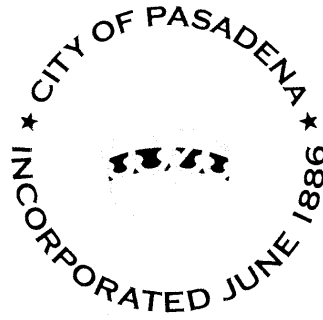


# Attachment No. 1



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF PASADENA**

**AND THE**

**PASADENA POLICE OFFICERS ASSOCIATION**

**April 22, 2013 – June 30, 2018**

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**Article 1. PREAMBLE**

- 1) The Pasadena Police Officers Association (hereinafter "PPOA" or "Association"), a recognized employee organization, and the City of Pasadena, a Public Agency (hereinafter "City" or "Employer", have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement.
- 2) 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 present written rules and present established practices and employee rights, privileges and benefits that are subject to Meet and Confer shall remain in full force and effect unless specifically altered by the provisions of this MOU.
- 3) It has been and continues to be the case that the parties have operated in good faith. It is the desire and intent that such good faith will continue in the application of all manner of relations between the parties even when there are disagreements between them.
- 4) The MOU represents the agreement of both parties and will be adhered to by City representatives and PPOA members. MOU implementation training will be provided to all Police Department supervisory staff within sixty days of the adoption of the agreement.

**Article 2. RECOGNITION**

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act of the State of California and provisions of Employer-Employee Labor Relations Resolution No. 555, the City acknowledges the PPOA as the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in certain specified classifications in Exhibit I or as appropriately modified in accordance with the Employer-Employee Resolution. All other classes not specifically listed are excluded from representation by PPOA.

**Article 3. TERM**

The term of this MOU is April 22, 2013 – June 30, 2018. The provisions of this MOU shall remain in effect while the parties are meeting and conferring on a successor MOU.

**Article 4. MANAGEMENT RIGHTS**

- A. It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.
- B. Except where limited by specific provisions elsewhere in this MOU nothing in this MOU shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; (11) exercise complete control and discretion over its organization and the technology of performing its work.
- C. The practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment shall be subject to the grievance procedures.

**Article 5. PPOA BUSINESS AND MEETINGS**

- A. Officers and Directors of the PPOA shall be certified to the Director of Human Resources. Each Officer or Director will be expected to perform duties as an elected representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for Association activities to take place during working hours; for example, investigation and preparation of processing of complaints, and preparation of complaints, disputes and grievances, attendance at board and general meetings. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the PPOA representative involved, provided that the representative notifies his/her on-duty supervisor whenever possible, prior to taking time from duty to engage in Association business that exceeds one hour. When called in from off duty to meet with the Police Chief or other supervisor regarding Association business, such time will constitute hours worked and time will be compensated accordingly.
- B. Monthly PPOA Meeting: The monthly meeting of the Officer and Directors of the PPOA may be held on Employer time each month not to exceed three (3) hours, unless additional time is approved by the Employer. If such meeting is not held

the three (3) hours of Employer time will lapse. No overtime or compensatory time will be paid for this meeting.

- C. Upon supervisor approval, the Employer may allow PPOA Officers and/or Directors leave during duty hours for the purpose of attending training classes, seminars, forums, conventions, or conferences to the extent that such leave does not unreasonably interfere with the Employer's operations.
- D. Negotiation Team: Not more than four (4) members of the PPOA Board of Directors shall be allowed to attend the collective bargaining negotiations for a successor to this Agreement during duty hours. If a negotiation session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the session.
- E. The City will comply with its obligation under the law to provide PPOA with information necessary to represent its members.

**Article 6. ASSOCIATION REPRESENTATIVES**

- A. The City agrees to recognize and deal with an appropriate number of officers, including Association Officers and Directors (also known as "stewards"), so that each employee in the bargaining unit will have reasonable access to a union representative. No officer other than the president nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Association activities, until the Director of Human Resources of the City has been notified in writing by the President of his/her selection as an official or steward. Notice of changes in the selection of officials and stewards, and their alternates, will be given whenever such changes occur.
- B. The Association recognizes that there may be necessary occasions when a different steward or 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 association will promptly notify the Office of the Chief of Police or Human Resources, if applicable.

**Article 7. BULLETIN BOARDS**

- A. Space shall be provided on City bulletin boards at their present locations for posting of notices and bulletins of the following types:
  - 1. Notices of recreational, social affairs, and related business news;



2. Notices of elections; provided that this shall not include campaign material;
  3. Notices of appointments and results of elections;
  4. Notices of meetings;
  5. Constitution, by-laws, and proposed amendments thereto;
  6. Such other notices as may be mutually agreed upon.
- B. 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 Association. 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.
- C. 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 Police Chief at the time of their posting. Any false or misleading statement posted is cause for loss of use of notification procedures on City property. In the event objectionable material is posted, the City representative will so inform the Association, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
- D. The Association 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 Association whenever the City removes such bulletin boards.

**Article 8. 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.

**Article 9. DUES & ASSOCIATION MEMBERSHIP**

- A. 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.

- B. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.
- C. Employees may withdraw, revoke or cancel association membership upon written notification to the Human Resources Department during the months of April and October of any year.

**Article 10. 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 the parties agree not to conduct strike or lockout activities.
- B. Under no conditions or circumstances will the Association or any of its members individually or collectively cause, sanction, honor or engage in any strike, sympathy strike, sit-down, stay-in, sick-out or slow-down, or in any curtailment of work or restriction of production or service.

**Article 11. MODIFICATION CLAUSE**

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

**Article 12. 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 administrative tribunal or boards, such invalidation shall not affect the remaining portions of this MOU.

**Article 13. IMPASSE**

- A. In lieu of any concerted action by the Association or its members, either party may request the assistance of the Public Employment Relations Board (PERB) for the purpose of assigning a mediator in an effort to resolve the dispute. Should the dispute remain unresolved, the matter may be referred to the City Council for determination as described in the City's procedure for Resolution of Impasse. Additionally, the Association may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

- B. The fees and expenses, if any, of mediators or any other impasses procedures shall be payable one-half by the City and one-half by the Association.

**Article 14. SUCCESSOR AGREEMENT**

It is the intent of the City and PPOA to commence negotiations for a successor MOU at the earliest mutually convenient date prior to the expiration of this Memorandum of Understanding.

**Article 15. COMPENSATION**

A. Salaries

- 1. Effective the pay period following City Council approval of this MOU, base pay will be increased by 2%.
- 2. Effective the pay period that includes July 1, 2014, base pay will be increased by 3%.
- 3. Effective the pay period that includes July 1, 2015, unit members will receive a minimum of a 2.5% pay increase.
- 4. Effective the pay period that includes July 1, 2015, the existing five step salary schedule for Police Officer will be modified to a ten step salary schedule with a minimum of 2.5% differential between each step as illustrated in Exhibit I.

The modification for Police Officer step 1 is an 8.65% adjustment (including the 2.5%). To ensure that employees receive the 2.5% increase, effective the pay period that includes July 1, 2015:

- a) Police Officers at Step 1 transition to Step 1
- b) Police Officers at Step 2 transition to Step 2
- c) Police Officers at Step 3 transition to Step 3
- d) Police Officers at Step 4 transition to Step 5
- e) Police Officers at Step 5 transition to Step 7

- 5. Effective the pay period that includes July 1, 2015, the existing five step salary schedule for Police Corporal will be modified to a seven step salary schedule with a minimum of 2.5% differential between each step as illustrated in Exhibit I.

The modification for Police Corporal step 1 is a 3.5% adjustment (including the 2.5%). To ensure that employees receive the 2.5% increase, effective the pay period that includes July 1, 2015:

- a) Police Corporals at Step 1 transition to Step 1
  - b) Police Corporals at Step 2 transition to Step 2
  - c) Police Corporals at Step 3 transition to Step 4
  - d) Police Corporals at Step 4 transition to Step 5
  - e) Police Corporals at Step 5 transition to Step 6
6. Effective the pay period that includes July 1, 2016, base pay will be increased by 2%.
7. Effective the pay period that includes July 1, 2017, base pay will be increased by 1.5%.

*[The salary schedule for unit members is listed in Exhibit I.]*

**B. Lateral Incentive Pay**

Lateral Police Officers who are hired by the City receive a lump sum payment of \$2,500 upon successful completion of one month of work as a Pasadena Police Officer, \$2,500 upon the successful completion of six months of work as a Pasadena Police Officer and \$2,500 upon the successful completion of the probationary period.

Lateral Police Officers receive an initial bank of forty (40) hours of sick leave and begin accruing sick leave as identified in the Leaves of Absence – Sick Leave section of this MOU.

Upon request of the Police Chief, the City Manager may approve the appointment of a Police Lateral at any step deemed appropriate.

**C. Retirement**

1. 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.
2. 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 have less than a six month break in CalPERS covered service or who are members of an agency with reciprocity, are provided the following retirement benefits:
  - a) Safety 3% @ 55 retirement formula (Section 21363.1)
  - b) Final Compensation Period – One Year (Section 20042)

- c) Effective the pay period following City Council approval of this MOU, employees will pay three percent (3%) of the member contribution on a pre-tax basis. The City will pay and report the value of Employer Paid Member Contributions (per resolution) of 6%.
  - d) Effective the pay period that includes July 1, 2014, employees will pay an additional three percent (3%) for a total of six percent of the member contribution on a pre-tax basis. The City will pay and report the value of the Employer Paid Member contribution (per resolution) of 3%.
  - e) Effective the pay period that includes July 1, 2015, employees will pay an additional three percent (3%) for a total of nine percent of the member contribution on a pre-tax basis. The City will report the value of Employer Paid Member Contributions (per resolution) as 0%.
3. 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:
- a) Safety 2.7% @ 57 retirement formula;
  - b) Final Compensation Period – Three Years;
  - c) Unit members contribute one-half of the total normal cost toward retirement. Effective January 1, 2013 that amount is 12%.
4. The City contracts for the following optional benefits which apply to all employees:
- a) 1959 Survivor Benefit Level 4 (Section 21574);
  - b) Pre-Retirement Option 2W Death Benefit (Section 21548);
  - c) Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551);
  - d) Post-Retirement Survivor Allowance (Section 21624/26/28);
  - e) Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635);

- f) \$500 Retired Death Benefit (Section 21620);
- g) 2% Annual Cost of Living Allowance Increase (Section 21329);
- h) Unused Sick Leave Credit (Section 20965).

D. Court Appearance Pay

1. Unit members required to appear in court in connection with the performance of his/her duties, while not being compensated for work, shall receive a minimum of three (3) hours of pay at time and a half his/her base hourly rate of pay. If an employee is required to be in court during morning and afternoon sessions, such employees shall receive a minimum of six (6) hours of pay at time and one-half his/her base hourly rate of pay.
2. Unit members required to appear telephonically or remotely will be paid for actual hours worked at time and one-half his/her hourly base rate of pay.
3. For out of City court, the employee shall receive one (1) hour travel time at the time-and-one-half base rate, which is in addition to the compensation for court appearance.
4. PPOA and Police Management representatives shall jointly review and consider the feasibility of implementing a procedure for on-call court appearance duty. Any changes in court appearance duty or pay which affects existing sections of this Memorandum of Understanding shall be subject to approval by the City Council.

E. Special Assignment Pay

1. Unit members assigned to the following special assignments will receive additional compensation. This pay will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments. 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 as special compensation:
  - a) Motorcycle Patrol - \$300 per month;
  - b) Helicopter Pilot - \$700 per month;

- c) Flight Time Premium (Helicopter Observer Duty) - \$300 per month;
  - d) Field Training Officer (FTO) Coordinator - \$300 per month;
  - e) Gang Detail (Special Enforcement Section (SES)) - \$300 per month. The parties agree that this assignment includes SWAT and that no additional compensation is provided for SWAT.
2. Effective the beginning of the pay period that includes June 30, 2018, unit members assigned to the following special assignments will receive additional compensation. This pay will be calculated off the unit members' base rate of pay. 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 as special compensation:
- a) Motorcycle Patrol – 3.75% of base pay;
  - b) Helicopter Pilot – 8.75% of base pay;
  - c) Flight Time Premium (Helicopter Observer Duty) – 3.75% of base pay;
  - d) Field Training Officer (FTO) Coordinator – 3.75% of base pay;
  - e) Gang Detail (Special Enforcement Section (SES)) – 3.75% of base pay. The parties agree that this assignment includes SWAT and that no additional compensation is provided for SWAT.
3. Field Training Officer - \$3.00 per hour when conducting training. 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 as special compensation
4. Unit members assigned to the following special assignments will receive additional compensation. This pay is not reportable to CalPERS as special compensation.
- a) Movie Detail (non-supervisory) - \$63.00 per hour.
5. Rose Bowl event pay will be compensated at top step of the employees' classification at the rate of time and one-half the base hourly rate of pay. Rose Bowl events have a four hour minimum.

- a) Should a Rose Bowl event be cancelled with less than 24 hours' notice, employees scheduled to work will be paid four hours at straight time.

6. K-9 Officer

- a) Unit members assigned as K-9 handlers shall receive an additional three and one half (3.5) hours per week of pay at time and one-half his/her regular rate of pay for off duty care of the dog. This includes all time spent on and off duty to care for the following, but not limited to, feeding and cleaning up after the animal, attending to the animal's physical health, welfare and grooming, training, medicating, veterinary care, daily and routine maintenance to the canine vehicle and field equipment. The parties acknowledge that the Fair Labor Standards Act entitles the parties to agree to a reasonable level of compensation for the performance of off duty canine duties. The compensation derived at in this agreement was determined after an actual inquiry of the K-9 Officer(s) of the number of hours spent each week performing the off-duty tasks identified above related to the canine. The parties agree that the compensation provided herein based on that inquiry compensates the dog handler for three and one half (3.5) hours at time and one half per week. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. 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.
- b) This program shall be operated in accordance with department policy. In addition to special compensation for off duty care, the City will provide or pay for the following:
  - 1) Dog run at home;
  - 2) All necessary or required equipment for the dog and employee;
  - 3) All veterinary expenses;
  - 4) All dog food;
  - 5) Assigned take home vehicle;
  - 6) Portable radio with charger for home.

7. Range Qualification Pay



- a) Unit members required to complete department required range qualification and classroom training outside of regularly scheduled hours shall be compensated at time and one half base hourly rate of pay. This has a two hour minimum.
8. Bilingual Pay
- a) Unit members in the following sections volunteering to serve as bilingual communicators and who pass a bilingual proficiency exam are eligible to receive bilingual pay: patrol, traffic, detectives, vice/narcotics, community relations, gang enforcement, youth services and jail.
  - b) Bilingual pay shall be \$140 per month. 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) bilingual pay.

F. Educational Incentive Pay

- 1. Unit members who possess the following will receive additional compensation. Employees are eligible one level of pay, typically the highest level of pay for which they qualify. This pay (except for the Advanced POST) will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments. Advanced POST pay is calculated as a percentage of the unit members' base rate of pay. 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)(2) Educational Pay as special compensation:
  - a) Jr. standing at an accredited college (typically completing at least sixty college units) - \$175 per month;
  - b) Associates degree from an accredited college - \$225 per month;
  - c) Bachelor's degree from an accredited college - \$550 per month;
  - d) Advanced POST Certificate - \$550 per month. Effective the beginning of the pay period that includes July 1, 2015, 12.5% of base pay.

G. Call Back and Standby/On-Call Pay

1. Call Back: Unit members are subject to call back to respond to emergencies or operational issues identified by the Police Chief or his/her designee.
  - a) Call back is the unscheduled call to an off-duty employee requiring that they report to work. Call back procedures are established by department policy.
  - b) Unit members are compensated at time and one half an employees' hourly base rate of pay for hours worked beginning when they are called to report for duty.
  - c) Unit members provided with a cell phone or pager to facilitate contact from the department but who are not otherwise restricted in personal pursuits nor required to comply with pre-established response times are compensated under call back should they be required to respond to work.
  
2. Standby/On-Call: Unit members may be scheduled for standby/on-call duty (typically in one week increments). Standby/On-Call duty is prescheduled.
  - a) Standby/On-Call for one week increments will be compensated with seven (7) hours of base pay or compensatory time-off.
  - b) Standby/On-Call for less than one week increments will be compensated with one (1) hour of base pay per day or compensatory time off.
  - c) Employees whose comp time balance is at the maximum (120 hours) will be paid Standby/On-Call pay as straight time at his/her base hourly rate of pay.
  - d) 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 telephone, pager or vehicle radio;
    - 3) Be en route as soon as possible, but no longer than thirty (30) minutes after receiving call;

- 4) Refrain from intoxicants or other activities which might impair the ability of the Sergeant to perform the assigned duties;
- 5) Be able to return to the City or location of an emergency within ninety (90) minutes.

**Article 16. HOURS OF WORK/WORK SCHEDULES**

**A. Work Schedules**

1. Unit members shall be paid for all hours worked. Unit members' record hours worked in fifteen minute increments of time. When an employee works more than seven minutes into the next payroll increment, the employee is expected to round up to fifteen minutes.
2. Work schedules are defined as an employee's regularly assigned hours of work. Unit members work a 4/10 or 3/12.5 work schedule. All unit members are scheduled to work 160 hours in the 28 day FLSA work period.
  - a) Unit members assigned the 4/10 work schedule work four ten hour shifts each week.
  - b) Unit members assigned the 3/12.5 work schedule work three twelve and one-half hour days each week and one ten hour day in the twenty-eight day work period.
  - c) Each shift includes a paid thirty minute meal period with an additional fifteen (15) minutes for travel time.
3. Changes in work schedules may be made to accommodate operational needs of the department. Unit members (except those assigned to SES or SIU) shall be provided at least seven (7) calendar days' notice in writing for changes in work schedules, work hours, or work assignment unless the change is to accommodate staffing at a special event where the City was provided less than seven days of the need for department staffing.
4. Unit members assigned to Special Enforcement Section (SES) and Special Investigations Unit (SIU) work irregular schedules consisting of varied days and hours and therefore will frequently need to adjust work schedules to accommodate the unit operations. Although the seven day notice of work schedule changes is impractical, an effort will be made to consider individual employee circumstances when adjustments need to be made to hours and days of work.

## B. Shift Trading

1. Unit members have the right to trade shifts with their colleagues within the same classification and area of assignment subject to the following conditions:
  - a) Both employees agree to the shift trade voluntarily.
  - b) A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
  - c) 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.
  - d) 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.
  - e) 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.

## C. Overtime

1. Overtime is subject to pre-approval in compliance with department procedures and the City will ensure the member is compensated. Should pre-approval be impractical due to the exigency of the work, approval must be sought as soon as possible thereafter in accordance with department procedures.
2. Actual hours worked in excess of an employee's regular schedule will be paid at time and one-half the employees' regular hourly rate of pay.
3. Unit members may elect to accrue compensatory time off in lieu of payment of overtime up to a maximum of one-hundred and twenty (120) hours.

4. Employees may not receive overtime while also being compensated for any other hours of work except for movie detail or special events where the employee's compensation is contributed to by a third party at time and one-half the base rate of pay.
5. Except in an emergency to maintain operations, unit members will be provided a minimum of a six (6) hour break between work shifts.

#### D. Compensatory Time Off (Comp Time)

1. In lieu of receiving payment for overtime, an employee may request in advance to accrue compensatory time off at the rate of time and a half for each hour worked subject to a maximum accrual of one hundred and twenty (120) hours. The department has the sole discretion to grant the accrual of comp time or to pay the overtime.
2. The time during which an employee may use accrued compensatory time off is subject to approval by the Police Chief or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least ten calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
3. Employees may request to cash out accrued compensatory time off at any time.
4. Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

#### E. Rest Periods

1. When possible, 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.
2. Rest period or coffee breaks may not be accumulated or added to a lunch hour, vacation or to other forms of leave.

**Article 17. LEAVES OF ABSENCE**

**A. Vacation**

**1. 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

- a) Effective the pay period that includes October 1, 2013, upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- b) Unit members are allowed to cash out up to seventy-two hours of vacation once per calendar year. Cash outs are paid at the base hourly rate of pay.
- c) Included with the October 2, 2013 paycheck, unit members will receive a cash out of all vacation hours within eighty (80) of the maximum accrual, paid at the base hourly rate of pay paid at his/her base hourly rate of pay as of September 1, 2013.
- d) Vacation approval is subject to the process identified in the Police Department policy. For efficient administration of the department, should the City Manager determine that vacation leaves of absence cannot be scheduled; the City Manager may authorize pay in lieu of vacation or allow accumulation of vacation above the maximum accrual.
- e) Vacation continues to accrue to the maximum while an employee is in paid status which includes receiving 4850 benefits. It may

also include time on FMLA/CFRA when an employee uses accrued leave and military leave when the City provides salary continuance.

- f) Upon separation from employment, any accrued but unused vacation will be paid to the employee with the final paycheck.

## B. Holidays

1. Unit members are eligible for holiday pay for the following nine holidays:
  - a) January 1
  - b) Third Monday in January
  - c) Last Monday in May
  - d) July 4<sup>th</sup>
  - e) First Monday in September
  - f) The Monday or Friday nearest November 11<sup>th</sup>
  - g) Fourth Thursday in November
  - h) The day following the fourth Thursday in November
  - i) December 25<sup>th</sup>
  
2. Holiday pay for the above nine days will be provided as follows through June 30, 2015:
  - a) Holiday pay equivalent to a unit members regular scheduled hours will be paid at the employee's hourly base rate of pay. 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)(5).
  
  - b) For employees whose work shift begins on the designated holiday:
    - a) Hours worked will be paid at time and one-half the employee's base hourly rate of pay.
  
3. Effective July 1, 2015, holiday pay for the above nine holidays will be provided as follows:
  - a) For unit members working in Patrol, unit members receive pay (in lieu of time off) for holidays. Holiday pay is equivalent to a unit members regular scheduled hours and will be paid at the employee's hourly base rate of pay. 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)(5).

Unit members in Patrol are required to work their regularly assigned schedule without regard to holidays. When a holiday occurs, unit members in Patrol receive pay for the value of the holiday and work their regular shift. Should a unit member in Patrol request time off on a holiday, accrued leave must be used for the time off and holiday pay is provided in addition to the leave granted.

- b) For unit members who work outside of Patrol, holidays have a value equal to their regularly scheduled hours of work and employees receive time off in lieu of working on the holiday.
  - 1. If the holiday falls on a regularly scheduled day off or for unit members who work outside of Patrol and work on a holiday, the holiday hours may be added to the floating holiday bank in the pay period that the holiday occurs or paid as cash upon election of the employee as noted on the timesheet.
- c) For employees whose work shift begins on the above designated holiday:
  - 1. Hours worked on that shift will be paid at time and one-half the employee's base hourly rate of pay.
- 4. Annually, unit members will receive floating holidays in his/her floating holiday bank with the first pay period in January. The value of the holidays will be as follows:
  - a) Unit members working the 4/10 receive thirty (30) hours;
  - b) Unit members working the 3/12.5 receive thirty-seven and a half (37.5) hours.
- 5. With the June 24, 2015 paycheck, the City will combine previously banked and floating holiday hours and employees will receive a cash out of hours in excess of eighty (80) hours at the base hourly rate of pay. The City will no longer use banked holidays and will only use floating holiday bank.
- 6. The floating holiday bank has a maximum of 120 hours. Upon reaching the maximum, any additional floating holiday hours earned will be paid as cash at the base hourly rate of pay.



7. Once per calendar year, employees may request to cash out earned but unused holiday hours.
8. Use of floating holiday time is subject to supervisor/department head approval.
9. At the time of separation from employment, earned but unused floating holiday hours will be paid to the employee with the final paycheck at the employees' base hourly rate of pay.

### C. Sick Leave

1. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent, spouse, or registered domestic partner as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law.
2. Every employee who is unable to report to work for his/her scheduled shift shall either call, or have someone call his/her supervisor at least ninety (90) minutes preceding 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.
3. The Police Chief or his/her designee has the authority to approve sick leave for unit members.
4. Unit members requesting to use sick leave for four 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 employees' supervisor before returning to work.
5. 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 that verifies that leave for injury or illness in excess of three days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Police Chief.
6. Sick Leave Accrual

- a) Unit members accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
- b) Sick leave accrual that is in excess of 1200 hours may be cashed out or allocated to the employees' defined benefit plan at 50% of its value. This election can occur once per calendar year.
- c) Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit.
- d) Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes.

D. Military Leave

Military leave of absence may be granted for the duration of a war or national emergency or as required by the Military and Veterans Code. Per California Military and Veteran's Code section 395.01, an employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity (provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty), and who has been employed by the City for at least a year is entitled to receive his or her salary or for the first 30 calendar days of any such absence. Pay for those purposes may not exceed 30 days in any one fiscal year.

E. Bereavement

- 1. Unit members may use up to three consecutive work days or shifts 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)
- 2. Under special circumstances, the Police Chief may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member.

F. Family Medical and Pregnancy Disability Leave

- 1. The City provides benefits, including leave, pursuant to the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

2. The City provides benefits, including leave, pursuant to the Pregnancy Disability Act (PDA).
3. Maternity Leave & Reduced Work Schedule
  - a) For unit members, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. 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) Employee may request that all or part of their earned sick leave, vacation time or compensatory time not be used or run out prior to the leave of absence, but remain on the books for the employee's future use upon their return to work.

## **Article 18. BENEFITS**

### **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 premium for dental coverage in one of the City offered plans. For employees who cover one or more dependents, the City will contribute up to an additional \$55.00 per month toward the dental plan premium.

### **C. Medical Insurance & EOB Allowance**

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 EOB allowance.

The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.

Effective July 1, 2015, the EOBF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,106.15
Tier 2:	Employee +1	\$1,106.15
Tier 3:	Employee +2	\$1,346.46

Increases to each tier (employee only, EE+1, EE+2) will only occur when the premium for the CalPERS LA Region for Blue Shield Access+ or Kaiser exceed the current allowance. The allowance in each tier will equal the lower of the LA Region Blue Shield Access+ or Kaiser premium but shall not be lowered below the 2014 allowance. The allowance includes the PEMHCA minimum.

New employees hired by the City on or after July 1, 2015, will receive an EOBF allowance (including the statutory minimum) that equals the premium of Blue Shield Access+ or Kaiser (LA Region) whichever is lower for the tier in which they enroll (employee only, employee+1 employee+2).

Employees in the unit as of June 30, 2013 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 \$1,106.15 per month which will be designated to the employee's deferred compensation account. Employees may elect to have 65% of the EOBF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

Effective July 1, 2013 new employees 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 to be used at his/her discretion.

Effective July 1, 2015, new employees 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. New employees may elect to have 65% of the EOBF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

D. Retiree Health

1. For each unit member, the City shall contribute 3% of base pay directly into the post-retirement medical trust fund designated by the Pasadena Police Officers Association.

2. The Association shall be solely responsible for maintaining and allocating funds from the post-retirement medical trust fund. The Association shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.
3. Funds diverted to the medical trust shall be considered as salary for purposes of compensation comparisons.

#### E. Tuition Reimbursement

1. Regular employees pursuing a Bachelor of Arts degree or higher in a job related field at an accredited college or university shall be eligible for tuition reimbursement of up to \$850.00 per fiscal year. In addition, Management shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program.
2. Upon presentation of receipts and grade cards, 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.
3. Eligibility for tuition reimbursement shall be in accordance with Section 4.10 – Tuition Reimbursement of the City of Pasadena’s Manual of Personnel Rules, Practices and Procedures.

#### F. Uniforms and Department-Issued Equipment

1. Uniforms that are replaced due to damage as a result of performing the job will be replaced with the same uniform that was damaged at no cost to the employee.
2. Uniforms will be purchased and replaced by the department for new and current employees through June 30, 2015. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) the City will report as special compensation, \$300 per year as the value of the uniforms for a unit member employed on or before December 31, 2012. “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.

3. Effective with the pay period that includes July 1, 2015 (and annually thereafter), employees will receive a uniform allowance of \$850 paid as a lump sum payment. Employees will purchase uniforms pursuant to the uniform guidelines established by the Police Department. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) the City will report, as special compensation, the \$850 per year uniform allowance for a unit member employed on or before December 31, 2012. "New members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniform allowance reported as special compensation.
4. The Department issued equipment includes the following: service weapon, gun belt, baton and holder, OC spray and holder, conducted energy weapon, holster, ammunition-loaders-case, handcuffs and case, belt keepers, rain coat, rain cap for hat, whistle with chain, motorcycle riding breeches, motorcycle riding boots, motorcycle safety helmet, flight helmet with appropriate eye protection, Nomex flight suit.
5. Rules and regulation for wearing and replacing uniforms and equipment shall be set by the department.
6. The employee is responsible for the proper care and maintenance of uniforms and department-issued equipment.

#### G. Body Armor

1. Safety vests will be issued by the department and replaced according to department policy and Exhibit III of the MOU.
2. The department will purchase replacement vests in an amount not to exceed \$920.00. Any additional cost is paid by the employee.
3. Employees in patrol or performing work in the field are required to wear safety vests pursuant to department policy.

#### H. Long Term Disability

1. The City will provide a long term disability plan that will provide for disability payments to employees under, at least, the following basic provisions:
  - a) Disability payments will commence on the 61st calendar day of the illness or injury;

- b) Payments will be coordinated with deductible benefits as provided under the LTD plan, not to exceed a total of 50% of the employee's salary or a maximum of \$900 per month;
- c) The maximum benefit period will be five years;
- d) The City will contribute up to \$6.00 per month to the cost of the Plan.

I. 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.

**Article 19. SALARY ADMINISTRATION**

A. Probationary Period

- 1. The probationary period for a Police Officer (Trainee/Recruit/Pre-Service) is eighteen (18) months.
- 2. The probationary period for a Police Officer (Lateral) is twelve (12) months.

B. Step Increases

- 1. Employees are eligible to move through the steps of the pay range at one year intervals and upon receipt of a performance evaluation with a rating of "satisfactory."
- 2. Commencing July 1, 2015 and annually thereafter, unit members shall receive performance evaluations July 15<sup>th</sup> of each year and are eligible for a step increase at the beginning of the pay period that includes July 15<sup>th</sup> as set forth in paragraph 3.
- 3. Employees who do not receive a performance evaluation on July 15<sup>th</sup> will be granted the step increase through August 15<sup>th</sup>. There shall be a grace period between July 15<sup>th</sup> – August 15<sup>th</sup> for the department to issue a performance evaluation. In the event that the employee receives a performance evaluation by August 15<sup>th</sup> that has a rating of "needs improvement" said employee shall revert to his/her prior step without penalty. Should the employee fail to receive a performance evaluation by August 15<sup>th</sup>, the

employee may receive an evaluation at a subsequent date. Should an evaluation received after August 15<sup>th</sup> have a rating of “needs improvement,” the employee will receive the evaluation but maintains the step increase granted in July.

4. Notwithstanding paragraph 1 hereinabove, following the placement in the steps as identified in Article 15, employees shall advance to the next step upon the receipt of a satisfactory performance evaluation on or after July 15, 2015. For example, employees who are placed at step seven as of July 1<sup>st</sup> would advance to step eight as of July 15, 2015 and receive additional step increases each July until they are at step ten.

### C. Promotion

1. The promotional probation period for Police Corporal is one year.
2. When an employee is promoted from Police Officer to Police Corporal, he/she shall promote to the following step (which will result in a placement at the Corporal step that provides a base pay increase of at least 2.5%):
  - a) If currently at Police Officer step 1-5; promotion is to Police Corporal Step 1
  - b) If currently at Police Officer step 6; promotion is to Police Corporal step 2
  - c) If currently at Police Officer step 7; Promotion is to Police Corporal Step 3
  - d) If currently at Police Officer step 8; promotion is to Police Corporal Step 4
  - e) If currently at Police Officer step 9; promotion is to Police Corporal step 5
  - f) If currently at Police Officer step 10; promotion is to Police Corporal Step 6
3. Additional step increases will be reviewed at one year intervals and upon the receipt of a performance evaluation with a rating of “satisfactory” as set forth in section B above until such time as the employee has exhausted the step increases.
4. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.



D. Temporary Assignment

1. The department head may authorize the temporary assignment of an absent employee's duties to a qualified employee whenever such qualified employee is available in a lower salaried class.
2. Whenever possible and practical, when there is a current eligibility list, an employee will be selected from that list, with preference given to those who have been previously certified to the department as the top qualified candidates.
3. Payment at the new rate shall begin on the first day of assignment to the higher classification.
4. The assignee, under this provision, shall be expected to fulfill most of the functions and responsibilities of the absent employee for the period of the assignment.
5. The assignee, under this provision, will be paid for those days worked during the period of the assignment at the rate provided as if he/she were promoted to the classification of the absent employee; that is, at the lowest step in the higher classification most nearly equal to a one-step increase in the assignee's classification.

**Article 20. DISCIPLINE**

- A. The City may take disciplinary action for just cause. Disciplinary actions shall include: oral and written warnings, suspension, demotion and termination as well as any action which would entitle the employee to an administrative appeal as described by the Public Safety Officers' Procedural Bill of Rights Act.
- B. The following shall apply to personnel investigations:
  1. Interview Procedures
    - a) In all cases wherein the employee is interviewed, the person responsible for the interview shall:
      - 1) Inform the employee that he/she has a right to be represented by counsel or any representative during the interview.
      - 2) An employee under investigation may, upon request, receive a copy of the following prior to the officer's

interrogations: (a) any citizen complaint and/or department complaint which forms the basis for the internal affairs investigation; (b) any statements prepared by the subject employee (such as written reports to superior officers) or summaries or MAV video/audio recordings or verbatim transcriptions of any statements of the subject employee prepared by another person which the subject officer knowingly gave and which relates to the matter under investigation, such as pre-investigation interviews.

- 3) Conduct the interview at a reasonable time and date to allow for the employees procurement of representation.
  - 4) Identify to the employee all persons present or participating in the interview.
  - 5) Conduct the interview for a reasonable length of time.
  - 6) Not expose the employee to offensive language, threats of transfer, disciplinary action, or loss of employment.
  - 7) Cause a recorded record to be made of the interview, which shall be available to the employee on request.
- b) In the event the employee is being investigated for a criminal offense, prior to the interview, the employee shall be advised of his/her rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has commenced, then the interview shall cease while the employee is admonished.
- c) Employees, when ordered by a superior, must answer questions directly and narrowly related to the allegations under investigation.
- 1) Unless mandated by a court order, these statements will not be used, and are not admissible, in a criminal trial.
  - 2) Failure to answer questions when ordered may result in disciplinary action and/or termination.
  - 3) If the employee is ordered to answer questions, the following statement may be read into the record:

- i. "The Police Department of Pasadena, California, is conducting an investigation and I, \_\_\_\_\_, a Police Officer/Corporal for the City, have been ordered to answer questions."
- ii. "I have been advised that if I do not comply with the order, I may be disciplined or terminated from the department for failure to obey said order."
- iii. "In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law."

C. Skelly Meeting

As part of the pre-action due process procedure granted to employees, employees will be given the option of using one of the following formats for the "Skelly" meeting:

1. Meeting between the Chief and the employee only;
  2. Meeting between the Chief, the employee and the employee's representative;
  3. Meeting between the Chief, the employee and the employee's representative – meeting is tape recorded.
  4. The employee must notify the Chief prior to the meeting as to which option he/she desires to use.
- D. No employee shall be disciplined or terminated, or in any way discriminated against for exercising their lawful rights pursuant to this policy.
- E. This policy is effective immediately and cancels any previous conflicting order or procedure.

**Article 21. GRIEVANCE**

**A. Definition**

1. Grievance: A dispute between an employee or employees and the employer regarding an interpretation or application of the MOU, or of the written rules and regulations governing conditions of employment.
2. Employee: A bargaining unit member.

**B. Guidelines**

1. An employee may file a grievance without jeopardizing the employee's employment.
2. Discrimination Complaint Procedure - Allegations of unlawful discrimination shall be processed through the Human Resources Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.
3. 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
4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.
5. 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.

6. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
7. A general grievance regarding interpretation and implementation of the Memorandum of Understanding may be filed by the Association on behalf of employees represented by PPOA. A general grievance shall be filed in writing with the Director of Human Resources within ten (10) calendar days of the action in question.
8. 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.
9. This is the sole and exclusive method for resolving grievances.

#### C. Grievance Procedure

1. Step 1
  - a) The employee or PPOA shall orally present the grievance to the immediate supervisor or Human Resources to identify appropriate representative within fourteen (14) calendar days following the event or events upon which the grievance is based. 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 or designee shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.

- c) If the employee or PPOA 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, the employee shall submit the grievance in writing on the City's Grievance Form, to the Police Chief, within ten (10) 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 or PPOA President.
- c) The Police 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 ten (10) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d) If the employee or PPOA is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Advisory\_Arbitration for resolution may be made. However, oral and written warnings are not subject to appeal beyond the Step 2 level.

D. Advisory Arbitration

- 1. If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Association may appeal the grievance to arbitration. The appeal shall be in writing; shall be signed by the authorized Association representative, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.
- 2. If the employee is being represented, he/she may be assisted by his/her representative in this appeal.

3. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbiter. The arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.
4. Within seven (7) calendar days following the meeting to prepare the issues statement, the parties shall request PERB submit a list of seven (7) persons qualified to act as arbitrators. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.
5. Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator
6. The arbitrator shall hold a hearing on the issue, or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. He/she shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be in conformance with the Memorandum of Understanding and/or applicable City rules. The opinion shall be advisory only and shall not be binding on either party. Further, the opinion shall be limited to the issue, or issues, presented to the arbiter. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the Union or the employee.
7. Within thirty (30) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the Union or the employee whether or not he/she intends to take any further action regarding the issue or issues referred to in the arbitrator's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.
8. Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbitrator, including transcripts required - which shall be determined in advance of the hearing. Each party shall bear its own witness and attorney fees.

**Article 22. LAYOFF**

**A. Definition**

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

**B. Authority**

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

**C. Policy**

1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction.
2. Layoff shall be made by specific Job Series (i.e., Police Officer and Police Corporal). If there is a layoff, employees with two or less years as a Police Corporal have the right to return to their prior Police Offer classification.
3. Individuals will be laid off based upon seniority.
4. Employees for whom a layoff appears imminent, shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
  - a) Employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
  - b) If any employees cannot be placed as described above, such employees may be considered by other departments as follows:
    - 1) The employee is physically able to perform the required duties.



- 2) The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
  - 3) The employee meets the minimum qualifications and physical standards of the position.
  - 4) Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee.
5. 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.
6. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department where the layoff occurred, provided that they are able to perform the duties of the job. Rejection of a reappointment offer shall terminate eligibility for future consideration.
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 cannot be placed, and must be laid off, shall have their names placed on a reemployment list and shall be eligible as follows:
  - a) To compete in promotional examinations for which they are qualified for a period of 12 months.
  - b) To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.
9. Any employee who must be laid off shall receive a severance pay benefit based on the following considerations: (Should it be determined that the

City of Pasadena is required to participate in Unemployment Compensation Insurance, negotiations shall be reopened on this issue only and severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.)

- a) Severance pay shall be at the rate of 60% 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.
- b) Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.
- c) Employee must have completed at least one year of service before being entitled to this benefit.
- d) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoffs.
- e) 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 status for a maximum of 12 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee from the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
  - 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 reaccumulating the claimed benefit(s) on the date that they report back to work.
  - 5) Laid-off employees, who are not recalled within the 12-month period, will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.
  - f) In the event of death of an employee while receiving severance pay, such payment shall not continue to employee's beneficiaries, such payment shall cease.
  - g) 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 re-employment, the employee will be removed from the reemployment list.
  - h) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
    - 1) Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to meet payroll, or to secure continued financing of projects or programs supported by other agencies.
10. 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.
  11. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
  12. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.

13. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

#### D. Procedure

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

#### **Article 23. DRUGS AND ALCOHOL**

It is the responsibility of the City, the Association, and the employees to maintain a safe, healthy, and productive work environment. Therefore, employees shall not report to work under the influence of drugs or alcohol, or possess or use alcohol or illegal substances while at work, nor have their ability to 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 danger to employees and liability to the City. "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 equipment safely.

*[A detailed policy statement on drug and alcohol abuse is listed in Exhibit II.]*

**Article 24. TRANSPORTATION DEMAND MANAGEMENT PROGRAM (PRIDESHARE II)**

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

**Article 25. NO SMOKING POLICY**

Unit members shall comply with the No Smoking policy of the City of Pasadena and the Police Department.

**Article 26. LIGHT DUTY**

- A. At the discretion 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 sixty (60) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than sixty (60) calendar days. Short term extensions of light duty assignments may be approved by the Department when medical evaluation indicates that an employee's return is imminent at the end of the sixty (60) day period.
- D. In addition, Officers and Corporals who are injured or ill from causes unrelated to the job may apply for a waiver of the sixty (60) calendar day rules when:
  - 1. There is a predictable time frame for a return to full duty;
  - 2. To comply with the sixty (60) calendar day rules would cause significant financial hardship; and
  - 3. The Department has specific work for the employee to perform.
- E. If a waiver is granted, such waiver does not create a permanent light duty position, but is rather, intended solely to reasonably accommodate an employee on a temporary basis.


- F. To the extent permitted by law, the sixty (60) calendar day limit set forth in this subsection shall not apply in the case of pregnancy. Upon request, the Department and Association may re-open negotiations on the light duty policy as it applies to pregnancy assignments.

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective June 1, 2015.

CITY OF PASADENA

PASADENA POLICE OFFICERS ASSOCIATION

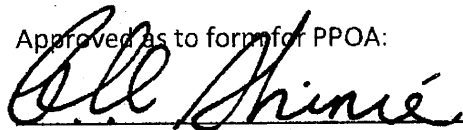
\_\_\_\_\_  
Michael J. Beck, City Manager

  
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Sam De Sylva, Interim PPOA President

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Kristi Recchia, Director of Human Resources

  
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Anthony Russo, Negotiating Team Member

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Phillip Sanchez, Police Chief

Approved as to form for PPOA:  
  
\_\_\_\_\_  
Richard Shinee, Green & Shinee

**EXHIBIT I – Through June 30, 2015**

**Pasadena Police Officers Association  
Represented Classifications  
and  
Schedule of Compensation Rates**

**Effective January 14, 2013**

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	38.9684	40.1977	41.4998	42.7535	44.0069
Police Officer	31.8734	33.6381	35.3663	37.2160	39.0293

**Effective beginning of the pay period following City Council adoption of MOU – 2% increase**

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	39.7478	41.0017	42.3298	43.6086	44.8870
Police Officer	32.5109	34.3109	36.0736	37.9603	39.8099

**Effective beginning of the pay period that includes July 1, 2014 – 3% increase**

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Corporal	40.9402	42.2317	43.5997	44.9168	46.2336
Police Officer	33.4862	35.3402	37.1558	39.0991	41.0042



**Exhibit I – Effective July 1, 2015**

Schedule of Compensation Rates

**Effective July 1, 2014**

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	33.4862	35.3402	37.1558	39.0991	41.0042
Police Corporal	40.9402	42.2317	43.5997	44.9168	46.2336

**Effective July 1, 2015**

Police Officer - Adjust Step 1 by 8.65%; Expand steps to ten annual steps with a 2.5% differential

Police Corporal - Adjust Step 1 by 3.5%; Expand steps to seven annual steps with a 2.5% differential

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	36.3828	37.2923	38.2246	39.1802	40.1598	41.1637	42.1928	43.2477	44.3289	45.4371
Police Corporal	42.3731	43.43243	44.5182	45.6312	46.7720	47.9413	49.1398			

**Effective July 1, 2016 - 2% increase**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	37.1104	38.0382	38.9891	39.9639	40.9630	41.9870	43.0367	44.1126	45.2154	46.3458
Police Corporal	43.2206	44.3011	45.4086	46.5438	47.7074	48.9001	50.1226			

**Effective July 1, 2017 - 1.5% increase**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Officer	37.6671	38.6087	39.5740	40.5633	41.5774	42.6168	43.6823	44.7743	45.8937	47.0410
Police Corporal	43.8689	44.9656	46.0897	47.2420	48.4230	49.6336	50.8744			

## EXHIBIT II

### **City of Pasadena and PPOA Alcohol and Drug Policy**

#### A. PURPOSE

It is the purpose of this policy to ensure that unit members who perform their job do so free of the effect of alcohol or any substances (whether illegal or not) and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

#### B. POLICY

With the exception of those job circumstances which necessitate the handling, possession or consumption of drugs by employees in the performance of their duties, it is City's policy that employees' shall not be under the influence of or in possession of alcohol or drugs while on City premises, at work locations, while on duty, or before reporting for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person; nor have their ability to work impaired as a result of the use of alcohol or any drugs or substances.

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

If the City has a reasonable suspicion that an employee may have alcohol or drugs on City property, the City may proceed in a manner consistent with Government Code section 3309. Employees reasonably believed to be under the influence of alcohol or drugs (the use of alcohol or any illegal substance or use of a prescribed drug in a manner and to a degree that causes any impairment in the employee's work performance or the ability to use City property or equipment safely) shall be prevented from engaging in further work, may, as addressed below in this policy, be ordered to submit to a drug and or alcohol test and shall, for safety purposes be provided transportation from the work site, whether that is to a drug and or alcohol test or if no test is administered, to the employee's residence or other similar location.

Employees who voluntarily seek treatment for alcohol consumption, abuse or alcoholism or substance abuse requiring an absence from work may, with department

head approval, be allowed to use earned sick leave and/or vacation during such absence. The employee is also entitled to use Family and Medical Care Leave in accordance with the law.

C. APPLICATION

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

D. EMPLOYEE ASSISTANCE PROGRAM

The City encourages the voluntary utilization of the Employee Assistance Program (EAP) established by the City as an important method for dealing with substance abuse. All potential problems will be handled on a case by case basis. Overall consideration is directed towards the health and safety of the employee, co-workers and members of the general public.

The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can contact the EAP and arrange an appointment with a counselor.

Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through the EAP. In addition, employees who are concerned about alcohol and/or drug use among their co-workers should strongly encourage those individuals to seek assistance through the EAP. Voluntary use of the EAP by the employee may consist of counseling, out-patient rehabilitation, in-patient rehabilitation or any other treatment recommended by the EAP counselor provided employee and public safety is not compromised. EAP usage is not considered voluntary in the case of a management referral or if the employee decides to use the EAP services after their substance abuse problem has been discovered by city officials.

All voluntary or self-referral contacts are held in confidence by the EAP unless the employee requests, through specific written release of information, that the Human Resources Director, supervisor, Employee Organization or other parties be notified.

The employee's compliance with the EAP is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary utilization of the EAP or any other treatment service. Use of the program does not replace normal disciplinary procedures for unsatisfactory job performance or conduct.

The employee can schedule an appointment on his/her own time (days off, before or after the work shift, lunch break) without letting anyone know of this. Sick leave time may be used for self-referral appointments during regular work hours if unable to schedule during off-duty hours. If an employee requires additional leave time for substance abuse treatment, he/she may request a leave of absence, subject to approval by the Police Chief.

Employees and/or their dependents are responsible for all deductibles and co-payment costs associated with in-patient or out-patient counseling services and substance abuse treatment. The City will only bear the costs necessary to keep the EAP in effect and available.

E. EMPLOYEE RESPONSIBILITIES

Except in the performance of duty, an employee must:

1. Refrain from the use of, or possession of, illegal drugs, substances or narcotics.
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug (whether illegal or legal) use.
3. Not possess or use alcohol during working hours, when on breaks, or during meal periods.
4. Not possess or use illegal drugs or substances or prescription drugs without a prescription.
5. Not directly or through a third party sell or provide illegal drugs or substances to any person, including any employee, while either employee or both employees are on duty or off duty.
6. Submit to a urine, breath or blood test, when reasonable suspicion as defined in F-2 is present, and when appropriately ordered by a supervisor or manager.
7. An employee should notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment.
8. Provide within 24 hours of request (or as soon as possible) bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

9. Report to any supervisor up to and including the City Manager, or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.
10. Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program or other resources available in the community. The City will be supportive of those who seek help voluntarily, and may authorize the use of earned sick leave or vacation, or leave of absence. The City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

F. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate, consistent with the Discipline Section (XVII).
2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. "Reasonable suspicion" is a clear indication based on objective facts and personal observation of at least two employees, one which must be a supervisor, sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job safely, effectively and efficiently is impaired.

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

- a) Slurred speech;
- b) Odor of an alcoholic beverage on breath;
- c) Unusual, anti-social behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
- d) Unsteady walking and movement;
- e) An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use of drugs or alcohol;
- f) Patterns of physical altercation;

- g) Unusual behavior where the cause may be symptomatic of suspected use of drugs or alcohol;
  - h) Possession of alcohol or drugs unrelated to job responsibilities;
  - i) Information obtained from a reliable person with personal knowledge. The supervisor shall verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
1. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall, prior to or within 24 hours of such requests, document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence (as defined above) of drugs or alcohol.
  2. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis shall remind the employee that failure to comply is insubordination and will result in disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the manager or supervisor shall, for safety purposes, provide the employee transportation from the work site to the collection facility to submit to the test.
  3. In addition to the reasonable suspicion testing set forth above, individuals serving in the capacity as Helicopter Pilots, K-9 Handlers and Special Investigation Section shall be subject to random drug testing. Individuals serving in these sections shall be subject on a random periodic basis. Individuals wishing to enter these assignments may be subject to testing prior to being assigned. Testing conducted pursuant to the provisions of the random testing program shall be conducted pursuant to the provisions of this section.
  4. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the consent of the employee.

G. PHYSICAL EXAMINATION AND PROCEDURE

The urine, breath, blood, or other appropriate test (as determined by the lab) may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids. Any positive drug test shall be confirmed by a reliable test. The confirming test must be at the same or better

level of accuracy as a Gas Chromatography/Mass Spectrometry (GC/MS) test. The sample shall be split and the employee shall have a right to said split sample for analysis by an independent laboratory.

#### H. RESULTS OF DRUG AND/OR ALCOHOL ANALYSIS

1. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. However, consideration may be given to postpone, reduce or cancel pending disciplinary action when an employee voluntarily obtains treatment for a substance abuse problem. All relevant facts will be taken into consideration in determining if discipline is appropriate and if so, at what level.
2. If the drug screen is positive, the employee must provide within 24 hours of request (or as soon as possible) bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, the employee may be subject to disciplinary action up, to and including discharge. Even if the employee has a prescription for the medication, the employee could still be disciplined if he/she did not comply with the requirements of this policy regarding use of prescription medications.
3. If an alcohol or drug test is positive for alcohol or drugs, the City shall immediately conduct an investigation to gather all facts. Any decision to discipline or discharge will be made at the earliest possible time and shall be carried out in conformance with applicable discipline procedures.
4. Any employee who tests positive for drugs and or alcohol is subject to follow up random testing over the 12 month period following the positive test. There will be at least two random follow up tests during the 12 month period.

#### I. CONFIDENTIALITY

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

plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

J. HOLD HARMLESS CLAUSE

The City agrees to indemnify, defend and hold PPOA harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.



### EXHIBIT III

#### **Protective Vests/Body Armor Replacement**

1. The approved protective vest will be rated as a Level II or IIA or above.
2. The employee may receive a replacement vest or reimbursement for the purchase of a protective once every five years.
3. Reimbursement will not exceed \$920.00 for any one purchase or the cost of the vest, whichever is less.
4. Process for Use of Contract Vendor

If the employee chooses, he/she may elect to request the vest currently offered by the Department through its contract vendor. The vest will be of the same standard and quality as prescribed for reimbursement. The employee shall submit a Uniform Replacement Request form along with documentation substantiating the age of the vest being replaced to their Chair of the Equipment Committee. Upon approval by the Chair of the Equipment Committee, the Request will be transmitted to the Records Section, processed and forwarded to the contract vendor for the price difference at the time of ordering the vest.

If the employee chooses to obtain the protective vest, the price of which exceeds \$920, the employee shall pay the contract vendor for the price difference at the time of ordering the vest.

5. Process for Employee Reimbursement

An employee may choose to purchase a replacement vest and request reimbursement. The employee shall submit a Uniform Replacement Request form along with the receipt for the purchase of the protective vest and documentation of the age of the vest being replaced. The Section Administrator will verify the purchase and forward the receipt to the Chair of the Equipment Committee for approval.

Upon approval, the employee will be advised that reimbursement has been approved by the Chair of the Equipment Committee. A copy of the approved request will be forwarded to the Records Section for review for five year compliance and processing for reimbursement to the employee.

6. If the employee cannot produce a record of the purchase of the vest being replaced that documents the five year requirement, the Section Administrator may, at his/her discretion, approve the replacement request with an explanation.

7. If the request for a replacement vest is made due to the premature wear or damage, the Section Administrator will assure that an explanation or a police report describing the nature of the damage or wear is attached to the Uniform Replacement Request.

## EXHIBIT IV

### **Corporal Classification**

#### **PREAMBLE**

A. The PPOA, a recognized employee organization and the City of Pasadena, a Public Agency, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement upon this Exhibit IV to the above MOU. Said Exhibit shall be as follows:

1. CLASSIFICATION TITLE

The investigator classification shall be re-titled as corporal. Corporals shall be assigned to the same salary range and steps as is the present investigator classification. (It shall also be provided that the employee assigned as Chief Helicopter Pilot, shall be compensated at the corporal range regardless of the assignment not resulting from a test, but rather, from appointment in the Chief's sole discretion).

2. DEFINITION OF CORPORAL CLASSIFICATION

The police corporal performs general policing duties, but occupies a quasi-supervisory role as dictated by command and control policies and procedures. The corporal investigates criminal offenses, serves as team leader in various policing functions throughout the Police Department, and performs other duties unspecified herein as required.

3. ESSENTIAL FUNCTIONS

The functions of any individual police corporal shall be defined by the division of assignment. A non-inclusive description of available essential functions are:

- a) Assignment of corporals to any division, section, and unit shall be based upon operational needs as determined by the Department.
- b) Corporals may function as team leaders within individual service areas.
- c) Corporals shall be regarded as senior to individuals occupying the police officer classification, in terms of authority and responsibility.
- d) Unless tactical circumstances warrant, corporals will not typically be assigned as handling units for priority 1 and 2 calls.

- e) Unless tactical circumstances warrant, corporals will not typically be assigned priority 3 and 4 radio calls.
- f) When assigned to investigative services, corporals shall function in the role of detective within the accepted definitions of said assignments.
- g) Both corporals and police officers assigned to investigative services shall be referred to as DETECTIVE.
- h) Corporals may be assigned as either section or unit leaders.
- i) In addition to corporals, individuals who on the date of commencement of a sergeant's promotional examination have, or will have completed ten (10) consecutive years of service classified as a sworn peace officer, the last five (5) years of which was served as a sworn police officer in the employ of the City of Pasadena, shall be permitted to participate in a sergeant's promotional examination.
- j) Immediately prior to commencement of the meet and confer process for the 1998-99 fiscal year (and thereafter), the corporal classification consisted of an authorized compliment of thirty-one (31) positions. The thirty-one (31) positions were supplemented by six (6) authorized police officer classifications whereby police officers could serve a maximum of two (2) continuous years in a corporal assignment. Said "rotational" police officers would commence compensation at Step 4 of the investigator salary scale, with an adjustment to Step 5 after completion of a six-month probationary period. Accordingly, immediately prior to commencement of this meet and confer process, thirty-seven (37) paid positions were authorized for investigator assignments (31 individuals classified as investigator, plus six rotational police officers compensated at various investigator steps).

Although the parties acknowledge that no binding representation can be made as to the number of authorized paid corporal positions which will exist during the term of a successor Memorandum of Understanding, it is the intent of management to seek authorization to maintain thirty-six (36) authorized and paid corporal positions.

In addition to seeking authorization to maintain thirty-six (36) authorized and paid corporal positions, the Department may provide for up to six (6) rotational police officer classification assignments which may be assigned to perform corporal duties in any division, section or unit. Notwithstanding, the Department recognizes that specific assignments require a degree of expertise and training, making those positions not

suitable for rotational officer assignment. They include homicide, sexual assaults, and credit card forgery and fraud crimes. Those specific corporal assignments will not be filled with rotational officers. Rotational officer assignments shall generally be for a period of one year. Except as described herein, no such assigned "rotational" police officer shall receive any base salary increment to his/her police officer classification base salary, as it may from time to time exist during the rotational assignment.

Reassignment of a rotational officer prior to, after, or simultaneous with the completion of a one-year rotational assignment shall be the result of either an agreement of the rotational officer and the Department, or as a result of the Department's unilateral determination, regardless of the reason for said determination. In any case where the reassignment is the result of the Department's unilateral determination, the assignee shall have the option of convening a meeting with the Chief of Police to seek modification of the Department's decision. The meeting with the Chief of Police shall be governed by procedures applicable to meetings governed by the case of *Skelly v. State Personnel Board*. Accordingly, this shall not be an evidentiary, trial-type administrative hearing, there shall be no right to subpoena documents for witnesses, there shall be no rights to discovery, although the Department shall provide the subject employee with a written explanation for the Department's determination. The subject employee may exercise this option by serving the Office of the Chief of Police with a written request for such a meeting, not later than five (5) calendar days after receipt by the employee of notice of the intended reassignment. The requested meeting with the Chief of Police shall be conducted not later than five (5) calendar days after the written request for the meeting is served. The determination of the Chief of Police shall be final, and there shall be no other administrative process, by which to contest the Chief's determination. It is agreed that the appeal process described herein for the rotational officer positions complies with the "administrative appeal" provisions of Government Code Section 3304(b). However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

Assignment to the rotational position shall be at the discretion of the Department, following completion of an in-house interview process to be conducted and staffed as determined by the Department. Neither the examination process nor the results thereof shall be subject to any administrative appeal process or challenge. However, eligibility to participate in the rotational interview process shall be limited to those individuals classified as police officers who have at the time of the

interview, completed three (3) consecutive years of service classified as a sworn peace officer, the last two (2) years of which were served as a sworn police officer in the employ of the City of Pasadena. However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

4. ADDITIONAL MODIFICATIONS TO TERMS AND CONDITIONS AFFECTING INVESTIGATOR CLASSIFICATION

In addition to the above changes in terms, conditions and title of the investigator position, the following changes shall be implemented regarding the newly titled "corporal" position:

- a) Unless otherwise specifically provided for in the MOU, corporals assigned to any division, section or unit shall likewise receive no assignment-related premium compensation over and above the base salary assigned to said corporal's pay-step within the corporal range.
- b) Prior to and during the meet and confer process for the 1998-99 fiscal year and thereafter, six (6) individuals classified as a police officer, have been and are assigned to perform rotational duties in the investigative services division. Pursuant to the 1996-98 MOU, said police officers are receiving premium compensation at Steps 4 and/or 5 of the corporal (investigator) salary range. Any such police officers assigned to perform rotational duties in the investigative services division on the date that this MOU is adopted by the City Council shall continue to receive said premium compensation for the duration as their rotational duty assignment. Any individual classified as a police officer who is assigned to perform rotational duties after the adoption date of this MOU shall receive no premium compensation, and instead shall be compensated at the base salary level attendant to the classified position of police officer.