

<u>Years of Continuous Service</u>	<u>Additional Regular Compensation in an Anniversary Year</u>
1 year to 2 years	5 days
2 years to 5 years	10 days
5 years to 10 years	20 days
10 years to 15 years	30 days
15 years or more	50 days

- 2) Extended injury or illness as used herein means an injury or illness necessitating the absence from work of the employee for a period of five (5) or more consecutive working days. Satisfactory evidence of the extended illness or injury must be presented before the benefits provided herein shall apply.

G. Sick Leave Accrual effective January 1, 2016

1. Effective January 1, 2016, unit members who work the 4/10 accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
2. Effective January 1, 2016 unit members who are 24 hour shift employees accrue one-hundred and thirty-two (132) hours of sick leave per year (5.08 hours per pay period) up to a maximum of 2923 hours. Effective January 1, 2017, 24 hour shift employees accrue one hundred forty-four (144) hours of sick leave per year (5.54 hours per pay period) up to a maximum of 2923.
3. Unit members who retire from the City may convert their accrued and unused sick leave to service credit.
4. Unit members may use accrued sick leave for family sick leave purposes.
5. Upon transition to sick leave accrual, all sick leave hours in each employee's then current occasional sick leave and reserve sick leave banks as of January 1, 2016 and one hundred and twenty (120) hours of sick leave will be credited to the main sick leave accrual bank along with the additional one-time allotment as described below. Those banks will then be eliminated.

a) The one-time allotment of extended leave that will be provided to unit members (effective 1/1/16) will be as follows:

- Less than 2 years of service – 60 hours
- 2-5 years of service – 120 hours
- 5-10 years of service – 240 hours
- 10-15 years of service – 360 hours
- 15 years of service or more – 600 hours

6. New employees will be allowed to use his/her annual sick leave accrual during the first year of employment. This may result in a negative accrual. Should the new employee separate from city service, any used but not yet accrued sick leave will be deducted from his/her final paycheck.

#### **IV. WORKERS' COMPENSATION LEAVE**

Workers' compensation benefits shall be granted as provided by law including but not limited to Labor Code section 4850.

#### **V. MILITARY LEAVE**

Military leave of absence shall be granted as provided by law.

#### **VI. BEREAVEMENT LEAVE**

A. Unit members may use up to three days of bereavement leave due to the death of an immediate family member (spouse, registered domestic partner, child, step-child, parent, parent of spouse/registered domestic partner, grandparent, brother or sister).

B. Bereavement Leave is provided as follows:

1. 48 hours for shift employees.
2. 30 hours for employees working the 4/10 schedule.

C. Under special circumstances, the Fire Chief may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member.

#### **VII. PERSONAL LEAVE**

An employee may request an unpaid leave of absence for personal reasons. Such leaves of absence must be approved by the Fire Chief and the City Manager.

## **VIII. JURY DUTY LEAVE**

- A. If a unit member is required to be absent from work to report for jury duty, the employee will notify their 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.
  
- B. In the event an employee is called to jury duty, the City shall grant paid leave up to a maximum of ten (10) court days. The City reserves the right to convert an employee to a day shift schedule during the employee's jury duty.

**SECTION D**

**BENEFITS**

**I. INSURANCE**

A. Life Insurance

The City will provide life insurance coverage in the amount of \$50,000 for each employee.

B. Dental Care Program

The City will contribute 100% of the employee-only premiums for a PPO dental care program as provided by the City. For employees who cover one dependent, the City shall contribute up to an additional \$71.67 per month. For employees who cover two or more dependents, the City shall contribute up to an additional \$85.40 per month.

C. Health Insurance/Employee Option Benefit Fund

1. The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code Section 22892) toward the medical premium which is part of the EOBF allowance.
2. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
3. The EOBF monthly allowance (including the PEMHCA minimum) for employees enrolled in a medical plan offered through the City is:

Employee Only	\$1,343.57
Employee +1	\$1,343.57
Employee +2	\$1,343.57

4. Increases to each tier (employee only, EE+1, EE+2) will only occur when the lower of the premium for the CalPERS LA Region for Blue Shield Access+ or Kaiser exceeds 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 as described above. The allowance includes the PEMHCA minimum.
5. New employees hired by the City on or after July 1, 2014, will receive an EOBF allowance (including the statutory minimum) that equals the lower

of the premium of Blue Shield Access+ or Kaiser (LA Region) for the tier in which they enroll (employee only, employee+1 employee+2).

6. 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 EOBF opt out allowance of \$1,228.57 per month which will be designated to the employee's deferred compensation account.
7. Effective, July 1, 2014, new employees hired by the City electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBF opt out allowance of \$400 per month which will be designated to the employee's deferred compensation account.

## **II. UNIFORMS**

- A. Considering the requirements of Cal OSHA and the desire of the Fire Department to meet those requirements, the following uniform standards have been implemented: New employees will purchase the initial uniforms as prescribed in the Manual, consisting of three pairs of pants, three shirts, and safety shoes. Thereafter, the City will replace said uniforms and safety shoes as a result of normal wear and tear.
- B. The Union agrees that the City will not provide a uniform allowance and the Union members will be responsible for proper maintenance and care of said uniforms.
- C. In accordance with PERS regulations, the City will report a uniform value of \$250.00 per year to PERS for compensation purposes for each employee who is provided a City uniform. The parties agree that to the extent permitted by law, this remuneration is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) Statutory Items – Uniforms. “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.

## **III. TUITION REIMBURSEMENT**

- A. Employees in this bargaining unit who have completed job related courses from an accredited college or university shall be eligible to receive tuition reimbursement not to exceed \$750 per calendar year. Upon presentation of receipts and grade cards/verification of completion, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable under this provision.

- B. The aforementioned tuition reimbursement amount will not be decreased by the amount the City spends for employees to participate in Department and/or City ordered training.

#### **IV. RETIREMENT**

- A. Retirement benefits shall be provided pursuant to the City of Pasadena's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with the Public Employees' Retirement Law and CalPERS regulations.
- B. Unit members employed by the City of Pasadena on or before December 31, 2012 and unit members hired on or after January 1, 2013 who are not "new members" as defined in California Government Code Section 7522.04(f) are provided the following retirement benefits:
  - 1. Safety 3% @ 55 retirement formula (Section 21363.1)
  - 2. Final Compensation Period – One Year (Section 20042)
  - 3. Employer Paid Member Contributions of 9% of pensionable income (Section 20692)
  - 4. Reporting the Value of Employer Paid Member Contributions (per Resolution) per Government Code Section 20636(c)(4).
  - 5. Effective the pay period that includes July 1, 2014, employees will pay a portion of the required member contribution equal to six percent (6%) of pensionable income on a pre-tax basis. The City will continue to pay a portion of the required member contribution equal to three percent (3%) of pensionable income and will report the value of that Employer Paid Member Contribution (per resolution) as compensation earnable in accordance with California Government Code Section 20636(c)(4).
  - 6. Effective the pay period that includes July 1, 2015, employees will pay an additional three percent (3%) of pensionable income (for a total of nine percent of pensionable income) a pre-tax basis. The City will no longer pay and report the value of any portion of the required member contribution.
  - 7. Effective the pay period that includes July 1, 2016, employees will pay an additional three percent (3%) of pensionable income of the employer rate as cost sharing (per Government Code Section 20516(f)). The twelve percent (12%) employee contribution is 9% member and 3% cost sharing.

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. Safety 2.7% @ 57 retirement formula
2. Final Compensation Period – Final compensation based upon the highest annual average compensation earnable during the 36 consecutive months of employment immediately preceding the effective date of his or her retirement or any other period designated by the retiring employee.
3. Unit members contribute one-half of the total normal cost toward retirement. Effective January 1, 2013 that amount is 12% of pensionable income.

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. Post-Retirement Survivor Allowance (Section 21624/26/28)
5. Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635)
6. \$500 Retired Death Benefit (Section 21620)
7. 2% Annual Cost of Living Allowance Increase (Section 21329)
8. Unused Sick Leave Credit (Section 20965)
9. Military Buy Back Option (Section 21024)

**V. POST-RETIREMENT MEDICAL TRUST FUND**

1. An amount equal to three percent (3%) of base pay shall be provided to all bargaining unit members. PFFA shall have the option of designating these funds to the POST retirement medical trust fund.
2. PFFA shall be solely responsible for maintaining and allocating funds from the POST retirement medical trust fund. PFFA shall indemnify and

hold harmless the City from any of its actions or lack of actions in administering this trust fund.

**VI. MILEAGE REIMBURSEMENT**

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 IRS for unreimbursed employee business expenses for the applicable calendar year.

**VII. MATERNITY LEAVE/REDUCED WORK WEEK SCHEDULE WITH BENEFITS**

- A. The City will provide an unpaid 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 (28 hours for shift employees). The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.
- B. In addition, while the employee under this policy is on an 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.
- C. The leave provided for in this section will run concurrently with California Pregnancy Disability Leave, California Family Rights Act leave, and/or Federal Family and Medical Care Leave to the extent such leave is covered by one or more of these laws.



## SECTION E

### POLICIES AND PROCEDURES

#### I. PAYROLL

##### A. Step Raises

1. The salary compensation plan for Fire Fighter I and Fire II shall consist of a seven-step plan. Steps 1 through 3 designate the salary steps for Fire Fighter I, and steps 4 through 7 designate the salary steps for Fire Fighter II.
2. Employees hired or promoted to the Fire Fighter I shall be considered for salary step advancement based on satisfactory job performance at the following time intervals:
  - Step 1 - Upon successful completion of basic training
  - Step 2 - Six months after the Step 1 increase
  - Step 3 - Six months after the Step 2 increase
  - Step 4 - Six months after the Step 3 increase and successful completion of probation
  - Step 5 - Six months after the Step 4 increase
  - Step 6 - One year after the Step 5 increase
  - Step 7 - One year after the Step 6 increase
3. A Fire Fighter I will be eligible for the Fire Fighter II classification upon successful completion of a one year training period, or demonstration of the knowledge skills and abilities necessary to perform the full scope of responsibilities at the Fire Fighter II level.
4. Employees hired or promoted to Step 1 of the classification Fire Engineer or Fire Captain shall receive the step 2 salary at the successful completion of six months. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:
  - Step 3 - 6 months after the Step 2 increase
  - Step 4 - 1 year after the Step 3 increase
  - Step 5 - 1 year after the Step 4 increase
5. When an employee is promoted to a higher level classification they shall be placed on the step of the salary range of the higher level classification which provides a salary increase that is higher than the salary of the highest paid subordinate.

6. Notwithstanding anything in this section, the City Manager may approve appointment at a higher step within the compensation schedules.

**B. Temporary Assignment**

1. Employees may be temporarily assigned to perform the duties of a higher classification without additional compensation for up to eight (8) hours.
2. When an employee is assigned for more than eight (8) hours on a temporary basis to the duties of a higher classification, and such employee assumes the full duties and responsibilities of the higher classification, he/she shall receive additional compensation as follows, not to exceed the existing top step:

Temporary Assignment to:

Fire Captain - .80 cents per hour

Fire Engineer - .70 cents per hour

3. When there is a current eligibility list, an employee will be selected from that list whenever possible.
4. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(3) Premium Pay – Temporary Upgrade Pay.
5. No more than one (1) employee on any one shift shall be assigned to work as acting Captain; no more than one (1) employee on any one shift shall be assigned to work as an acting Engineer. Acting Captains and acting Engineers shall not work together.

**C. Payroll Deductions And Dues**

The City will deduct the regular dues of employee member of the Union. Dues shall be made only on the written authorization of the employee, and shall continue in effect unless canceled by the employee upon voluntary written notice to the Human Resources Department.

**II. DISCIPLINE**

- A. The City shall have the right to discipline and discharge employees for cause. Disciplinary actions will be consistently applied, taking into consideration the nature of the cause, the work history of the employee, and past disciplinary actions taken for similar cause. Work assignment will not be used as a disciplinary action.

- B. Disciplinary procedures will be in accordance with State law and the employee and the Union will be notified of the proposed action in writing and informed of his/her rights to representation and grievance. The employee may request that the Union not be so notified.

### **III. PROBATION**

- A. The entry level probationary period is part of the employment examination process which includes meeting the basic job qualification and performance standards. It is the basis for determining the eligibility of an employee for regular status in a classification. A probationary employee is subject to the evaluation of the appointing authority as to competence and fitness and may be released from probation without right of appeal for failure to successfully complete the work test period.
- B. The City shall have the right to discipline probationary employees for reasonable cause. Probationary employees shall not be disciplined up to and including termination for reasons which are arbitrary, capricious or discriminatory. The probationary employee shall receive a notice of the action or proposed action, the reasons for such action, and an opportunity to respond within five calendar days in writing and/or in person to the Fire Chief.
- C. Unit members shall serve an initial probation period of 18 months. Lateral members shall serve a probationary period of twelve months.
- D. An employee who is promoted from a classification to another classification with a higher salary schedule shall serve a promotional probation period of twelve months. Employees who are unable to satisfactorily perform the duties of a promotional position during the probationary period shall be returned to the classification from which promoted.
- E. With proper documentation, the Director of Human Resources may approve the extension of the training period for a maximum of six months if a Fire Fighter I is unable to fully assume the responsibilities at the Fire Fighter II level within one year.

### **IV. RULES**

The City (and the Fire Department) will have the right to issue reasonable rules and/or regulations which do not conflict with the express terms of this MOU. Such rules will be discussed with and submitted to the Union prior to adoption. Such rules will be posted in conspicuous places and made accessible to employees prior to implementation.

## V. STATION EXPENSES

- A. The City will assume the expense of the basic monthly telephone charge for a telephone for each fire station. An amount equal to the total of such basic charge shall be forwarded quarterly by the City to the Secretary-Treasurer of the Fire Fighters Association.
- B. The City will provide six (6) sheets and three (3) pillow cases to current employees in the classifications listed in Exhibit I. Employees will be responsible for the maintenance and care of their own linen. The City will replace said linens as a result of normal wear and tear.
- C. The City will provide an appropriate supply of dish towels to employees, and install and maintain one each, washer and dryer at one fire station for the purposes of laundering the supply of dish towels for each fire station.

## VI. JOB CLASSIFICATIONS

If the City is considering a change in the content of existing job classifications, or in establishing new job classifications, the City will discuss such changes with the Union prior to implementation of such change and will meet and confer on the impact that the change will have on wages, hours or conditions of employment.

## VII. GRIEVANCE

### A. Definition

- 1. 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 rules and conditions of employment.
- 2. Employee - A bargaining unit member who has initiated a grievance.

### 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. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:

- a. Be self-represented
  - b. Be represented by another person
3. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that the 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.
4. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
5. A general grievance regarding interpretation and implementation of the MOU may be filed by the Union on behalf of employees represented by that Union. A general grievance shall be filed in writing with the Director of Human Resources within fourteen (14) calendar days of the action in question.
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 the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
7. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

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

“Guidelines, Paragraph 2”) upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

- b) The immediate supervisor shall make whatever investigation he/she deems 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 (12) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor’s decision on the grievance.
- c) If the employee is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

2. Step 2

- a) If the employee desires to appeal his/her grievance to Step 2, there shall be submitted in writing the specific grievance and areas of disagreement, on forms provided, to the Fire Chief, within eight (8) calendar days following receipt of the immediate supervisor’s decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.
- b) The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee’s reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee.
- c) The Fire Chief and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d) If the employee is not satisfied with the Step 2 decision, upon indicating areas of specific disagreement, appeal of the grievance may be made. Except, oral warnings are not subject to appeal beyond the Step 2 level.

3. Step 3 (Advisory Arbitration)

- a) If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the employee may appeal the grievance to Step 3. The appeal shall be in writing; shall be signed by the employee, and shall be submitted to the City within fourteen (14) calendar days of the written decision at Step 2
- b) If the employee is being represented, the employee may be assisted by a representative in the appeal.
- c) Within ten (10) calendar days after receiving the notice of appeal a grievance to Step 3 each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbiter. The arbiter shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.
- d) Within five (5) calendar days following the preparation of the issue(s) statement, the parties shall request the American Arbitration Association to submit to a list of seven (7) persons qualified to act as arbiters. Attached to such request shall be the statement(s) of the issue.
- e) Within five (5) calendar days following receipt of the list of arbiters, the parties shall meet to select the arbiter.
- f) The arbiter shall hold a hearing on the issue, or issues submitted. The arbiter shall not hear witnesses without the presence of both parties. He shall render a written opinion within 30 days following the close of the hearing unless the period has been mutually extended in writing. The opinion, which shall be bound by the present MOU shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues, presented to the arbiter. The opinion shall be sent to the Municipal Employee Relations Officer (City Manager), with a copy to the employee.
- g) 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 intends to take any further action regarding the issue, or issues, referred to in the arbiter's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.
- h) Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbiter, including transcripts

required which shall be determined in advance of the hearing. Each party shall bear its own witness and attorney fees.

- i) There shall be no arbitration of oral reprimands. The decision at Step II shall be the final administrative step.

## VIII. LAYOFF

### A. Definition

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

### B. Procedure

1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition.
2. Within the bargaining unit, individuals will be laid off based upon seniority.
  - a) Seniority is defined, for purposes of layoff, by the employee's continuous service employment date.
3. The layoff priority of employment categories shall be as follows:
  - a) Temporary or provisional employees
  - b) Probationary, regular full-time employees
  - c) Permanent, regular, full-time employees (for purposes of this policy, employees who work 30 hours per week or more based on a 40-hour work schedule are defined as "full-time")
4. When a reduction in staff is anticipated, the City shall notify the affected employee and the Union as soon as possible in order that appropriate procedures may be initiated.
5. Employees who are laid off shall be placed upon a Fire Department recall list. All vacancies within a job classification on for which the employee is qualified shall be filled from the recall list prior to using the regular eligible or rehire lists.
6. Employees, to avoid layoff, may accept a transfer to another City position if qualified.



7. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human Resources Department.
8. Employees who, 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 a seniority basis when opening occur in the Fire Department, 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 cannot be placed, and must be laid off, shall have their names placed on a recall list and shall be eligible as follows:
  - a) To compete in promotional examinations for which they are qualified for a period of 24 months.
  - b) To hold recall rights for a period of 24 months and be eligible for any vacancies which may occur during this period in the Fire Department, provided that the employee is able to perform the duties of the job.
11. Those employees holding a classification in this unit as of January 23, 1984 who must be laid off shall receive a severance pay benefit based on the considerations:
  - a) Severance pay shall be at the rate of 70 percent of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments. Severance pay will be reduced by the amount of unemployment compensation, if any, received by the employee so that the total payment does not exceed 70 percent of monthly salary.
  - 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 severance pay.
- 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) Health insurance contributions shall be continued for those laid off employees for the time they are eligible for severance pay pursuant to this section.
- f) Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
  - 1) Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
  - 2) The employee may remain in a layoff state for a maximum of 24 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
  - 3) The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
  - 4) Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
  - 5) Laid-off employees who are not recalled within the 24-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.

- g) In the event of death of an employee while receiving severance pay, such payment shall cease.
  - h) Employees laid-off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will lose any remaining severance pay entitlement and will be removed from the reemployment list.
  - i) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
  - j) Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to secure continued financing of projects supported by other agencies such as federal funded programs.
12. 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.
  13. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
  14. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.
  15. 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.
  16. Recall List: The Human Resource Department will automatically establish a recall list for a period 24 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.

**IX. TEMPORARY FIRE FIGHTER**

- A. At the discretion of the Fire Chief, a Fire Fighter I may be hired on a temporary basis to supplement the work force. A temporary Fire Fighter I shall not replace the position of a full-time regular employee (Fire Fighter I or II). A temporary Fire Fighter I shall be utilized within the terms of the following mandatory guidelines:
1. Shall supplement the work force in response to absence caused by vacation, or a long term injury on duty, or sick leave.
  2. Shall only be utilized as a fourth or fifth person on a company, and shall be under direct supervision.
  3. Shall be limited to a maximum of two temporary Fire Fighters per 24-hour duty shift.
  4. The number of shifts that temporary Fire Fighters may be utilized shall not exceed 500 per fiscal year.

**X. PHYSICAL FITNESS**

Employees in this bargaining unit will be required to participate in the physical fitness/wellness program. In accordance with existing Fire Department policies and guidelines on physical fitness and consistent with operational priorities as determined by management, employees will be provided adequate time to participate in its physical fitness program.

**XI. ALCOHOL AND SUBSTANCE ABUSE PREVENTION**

- A. It is the responsibility of the City, the PFFA, and employees to maintain a safe, healthy and productive work environment. Therefore, employees shall not report for work under the influence of drugs, or alcohol, nor use or possess alcohol or illegal substances while at work, nor have their ability at work impaired as a result of the use of drugs or alcohol, as such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and a danger and liability to employees and the City.
- B. "Under the influence of drugs or alcohol" means the use of alcohol or any illegal substance, or misuse of a prescribed drug, in a manner and to a degree that causes impairment in the employee's work performance or the ability to use City property or City equipment safely.

- C. It is the responsibility of the employee to notify their supervisor before beginning work when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- D. The parties agree to take all necessary steps to fulfill these responsibilities and minimize potential dangers.
- E. The City of Pasadena has established an Employee Assistance Program to assist those employees who voluntarily seek help for alcohol or drug problems. Employees who have job performance problems related to alcohol or drug abuse may also be referred to the Employee Assistance Program by the department administration.
- F. The parties to the MOU hereby adopt and support the Drug and Alcohol Prevention Policy attached to this MOU as Exhibit IV.

## **XII. TRANSPORTATION DEMAND MANAGEMENT PROGRAM-PRIDESHARE II**

Unit members must participate in the PrideShare program as currently identified in the City's Personnel Manual of Policies and Procedure. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Shift employees will pay one-half of the solo driver fee (8.75 per pay period). Non-solo drivers have benefits provided per the policy.

## **XIII. LIGHT DUTY**

- A. At the direction of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the Division which the employee was injured and may involve a change of work hours and/or days off.
- B. Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment to light duty positions. Requests involving off-duty injury may be approved by the Department, in its discretion. On-duty injuries shall take precedence, however.
- C. Light duty assignments shall be limited to ninety (90) calendar days unless a longer period of time is approved by the Fire Chief. Unless approved by the Fire Chief, no employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off-duty for more than ninety (90) days.

**IX. GAINSHARE**

The City agrees to provide a one-time payment of \$500 per member on the second pay period following City Council approval of the MOU for the elimination of the Gainshare program.