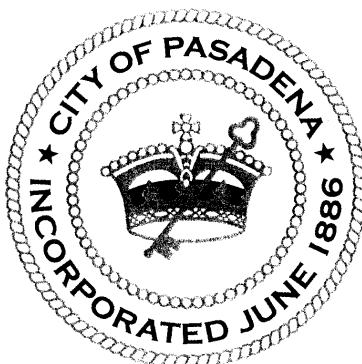


# Attachment #1



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF PASADENA**

**and**

**Local 858**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**JANUARY 1, 2014 – JUNE 30, 2015**

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## SECTION 1 - GENERAL PROVISIONS

### **Preamble**

Local 858, affiliated with Council 36, AFSCME, AFLCIO, hereinafter referred to as the Union, and the City of Pasadena, hereinafter referred to as City, have been meeting and conferring consistent with the Meyers-Milias-Brown Act of the Government Code and have reached an agreement.

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All prior or existing understandings, past practices or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby expressly superseded or terminated in their entirety.

In the event of a conflict between the Manual of Personnel Rules, Practices and Procedures and an approved MOU, the MOU shall take precedence.

### **Recognition**

In accordance with the Pasadena City Charter, Section 3500 of the California Government Code, and provisions of City Resolution No. 555, the City acknowledges the AFSCME Local 858 as the exclusively recognized employee organization for those classifications specified in Exhibit I, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

### **Term of Memorandum**

- A. The term of the MOU is January 1, 2014 – June 30, 2015. This MOU shall continue in effect through negotiation of a successor MOU and including through the impasse procedure when invoked.
- B. This MOU shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and statutory provisions of the Federal Government and the State of California.
- C. All changes reflected in the MOU become effective upon approval of the City Council unless otherwise identified with a specific effective date.

### **Scope**

- A. Management Rights

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any department, commission, board or committee provided by law or executive order, which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties because of lack of work or funds, determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, means, job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations.

The exercise of these rights does not preclude employees or their representatives from consulting about the impacts these decisions have had on wages, hours and other terms and conditions of employment or raising a grievance on those matters pursuant to the grievance procedure.

**B. Employee Rights**

1. The designated union officers and stewards shall be granted necessary time off to engage in contract disputes during the life of the MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:
  - a) Discuss with an employee a grievance or workplace related complaint which may lead to a grievance or contract violation;
  - b) Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on City time, to question visitors or non-employees of the City;
  - c) Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
  - d) Attend meetings with supervisors or other management officials

with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;

- e) Prepare for meetings mutually agreed by the City and the Union to be scheduled for conferral or other purposes.
2. Subject to the initial provisions of this MOU with respect to paid time for such activities, the City agrees that duly designated union officers and other representatives will be allowed to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated union officer or representative is representing an employee, he/she will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the union officer or representative will notify his/her supervisor. Upon arriving at the work place of the employee to be represented, the union officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the union official is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor in charge will advise the union officer or steward the reason why he/she cannot do so and the time when the employee will be available.
3. All union activities shall be conducted in such a manner so as to minimize any disruption to the work activities of the employees involved.

C. Union Representatives

- 1. The City agrees to recognize and deal with an appropriate number of local union officers, including union stewards, so that each employee in the bargaining unit will have reasonable access to a union representative. The Union may appoint 16 stewards. No Union officer other than the president of the local union, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the union activities, until the Director of Human Resources of the City has



been notified in writing by the president of the local union, or by an international union or council officer of his or her selection as an official or steward. Notice of changes in the selection of union officials and stewards, and their alternates, will be given whenever such changes occur.

2. The union endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or union officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the union will promptly notify the department head and the Human Resources Department of the change.
3. The City will provide, with the approval of the Director of Human Resources, reasonable time off to conduct union business.

D. Bulletin Boards

1. Space shall be provided on City bulletin boards at their present locations for union posting of notices and bulletins of the following types:
  - a) Notices of union recreational, social affairs, and related union business news;
  - b) Notices of union elections; provided that this shall not include campaign material;
  - c) Notices of union appointments and results of union elections;
  - d) Notices of union meetings;
  - e) Union constitution, by-laws, and proposed amendments thereto;
  - f) Such other notices as may be mutually agreed upon by the union and the Director of Human Resources.
2. All materials posted on bulletin boards shall indicate the name of the organization responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything

that would identify it as such.

3. In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Director at the time of their posting. In the event objectionable material is posted, the City Human Resources Director will so inform the union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
4. The Union shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the union whenever the City removes such bulletin boards.
5. Excluding lunch and rest periods, in no case will the distribution of literature at the work place of employees be allowed during regular working hours.

#### **Non-Discrimination**

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

#### **No Strike**

- A. The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this MOU and after expiration of this MOU, as long as the parties are attempting to reach an agreement on a successor MOU, the parties agree not to conduct strike, sympathy strike, or lockout activities.
- B. Any employee who participates in any conduct prohibited in Section A shall be subject to discipline.
- C. If the Union sanctions any conduct prohibited in Section A during the term of this MOU or while the parties are attempting to reach a successor agreement, the City may suspend any and all of the rights and privileges accorded the Union.

#### **Modification Clause**

It is understood by the parties that changes can be made to this MOU upon mutual agreement of the parties. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, approved and implemented by the City Council, and ratification by AFSCME Local 858.

### **Savings Clause**

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental agency, such invalidation shall not affect the remaining portions of this MOU. The parties agree to immediately meet and confer to provide adequate and relevant substitute language if possible.

### **Impasse**

Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, the parties will follow the process identified in City Council Resolution 555. Additionally, the Union may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

## **SECTION 2 - COMPENSATION**

### **Payroll Administration**

#### **A. Step Raises**

Employees hired or promoted to Step 1 of a pay range shall receive the Step 2 salary at the successful completion of their probationary period. 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

#### **B. Salary on Promotion**

1. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary range, they 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.

2. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

C. Acting Pay

1. When an employee is assigned on a temporary basis to the duties of a higher compensated position, and such employee assumes the full duties and responsibilities of that position, such employee shall be compensated from the first full day of the appointment at a rate of pay which is no less than an amount equal to a one step increase in compensation based upon the step schedule of compensation rates for the employee's current classification, not to exceed the existing top step of the classification to which assigned.
2. When there is a current eligibility list, an employee will be selected from that list whenever possible.
3. 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) Temporary Upgrade Pay as special compensation.

D. H-Rating

1. 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.
2. 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.

E. Payroll Deductions and Dues

1. The City may deduct the regular dues of employee members of the recognized employee organization. Dues deduction shall be made only on the written authorization of the employee.
2. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.

F. Additional Voluntary Deductions

Members may request through a payroll deduction card signed by the member that such additional amounts as may be requested will be deducted from the member's pay and be paid to the political action committee of the American Federation of State, County and Municipal Employees, otherwise known as "Public Employees Organized to Promote Legislative Equality," or P.E.O.P.L.E., provided that deductions shall stop upon the next pay period following written request of the employee.

**Agency Shop**

- A. Pursuant to the July 18, 2002, certified results of the Agency Shop election, conducted under the provisions of Section 3502.2 of the California Government Code, it is mutually agreed by the Parties that this AFSCME Bargaining Unit is an Agency Shop Bargaining Unit, which is defined as follows:
- B. Every employee represented by this Unit shall, as a condition of continued employment, either 1) join and pay dues to the Union, or 2) pay to the Union an Agency Fee (also known as "Fair Share Fee"); or 3) for eligible religious conscientious objectors (see below), pay sums equal to the Fair Share Fee to a non-religious and non-labor charitable fund.
- C. An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Upon request, such employee may be required to provide verification of such affiliation. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to the Fair Share Fee to a non-religious and non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- D. Any employee hired by the City subject to this MOU of Understanding shall be provided by the City with a notice that all such employees must either join the Union or pay a Fair Share Fee to the Union (which is the same amount of money as Union Dues), or sign a written declaration claiming a religious exemption from this requirement. Such notice shall include a form, provided by the Union to the

City, containing the employee's signature authorizing payroll deduction of Union dues.

- E. Said employee shall have fourteen (14) calendar days following date of hire to fully execute the Union dues payroll deduction authorization form and return it to the City's Payroll department, which shall immediately send a copy of it to the Union.
- F. If the City has not received a Union dues authorization form, nor a written declaration claiming a religious exemption within the fourteen (14) days specified above, then the City shall immediately commence deducting Fair Share Fee (Agency Shop Fee) from said employee, and such amount shall be the same amount as Union dues.
- G. The amount of Union dues or Fair Share Fee deducted from paychecks shall be the amount certified by the Union, and shall be identified in each employee's paycheck as either Union Dues or Fair Share Fee, and shall, to the greatest extent possible, be in equal amounts from each paycheck.
- H. The aggregate amount of all such Union Dues and Fair Share Fee payroll deductions shall be payable to the Treasurer of District Council 36, AFSCME, AFL-CIO and sent to the address directed by Council 36, on a monthly basis, no later than the 15<sup>th</sup> of the month following the month for which the deductions were made.
- I. The Union agrees to indemnify and hold the City of Pasadena harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.
- J. Consistent with Section 3502 of the California Government Code, the Parties agree to adhere to the State Law which provides, in relevant part, that: "Except as otherwise provided by the Legislature, public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the Public Agency." The City and the Union agree not to interfere with this aforestated right.
- K. All employees hired after the execution of this Agreement are free to join or not join the Union. However, all employees who on the execution date of this Agreement are members of the Union and all employees who become members

after that date, shall, as a condition of continued employment, maintain their membership in the Union through payroll deduction until seven days prior to the termination of this Agreement.

- L. It is mutually agreed by the parties that Agency Shop provisions in this agreement may only be rescinded by a majority vote of all the employees represented by this Unit. There shall be only one election during the term of this agreement.
- M. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.
- N. The Union certifies to the City that it has implemented and maintains constitutionally acceptable procedures to enable non-member Agency Shop Fees payers to meaningfully challenge the propriety of the uses to which Agency Shop Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1 AFT, AFL-CIO, et al. v. Hudson* 106 S. Ct. 1066 (1986), or any relevant progeny there from.

#### **Probation**

- A. Initial Appointment - Except as provided by administrative regulation, and except as otherwise provided in this paragraph, all employees employed by the City hereunder, as part of the examination process, shall serve an initial probation period of continuous service as specified on the job bulletin at the time of hire. Any employee serving an initial probation period may be terminated with or without cause at the discretion of the appointing authority. Probation periods shall be deemed to be part of the examining process. Such initial probation period shall not be extended.
- B. Promotional Appointment - Employees who are promoted shall serve a six months' probation period of continuous service in the higher classification. The promotional probation period shall be one year for Public Works Maintenance Worker III. Any employee serving a promotional probation period may be returned to his former classification during such probation period if a vacancy exists, but such probation period shall not be extended. Any employee serving a promotional probationary period may request to be returned to his/her former classification by the employer. Further, if the employee so requests, said

employee shall be returned to his/her last regular classification during the probationary period or as soon as possible, provided that a vacancy exists and there are no other actions pending against the employee.

### **Salaries**

- A. The step plan of compensation rates for AFSCME classifications are identified in Exhibit I.
- B. Effective the beginning of the pay period following City Council approval of the MOU, unit members will receive a base pay increase of one percent (1%).
- C. Effective the pay period following City Council approval of the MOU, unit members employed on the date the City Council approves the MOU, will receive a one-time lump sum payment equal to a flat dollar amount calculated by taking 1.5% of the base salary of all active AFSCME employees employed on September 1, 2014. The parties agree that this payment is a flat dollar amount paid equally to each AFSCME employee, not a percentage of each employee's salary.

### **Work Schedules/Hours of Work**

- A. Unit members work a seven day FLSA work week (168 recurring hours).
- B. Work schedule is defined as an employee's regularly assigned hours of the day and days per week and may include:
  - 1. The 9/80 schedule (four nine hour days per work week and one alternating eight hour day/regular day off). Employees working the 9/80 have a FLSA work week designated as beginning four hours into their alternating regular day off (eight hour day).
  - 2. The 5/40 schedule (five eight hour days per work week). Employees working the 5/40 have a FLSA work week designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday.
  - 3. The 4/10 schedule (four ten hour days per work week). Employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday.
  - 4. The 3/12 schedule (three twelve hour days per work week and one alternating eight hour day every other week). Employees



working the 3/12 schedule have a FLSA work week designated as beginning four hours into their alternating eight hour work day.

- C. Work schedules are considered reasonably permanent and shall not be changed to avoid the payment of overtime. The City may change an employee's designated work schedule (*i.e.* 9/80, 5/8, 4/10, 3/12) with seven calendar days' notice.
- D. Hours of work are assigned by the department.
  - 1. Hours of work for a 9/80 employee will be assigned by the department. The alternating eight hour day/regular day off must begin and end at the same time each work week.
  - 2. Hours of work for a 3/12 employee will be assigned by the department. The alternating eight hour day/regular day off must begin and end at the same time each work week.
  - 3. Hours of work are considered reasonably permanent but may be changed by the department to accommodate providing service to the community. A change in regular work hours that will impact an employee for more than one work week requires a minimum of ten days' notice. The impacts of the change to regular hours of work are subject to the meet and confer process and upon request, the City will meet with AFSCME during the ten day period. The City may implement the schedule change, should the impacts negotiations continue past the ten day notice timeframe.
- E. Employees reporting for work on a normally scheduled work day shall not suffer any loss of regular pay or benefits, when Management directs that no field work be undertaken, due to adverse weather or other unforeseen conditions. Provided, however, that if an employee is allowed to leave work early under such conditions at his/her own request, the City shall not be required to pay the employee for hours not spent at work.
- F. Whenever possible, there shall be a minimum of an eight (8) hour break between the regular shifts worked by any employee.

### **Rest/Meal Periods**

- A. Rest Periods

Every employee shall be provided two 15-minute rest periods per day for each

period of not less than three or more than four hours. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes.

1. The time at which such rest periods are taken shall be determined by the department head or his/her designee who will schedule absence from duty so that service to the public is not impaired.
2. Rest periods or coffee breaks may not be combined or added to a meal period, vacation or to other forms of leave.

**B. Meal Periods**

Employees covered by this Agreement shall be entitled to a meal period of up to 1 hour.

1. Meal periods are unpaid unless an employee is required to work through his/her meal period.
2. The amount of time for a meal period and the procedure for taking a meal period shall be determined by the department head or his/her designee.

**Clean-Up Time**

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

**Shift Trading**

Employees who work in the Police Department in a 24/7 operation may trade shifts with their colleagues within the same classification subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. Shift trades are limited to twice per month per employee.
4. The employee whose shift is worked gets credit for the shift. Thus, the

employee whose shift was worked will have the time recorded on his/her timesheet by the individual completing the timesheet as time worked on his or her time sheet.

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

**Shift Differential**

- A. Shift differential shall be paid as follows:

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

- B. Shift differential shall be paid for all hours worked on the regularly assigned swing or graveyard shift. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment Pay – Shift Differential as special compensation.
- C. For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 3:00 p.m. (2:00 p.m. for 9/80 schedules) and 10:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 11:00 p.m. and 4:59 a.m.

**Overtime**

- A. Overtime paid at time and one-half base pay shall apply in the following situations:
  1. All authorized hours over 40 regular hours a week. (For overtime purposes, all authorized hours on a paid status - vacation, holiday, sick leave, bereavement, etc. - shall count toward the regular 40-hour week.)

2. All authorized hours worked on holidays.
  3. Overtime paid at double time base pay shall apply in the following situations:
    - a) Employees who work overtime between midnight and the start of their regular day shift shall be compensated at double time for such hours worked. Provided, however, employees who work two hours or less prior to the start of their regular shift shall not receive double time.
    - b) An employee who works eight hours or more immediately prior to his/her regular work shift will be paid at the double time rate for those hours worked on the regular shift immediately following the shift worked.
    - c) Once an employee works any part of his/her regular shift at the double time rate, such employee shall continue to be compensated at the double time rate for all hours worked until receiving a six hour break.
    - d) If a six hour break occurs during the employee's regular shift, such employee will be compensated at the straight time rate for such hours falling on their regular shift. An employee will not be compensated for breaks occurring outside of his or her regular shift.
  4. Employees who work a regularly assigned graveyard shift are not entitled to receive overtime pay for those hours worked on the graveyard shift.
  5. Overtime shall be divided equally among those persons available for work in the same position at the same location or reporting to the same immediate supervisor. In those instances where there is a demonstrated need for specialized skills and abilities, or in emergency situations, exceptions may be made to this provision.
- B. Overtime shall not be paid in addition to regular time or leave time for the same hours of work (e.g., for work performed on a holiday).

### **Overtime Meals**

- A. Call Back - When employees are called from off-duty to return to work the employee shall, if possible to do so, be given meals at intervals of approximately

four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such meals, and the time necessary therefore, shall be at City expense.

If a regular shift employee is called out for emergency work before 7:00 a.m. on a scheduled work day and continues to work into his/her regular scheduled work hours and does not have an opportunity to eat breakfast or prepare a lunch before reporting for work, the City shall furnish him/her with such meals if they can be provided. The necessary time taken to eat breakfast shall be provided by the City, the usual practice relating to meal period on work days shall prevail. The City shall reimburse the employee for the cost of such meals only if the actual expense has been incurred.

- B. Scheduled Overtime - When employees are required to perform prearranged work on non-work days during regular work hours, they shall observe the meal period which prevails on their regular work days. When employees are required to perform prearranged work (not as a continuation of the regular work day) on either work or non-work days outside of regular work hours, they shall provide the first meal on the job at their own expense (and the time necessary therefore but not to exceed one-half (1/2) hour shall be taken at City's expense). Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal. Such subsequent meals and the time necessary therefore shall be at City expense.

When employees are required to perform prearranged work two (2) hours or more before regular work hours on a regular work day or a non-work day and continue to work into their regular scheduled work hours, they shall be provided with a meal at City expense and the necessary time to eat it. The City shall reimburse the employees for the cost of such meals only when the actual expense has been incurred.

- C. Shift Extensions - When an employee is required to work two (2) hours or more beyond regular work hours, he/she shall be given the opportunity to secure a meal and the time taken thereof shall be paid by the City. The City shall reimburse employees for the cost of such meals only when actual expense thereof has been incurred. If an employee does not accept a meal at City expense, as provided herein, he/she shall nevertheless be allowed overtime for the time usually taken to eat a meal, not to exceed one-half (1/2) hour.

- D. Meal Reimbursement - Notwithstanding any provision of this subsection, the City's total reimbursement shall be limited to a reasonable cost per meal per employee as determined by the head of the department or his/her designee.

### **Call Back Pay**

- A. Unit members are subject to call back to respond to emergencies or operational issues identified by the department head or his/her designee.
- B. Call back is the unscheduled call to an off-duty employee requiring that he/she report to work.
- C. Unit members are compensated with overtime for hours worked beginning when he/she receives the phone call to report for duty until he/she returns to his/her point of origin.
- D. Call back pay will be paid with a minimum of two hours of overtime unless the call back is within two hours of his/her regular shift. In those cases, employees are compensated with overtime until his/her regular shift starts. When the regular shift starts, the employee will receive regular base pay.

### **Standby Pay/On-Call Pay**

- A. Standby/On-Call is assigned and scheduled in advance by management.
- B. Standby/On-Call will be assigned as equally as possible among those employees available to report to a call to return to work.
- C. An employee who would be unable to respond within forty-five (45) minutes of a call requiring them to return to work, may not be scheduled on the standby/on-call list unless approved by management.
- D. Standby/on-call pay is \$1.00 per hour for each hour of standby/on-call.
- E. Employees assigned to standby/on-call are subject to the following requirements:
  - 1. Be ready to respond immediately to calls for service.
  - 2. Be reachable by phone (including a department issued communication device such as a pager, cell phone, or radio).
  - 3. Respond to a call by returning to work as quickly as possible but in no case more than forty-five (45) minutes from the time called unless otherwise authorized by the department.
  - 4. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties.

- F. Employees, who are on standby/call-back and are called to report to work, will be compensated for the time worked in accordance with the call back pay provisions of this MOU.

### **Bilingual Pay**

Employees may be eligible for bilingual pay of \$75 per month (paid \$34.62 bi-weekly) under guidelines established under the bilingual pay policy of the City. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay – Bilingual premium as special compensation.

### **Court Appearance Pay**

- A. Employees working in the Police Department who, on a scheduled time off, are required to be present in court in connection with the performance of their duties, shall receive two (2) hours minimum compensation at time and one-half. In the event such person is required to be present during both the morning and afternoon sessions of the court on the same day, such person shall receive, in addition to the above two-hour minimum, three (3) hours minimum compensation at time and one-half.
- B. Employees classified as above whose shifts are extended to include a court appearance pay shall be paid for those hours in court at time and one-half.

### **Sewer Maintenance Pay**

Regular full-time employees in the Public Works Maintenance Worker classifications, whose regular assignment is to work in sewer maintenance to perform sewer maintenance duties shall receive sewer crew pay of \$100.00 per month (paid \$46.15 bi-weekly). 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 – Sewer Crew Premium as special compensation.

## **SECTION 3 - LEAVES OF ABSENCE**

### **Vacation**

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

B. Vacation Accrual and Maximum

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

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

**Holidays**

- A. The following eleven days shall be observed as holidays:
- January 1;
  - the third Monday in January;
  - February 12;
  - the third Monday in February;
  - the last Monday in May;
  - July 4;
  - the first Monday in September;
  - the Monday or Friday closest to November 11;
  - the fourth Thursday in November;
  - the day following the fourth Thursday in November;
  - December 25;
  - and every day appointed by the City Council for a public feast,



thanksgiving or holiday.

- B. For non-continuous shift employees, in lieu of Admission Day, September 9th, one 8-hour floating holiday shall be provided to each employee to be taken at his/her option subject to operational considerations. Floating holiday hours are added to each employee's leave bank with the first paycheck in January.
- C. Employees receive holiday pay on the designated holiday for the number of hours he/she is regularly scheduled to work. For example, nine hours on a nine hour work day, eight hours on an eight hour work day, ten hours on a ten hour work day, twelve hours on a twelve hour work day, etc.
- D. Employees who are required to work on a designated holiday receive holiday pay in addition to the pay he/she receives for working the holiday. The holiday pay equals the number of hours he/she was regularly scheduled to work on the holiday. For example, nine hours on a nine hour work day, eight hours on an eight hour work day, ten hours on a ten hour work day, twelve hours on a twelve hour work day, etc.
- E. For holidays that fall on an employee's regular day off (for example, the eight hour alternating day off for 9/80 or 3/12 employees or a day not normally scheduled for a 4/10 employee), the holiday hours will be added to the employee's holiday bank. Banked holiday hours are capped at fifty-four (54) hours.
- F. Employees who separate from the City will have banked floating hours and banked holiday hours paid for at the base rate of pay with the final pay check.
- G. Continuous Shift Employees of the Police Department.

In addition to the above holiday pay provisions, the following shall only apply to continuous shift employees of the Police Department whose work schedules overlap midnight between a holiday day and a non-holiday day:

1. Continuous shift employees of the Police Department whose schedules cause them to work past midnight shall be paid time and one half for the full shift of any shift which begins on a holiday regardless of when the shift ends;
2. Continuous shift employees of the Police Department whose shift does not begin on a holiday shall not receive time and one half for any hours worked on the actual holiday when their shift extends past midnight into the holiday;

3. "Holiday" for the purposes set forth herein for continuous shift employees of the Police Department shall be defined as the actual holiday as defined in this MOU irrespective of when non-continuous shift employees in the Police Department or other departments of the City working other schedules celebrate said holiday.
4. Continuous shift employees receive holiday pay equivalent to his/her regularly scheduled hours if the holiday falls on a regular workday. Holidays that fall on a day that is not a regularly scheduled work day shall be paid with eight (8) hours of holiday pay. In the event any person's work schedule, in the opinion of the head of the department, will not permit such leave of absence the person shall receive time and one half for hours worked on such holiday, in addition to the holiday pay.

#### **Sick Leave**

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

F. Sick Leave Accrual

1. Effective January 1, 2015, unit members accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 1200 hours. The City will discontinue tracking the allotment method.
2. Effective January 1, 2015, existing sick leave and extended sick leave (if applicable) banks will be transferred into the new sick leave accrual bank.
3. Effective January 1, 2015, each unit member will receive a lump sum of eighty (80) hours of sick leave added to his/her accrual bank.
4. Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit pursuant to Government Code Section 20965.
5. Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes. For purposes of family sick leave, family members include child/step-child, parent (including in-laws and step-parents), spouse, or registered domestic partner, sister, brother, grandparents or grandchildren.

**Bereavement Leave**

- A. Employees absent for leave due to bereavement of an immediate family member may receive regular compensation for up to a maximum of:
  1. 24 hours for 5/8 employees;
  2. 27 hours for 9/80 employees;
  3. 30 hours for 4/10 employees;
  4. 36 hours for 3/12 employees.
- B. Immediate family is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, step-children, grandparents, or grandchildren.
- C. The department head (within his/her discretion) may authorize bereavement time for the death of an individual not specified as an employee's immediate family, as herein defined.
- D. In the event that an employee covered by this Agreement dies, other represented employees may be granted up to 24 or 27 hours leave for the purpose of serving as pallbearers or to otherwise attend the funeral.

1. The number of employees who are granted this leave at any one time shall be at the discretion of the department head, consistent with the need to maintain a sufficient work force during that time.
2. Such leave shall not be accruable nor shall it have any monetary value if unused.

### **Workers' Compensation Leave**

- A. The City will comply with the workers' compensation laws of the State of California.
- B. In addition to the benefits provided under the law, for workers' compensation claims which have been accepted by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to the annual base pay of the employee (less any required state and federal taxes). Claims that have been denied are not eligible for this benefit.
- C. Supplemental payments will begin from the date of accepted injury and will continue for a period of time not to exceed twelve (12) months. Employees who may return to work with work restrictions and who are offered modified/light duty which is consistent with the employee's work restrictions, as determined by his/her treating physician or workers' compensation physician will discontinue receiving supplemental payments.
- D. If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full twelve months of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness, the employee will be eligible for supplemental payments not to exceed a cumulative total of twelve months for the same injury/illness.
- E. The City expects that employees on Workers' Compensation leave will demonstrate reasonable cooperation and participation in their treatment as provided by the physician to promote a cure or relief from the effects of the injury. The City retains the right to terminate the supplement at any time if such cooperation and participation is not demonstrated.

### **Jury Duty Leave**

- A. If a unit member is required to be absent from work to report for jury duty, the

employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day. Employees assigned to swing or graveyard shift shall be assigned to day shift for the duration of the jury duty.

- B. There will be no reduction in pay for a unit member who is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court with four or more hours remaining on his/her shift, the employee will report for duty and work the balance of the shift. By returning to work the employee will receive a full day's pay, and shall pay to the City any amount received from the court for the jury duty, excluding mileage.
- C. In those cases in which the employee is not released by the court with four or more hours remaining on his/her shift, the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City any amount received from the court for jury duty, excluding mileage.
- D. Employees will submit proof of jury service to his/her supervisor.

#### **Witness Leave**

An employee who is subpoenaed or required to appear in court, or other similar administrative body as a witness, shall be deemed to be on a leave of absence. With approval of the appointing authority and the City Manager, the employee may be granted leave with pay during the required absence. The employee shall remit to the City all fees received except mileage. Witness leave shall not be granted for time spent on cases in which the employee is a party to the action unless the employee is a co-defendant in an action along with the City.

#### **Military Leave**

Military leave of absence may be granted as required by law.

#### **Maternity Leave/Reduced Work Week Schedule with Benefits**

- A. Employees may be provided an unpaid maternity leave of absence for up to six months, or a combination of unpaid maternity leave up to a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months. In addition, while the employee 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.

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

**Adoption Leave**

Employees can request up to six (6) months unpaid leave to care for a child during the time of and immediately following adoption. The leave provided in this section will run concurrently with California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA) when applicable.

**SECTION 4 - BENEFITS**

**Life Insurance**

The City will provide life insurance coverage in the amount of \$20,000 for each employee. Effective January 1, 2015, the City will provide life insurance coverage in the amount of \$30,000 for each employee.

**Dental Care Program**

The City will contribute 100% of the employee only PPO premium and up to \$40.00 per month for dependents on the dental care program as provided by the City of Pasadena.

**Health Insurance/Employee Option Benefit Fund**

- A. The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBFF allowance.
- B. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
- C. Effective January 1, 2014, the EOBFF allowance for current employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,183.26
Tier 2:	Employee +1	\$1,183.26
Tier 3:	Employee +2	\$1,221.77