

Attachment No. 1



SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF PASADENA

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 501

This Side Letter of Agreement (“Agreement”) between the City of Pasadena (“City”) and Local 501 International Union of Operating Engineers (“IUOE”) (collectively “Parties”) is entered into with respect to the following:

WHEREAS, the parties recently negotiated a successor Memorandum of Understanding (“MOU”) for the period of July 1, 2014 through June 30, 2017; and

WHEREAS, during the negotiations for their MOU the parties modified the provision on overtime meals contained in Article 12, paragraph N of their MOU, and

WHEREAS, the parties now wish to modify their MOU on the subject of overtime meals so that this Agreement will become the parties’ agreement at the beginning of the pay period following City Council approval of this Agreement and will then be incorporated into the MOU when the parties negotiate for a successor MOU; and

WHEREAS, the following memorializes the parties’ agreement:

- 1) The parties agree that Article 12(N) of the parties’ MOU (just below) is replaced with a new Article 12(N) which is set forth below the current provision:

Current Article 12(N) of the parties' MOU which is replaced with the provision below:

N. Overtime Meals

1. Meal Reimbursement

Effective with City Council approval of this MOU, for meals which are reimbursed by the City as provided in each of the three situations below, employees are required to provide receipts for the meals to be reimbursed. No reimbursement will be provided for gratuities provided by any employees. Only reimbursement (for food and drink intended to be consumed during that meal) will be provided up to fifteen dollars (\$15.00) per meal.

- a. Call-in - When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal.
- b. Carry-over - When an employee is required, to work two (2) hours or more beyond regular work hours, he shall be given the opportunity to secure a meal. Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such subsequent meals shall be reimbursed as well. The intent, therefore, is the City may provide the opportunity for two meals to be taken at City expense in the case where an employee unexpectedly works eight hours beyond the regular shift.
- c. Scheduled Overtime - When an employee is required to perform pre-arranged work two (2) hours or more before regular work hours on a regular work day and continue to work into their regular work hours, they shall be provided with a meal and reimbursed as described above. When an employee is required to perform prearranged work on a day off, meals shall be at employee's expense and paid for or reimbursed by the City.

New Article 12(N) of the parties' MOU which replaces the provision above effective on the first day of the pay period following City Council approval of this Agreement

N. Overtime Meals

1. Meal Allowance

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

2. Call-in - When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal. A meal allowance shall be paid for by the City at a flat rate of \$16.00 per meal.

2. Carry-over - When an employee is required, to work two (2) hours or more beyond regular work hours, he shall be given the opportunity to secure a meal. The City shall provide the employee a meal allowance paid for by the City at a flat rate of \$16 per meal. Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such subsequent meals shall be at a are provided a flat rate of \$16 meal allowance. The intent, is the City may provide the opportunity for two meals to be taken and paid for at \$16 per meal in the case where an employee unexpectedly works eight hours beyond the regular shift.

4. Scheduled Overtime - When an employee is required to perform pre-arranged work two (2) hours or more before regular work hours on a regular work day and continue to work into their regular work hours, they shall be provided with a meal. The City shall pay a meal allowance for the employee at a flat rate of \$16 per meal. When an employee is required to perform prearranged work on a day off, meals shall be at employee's expense.

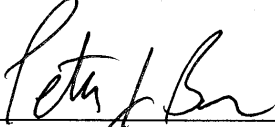
FOR THE CITY OF PASADENA

Michael J. Beck
City Manager

Date

Kristi Recchia
Director of Human Resources

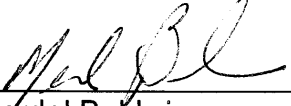
Date



Peter J. Brown
Labor Negotiator


Date MAY 7, 2015

FOR INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501



Mardel Baldwin
Chief Steward

Date MAY 7, 2015



Gavin Koon
Business Representative

Date 5/4/2015