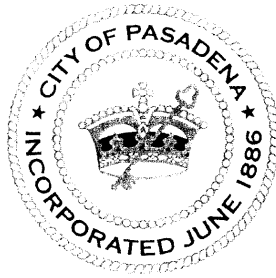


# ATTACHMENT 1



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF PASADENA**

**AND**

**PASADENA MANAGEMENT ASSOCIATION**

**October 19, 2015 – June 30, 2018**

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**ARTICLE 1 PREAMBLE**

- A. The Pasadena Management Association, a recognized employee organization, and the City of Pasadena, have met and conferred on the terms of this Memorandum of Understanding (MOU) and reached a mutually acceptable agreement.
  
- B. It is the intent and purpose of this MOU to set forth the total and complete understanding and agreement between the parties regarding the matters set forth herein. All present rules covering matters within the scope of representation shall remain in full force and effect unless inconsistent with the provisions of this MOU. No presently established past practices on matters within the scope of representation shall be altered unless the City has given notice and met and conferred with the Association.

**ARTICLE 2 RECOGNITION**

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act and provisions of Employer-Employee Labor Relations Resolution No. 555, the City acknowledges the Pasadena Management Association (hereinafter referred to as PMA or Association) as the exclusive 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 PMA.

**ARTICLE 3 TERM**

This MOU shall be in effect from October 19, 2015 through June 30, 2018.

**ARTICLE 4 MANAGEMENT RIGHTS**

It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.

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) schedule, transfer, assign and 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 City operations; (8) determine the methods, means and personnel by which City 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) require overtime; (12) exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of these rights does not eliminate PMA's right to meet and confer over any substantive impact these decisions have had on wages, hours and other terms and conditions of employment.

**ARTICLE 5      ASSOCIATION RIGHTS AND REPRESENTATIVES**

The City agrees to recognize and deal with an appropriate number of officers, so that each employee in the bargaining unit will have reasonable access to a representative. No officer other than the President, 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 their alternates, will be given whenever such changes occur.

Association representatives shall notify their supervisor before engaging in Association business during regular working hours. Individuals serving as Association representatives shall be responsible for the full completion of their regular work load.

The Association President and designee approved by the Association Board of Directors shall be granted reasonable on-duty time to accomplish general Association business. The Director of Human Resources shall be informed of unusual Association business requirements.

All Association activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

**ARTICLE 6      BULLETIN BOARDS**

Space shall be provided on City bulletin boards at their present locations for

Association posting of notices and bulletins of the following types:

- a. Notices of Association recreational, social affairs, and related Association business news;
- b. Notices of Association elections; provided that this shall not include campaign material;
- c. Notices of Association appointments and results of Association elections;
- d. Notices of Association meetings;
- e. Association constitution, by-laws, and proposed amendments thereto;
- f. Such other notices as may be mutually agreed upon by the Association and the Director of Human Resources.

All materials posted on bulletin boards shall 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 City, and the material must not contain anything that would identify it as such.

In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Director at the time of their posting. In the event objectionable material is posted, the City Human Resources Director will so inform the Association representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.

The Association shall not post, nor authorize its members to post, any material anywhere upon the City's property except as provided in this Article. 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.

Excluding lunch and rest periods, in no case will the distribution of literature at the workplace of employees be allowed during regular working hours.

## **ARTICLE 7    NON-DISCRIMINATION**

The provisions of the MOU shall be applied equally to all employees and the City and the Association agree that they shall not unlawfully discriminate on any basis

that is protected by law. Any violation of this provision shall be subject to immediate correction.

## **ARTICLE 8 ASSOCIATION SECURITY**

- A. Upon proper authorization from the employee the City shall deduct Association dues from employee paychecks.

The Association shall indemnify and hold harmless the City, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.

### **B. AGENCY SHOP**

The term "agency shop" means that every employee represented by this Unit , shall as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee; or pay a sum equal to the Agency Shop Fee to a non-religious and non-labor charitable fund exempt from taxation under Section 501C (3) of the Internal Revenue Service Code.

#### **1. Religious Objections**

An employee, who is a member of a bona fide religion, or body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Association. Upon request, such employee may be required to provide verification of such affiliation. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501C(3) of the Internal Revenue Code selected by the Association.

#### **2. Agency Shop**

It is mutually agreed by the parties that this Unit is an agency shop Unit.

#### **3. Rescission**

It is mutually agreed by the parties that Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit. There shall be only one election



during the term of this agreement.

#### 4. Association Responsibilities

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant. The Association certifies to the City that within four (4) months of the adoption of this agreement by the parties, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Shop Fees payers to meaningfully challenge the propriety of the uses to which Agency Shop Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1 AFT, AFL-CIO, et al. v. Hudson* 106 S. Ct. 1066 (1986).

#### 5. Implementation

Any employee hired by the City subject to this MOU on or after the date of implementation of this Article shall be provided a notice advising that the City has entered into an Agency Shop agreement with the Association and that all employees subject to the MOU must either join the Association, or pay a Fair Share Fee to the Association; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Association dues, Fair Share Fees, or execution of a written declaration claiming a religious exemption from this requirement. Said employees shall have thirty (30) calendar days following the initial date of notice of employment to fully execute the authorization form of his/her choice and return said form to the Association or departmental payroll office.

Whenever a unit member is delinquent in the payment of dues or fees, the Association shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Human Resources Director. In the event the unit member fails to cure said delinquency, the Association shall request, in writing that the City either implement the agency fee or initiate termination proceedings. The Association shall provide the City with any and all documentation in its

possession which will help to sustain the termination.

6. Indemnification Clause

The Association agrees to indemnify and hold the City of Pasadena harmless from any liabilities of any nature which may arise as a result of the application of provisions of this Article.

**ARTICLE 9 NO STRIKE**

During the term of this MOU and extending through the exhaustion of impasse procedures, 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 10 SAVINGS CLAUSE**

Should any part of this MOU be rendered or declared illegal or invalid by a court, administrative agency with jurisdiction or by a change in legislation, such invalidation shall not affect the remaining portions of this MOU.

**ARTICLE 11 SALARIES**

- A. Effective October 19, 2015 all unit employees employed on this date, will receive a one-time percentage based off-salary schedule payment equal to 1% of annual base pay. To the extent permitted by law, this pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(1) Off Schedule Salary pay.
- B. Effective the beginning of the pay period that includes November 16, 2015, the salary control rate for unit classifications will be increased by 3%. Unit members will have their salary increased by 3% up to the maximum control rate.
- C. During the week of May 2-6, 2016, the parties will reopen the MOU to meet and confer on the issue of salary increases for fiscal year 2017. This reopener is conditioned upon significant progress toward completion of the classification study with the understanding that portions not completed by July 1, 2016 will be deferred for further consideration in connection with the following year's reopener.

D. During the week of May 1-5, 2017, the parties will reopen the MOU to meet and confer on the issue of salary increases for fiscal year 2018.

E. Anti-Compaction Pay - When the maximum salary for a classification covered under this MOU is less than ten percent (10%) above the maximum salary of a subordinate classification, the Assistant City Manager (City Attorney and City Clerk, when applicable) may grant anti-compaction pay in an amount that will establish a ten percent (10%) differential. The decision to grant anti-compaction pay is discretionary and not subject to the filing of a grievance.

Completion of an Anti-Compaction Pay Authorization form will be required to identify the compaction issues that warrant such pay. Individuals receiving anti-compaction pay will be reviewed not less than annually to determine if the pay should continue.

F. The salaries of classifications represented by the Association are listed in Exhibit I.

## **ARTICLE 12 CLASSIFICATION STUDY**

Following the approval of the MOU by City Council, the parties agree to meet and confer to complete the classification study and consider a step based salary range with the intent of completing and implementing the results no later than July 1, 2016. The parties may elect to implement the results in phases between approval of the MOU and July 1, 2016.

A. The parties agree that the comparison agencies include Anaheim, Burbank, Glendale, Irvine, Long Beach, Oxnard, Riverside, Santa Monica and Torrance.

B. Compensation alignment will target the 50-65<sup>th</sup> percentile with consideration given to supervisor/subordinate differentials, recruitment/retention, and internal equity factors (such as minimum qualifications).

## **ARTICLE 13 WORK SCHEDULES**

### **A. Work Schedules**

Employees in this Unit shall be assigned to work either the 5/40 or 9/80 work schedules. For employees assigned to a 5/40 work schedule, their workweek shall begin on Sunday at 12:00 a.m. and go through Saturday at 11:59 p.m. For employees who are assigned the 9/80 work schedule, their workweek shall begin

exactly four hours after the start time of their shift on their alternating regular day off and shall end exactly 168 hours later. Department heads may change work schedules as needed for operational efficiency.

#### **B. FLSA Exempt Employees**

1. Except as set forth in sub-section 2 below, regular full-time employees in FLSA exempt classifications may be required to work extended hours in excess of their normal forty-hour per week work schedule as part of their regular compensation.
2. The City Manager, or his/her designee, may at his/her discretion and upon recommendation of a department director, approve (in advance) overtime at straight time base pay or time and one-half base pay for exempt employees. Overtime will only be considered due to significant staff shortages, the need for staffing due to extraordinary circumstances, or to provide service to the public that requires mandatory staffing.
3. Regular full-time employees in the classifications of Power Distribution Crew Supervisor, Power Plant Mechanic Crew Supervisor, Water Systems Crew Supervisor, Electrical Mechanic Crew Supervisor, and Public Works Crew Supervisor I and II who are assigned with department head approval to work overtime (working in excess of 40 hours in a workweek) are eligible to receive time and one-half of their base rate of pay for the approved overtime hours that are worked. These FLSA exempt employees, who receive time and one-half for overtime worked, are not eligible to receive management time off hours.

#### **C. FLSA Non Exempt Employees**

1. Non-exempt employees may be required to work beyond 40 hours in a week. If required to do so, they must have permission from their department head or designee in advance.
2. In those instances where such employees are assigned to work in excess of 40 hours in a workweek (leave use does not count as hours worked), such employees may request to be compensated with either compensatory time off at time-and-a-half, or paid overtime at time-and-a-half their base rate. Department heads retain the sole discretion in granting the request to accrue CTO or paying the overtime as it is worked. Compensatory time-off may be accrued to a maximum of 120 hours.

3. If an employee is receiving overtime pay for any hours worked, the employee may not receive additional overtime or premium rate payments for the same hours.
4. An employee who is promoted shall have his/her compensatory time off cashed out at his/her rate of pay prior to the promotion.

**D. Prior Agreements on Work Schedules**

It is understood that the provisions of Article 13 Work Schedules replace any and all existing side letters, settlement agreements, written offers, understandings and practices regarding the payment of overtime.

**ARTICLE 14 SPECIAL ASSIGNMENT PAY**

**A. Bilingual Pay**

Regular full-time employees in the unit may be eligible to receive bilingual pay of \$75 per month under guidelines established in the Bilingual Incentive Program provisions of the City's Manual of Personnel and Administrative Rules.

Upon request of an employee, the department head will determine if a need exists for bilingual skills in the employee's assignment and will determine whether to recommend the employee for bilingual testing and pay. Employees recommended will comply with the City's bilingual policy.

The parties agree that to the extent permitted by law, bilingual pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay as bilingual premium.

**B. Senior Helicopter Mechanic Inspection Pay**

Senior Helicopter Mechanics who possess a Federal Aviation Administration Inspection Authorization and perform inspections on aircraft shall receive five percent (5%) paid on a biweekly basis as a percentage of base pay.

**ARTICLE 15 Vacation**

- A. Effective beginning with the pay period that includes January 1, 2016, vacation accrual and maximums will be provided as follows:

<b>Years of continuous service</b>	<b>Hours accrued per pay period</b>	<b>Annual Accrual</b>	<b>Vacation Maximum Accrual</b>
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

- B. New employees may be provided with an initial vacation allotment of up to forty (40) hours of vacation with City Manager (City Attorney or City Clerk, when applicable) approval as long as the initial vacation allotment and the annual accrual does not exceed the vacation earned by the individual's prior employment.
- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum. If an employee has requested to use vacation and the request has been denied resulting in the employee reaching his/her maximum, the City Manager may authorize a cash out of vacation up to a maximum of forty hours.
- D. Employees who use forty hours of accrued leave (e.g., vacation, floating holiday or management time off) in the prior calendar year are allowed to cash out up to eighty hours of vacation once per calendar year at the base hourly rate of pay.
- E. Vacation use is subject to supervisor/department head approval.
- F. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck. Upon separation, employees can submit a 457 deferred compensation form requesting some or all of the leave cash out be deferred into the 457 plan (subject to annual plan maximum).

## ARTICLE 16 HOLIDAYS

- A. The following eleven days shall be observed as holidays:
1. January 1;
  2. The third Monday in January;
  3. February 12;
  4. the third Monday in February;
  5. the last Monday in May;
  6. July 4;
  7. The first Monday in September;
  8. The Monday or Friday closest to November 11 (if on a Wednesday, the holiday shall follow the City Hall calendar set by the City);
  9. The fourth Thursday in November;
  10. The day following the fourth Thursday in November; and
  11. December 25
- B. Holidays have a value equal to the regularly scheduled hours of work on the day the holiday is observed.
- C. If any of the foregoing holidays fall on a Friday that is the employee's regularly scheduled day off, the holiday hours will be added to the floating holiday bank in the pay period that the holiday occurs. If any of the foregoing holidays fall on a Saturday, the holiday will be observed on the preceding Friday. If the preceding Friday is a regularly scheduled day off as identified as the 9/80 plan closed Friday, the holiday hours will be added to the floating holiday bank in the pay period that the holiday occurs. If any of the foregoing holidays fall on a Sunday, the holiday will be observed on the following Monday.
- D. All employees will receive nine floating holiday hours with the first paycheck in January. Floating holiday accrual is capped at fifty-four (54) hours. Should an individual be at the accrual maximum, no additional floating holiday hours will be granted until such time as the accrual is below fifty-four (54) hours.
- E. Use of floating holiday time is subject to supervisor/department head approval.
- F. 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.

## ARTICLE 17 LEAVES OF ABSENCE

### A. Sick Leave

1. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments.
2. Every employee who is unable to report to work for his/her scheduled shift because of a need to use sick leave, shall either call, or have someone call his/her supervisor preceding the time he/she is scheduled to report to work to report 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 department head or his/her designee has the authority to approve sick leave for department employees.
4. Employees requesting to use sick leave for four consecutive business days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for an immediate family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or immediate family member, and presented to the employees' supervisor before returning to work.
5. Employees who, while on vacation, become ill/injured and who provide a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of four days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the department head.
6. Sick Leave Accrual

Effective January 1, 2016 sick leave will accrue as follows:

- a. Employees are eligible to accrue on a per pay period basis, up to eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
- b. Employees who retire from the City may convert up to 2080 hours of accrued and unused sick leave to CalPERS service credit.



- c. Each calendar year, employees may use up to one-half of his/her annual accrual (40 hours) for family sick leave purposes (for family members as identified in California Labor Code Section 233). Employees may also use up to three days of sick leave per fiscal year to care for a grandparent, grandchild, sibling or parent-in-law per Labor Code Section 246.
- d. Effective January 1, 2016, employees with unused extended or reserve sick leave will have those hours transferred to the sick leave accrual bank. The reserve and sick leave banks will then be eliminated. Upon promotion to a classification represented by PMA, employees who have reserve or extended sick leave will have those hours transferred to the accrued sick leave bank (up to the 2080 max) and then those banks will be eliminated.

#### **B. Workers' Compensation Leave**

- 1. The City will comply with the workers' compensation laws of the State of California.
- 2. If eligible, FMLA/CFRA runs concurrently with workers' compensation leave.
- 3. In addition to the benefits provided under the law, for workers' compensation claims which have been accepted for payment by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to the annual base pay of the employee (less any required state and/or federal taxes). Claims that have been denied are not eligible for this benefit.
- 4. Supplemental payments will begin from the date of accepted injury and will continue for a period of time not to exceed six (6) months. Employees who may return to work with work restrictions and who are offered modified/light duty which is consistent with the employee's work restrictions, as determined by his/her treating physician or workers' compensation physician will discontinue receiving supplemental payments.
- 5. If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full six (6) months of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness, the employee will be eligible for supplemental payments not to exceed a cumulative total of six (6) months for the same injury/illness.

### **C. Bereavement Leave**

Employees absent from work due to the death of an immediate family member (spouse, child, step-child, parent, grandparent, brother, sister, parent of spouse, or domestic partner) may receive regular compensation for a maximum of three days. Three working days shall be defined as three regular work days under the employee's regular work schedule. Under special circumstances, the department head may, within his/her discretion, authorize bereavement leave for the death of an individual not specified as an employee's immediate family member, as herein defined. Three days bereavement is provided separate from sick leave provisions.

### **D. Witness Leave**

1. An employee who is subpoenaed to appear in court as a witness shall be deemed to be on a leave of absence. With approval of the employee's department head or City Manager, the employee shall be granted leave with pay during the required absence.
2. Witness leave shall not be granted for time spent on cases in which the employee is party to the action.

### **E. Military Leave**

Military leave will be granted and paid in accordance with law.

### **F. Management Time Off (MTO)**

1. For calendar years beginning in 2016, FLSA exempt employees shall receive forty (40) hours of Management Time Off with the pay period that includes January 1<sup>st</sup> of each calendar year. The department head may (within his/her discretion not subject to being grieved or challenged) grant additional MTO hours up to a maximum of eighteen (18) hours in a calendar year. MTO hours cannot exceed fifty-eight (58) hours. Upon reaching the maximum of fifty-eight hours, no additional MTO may be granted. MTO hours may be used in hourly increments. At the time of separation, earned but unused MTO hours will be paid with the final paycheck at the employee's hourly base rate of pay.
2. New employees and/or those promoted to a PMA exempt classification will

receive an initial pro-rated amount of MTO based on date of hire as follows:

- Individuals hired/promoted January 1-March 30<sup>th</sup> receive 40 hours
- Individuals hired/promoted April 1 – June 30<sup>th</sup> receive 30 hours
- Individuals hired/promoted July 1 – September 30<sup>th</sup> receive 20 hours
- Individuals hired/promoted October 1 – December 31<sup>st</sup> receive 10 hours

3. Use of management time off is subject to supervisor/department head approval.

#### **G. Family Leave**

The City will comply with the provisions of the Federal Family and Medical Care Leave Act as well as the State of California Family Rights Act. The City will maintain a policy which employees may access which sets forth all of their rights and obligations under the laws as well as post the required posters setting forth the major provisions of the laws.

#### **H. Maternity Leave**

1. 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.
2. 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.
3. An employee may request that all or part of their earned sick leave, vacation time or other accrued leave 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 return to work.
4. The leave provided in this section will run concurrently with Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal

Family Medical Leave Act (FMLA) when applicable.

5. Maternity leave will be eliminated as of January 1, 2016. Following that date, employees are eligible for benefits pursuant to Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical Leave Act (FMLA), when applicable, for purposes of parenthood leave (e.g., pregnancy, childbirth, adoption, or foster care placement). Pregnancy Disability Leave (which runs concurrently with FMLA) provides for up to four months of leave for pregnancy disability (with health insurance paid for during such leave). CFRA provides the right to take up to an additional 12 weeks of leave (for up to one year after the birth, adoption or placement of a child in foster care) for caring for a newborn child, an adopted child or a child placed in the home for foster care. The department head may grant additional unpaid leaves of absence, with no additional benefits, for an additional period of up to four months for parenthood leaves (including employees of both genders) when such leave will not have a detrimental effect in maintaining operational needs.

#### **I. Accrued Leaves – Part-time Members**

Part-time bargaining unit members working twenty (20) hours a week or more shall be entitled to vacation, sick, and management time off on a pro-rata basis. That is, members working twenty-five (25) hours per week would accrue leaves at the rate of 62.5% of a full-time employee. Members working thirty (30) hours per week would accrue leaves at 75% of the rate of full-time employees, etc.

#### **J. Jury Duty Leave**

1. If a member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
2. There will be no reduction in pay for a unit member who is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court with four or more hours remaining on his/her shift, the employee will report for duty as soon as possible and work the balance of the shift. By returning to work, the employee will receive a full day's pay, and shall pay to the City any amount received from the court for the jury duty, excluding mileage. Exempt employees who can work from a location other than their

primary work location may request authorization from his/her department head to work the remainder of the day in an alternate location.

3. In those cases in which the employee is not released by the court with four or more hours remaining on his/her shift, the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City any amount received from the court for jury duty, excluding mileage.
4. Employees will submit proof of jury service to his/her supervisor.

#### **K. Compensatory Time**

For future promotions to exempt PMA represented classifications, those employees will be required to cash out any accrued and unused compensatory time off at rate of pay of the classification immediately prior to appointment to the PMA classification. Exempt employees in PMA are not eligible to earn compensatory time off.

#### **L. Partial Day Absences**

1. FLSA exempt employees who are absent from work for three hours or more of their regularly assigned work schedule are required to utilize appropriate leave time to cover the absence. If accrued leave is unavailable, the time will be recorded as leave without pay.
2. Non-exempt employees must account for all regularly scheduled hours with work or leave.

### **ARTICLE 18 REST PERIODS**

- A. Employees shall be permitted to take two 15-minute rest periods per day. The first rest period shall occur in the first half of the employee's shift and the second rest period shall occur during the second half of the employee's shift. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes. Rest periods must be coordinated not to adversely impact department operations.
- B. Rest periods may not be accumulated, added to a lunch hour, taken before the day begins, to leave work early or added to any form of leave.

### **ARTICLE 19 EMPLOYEE BENEFITS**

**A. Life Insurance**

The City will provide life insurance and accidental death and dismemberment coverage for unit members. The policy is \$75,000 for each employee.

**B. Dental Care Program**

The City will contribute 100% of the employee only PPO premium towards a dental care program as provided by the City of Pasadena. For employees who cover a dependent, the City will contribute up to an additional \$80.00 per month toward the dental care premium. At no time will the City contribute more than 100% of the premium for whatever dental care is chosen.

**C. Health Insurance/Employee Option Benefit Fund (EOBF)**

The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBF allowance.

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

For calendar year 2015, the EOBF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,304.13
Tier 2:	Employee +1	\$1,304.13
Tier 3:	Employee +2	\$1,346.46

Effective January 1, 2016, the EOBF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,304.13
Tier 2:	Employee +1	\$1,304.13
Tier 3:	Employee +2	\$1,413.96

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 2015 allowance. The allowance includes the PEMHCA minimum.

New employees hired by the City on or after January 1, 2016, will receive an EOBFF 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).

Individuals employed by the City as of December 31, 2015 who elect to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$1,304.13 per month which will be designated to the employee's deferred compensation account. Employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

Effective January 1, 2016, new employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF 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 EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

#### **D. Long Term Disability**

1. The City will provide basic long-term disability (LTD) coverage for employees. The City will pay the premium for the LTD plan.
2. The City will make available supplemental LTD coverage, which employees may purchase at their expense.

#### **E. Tuition Reimbursement**

Full-time employees pursuing an Associate 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 one thousand dollars (\$1,000) per fiscal year. Upon presentation of receipts and grade cards (for which the employee must receive a grade of at least a "C" or better), 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.

**F. Licenses & Certifications**

Upon mutual agreement, employees may be reimbursed for specified licenses/certificates. A sum of \$3,000.00 per fiscal year is hereby set aside and will be used to pay for any approved licenses/certificates renewed or obtained annually on a first come basis.

**G. Professional/Personal Development Allowance**

Employees are eligible for an annual lump sum payment of \$750 included with the second paycheck in March beginning in 2016. This allowance is designed for professional and/or personal development and may be used at the employees' discretion. This allowance is taxable and is not reported to CalPERS as special compensation.

**H. Car Allowance**

Upon the recommendation of an employee's department head, the City Manager, (City Clerk or City Attorney for employees who report to these individuals) may authorize, on an individual basis, a car allowance in an amount not to exceed \$275 per month for Mid-Management and Professional employees and \$300 per month for Top Management employees for individuals who regularly drive during the work day as part of his/her regular duties or who may be required to respond to frequent calls to return to work during off-duty hours. Individuals receiving a car allowance are not eligible for mileage reimbursement.

**I. Mileage Reimbursement**

The City will provide reimbursement to employees for use of their personal vehicle for authorized work related travel. Such reimbursement shall be equal to the rate allowed for tax deduction by the IRS for unreimbursed employee business expenses for the applicable calendar year.

**ARTICLE 20 RETIREMENT**

- A. Retirement benefits shall be provided as currently specified under the City of Pasadena's contract with the Public Employees' Retirement System.
- B. Unit members employed by the City of Pasadena on or before December 31, 2012 and employees hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or are members of an agency with



reciprocity, are provided the following retirement benefits:

1. Miscellaneous 2.5% @ 55 benefit formula.
  2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  3. Unit members employed by the City prior to July 1, 1984 have a one year final compensation period.
  4. Employees pay 8% of the employer rate as cost-sharing in accordance with Government Code section 20516(f). The City pays and reports the value of Employer Paid Member Contributions as 8%.
  5. Effective the pay period that includes January 1, 2016, employees pay the 2% employee/member contribution on a pre-tax basis and 6% of the employer rate as cost-sharing in accordance with Government Code section 20516(f). The City reports the value of the member contribution as 6%.
  6. Effective the pay period that includes January 1, 2017, employees pay 4% employee/member contribution on a pre-tax basis and 4% of the employer rate as cost-sharing in accordance with Government Code section 20516(f). The City reports the value of the member contribution as 4%.
  7. Effective the pay period that includes January 1, 2018, employees pay 6% employee/member contribution on a pre-tax basis and 2% of the employer rate as cost-sharing in accordance with Government Code section 20516(f). The City reports the value of the member contribution as 2%.
  8. Effective the pay period that includes January 1, 2019, employees pay 8% employee/member contribution on a pre-tax basis and 0% of the employer rate as cost-sharing in accordance with Government Code section 20516(f). The City reports the value of the member contribution as 0%.
- C. Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013, are provided the following retirement benefits:
1. Miscellaneous 2% @ 62 benefit formula.

2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  3. Employees will pay 8% or one-half of the total normal cost, whichever is greater. If half the normal cost is below eight percent (8%), the difference (to get to 8%) is paid as cost sharing in accordance with Government Code section 20516(f).
- D. The City contracts for the following optional benefits which apply to all employees:
1. 1959 Survivor Benefit Level 4 (Section 21574)
  2. Pre-Retirement Option 2W Death Benefit (Section 21548)
  3. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
  4. \$500 Retired Death Benefit (Section 21620)
  5. 2% Annual Cost of Living Allowance Increase (Section 21329)
  6. Unused Sick Leave Credit (Section 20965)
  7. Military Service Credit (Section 21024)

**ARTICLE 21    MOVEMENT THROUGH THE SALARY SCHEDULE**

An individual is eligible for movement within the established salary range during the annual performance evaluation process as determined by his/her supervisor and with approval of his/her department director. During the annual performance evaluation process, an individual demonstrating the ability to consistently meet expectations for the position which results in accomplishments achieved during the review period are eligible for salary increases up to the control rate. Salary adjustments should not exceed 3% of annual base pay at any one time, nor occur more frequently than once every twelve months. Salary adjustments up to a maximum of 5% per year may be granted with approval from the City Manager or Assistant City Manager (City Attorney and City Clerk, when applicable).

**ARTICLE 22 DISCIPLINE**

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: verbal and written reprimands, suspension, reductions within salary range, demotion and termination.

**ARTICLE 23 GRIEVANCE**

**A. Definition**

1. Grievance - A dispute between an employee or employees and the City regarding an interpretation or application this MOU, or of the 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. The Association may also file a grievance.
2. An employee may select one of the following methods of representation. The employee may:
  - a. Be self-represented
  - b. Be represented by another person
  - c. Be represented by the Association not to exceed two City employees and the Business Representative.
3. Allegations of unlawful discrimination shall be processed through either the Human Resources Department utilizing the Discrimination Complaint Procedure, or the Grievance Procedure. The employee shall select one of these two options at the time of filing the discrimination allegation.
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 MOU.

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.
  - c. Time to discuss the grievance or complaint with the employee.
  - d. Make inquiries in order to obtain relevant information and the right to interview witnesses, supervisors and other employees on City time.
  - e. Time to assist the grievant in preparation for the grievance process.
6. A grievance may be initiated by the employee concerned or the Association.
7. 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, the employee's representative or the Association, 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. If a supervisor does not proceed within the time limits or does not seek an extension of time, the grievance may proceed to the department head.
8. This is the sole and exclusive method for resolving grievances.

### **C. Grievance Steps**

#### **A. Step 1**

The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee and the immediate supervisor are both in the unit, the grievance shall be presented to the next higher level supervisor not included in the unit. If the employee elects to be represented (per "Guidelines, Paragraph 3") upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.

The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. 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.

If the employee is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

B. Step 2

If the employee desires to appeal his/her grievance to Step 2, the employee shall submit in writing the specific grievance and areas of disagreement on a grievance form to the department head, within seven (7) calendar days following receipt of the immediate supervisor's decision at Step 1. The Association may file a grievance on the employee's behalf by completing the grievance form and submitting it to the department head or Human Resources within fourteen (14) working days of the step one decision. The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee(s) and/or Association representative.

The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee(s) and his/her appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.

If the written response is not provided within ten (10) workdays of the step 2 meeting than the grievant may appeal to step 3 unless the reason the response has not been provided is because information has been requested from the grievant or has not been provided. In that situation, the response is not due until after the decision maker is provided with the requested information.

If the employee or Association is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Step 3 for resolution may be made. However, appeal beyond Step 2 for oral or written reprimands are excluded and the decision at Step 2 shall be final.

C. Step 3 (Advisory Arbitration)

If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Association or the employee with the Association's written consent may appeal the grievance to Step 3. The appeal shall be in writing; shall be signed by the employee, or by the appropriate representative of the City; and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.

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

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 arbiter.

The arbitrator shall hold a hearing on the issue, or issues submitted. The arbiter shall not hear witnesses without the presence of both parties. He/she shall render a written opinion within 30 days following the close of the hearing unless the period has been mutually extended in writing. The opinion, shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues, presented (or mutually agreed upon) to the arbitrator. The opinion shall be sent to the City Manager or designee, with a copy to the employee and Association.

Within thirty-five (35) calendar days following receipt of the advisory opinion, the City Manager or designee shall advise the employee by letter whether or not he/she intends to take any further action regarding the issue, or issues, referred to in the arbitrator's advisory opinion. He/she may affirm, modify or reject the advisory recommendation. A copy of the City Manager or designee's letter will be sent to the employee and Association. If the matter involves discipline, the employee will be advised of his/her right to appeal the decision of the City Manager or designee in accordance with Code of Civil Procedure section 1094.5.

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 24 LAYOFF**

- A. The City Manager shall have the authority to accomplish a reduction in force.
- B. The retention of management employees within an affected department, or appropriate subdivision thereof, shall be based on:
  - 1. The needs of the department for retained skills and capabilities;
  - 2. The demonstrated capability of each employee to contribute to the department's effectiveness, as may be evidenced by performance evaluations and other supervisory evaluations of job performance.
- C. A management employee to be laid off shall be given written notice thereof at least two weeks before the effective date of layoff. The department head may relieve the employee of further duties at any time after the notice is given. However, the employee shall receive full pay for any remaining portion of the two week notification period.
- D. Employees who may be laid off shall be certified to available vacancies for which they qualify.
- E. At the time of layoff, management employees may request to be placed on a reemployment list for 12 months provided their performance evaluation is rated Proficient or better, and shall be certified to vacancies occurring in their job classification or classification series. If the vacancy is in the department from which the employee was laid off, reappointment shall be made.
- F. Employees who are laid off will not receive any benefits while on a recall list but if they are recalled from the recall list they will be treated as follows:
  - 1. Such employees will return with the exact amount of seniority (both City-wide and department-wide) they had on the day they were laid off. For purposes of all leave accruals, the employee will begin

accruing leave based on their seniority as provided in this MOU.

2. Employees who are laid off will receive payment for all accrued and unused vacation, management time off and floating holiday hours at the time of layoff.
3. Severance

Employees laid off pursuant to this Article shall be entitled to one month's compensation for each year of City service not to exceed six (6) months pay. These payments shall be made on a monthly basis and shall end if the employee is re-employed by the City.

## **ARTICLE 25 ADMINISTRATIVE REASSIGNMENT**

- A. After exhausting the layoff provisions set forth above, if a regular status employee is subject to involuntary layoff or displacement, the City Manager, in consultation with the Director of Human Resources, may reassign the impacted employee to a vacant position in a classification other than his/her own, based on the employee's knowledge, skills, abilities and work performance. Such reassignment shall be temporary and shall not exceed one year.
- B. In all cases of administrative reassignment, whether to a lower, higher, or equivalent level of classification, employees must take a qualifying examination to be eligible for regular status in the classification. This examination may be non-competitive, and shall occur no less than three months and no more than one year from the beginning of the administrative reassignment. When the employee is satisfactorily performing the full duties and responsibilities of the reassigned position and has qualified for the classification based on examination, he/she may be formally appointed to the position.
- C. Employees who are administratively reassigned will serve the normal probationary period for the classification in which they are placed, beginning with the date the administrative reassignment becomes effective. If formal appointment is not achieved within one year from the date of reassignment, the employee may be laid off or separated from City employment. Such employee may exercise all options and rights applicable to the classification from which previously laid off or displaced.
- D. If the reassignment is to a classification with an equivalent or higher



maximum salary, the employee will retain his/her present classification, salary and benefits until he/she has qualified based upon examination. If the reassignment is to a classification with a lower maximum salary, the employee will assume the new classification title and corresponding benefits. The employee's salary shall not exceed the maximum allowable in the classification to which reassigned. At the time an employee is formally appointed to a higher classification through the examination process, his/her salary and benefits may be adjusted as appropriate to the new classification.

**ARTICLE 26 PRIDESHARE PROGRAM**

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. Non-Solo drivers have benefits provided per the policy. Employees who follow the exceptions to the program (e.g., by using public transit or walking or riding a bicycle to work) do not have to pay the per month fee.

**SIGNATURE PAGE**

The Parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective October 19, 2015

**FOR THE CITY OF PASADENA:**

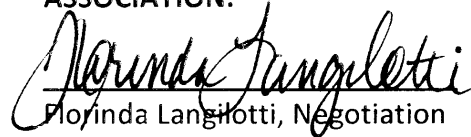
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Michael J. Beck, City Manager


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Kristi Recchia, Director of Human Resources

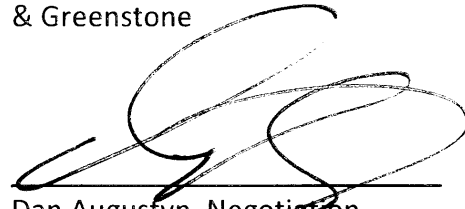
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Peter Brown, Liebert Cassidy Whitmore

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Alex Souto, Management Analyst IV

**FOR THE PASADENA MANAGEMENT ASSOCIATION:**

  
\_\_\_\_\_  
Florinda Langilotti, Negotiation Committee Chair

  
\_\_\_\_\_  
Glenn Rothner, Rothner, Segall & Greenstone

  
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Dan Augustyn, Negotiation Committee Member

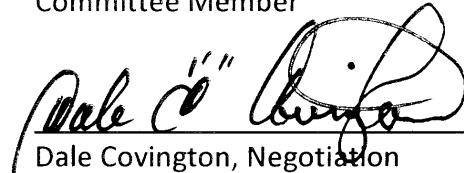
  
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Dale Covington, Negotiation Committee Member

EXHIBIT I  
PMA Classification Control Rate  
Effective November 16, 2015

<b>Classification</b>	<b>Control Rate</b>
311 CALL CENTER MANAGER	\$114,330
ACCOUNT MANAGER	\$107,239
ACCOUNTANT	\$75,868
ADAPTIVE RECREATION PROGRAM SPECIALIST	\$62,729
APPLICATIONS DEVELOPMENT AND SERVICES SUPERVISOR	\$127,711
ASSISTANT CITY ENGINEER	\$165,675
ASSISTANT CITY PROSECUTOR	\$162,094
ASSISTANT ENGINEER	\$94,386
ASSISTANT PLANNER	\$81,564
ASSOCIATE ENGINEER	\$109,837
ASSOCIATE PLANNER	\$90,103
ASSISTANT ENVIRONMENTAL HEALTH SPECIALIST	\$64,181
BUILDING OFFICIAL	\$134,555
CAPITAL PROJECTS MANAGER	\$125,147
CAREER SERVICES ADMINISTRATOR	\$134,599
CAREER SERVICES COORDINATOR	\$107,847
CENTRAL SERVICES SUPERVISOR	\$75,392
CHEMIST	\$93,675
CITY ARCHITECT	\$152,716
CITY ENGINEER	\$187,652
CLAIMS COORDINATOR	\$105,263
CODE COMPLIANCE MANAGER	\$118,735
COLLECTIONS SPECIALIST	\$68,445
COMMUNITY CENTER SUPERVISOR	\$75,672
COMMUNITY SERVICES SUPERVISOR I	\$88,418
COMMUNITY SERVICES SUPERVISOR II	\$104,189
CONSTRUCTION INSPECTOR I	\$74,969
CONSTRUCTION INSPECTOR II	\$82,418
CRIME ANALYST	\$94,760
CUSTOMER SERVICE FIELD SUPERVISOR I	\$87,440
CUSTOMER SERVICE MANAGER	\$132,592
CUSTOMER SERVICE SUPERVISOR	\$87,439
DATABASE ADMINISTRATOR	\$120,035
DEPARTMENT INFORMATION SYSTEMS ANALYST I	\$75,836
DEPARTMENT INFORMATION SYSTEMS ANALYST II	\$88,602
DEPARTMENT INFORMATION SYSTEMS ANALYST III	\$100,242
DEPUTY CITY CLERK	\$59,769
DEPUTY CITY PROSECUTOR I	\$108,911
DEPUTY CITY PROSECUTOR II	\$128,559

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DEPUTY CITY PROSECUTOR III	\$154,473
ECONOMIC DEVELOPMENT MANAGER	\$149,417
ELECTRICAL MECHANIC CREW SUPERVISOR	\$119,391
ENGINEER	\$124,361
ENGINEERING MANAGER	\$165,575
ENVIRONMENTAL HEALTH PROG MANAGER	\$80,311
ENVIRONMENTAL HEALTH SPECIALIST	\$78,537
EPIDEMIOLOGIST	\$98,491
EQUIPMENT MECHANIC SUPERVISOR	\$86,373
EXECUTIVE DIRECTOR FOR THE ARTS	\$119,322
EXECUTIVE SECRETARY	\$64,625
EXECUTIVE SECRETARY (S)	\$66,476
FACILITIES MAINTENANCE COORDINATOR	\$75,092
FLEET MAINTENANCE SUPERINTENDENT	\$100,516
FLEET SERVICES COORDINATOR	\$78,081
GRADING PLANS CHECK ENGINEER	\$118,361
GRADUATE MANAGEMENT INTERN	\$61,051
HAZARDOUS MATERIAL SPECIALIST	\$95,958
HOUSING ADMINISTRATOR	\$133,339
HOUSING ASSISTANCE OFFICER	\$117,104
HOUSING SPECIALIST	\$85,924
INFORMATION SYSTEMS & TECHNOLOGY MANAGER	\$112,502
INFORMATION TECHNOLOGY PLANNING & PROGRAM MANAGER	\$117,190
INFORMATION TECHNOLOGY ANALYST I	\$69,356
INFORMATION TECHNOLOGY ANALYST II	\$88,602
INFORMATION TECHNOLOGY ANALYST III	\$103,248
INSPECTION SUPERVISOR	\$98,018
IT MANAGER - CUSTOMER SERVICE	\$115,373
IT MANAGER - PROGRAM MANAGEMENT	\$124,284
LANDSCAPE ARCHITECT	\$102,459
LIBRARIAN	\$69,168
LIBRARY SERVICES MANAGER	\$93,309
LICENSED CLINICAL SOCIAL WORKER	\$68,222
MANAGEMENT ANALYST I	\$70,268
MANAGEMENT ANALYST II	\$77,559
MANAGEMENT ANALYST III	\$90,308
MANAGEMENT ANALYST IV	\$103,699
MANAGEMENT ANALYST V	\$114,471
MANAGER OF PLANNING & ANALYSIS	\$145,445

EXHIBIT I  
PMA Classification Control Rate  
Effective November 16, 2015

MARKETING MANAGER	\$132,592
MATERIALS & WAREHOUSE MANAGER	\$116,653
MUNICIPAL SERVICES SUPERVISOR	\$96,582
NORTHWEST MANAGER	\$133,339
NURSE PRACTITIONER	\$106,368
NUTRITIONIST - PERINATAL	\$77,779
NUTRITIONIST - W.I.C.	\$75,874
OFFICE SUPPORT SUPERVISOR	\$72,446
PARKING MANAGER	\$131,123
PARKING SERVICES SUPERVISOR	\$64,519
PHYSICIAN ASSISTANT	\$96,549
PLANNER	\$97,330
PLANNING MANAGER	\$149,418
PLANS EXAMINER	\$95,472
POWER DISPATCHING SUPERVISOR	\$145,132
POWER DISTRIBUTION CREW SUPERVISOR	\$131,601
POWER DISTRIBUTION SECTION SUPERVISOR	\$151,342
POWER DISTRIBUTION SUPERVISOR	\$144,135
POWER PLANT MAINT SUPERVISOR	\$131,271
POWER PLANT MANAGER	\$151,740
POWER PLANT MECH CREW SUPERVISOR	\$114,149
POWER PLANT SUPERVISOR	\$139,106
POWER PRODUCTION ENGINEER	\$144,232
POWER PRODUCTION SUPERVISOR	\$131,976
POWER RESOURCE PLANNING MANAGER	\$165,565
PRINC FINANCIAL / RATE ANALYST	\$107,457
PRINCIPAL ACCOUNTANT	\$103,880
PRINCIPAL CHEMIST	\$104,815
PRINCIPAL COMMUNITY RELATIONS REPRESENTATIVE	\$67,136
PRINCIPAL ENGINEER	\$142,250
PRINCIPAL LIBRARIAN	\$123,364
PRINCIPAL PLANNER	\$119,322
PRINCIPAL PLANS EXAMINER	\$132,280
PRINCIPAL POWER DISPATCHER	\$126,417
PROGRAM COORDINATOR I	\$77,277
PROGRAM COORDINATOR II	\$90,306
PROGRAM COORDINATOR III	\$98,419
PROJECT MANAGER	\$115,417
PROJECT MANAGER (PARKS & FORRESTRY)	\$90,859
PROJECT PLANNER	\$104,208

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PMA Classification Control Rate  
Effective November 16, 2015

PUBLIC HEALTH DIVISION MANAGER / COMMUNITY HEALTH	\$117,042
PUBLIC HEALTH DIVISION MANAGER / ENVIRONMENTAL HEALTH	\$117,042
PUBLIC HEALTH DIVISION MANAGER / NURSING SERVICES	\$117,042
PUBLIC HEALTH DENTIST	\$131,531
PUBLIC HEALTH LAB COORDINATOR	\$90,435
PUBLIC HEALTH MICROBIOLOGIST	\$76,760
PUBLIC HEALTH NURSE	\$89,010
PUBLIC INFORMATION COORDINATOR	\$77,250
PUBLIC WORKS CREW SUPERVISOR I	\$75,117
PUBLIC WORKS CREW SUPERVISOR II	\$86,504
PUBLIC WORKS SUPERINTENDENT	\$103,602
PUBLIC WORKS SUPERINTENDENT (ELECTRICAL)	\$118,842
PURCHASING ADMINISTRATOR	\$116,653
REAL PROPERTY MANAGER	\$128,078
RECREATION AND HUMAN SERVICES ADMINISTRATOR	\$132,233
RECREATION COORDINATOR	\$73,413
RECREATION SUPERVISOR	\$98,419
REGISTERED NURSE	\$75,909
SENIOR ACCOUNTANT	\$91,736
SENIOR COMMUNITY RELATIONS REPRESENTATIVE	\$62,729
SENIOR HELICOPTER MECHANIC	\$86,782
SENIOR INFO SYSTEMS ENGINEER	\$124,249
SENIOR INTERNAL AUDITOR	\$99,544
SENIOR LIBRARIAN	\$80,230
SENIOR PLANNER	\$111,639
SENIOR PLANS EXAMINER	\$107,144
SENIOR PROJECT MANAGER	\$128,075
SENIOR PUBLIC HEALTH NURSE	\$91,206
SENIOR REGISTERED NURSE	\$83,530
SENIOR STREET LIGHT & SIGNAL MECHANIC	\$103,341
SENIOR SUBSTANCE ABUSE COUNSELOR	\$57,240
SOCIAL WORKER	\$57,999
SUBSTANCE ABUSE PROGRAM COORDINATOR	\$76,056
SUPERVISING FIRE PLANS EXAMINER	\$118,402
SUPERVISING PLANS CHECK ENGINEER	\$121,128
SUPERVISING PRODUCER	\$59,403
SUPERVISING PUBLIC HEALTH NURSE	\$92,135
SURVEY PARTY CHIEF	\$93,953
TELECOMMUNICATIONS SUPERVISOR	\$96,429
TRANSPORTATION ADMINISTRATOR	\$158,107

EXHIBIT I  
PMA Classification Control Rate  
Effective November 16, 2015

TRANSPORTATION SERVICES MANAGER	\$131,123
UTILITY SERVICES PLANNING SUPERVISOR	\$106,898
W.I.C. PROGRAM MANAGER	\$86,637
WATER QUALITY MANAGER	\$133,935
WATER SYSTEM CREW SUPERVISOR (OPERATIONS)	\$98,598
WATER SYSTEM SUPERINTENDENT	\$125,315
WATER SYSTEM SUPERVISOR	\$98,748
WATER SYSTEMS / CREW SUPERVISOR	\$91,754
WHOLESALE OPERATIONS MANAGER	\$173,497
WORK EXPERIENCE SUPERVISOR	\$67,612
WORKERS COMP CLAIMS EXAMINER	\$80,856
WORKERS COMPENSATION SUPERVISOR	\$107,788

EXHIBIT II  
Agreement on Performance Evaluation Review Process

AGREEMENT BETWEEN THE  
CITY OF PASADENA AND THE  
PASADENA MANAGEMENT ASSOCIATION

This is an Agreement between the City of Pasadena and the Pasadena Management Association to establish a process for employees to express concerns or questions pertaining to the written content of performance evaluations. This Agreement clarifies the parties' intent that challenges to performance evaluations are not subject to the grievance procedure.

The parties acknowledge that the exchange of mutual promises, and the terms and conditions contained herein, are consideration for entering into this Agreement. This Agreement shall be binding unless or until the parties negotiate a change hereto in good faith through the meet and confer process. The parties hereby agree to the following:

1. Challenges to the written content of performance evaluations by PMA or PMA represented employees are not subject to the grievance procedure of the Memorandum of Understanding (MOU);
2. Employees who wish to challenge the written content of a performance evaluation may utilize one or both of the following two procedures:
  - a. Employees may file a written rebuttal to their performance evaluations pursuant to the Manual of Personnel Rules, Practices and Procedures, Section 3.00, Employment Practices, Subject 3.25, Employee Performance Evaluation, III, C; and, and/or
  - b. Employees may utilize the following process described in Paragraph 3.
3. Three Step Process to Assist in Resolving Employee Disputes Regarding Performance Evaluations:
  - a. Step I: Within 15 calendar days of receipt of the performance evaluation, the employee may request an informal meeting between the employee and his or her supervisor. The request may be made orally or in writing by the employee. A meeting shall be held by the supervisor with the employee (and his or her representative, if requested by the employee) within 15 calendar days of the request. The supervisor shall respond in writing within 15 calendar days of the meeting with a determination as to any changes to the evaluation. If the employee is not satisfied with the supervisor's response, or if no response is received within 30 calendar days of the meeting with the supervisor, or if no meeting is

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EXHIBIT II  
Agreement on Performance Evaluation Review Process

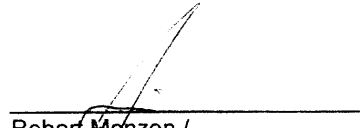
procedures in both the MOU and the Manual of Personnel Rules, Practices and Procedures shall remain in full force and effect except as contained herein.

8. This constitutes the entire agreement between the parties and supersedes any prior agreements on this subject whether oral or in writing.
9. If any part of this Agreement is found by a court or administrative agency of competent jurisdiction to be invalid, all remaining parts of this Agreement not found to be invalid shall remain in full force and effect.

*For the City of Pasadena*

*For PMA*

  
Richard F. Kurz  
Human Resources Manager

  
Robert Monzon /  
President of the Pasadena  
Management Association

10/30/07  
Date

10/29/2007  
Date