechanics to Electrical Mechanics. If an employee in one of these classifications is not promoted to the journey-level classification within a three-year period, the employee shall be provided with a written explanation as to the reasons why.

During the term of this MOU, the City shall conduct an assessment of all employees currently in the classification of Assistant Electrical Tester and Assistant Electrical Mechanic, to determine whether those employees meet the minimum requirements for their respective journey-level classifications. If these employees meet the minimum requirements, they shall be promoted to the journey-level classifications. If Management determines that any of these employees are not so qualified, the employee(s) will be provided with a written explanation as to why such a determination was made.

Training Programs

- A. Apprenticeship Training Program – The parties agree to continue the labor-management committees to develop apprenticeship training programs for the following fields: 1) Electrical Mechanic; 2) Public Works Building System Electricians; and 3) Electrical Testers. The composition of each committee will be composed of no more than three representatives from the Union and three representatives from the City. The committee may ask for the assistance of others to aid in its work. The parties will complete development of the programs by the end of this MOU.

If there is an applicable State sponsored program for any of the above-referenced fields, the parties will utilize the State sponsored program as the template for the Pasadena program.

- B. The wage schedule for apprentices will be based on the rate schedule set forth in the MOU. The particular schedule to be used will depend on whether the apprenticeship program is a three or four year program.

SIGNATURE PAGE

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective July 14, 2014.

CITY OF PASADENA

IBEW, Local 18

Michael J. Beck, City Manager

Brian D’Arcy, Business Manager

Kristi Recchia, Director of Human Resources

Gus Corona, Sr. Asst. Business Manager

Peter J. Brown, Liebert Cassidy Whitmore

Sharon Moody, Unit Chair

Jeff Barber, Power Distribution Superintendent

Alan Case, Negotiating Committee

Andy Torres, Public Works Administrator

Darreld Darling, Negotiating Committee

Jaime Arellano, Management Analyst

Brian Dease, Negotiating Committee

Suzanne Stone, Management Analyst

John Heltsley, Negotiating Committee

Tony Indolino, Negotiating Committee

Larry Mickelson, Negotiating Committee

Jason Miller, Negotiating Committee

Robert A. Picou, Negotiating Committee

EXHIBIT I – SCHEDULE OF PAY RATES

Effective the pay period that includes July 1, 2014 (includes the 2% salary increase and agreed pay rates for new classifications and classifications impacted by class consolidation).

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Apprentice Cable Splicer	37.1667	39.2905	41.4144	43.5382	45.6620	48.3167	50.9715	
Apprentice Electrical Distribution Mechanic	37.1667	39.2905	41.4144	43.5382	45.6620	48.3167	50.9715	
Apprentice Electrical Mechanic	32.3235	34.1706	36.0176	37.8647	39.7117	42.0205	44.3294	
Apprentice Electrical Tester	32.4883	34.3448	36.2012	38.0577	39.9142	\$42.2348	\$44.5554	
Apprentice Electrician	26.1823	27.3374	28.8775	30.4177	31.9578	33.8830	35.8081	37.3483
Apprentice Electronics Technician	33.4234	35.3333	37.2432	39.1531	41.0630	43.4504	45.8378	
Apprentice Power Line Mechanic	37.1651	39.1740	41.1829	43.1918	45.7030	48.2141		
Assistant Electrical Mechanic	31.3835	33.4082	35.3449	37.3254	39.2476			
Assistant Electrical Tester	31.9143	33.9727	35.9552	37.9982	39.9805			
Automated Controls Technician	31.0280	32.9387	34.8762	36.8137	38.7513			
Electrical Construction Worker	26.3765	28.0056	29.6502	31.2635	32.9394	33.8322		
Electrical Craft Helper	26.8706	28.4862	30.1947	31.8876	33.5495			
Electrical Distribution Mechanic	42.3557	45.0518	47.7631	50.4744	53.0953			
Electrical Mechanic	36.9707	39.2832	41.5809	43.8639	46.1764			
Electrical Tester	37.5902	39.4105	41.7443	44.0471	46.4118			
Electrician	30.9465	32.8604	34.7319	36.6319	38.5034			
Electronics Technician	36.9409	39.6388	42.2925	45.0497	47.7477			
Field Design Technician	30.9011	32.7589	34.7239	36.6707	38.5819			
Heat, Vent & Air Conditioning Technician	29.1121	30.7836	32.6572	34.4052	36.2160			
High Voltage Maintenance Mechanic	41.3444	43.9140	46.4523	49.0529	51.5444			

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
High Voltage Utilities Equipment Operator	38.1869	40.5930	42.8993	45.2772	47.7119			
Instrument Mechanic	36.5826	38.8189	41.0553	43.3955	45.6319			
Lead Electrical Construction Worker	38.3939	40.7070	43.1551	45.4174	47.7307			
Lead Electrical Mechanic	39.5588	42.0332	44.4915	46.9342	49.4088			
Lead Power Line Mechanic	41.6606	44.8040	47.8834	51.0904	54.2496			
Lead Vault Inspector	36.1141	38.2852	40.5816	42.8570	45.0907			
Power Dispatcher	38.5289	40.9113	43.2938	45.7185	48.1857			
Power Line Mechanic	40.1967	42.7296	45.1571	47.6598	50.2231			
Power Plant Instrument Foreman	43.5807	46.2452	48.9094	51.6970	54.3614			
Power Troubleshooter	43.6263	46.4034	49.1960	51.9886	54.6882			
Senior Automated Control Technician	33.5380	35.6341	37.7302	39.8264	41.9225			
Senior Cable Splicer	42.3557	45.0518	47.7631	50.4744	53.0953			
Senior Electrical Distribution Mechanic	43.3270	46.5962	49.7987	53.1340	56.4196			
Senior Electronics Technician	42.1127	44.3955	47.3676	50.0052	52.5225			
Senior Electrical Tester	41.1836	43.6812	46.3040	48.8644	51.4560			
Senior Electrician	33.0353	35.0763	37.1301	39.1865	41.2555			
Senior Heating, Ventilation, Air Conditioning Technician	32.0287	33.8672	35.9297	37.8519	40.0673			
Senior Instrument Mechanic	39.6189	42.0410	44.4631	46.9972	49.4194			
Senior Power Dispatcher	42.3974	45.3751	48.3825	51.4489	54.4268	55.9010	57.3752	
Senior Substation Operator	39.3331	41.7657	44.2673	46.7341	49.2184			
Street Light & Signal Mechanic	34.1748	36.2871	38.4863	40.6277	42.7835			
Street Light & Signal Repairer	30.8325	32.6845	34.5654	36.4174	38.2982			

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Street Light & Signal Technician	27.5046	28.5322	29.4869	30.4997	31.5704			
Substation Operator	34.2027	36.3181	38.4933	40.6383	42.7987			
Underground Electrical Service Technician	30.3331	32.2064	34.0977	35.9530	37.8803	38.9071		
Vault Inspector	28.2141	29.9105	31.7045	33.4820	35.2271			

(1) All salary classification step schedules to which percentage adjustments shall apply as referred to in this MOU shall be rounded to the nearest cent half cent or less adjust down; more than a half cent adjust up.

EXHIBIT II - TRAINING - APPRENTICESHIP - CABLE SPLICER AND POWER LINE MECHANIC

I. Term of Apprenticeship and Probation

The standard term of apprenticeship shall be a minimum of 8,000 hours, or four years for Apprentice Cable Splicer, a minimum of 6,000 hours, or three years, for Apprentice Power Line Mechanic.

II. Wage Schedule

A. The rate of compensation for Apprentice Cable Splicer shall be as indicated below with incremental increases at the satisfactory completion of each training period as follows. The percentage indications are approximate; any salary determination shall be made by the Pasadena Human Resources Department.

		Approximate % of Senior <u>Cable Splicer's Salary</u>
1st period	6 months	70%
2nd period	6 months	74%
3rd period	6 months	78%
4th period	6 months	82%
5th period	12 months	86%
6th period	12 months	91%
Appointment to Sr. Cable Splicer		96%
Completion of 6 months probation		100%

B. The rate of compensation for Apprentice Power Line Mechanic shall be as indicated below with incremental increases at the satisfactory completion of each training period as follows. The percentage indications are approximate; any salary determination shall be made by the Human Resources Department.

		Approximate % of Power <u>Line Mechanic's Salary</u>
1st period	6 months	74%
2nd period	6 months	78%
3rd period	6 months	82%
4th period	6 months	86%
5th period	12 months	91%
Appointment to Power Line Mechanic		96%
Completion of 6 months probation		100%

III. Age and Physical Standards

Shall be consistent with state law. A stringent physical examination must be passed, including a physical agility test.

EXHIBIT III – DRUG & ALCOHOL 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) which may impact their ability to perform their duties safely and efficiently in the interests of the public and their coworkers, as well as themselves.

B. Policy

The City and the Union recognize the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in the workplace. The parties also recognize that employees have a Constitutional right to personal privacy and confidentiality. Both parties agree 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 employees or to any person while on or off duty; nor have their ability to work impaired as a result of the use of alcohol or any drugs or substances

The goals of this policy include the prevention of drug and alcohol use or impairment on the job and the encouragement of treatment and rehabilitation for those employees who voluntarily acknowledge having a drug or alcohol problem. The City shall authorize the use of earned sick leave and vacation and may authorize a leave of absence for an employee who seeks rehabilitation.

C. Application

This agreement pertains to all employees who hold classifications represented by IBEW and all alcohol, or other substances, drugs or medications, legal or illegal, which are known to impair an employee's ability to effectively and safely perform the functions of their job.

D. Education

All management and supervisory personnel shall be trained, with periodic updating, to correctly identify symptoms of drugs or alcohol impairment.

E. Employee Responsibilities

An employee must:

1. Refrain from the use of, or possession of, illegal drugs, substances, or narcotics while on duty or off duty;
2. Not report to work while his/her ability to perform job duties is impaired (or if he/she would test positive on a test based on the testing protocol for a positive test) due to off duty alcohol or drug (whether illegal or legal) use;
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 based on reasonable suspicion;
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 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. The City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

F. Reasonable Suspicion

"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 job is impaired or that the employee's ability to perform safely is reduced.

1. The City may require an employee to submit to a drug/alcohol test only where the employer has "reasonable suspicion" that the employee is under the influence of drugs or alcohol while on duty.
2. Random, mass or individually scheduled testing of employees for drugs or alcohol, which is not based on reasonable suspicion, is prohibited unless the employee is on a conditional letter of agreement.
3. Reports of drug use or aberrant behavior which are not confirmed by specific observations shall not constitute "reasonable suspicion".
4. "Reasonable suspicion" exists only when the following elements are present:
 - a. A supervisor observes an employee exhibiting unsafe, aberrant or bizarre behavior, or inability to do their job, and is confirmed by a second supervisor unless there is no second supervisor on shift. At least one of the supervisors must have been trained to recognize the symptoms of being under the influence. Using an illegal substance at the work site, or possessing drugs or alcohol at the work site, does not require a confirmation by a second supervisor.
 - b. The behavior and/or symptoms are not reasonably explained by other causes (such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to noxious fumes or smoke, etc.)
 - c. The symptoms and/or behavior are of the type recognized and accepted by medical science as indicating impairment caused by alcohol or controlled substances.
5. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute "reasonable suspicion" required by this agreement.
6. Each supervisor who observes on-duty conduct which establishes "reasonable suspicion" shall document in writing the specific symptoms or behaviors

present. This documentation shall be completed at the time of the observation or immediately thereafter.

7. When a bargaining unit employee has "reasonable suspicion" that a supervisor may be under the influence or impaired while on duty, the bargaining unit employee may report that suspicion to the next level supervisor (up to and including the Department Head) who is then under an obligation to implement the applicable provisions of the City's Drug and Alcohol Policy.

G. Testing Procedure

1. When a supervisor has "reasonable suspicion" that an employee is impaired by alcohol or a controlled substance, he/she may order the employee to take a drug/alcohol test.
2. The employee shall be given copies of the supervisors' documented observations prior to the ordered test. He/she shall be driven to the medical facility by a person designated by the City and may be accompanied by the Union or other representative if the employee chooses. However, the City will not wait for a Union representative to become available as there is urgency for the test to be administered.
3. The employee shall have two options if ordered to submit to a drug test:
 - a. Submit to urine or breath testing for the presence of a controlled substance; or
 - b. Decline the testing which will result in a charge of insubordination and the City may consider that the test as a positive test, which may lead to disciplinary action up to discharge.

H. Interpreting Test Results

1. The results of the urine test shall be reported to the supervisor or the Director of Human Resources.
2. If the results are negative, the medical facility shall immediately report that fact to the supervisor or Director of Human Resources who shall notify the affected employee. When the results are negative the employee shall be entirely vindicated of any wrongdoing related to substance abuse, and all related documentation shall be destroyed.

3. If the results are positive, the City may consider all of the circumstances in deciding how to proceed.
4. Upon the employee's request, the City shall authorize and/or provide a copy of all of the laboratory reports including, but not limited to all test results, computer printouts, interpretations, graphs, reports and chain of custody forms.
5. Except as provided in Item 4 (above), the test results and other related lab test reports if any 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.

I. Discipline

1. For employees who do not seek voluntary rehabilitation for substance abuse problems and where there is a job impact from substance abuse, the City will take appropriate disciplinary action.
2. If the "reasonable suspicion" test results for alcohol or drugs are positive, the employee may be subject to disciplinary action which may result in discharge.
3. The City shall present the employee with a copy of all materials upon which a disciplinary action is based.
4. If the employee caused an accident which resulted in a serious injury while impaired by drugs or alcohol, or if the employee ingested drugs or alcohol on the job, or if the employee has a serious disciplinary record such that any additional incident would be cause for discharge, such employee shall be subject to discipline up to and including discharge.
5. Employees who are discovered by the City to be impaired on the job, or whose job performance is negatively impacted by alcohol or other substances, may request, in lieu of discipline, an opportunity to enter into a rehabilitation program. The City will have discretion as to whether to grant this request. If it does, the employee will be subject to a conditional employment agreement.

J. Voluntary Treatment or Rehabilitation

1. Employees may voluntarily seek assistance for alcohol or substance abuse problems without prejudice. An employee who seeks assistance shall not be disciplined or illegally discriminated against for seeking such assistance.

Requests for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.

2. Treatment in such programs may be covered by the employee or by the group medical plan.
3. Any drug or alcohol testing performed pursuant to a voluntary treatment or rehabilitation program shall remain confidential.

EXHIBIT IV – CLASS CONSOLIDATION

- I. The parties agree to the new classifications of:
 1. Apprentice Electrical Distribution Mechanic
 2. Apprentice Electronics Technician
 3. Electrical Distribution Mechanic
 4. Senior Electrical Distribution Mechanic
 5. Senior Electronics Technician

The classifications of Apprentice Electrical Tester and Apprentice Electrical Mechanic which are programs IBEW and the City have been working on are incorporated into the MOU.

- II. Salary ranges of proposed classifications are provided in Exhibit I identifying salaries.

- III. The City and IBEW will participate in a Joint Labor Management Committee to develop training programs/curriculum related to new classifications of Electrical Distribution Mechanic and Senior Electrical Distribution Mechanic. The committee will include two Senior Cable Splicers, two Power Line Mechanics, the IBEW Local 18 Business Representative, two management representatives selected by the department from overhead, and two management representatives selected by the department from underground. Additionally, the PWP General Manager (or her designee), Assistant General Manager, Power Distribution Superintendent, and a representative from Human Resources will participate on the committee. The training program should include (at a minimum) a definition of the required curriculum and selection of the trainers. Should the committee fail to reach an agreement on the training program within six months following the approval of the MOU, management will finalize and implement a training program that will include a 3% training premium. The 3% training premium will be provided to individuals training a person in a classification with a top step salary above or equal to the person providing the training. The 3% training premium will be calculated at 3% above the top step of the classification of the individual receiving training and will be paid for the work day/shift to the person providing the training. The training premium does not apply to training Apprentices.

- A. 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 – Training premium as special compensation.

When the training program and curriculum are complete all members of IBEW will receive a one-time lump sum payment of \$500. The payment will be processed upon

execution of a written training plan, including training curriculum, and a training schedule that has been signed by IBEW indicating approval of the plan.

- IV. Management retains sole discretion in determining who successfully completes the training program. Any employee who fails to successfully complete the training program or who chooses to withdraw from the training program for the new classification shall immediately revert to his/her previous classification at the appropriate step in the salary range. Future appointment to the new classification would require participation in the recruitment process for the position.
- V. Following the completion of the development of the training program, the City will initiate the thirty (30) day voluntary sign-up period for four (4) Senior Electrical Distribution Mechanic (SEDM) positions. Two (2) to be appointed from existing overhead Lead Power Line Mechanics or Power Line Mechanics and two (2) to be appointed from underground Senior Cable Splicer. Prior to June 30, 2025, should any of the four original SEDM positions become vacant (e.g., due to attrition, failure in the training program, etc.) they will be replaced with individuals from the seniority list in a way that maintains two from overhead and two from underground.
- VI. Lead Power Line Mechanics who volunteer to participate in the Senior Electrical Distribution Mechanic training program within thirty (30) days of being offered the opportunity to participate in that training will automatically be a participant in the program. Such employee who fails to successfully complete the training program for the SEDM classification shall immediately revert to Lead Power Line Mechanic at top step of the salary range. Should either of the two existing Lead Power Line Mechanics choose not to participate during the initial thirty (30) day voluntary sign up period, the two potential positions will be filled using the Power Line Mechanic seniority list.
- VII. Senior Cable Splicers or Power Line Mechanics who volunteer to participate in the Senior Electrical Distribution Mechanic training program within thirty (30) days of being offered the opportunity to sign-up to participate in that training (when positions become available) will be placed on a seniority list (by classification) for participation in the SEDM training program. Positions of SEDM will be filled based on seniority until June 30, 2025. For this purpose, seniority will be established by seniority in the current classification. In the event of equivalent classification seniority, seniority based on full-time City of Pasadena employment will be used to break the tie. In the event of a tie of City seniority, the tie will be broken by flipping a coin.

Following the voluntary sign up of Lead Power Line Mechanics who would be automatically placed into the SEDM training program, (except as provided by section VI above) as SEDM positions become available they will be filled by alternating from the

seniority lists (through June 30, 2025). Here is an example of how the process would work:

Assume the City establishes four SEDM positions and two Lead Power Line Mechanics volunteer to enter the training program, the next two SEDM positions will be filled using the Senior Cable Splicer seniority list. Future positions will be filled by alternating from the Power Line Mechanic seniority list then the Senior Cable Splicer list. Should an individual fail to pass the training program and revert to his/her prior classification, that SEDM position will be replaced by an individual from the same classification (i.e., if a Senior Cable Splicer fails the training program, he/she is replaced by the next person on the Senior Cable Splicer seniority list).

Should a Senior Cable Splicer or Power Line Mechanic choose not to sign-up to participate during the initial thirty (30) day voluntary sign up period and after June 30, 2025, future vacancies in the Senior EDM classification will be filled using a recruitment process.

- VIII. Senior Cable Splicers and Power Line Mechanics who volunteer to participate in the Electrical Distribution Mechanic training program within thirty (30) days of being offered the opportunity to participate in that training will automatically be a participant in the program. Should a Senior Cable Splicer or Power Line Mechanic choose not to participate during the initial thirty (30) day voluntary sign up period, future vacancies in the EDM classification will be filled using an open/promotional recruitment process.
- IX. Employees who choose not to participate in the training programs during the initial voluntary sign-up period (which will occur within 12 months from the date of City Council approval) will remain in his/her current classification. Grandfathered employees will continue to be eligible to participate in future promotional recruitment/selection examinations. Grandfathered employees may continue to be eligible for working out of class if they meet the qualifications of the out of class classification.
- X. The joint labor management committee will select individuals to train employees who are training in one of the new classifications.
- XII. For existing apprentices (employed as of adoption of the MOU) in overhead and underground, a thirty (30) day voluntary sign up to EDM will be available after reaching journey level status.

EXHIBIT V – STANDBY SIGN-UP FORM

Pasadena Water and Power
IBEW Standby Sign-Up Form
Calendar Year 2015

In accordance with the IBEW MOU and established Procedures, the following employees elect to sign up for standby for 2015.

	Employee Name/ Signature	Date
1.		
2.		
3.		
4.		
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6.		
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8.		
9.		
10.		
11.		
12.		
13.		
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19.		
20.		

Pasadena Water and Power
IBEW Standby Sign-Up Form
Calendar Year 2016

In accordance with the IBEW MOU and established Procedures, the following employees elect to sign up for standby for 2016.

	Employee Name/ Signature	Date
1.		
2.		
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