



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PASADENA

AND

LOCAL 18

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

July 1, 2019 – June 30, 2022

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## **SECTION 1 – GENERAL PROVISIONS**

### **Preamble**

The City of Pasadena is engaged in public services requiring continuous operations that are necessary to maintain the health and safety of the City's customers. The obligation to maintain these public services is imposed both upon the City and the Union during the term of this Memorandum of Understanding ("MOU") and the certification of the Union as the recognized employee organization of the employees in this representation unit.

It is the intent and purpose of this MOU is 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.

### **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, (hereinafter referred to as Resolution No. 555) the City acknowledges IBEW Local 18 as the recognized employee organization for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for those employees in certain specified classifications in Exhibit I. All other classes not specifically listed are excluded from representation by IBEW Local 18.

Any employee whose classification is added to or deleted from the unit (through unit modification or severance) shall have the right to representation by IBEW or other Union.

### **Term of MOU**

- A. Except as may be otherwise specifically provided herein, the ordinances/resolutions and other changes to implement this MOU shall become effective on July 1, 2019. This MOU shall remain in effect through June 30, 2022.
- B. This MOU shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and state and federal law.
- C. The parties, during the term of this MOU, may mutually agree to consider other specific proposals.

### **Scope**

- A. Management Rights

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any service or activity provided by law or executive order; which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, suspend, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties because of lack of work or funds, or under conditions where the employer determines continued work would be inefficient or non-productive; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, processes, means, job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the City; maintain and improve the efficiency and effectiveness of government operations; take any necessary actions to carry out the mission of the City in situations of emergency; and take whatever other actions may be necessary to carry out the obligations of the public not otherwise specified above.

The exercise of these rights does not preclude IBEW from requesting to meet and confer over the impacts these decisions have on wages, hours and other terms and conditions of employment.

#### B. Employee Rights

The designated Union officers and stewards shall be permitted to engage in contract disputes during the term of this MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Unless otherwise approved by a supervisor, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:

1. Discuss with an employee a grievance or complaint;
2. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on City time, to question visitors or non-employees of the City;
3. Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
4. Attend meetings with supervisors or other management officials regarding grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;
5. Prepare for meetings mutually agreed by the City and the Union.

Subject to the initial provisions of this MOU regarding paid time for such activities, the City agrees that duly designated Union officers and other representatives will be allowed to meet with Management

representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated Union officer or representative is representing an employee, he/she will request the permission of his/her immediate supervisor in advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time.

Upon returning to his/her duty station, the Union officer or representative will notify his/her supervisor. Upon arriving at the work place of the employee to be represented, the Union officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public.

If the Union official is not permitted to contact the employee at the immediate time of his/her arrival at the work place, the supervisor in charge will advise the Union officer or steward the reason why he/she cannot do so and the time when the employee will be available.

The shop steward shall be permitted to be present at all counseling sessions which result in disciplinary action when requested by an employee. If a shop steward's presence is requested by the employee, the meeting will not be conducted until the shop steward is present.

The shop steward shall be permitted to be present at any meeting in which any disciplinary action is to be taken, unless the employee requests that the shop steward not be present.

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

The City agrees to provide the Union with written notice/materials which involve matters within the scope of representation in a timely manner.

#### C. Union Representatives

The City agrees to recognize and deal with an appropriate number of local Union officers, including Union stewards, so that each employee in the bargaining unit will have reasonable access to a Union representative. No Union officer other than the president of the unit, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the Union activities, until the City's Director of Human Resources has been notified in writing by the president of the unit, or a unit officer or staff representative of his/her selection as an official or steward. Notice of changes in the selection of Union officials and stewards, and their alternates, will be given whenever such changes occur.

The Union endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or

Union officer or their designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the Union will promptly notify the department head and the City's Human Resources Department of the change.

The Union shall provide the City's Human Resources Department with a list of authorized staff representatives which list shall be kept current by the Union. Access to work locations will be granted only to Union staff representatives on the current list.

#### D. Bulletin Boards

Space shall be provided on City bulletin boards at their present locations for Union posting of notices and bulletins of the following types:

1. Notices of Union recreational, social affairs, and related Union business news;
2. Notices of Union elections; provided that this shall not include campaign material;
3. Notices of Union appointments and results of Union elections;
4. Notices of Union meetings;
5. Union constitution, by-laws, and proposed amendments thereto;
6. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources.

All materials posted on bulletin boards shall indicate that the Union (IBEW, Local 18) is responsible for the material and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such.

In no case shall obscene or personal attacks on City Management or other persons be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Department at the time of their posting.

In the event that the Union raises an objection as to the adequacy of bulletin board space, the City agrees to meet and confer with the Union to attempt to address the situation. If a dispute arises over the issue of bulletin board space or material which the Union wishes to place on the boards, such a dispute may be resolved through the normal Grievance Procedure.

#### **Maintenance of Membership**



- A. The City shall deduct the regular dues of employee members of the Union. However, dues deduction shall be made only on the written authorization of the employee.
- B. IBEW shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from this section or any claim from a member or former member related to the deduction of dues from their compensation.

**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 (including but not limited to Government Code Section 3502). Any violation of this provision by the City shall be subject to immediate correction; any violation by the Union shall also be subject to immediate correction.

**No Strike**

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services.

During the term of the MOU and the completion of labor negotiations or until either party declares impasse and extensions thereto mutually agreed upon for the purpose of negotiating a successor MOU, or any other reason mutually agreed upon, no employee of the Unit shall instigate, participate, afford leadership to a strike against the City of Pasadena, or engage in any form of concerted action to withhold service from the City. In the event of any such strike or concerted action against the City dismissal proceedings shall be initiated against such employee or employees. Upon determination that the employee willfully engaged in a strike or concerted action, the employee(s) may be separated from employment.

**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, and if required, approved and implemented by the City Council.

**Savings Clause**

If any term or provision of this MOU is found to be in conflict with any City, State or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision.

All other terms and provisions of this MOU shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date.

**Impasse**

Should the possibility of agreement between the representatives of the City and the Union be exhausted, all items of agreement and disagreement shall be submitted to the City Manager for processing consistent with the Charter, ordinances and resolutions of the City. Additionally, the Union may request the parties' differences be submitted to a fact finding panel by complying with the provisions of California Government Code Section 3505.4.

**SECTION 2 - COMPENSATION**

Any increases in compensation to which the parties agreed during the negotiations for this MOU shall go into effect in the pay period following City Council approval of this MOU.

**Rates of Pay**

- A. The classification step schedule is identified in Exhibit I.
- B. Unit members shall be paid for all hours worked. Unit members record hours worked in fifteen minute increments of time. When an employee works less than eight minutes into the next pay increment, the time should round down to zero. When an employee works more than eight minutes into the next payroll increment, the time rounds up to fifteen minutes.

**Salaries**

- A. Effective December 9, 2019, and following City Council approval, all employees will receive a base pay increase of two and one-half percent (2.5%).
- B. Effective the beginning of the pay period that includes July 1, 2020, all employees will receive a base pay increase of two and one-half percent (2.5%).
- C. Effective the beginning of the pay period that includes July 1, 2021, all employees will receive a base pay increase of two and one-half percent (2.5%).
- D. Effective December 9, 2019, all unit members will receive a one-time non-PERSable lump sum payment of \$750.

**Pay Differentials for Specified Classifications**

- A. Power Troubleshooter

In recognition that the Power Troubleshooter classification is subject to emergency call out on a more frequent and regular basis than other employees, there shall be at least a 3% pay differential above the classification of Electrical Distribution Mechanic.

B. Field Design Technician

The Field Design Technician will be paid 15% above the salary rate of Electrical Craft Helper.

C. Power Plant Instrument Foreman

Power Plant Instrument Foreman will be paid 10% above the salary rate of Senior Instrument Mechanic.

**Work Week/Schedule**

A. Unit members work a seven day FLSA work week (168 recurring hours).

B. Work schedule is defined as an employee's regularly assigned hours of the day and days per week.

1. The 9/80 work schedule is four nine hour days per work week and one alternating eight-hour day/regular day off. Employees working the 9/80 have an FLSA work week designated as beginning four hours into their alternating regular day off.
2. The 5/40 work schedule (five eight hour days per work week. Employees working the 5/40 have an FLSA work week designated as beginning at 12:00 a.m. on Sunday through 11:59 p.m. Saturday. Employees assigned to this work schedule are considered "shift employees."

Workweeks/work schedules are considered reasonably permanent and shall not be changed to avoid the payment of overtime. Changes in the work week/work schedules are subject to meet and confer.

C. Hours of Work

1. Hours of work for a 9/80 employee include four nine-hour work days per week and one eight-hour work day every other week. The alternating eight-hour work day/regular day off must begin and end at the same time each week. Employees working the 9/80 also have a thirty (30) minute unpaid lunch added to the work day. Hours of work are 6:30 a.m. – 4:00 p.m. on nine hour days and 6:30 a.m. – 3:00 on eight hour days.
2. Hours of work for the 5/40 shift employee will include five eight hour days per week. The department may assign and rotate shift assignments at their discretion. Employees will be provided seven-day notice for a shift assignment change. Shift employees are provided a thirty (30) minute paid lunch as part of their eight hour work day. The beginning and ending of the shift will vary and may include:
  - a. Day Shift – 6:30 a.m. – 2:30 p.m.
    - i. Power Troubleshooters work a day shift of 7:30 a.m. – 3:30 p.m.
  - b. Swing Shift – 2:30 p.m. – 10:30 p.m.

- i. Power Troubleshooters work a swing shift of 2:00 p.m. – 10:00 p.m.
  - c. Graveyard – 10:30 p.m. – 6:30 a.m.
  - d. Cover/Relief shift – Power Dispatchers assigned by the department to day, swing, and/or graveyard shift to provide staffing coverage.
    - i. A unit member assigned to cover/relief will be assigned the same shift for at least three consecutive days before being required to change shifts.
3. 5/40 shift employees are entitled to paid leave benefits based on an eight-hour day regardless of their hours of work.

**Reporting for Duty**

Except in the case of disability or unforeseen emergency, an employee shall report for duty on each of his/her scheduled working days unless permission not to report has been previously approved by his/her immediate supervisor. In case of disability or unforeseen emergency, an employee shall make every reasonable effort to notify his/her immediate supervisor as early as possible of his/her inability to report for duty. Failure to do so may result in disciplinary action.

**Shift Differential**

**A. Shift Differential Pay**

For Swing Shift.....	\$1.65 per hour
For Graveyard Shift .....	\$1.65 per hour

Shift Differential shall be paid for all hours worked on the regularly assigned swing or graveyard shift.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Special Assignment Pay – Shift Differential as special compensation.

For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 2:00 p.m. and 9:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 10:00 p.m. and 4:59 a.m.

**B. Employees classified as Power Dispatcher and Senior Power Dispatcher who are assigned to continuous rotating and relief shifts shall not receive a shift differential based upon actual hours worked, but shall continue to receive shift differential pay of \$1.20 per hour for all paid hours regardless of shift work.**

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) and Section 571.1(b)(3) Special Assignment Pay – Shift Differential as special compensation.

This payment will continue during the temporary assignment of individuals to day shifts.

- C. Electricians in the Building Services Division may be assigned to perform lead assignment duties. Lead assignment duties for Electricians consist of providing direction to any personnel other than the Electrician's helper. When such lead assignment duties are assigned to an employee, the employee shall receive lead assignment pay of 50 cents per hour for all hours worked. The lead pay shall not be added to an H-rated salary, but to the classification salary step of the individual so assigned.

Lead pay shall be considered part of the employee's base pay for overtime purposes.

The parties agree that to the extent permitted by law, this is special compensation for employees who are considered "classic members" as defined by the Public Employees' Pension Reform Act of 2013 and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Premium Pay – Temporary Upgrade Pay as special compensation.

#### **Overtime**

- A. All overtime must be authorized in advance.
- B. Overtime will be assigned to employees in the classification who normally perform the work. When an employee who normally performs the work is unavailable or unwilling to work an overtime assignment, the qualified bargaining unit employee who is on standby will perform the work.
- C. Scheduled overtime (identified at least 24 hours in advance) shall be offered as equitably as possible to employees who are in the same classification. The department will maintain a Scheduled Overtime Log (SOL) that records actual hours (compensated) of overtime that each employee is offered and either accepts/works or declines. The overtime log will be posted on the first Monday of each month. New employees and employees who have been on a leave of absence of more than thirty (30) calendar days will have the average overtime hours of employees in their same classification credited to the SOL.
- D. Except between the hours of midnight and the beginning of an employee's regular shift, overtime, at the rate of one and a half times the employee's hourly straight time rate, will be paid for the following:
  - 1. All actual time worked (including paid leave time) over forty (40) hours in any workweek;
  - 2. The first eight hours worked in excess of an employee's regular work schedule (typically 8 or 9 hours per day);
  - 3. The first eight hours worked on a designated holiday;
  - 4. The first eight hours worked on an employee's regular day off.

5. Hours when an employee is "held over" (i.e., required to extend his/her regular shift).

E. Double time (twice the employee's hourly straight time rate) will be paid for the following:

1. Once an employee has worked more than eight hours on his/her regular day off, the overtime rate becomes double time (twice the employee's hourly straight time rate). The employee continues to receive the double time rate until he/she has been released from all work duties for six hours.
2. The department has the sole discretion to determine when to release an employee from performing his/her duties in order to have them take an eight-hour break. An employee may not work more than twenty-four (24) consecutive hours without a minimum of an eight (8) hour break. Should an employee be released from performing his/her duties during their regular work hours, the employee will be compensated for his/her regular work hours at straight time.
3. Excluding shift employees and pre-scheduled overtime within two hours of an employees' regular shift, hours worked between midnight and the start of their regular day shift shall be paid at double time (twice the employee's hourly straight time rate). On the employee's regular day off, the hours of the employee's regular day shift shall apply. The employee continues to receive the double time rate until he/she has been released for all work duties for six hours.
4. This section does not apply to any employee whose regularly assigned shift extends past midnight, to any employee who is assigned the graveyard shift, or to employees in the classifications of Power Dispatcher, Senior Power Dispatcher and Power Troubleshooter.
5. Power Dispatchers, Senior Power Dispatchers and Power Troubleshooters will be paid double time for working on their second or fourth day off.

#### **Call-Back Pay**

- A. Unit members are subject to call back to respond to emergencies or operational issues identified by the department head or his/her designee.
- B. Call back is the unscheduled call to an off-duty employee requiring that they report to work.
- C. Unit members are compensated at double time (twice the base hourly rate of pay) for hours worked beginning when they receive the phone call to report to duty (up to a maximum of one hour, unless authorized by a supervisor or designee). However, in all cases, a call-back will result in double time for at least a two-hour minimum.

Unit members will continue to receive double time for regular work hours when a call back results in work that continues into the regular shift or until receiving a six-hour break.

## **Overtime Meals**

### **A. Meal Periods**

1. For any overtime assignment (either prescheduled or unscheduled), employees will be provided paid time to acquire and eat a meal at intervals of approximately four (4) hours. However, in no event, shall an employee be required to work more than five consecutive hours without a meal period.
2. If an employee is called back to work on an emergency basis and as a result could not eat a meal at their normal meal time, he/she will be provided an opportunity to eat a meal as soon as is reasonably possible. This meal and the time to acquire and eat the meal shall be at City expense.
3. Employees who are required to report to work two (2) hours or more ahead of his/her regular scheduled shift and/or are required to work two (2) or more hours beyond his/her regular shift will be provided a meal and paid time to acquire and eat a meal.
4. If a regular day shift employee is called out for emergency work before the start of his/her shift on a scheduled work day and continues to work into his/her regular scheduled work hours and does not have an opportunity to eat breakfast or prepare a lunch before reporting for work, the City shall furnish him/her with such meals (breakfast and/or lunch) if they can be provided by the City. However, the employee will not be paid for the time during the regular lunch period. The City shall only provide meal reimbursement if a meal is purchased.
5. If an employee does not accept a meal at City expense, the employee will receive thirty minutes of overtime for the meal period at the same rate of pay for the time he/she worked when the meal period was missed.

### **B. Meal Compensation**

1. For overtime assignments, employees shall be compensated \$16.00 (effective on the same day as the first salary increase in this 2019-22 MOU, this amount will increase to \$17.00) 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.

## **Shift Trading**

Senior Power Dispatchers and Power Dispatchers have the right to trade shifts with their colleagues within the same classification by giving three (3) calendar days notice subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
4. 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.
5. 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.

#### **Compensatory Time Off (Comp-Time)**

- A. 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 (or double time if time worked was at double time) 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.
- B. The time during which an employee may use accrued compensatory time off is subject to approval by the department head 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 two weeks. 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.
- C. Employees may request to cash out accrued compensatory time off at any time.
- D. Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

#### **Stand-by Pay/On-Call Pay**

- A. Unit members may volunteer to be scheduled for standby/on-call duty. Standby schedules are created at the discretion of the department. Standby/On-Call duty is pre-scheduled and is typically assigned in one-week increments.



1. Standby/on-call pay is provided as follows:
  - a. Two (2) hours of base pay on a week day (i.e., Monday-Friday)
  - b. Three (3) hours of base pay on a Saturday or on the employee's alternating regular day off for 9/80 employees
  - c. Four (4) hours of base pay on a Sunday or on a City recognized holiday
2. Standby/on call for Power Troubleshooters is provided as follows:
  - a. Two (2) hours of base pay on a normal shift workday
  - b. Three (3) hours of base on a first day off
  - c. Four (4) hours of base pay on a second or third day off or on a City recognized holiday.
3. Employees may voluntarily sign-up for standby each calendar year. A sign-up form (Exhibit V) will be available between December 1<sup>st</sup> -December 15<sup>th</sup> for sign-up for the twelve months of the upcoming year.
4. Employees assigned to standby/on-call are subject to the following requirements:
  - a. Be ready to respond immediately to calls for service;
  - b. Be reachable by a department issued electronic device or for Water and Power (not Public Works) personal cell phone and respond to call/page within fifteen (15) minutes.
  - c. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties.
  - d. Be able to report to the City or location of an emergency within sixty (60) minutes of responding to the call/page, unless the department authorizes otherwise when the employee responded to the call.
  - e. Notify his/her supervisor immediately if he/she is unable to be on standby due to an unforeseen emergency.
  - f. If an employee is unavailable for standby duty or the employee cannot get his/her own replacement, a replacement will be scheduled from a list of available standby crew staff; or if an employee is unavailable for standby duty on the day prior to a regularly scheduled day off, the replacement shall assume call out duties and receive standby compensation until the employee returns to complete his/her scheduled standby or when the standby assignment ends.

#### **Bilingual Pay**

Employees may be eligible for up to \$75 per month under the bilingual pay program established by the City. 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, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Special Assignment Pay – Bilingual Pay

as special compensation.

### **Certification Pay**

#### **1. Crane Certification Pay**

Employees in the classifications of Electrical Distribution Mechanic, Senior Electrical Distribution Mechanic, Lead Electrical Mechanic and Electrical Mechanic are eligible to receive Crane Certification Pay.

This pay will be provided to eligible employees as follows: Employees will voluntarily sign up to become State certified for crane operation and must possess and maintain a Crane Operator Certification from Crane Institute Certification (CIC) (or similar state certification if the Crane Institute Certification organization no longer exists). Eligible employees will be placed on a seniority list within each classification. Eligible employees will then be chosen by the Department to receive the pay in order of seniority and therefore be required to operate any and all cranes which the Department has and may obtain in the future and whenever assigned by the Department for the remaining term of their crane certification (the term is five years).

Crane Certification Pay shall be in the amount of two hundred dollars (\$200) per month.

#### **2. Senior Cable Splicer and Electrical Distribution Mechanic – Certification Pay**

There shall be a 2.5% premium for employees in the classification of Senior Cable Splicer or Electrical Distribution Mechanic to be payable only when such employees are assigned by Management to perform sewage removal or authorized asbestos abatement.

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) and Section 571.1(b)(3) Hazard Premium as special compensation.

#### **3. Welding Certification Pay**

Up to five employees in the classifications of Electrical Mechanic and Lead Electrical Mechanic who are certified by the American Welding Society as welders shall receive \$200 per month. The Department Head has discretion to grant this pay based on operational need and is not subject to the filing of a grievance. The granting of such pay will be reviewed on an annual basis.

### **Education Pay**

Employees in the classifications of Electrical Tester, Senior Electrical Tester, Instrument Mechanic, Senior Instrument Mechanic and Power Plant Instrument Foreman are eligible to receive Education Pay (in the amount of two hundred dollars (\$200.00) per month) for having a Bachelor's Degree in Electrical Engineering or Engineering Technology and the Department has a need to use them for Engineering functions subject to the following:

The Department Head has discretion to grant the pay based on operational need and is not subject to the filing of a grievance. If a less than satisfactory evaluation is given, the pay will be withdrawn. The employee's degree must be from a college or university accredited in the United States of America (such as ABET). The granting of such pay will be reviewed on an annual basis.

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) and Section 571.1(b)(2) Educational Incentive Pay – as special compensation.

**Joint Labor Management Committees:**

Apprentice Power Dispatcher: The City and IBEW will participate in a Joint Labor Management Committee to develop an apprentice training program/curriculum related to the new classification of Apprentice Power Dispatcher. The committee will be created by Pasadena Water and Power management and the IBEW Local 18 appointed representatives.

The City and IBEW will participate in a Joint Labor Management Committee to develop a training program/curriculum related to the addition of switching duties to the classification of Power Dispatcher, and the reinstatement of switching duties for Senior Power Dispatchers. The committee will include two IBEW members from Power Dispatch, the IBEW Local 18 Business Representative, and two management representatives selected by the department. Additionally, the PWP General Manager (or designee), the Assistant General Manager of Power Delivery and a representative from HR will participate on the committee. The training program should include (at a minimum) a definition of the required training to become proficient at/maintain proficiency at switching. Should the committee fail to reach agreement on the training program within one year following the approval of the MOU by Council, management will finalize and implement a training program that will include a 3% training premium for Substation Operators as outlined below.

**SECTION 3 – LEAVES OF ABSENCE**

**Vacation**

- A. Vacations provided in this section shall be taken by making a request to use vacation. Employees shall request to use vacation with at least three (3) calendar days' notice. If three (3) calendar days' notice is not provided a manager may still grant the request, but only if it is determined to be operationally possible. If vacation requests are made with at least three (3) calendar days' notice they shall be granted unless it is not operationally possible. In such event, the City Manager shall authorize pay in lieu of vacation, or he/she shall allow accumulation of vacation above the maximum. Under no circumstances will an employee lose accumulated vacation credits when time has not been made available for a vacation.

**B. Vacation Accrual and Maximum**

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

- C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
- D. Employees cannot have negative use of vacation hours.
- E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation at the employee's base rate of pay with their final paycheck.

**Holidays**

- A. The following eleven (11) days shall be observed as holidays:
  - January 1;
  - the third Monday in January;
  - February 12;
  - the third Monday in February;
  - the last Monday in May;
  - July 4;
  - the first Monday in September;
  - November 11;
  - the fourth Thursday in November;
  - the day following the fourth Thursday in November;
  - December 25;
  - and every day appointed by the City Council for a public feast, thanks giving or holiday.
- B. If any of the forgoing holidays fall on a Saturday, the preceding Friday will be observed as the holiday. If any of the foregoing holidays falls on a Sunday, the following Monday will be observed.

C. The value of holidays will be as follows:

1. For 9/80 employees, nine hours on a day when the employee is regularly scheduled to work nine hours and eight hours on a day when the employee is regularly scheduled to work eight hours.
2. Holidays falling on a 9/80 employee's regular day off will result in eight hours credited to the floating holiday bank in the pay period in which the holiday occurs, subject to the floating holiday bank limit of 80 hours.
3. For 5/40 shift employees, holidays are eight hours.

The additional Holiday Pay described in this section is not considered "paid leave time" and does not count toward overtime eligibility as described in the Overtime section of this MOU.

Should a unit member 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.

- D. Effective with the first pay check in January each unit member (except Power Dispatchers, Senior Power Dispatchers, and Power Troubleshooters) will be provided eighteen (18) hours of floating holiday for 9/80 scheduled employees. This floating holiday allotment is in lieu of Admissions Day (9 hours) and IBEW Day (9 hours).
- E. Power Dispatchers, Senior Power Dispatchers, and Power Troubleshooters will observe Admissions Day as a holiday and receive holiday pay. These three classifications are designated as continuous shift and observe holidays on the actual holiday.
- F. Floating holiday leave shall be used at the employee's discretion, subject to prior approval by Management. An employee may not have more than eighty (80) hours in the Floating Holiday bank. No additional floating holiday hours will be added to the bank and will be forfeited.

**Sick Leave**

- A. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent (including in-laws), spouse, registered domestic partner, grandparent, grandchild or sibling as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law. Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes.

An employee who exhausts his/her out sick leave may request permission from his/her Department Head to use additional leave balances (e.g., vacation or floating holiday leave) to cover his/her leave. The Department Head has discretion to determine whether to grant that leave.

- B. Every employee who is unable to report to work for his/her scheduled shift shall either call, or have someone call his/her supervisor 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.
- C. The department head or his/her designee has the authority to approve sick leave for unit members.
- D. Unit members who use sick leave for four consecutive days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employee's supervisor before returning to work.
- E. A unit member, who, while on vacation, becomes ill/injured and who provides a doctor's verification of illness/injury prior to returning to work which verifies that leave for injury or illness of four days or longer was required, may request that the vacation time be substituted with sick leave.

#### **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 1200 hours.
- B. Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit.

#### **Bereavement**

Employees absent for leave due to bereavement shall receive regular compensation for up to a maximum of 3 days for the purpose of attending the funeral and/or to matters relating to the death of an immediate family member. Three working days shall be defined as days in which the aggregate time off does not exceed 24 hours (or 27 hours for employees on the 9/80 schedule).

Immediate family member is defined as an employee's spouse or registered domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, grandchild, and immediate family members of spouse/registered domestic partner.

The department head or his/her designee has the authority to approve use of up to forty hours of sick leave for bereavement leave related to a particular relative should an employee exhaust his/her bereavement leave and request additional time using accrued sick leave.

#### **Workers' Compensation Leave**

- A. The City will comply with the workers' compensation laws of the State of California.

- B. In addition to the benefits provided under the law, for workers' compensation claims which have been accepted by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to the annual base pay of the employee (less any required state and federal taxes). Claims that have been denied are not eligible for this benefit.
- C. Supplemental payments will begin from the date of accepted injury and will continue for a period of time not to exceed twelve (12) months. Employees who may return to work with work restrictions and who are offered modified/light duty which is consistent with the employee's work restrictions, as determined by his/her treating physician or workers' compensation physician will discontinue receiving supplemental payments.
- D. If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full twelve months of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness, the employee will be eligible for supplemental payments not to exceed a cumulative total of twelve months for the same injury/illness.

#### **Jury Duty Leave**

- A. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day. If that occurs, employees assigned to swing or graveyard shift shall be assigned to day shift for the duration of the jury duty.
- B. There will be no reduction in pay for a unit member who is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court with four or more hours remaining on his/her shift, the employee will report for duty and work the balance of the shift. By returning to work the employee will receive a full day's pay.
- C. In those cases in which the employee is not released by the court with four or more hours remaining on his/her shift, the employee need not return to work. The employee shall receive the full day's pay.
- D. Employees will submit proof of jury service to his/her supervisor.

#### **Witness Leave**

In accordance with Government Code Section 1230.1, when an employee is served with a subpoena which compels his/her presence as a witness, he/she shall be granted a leave of absence with pay (not to be considered vacation) in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance unless he/she is a litigant in or party to the action, or an expert witness.

### **Absence For Voting**

Employees shall be entitled to time off from work to vote as provided by the California Elections Code.

### **Leave For Work-Related Requirements**

- A. Employees participating in promotional recruitments shall be allowed to participate in all aspects of the selection processes during work hours without the loss of pay or the requirement to use accrued leave.
- B. Employees shall be permitted to take examinations for licenses and certificates as required by the City during work hours without the loss of pay or the requirement to use accrued leave. Employees will make prior arrangements with his/her immediate supervisor to participate in the examination and/or renewal process for licenses and certificates.

### **Military Leave**

Employees will be granted Military leave in accordance with the requirements of State and Federal law.

### **Rest/Lunch Periods**

#### **A. Rest Periods**

Every employee shall be provided two 15-minute rest periods per day for each period of not less than three or more than four hours.

Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes unless specifically authorized.

The time at which such rest periods are taken shall be determined by the supervisor who will schedule absence from duty so that service to the public is not impaired.

Rest periods may not be accumulated or added to lunch hours, vacation or to other forms of leave.

#### **B. Lunch Periods**

For employees who work the 9/80, an additional thirty (30) minutes of unpaid time shall be scheduled each normal workday as a lunch period, which shall commence not earlier than three (3) hours not later than five (5) hours after the scheduled time for reporting.

For employees who work the 5/40 work schedule as a shift employee, each eight-hour workday includes a thirty (30) minute paid lunch period.



## **Clean Up Time**

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

## **Inclement Weather**

Employees reporting for work on normal scheduled working days shall not suffer any loss of regular pay because of weather or other adverse conditions when Management directs that no field work be undertaken. Inclement weather or other adverse conditions may include any weather condition, earthquakes, smog alerts, etc. which adversely affect an employee's health or safety.

An emergency is defined by management as any unforeseen condition requiring immediate attention of the City.

The City agrees that if there is an emergency which causes the City to require employees to stay at work to address the emergency, the City will first determine if employees want to voluntarily stay before requiring employees to stay. However, City management ultimately retains discretion as to which employees it wants to stay to address the emergency.

## **Maternity Leave and Parental Leave**

### **A. Maternity Leave**

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.

Following the completion of Pregnancy Disability Leave and the exhaustion of FMLA/CFRA, if the employee is still unable to return to work as a result of continued disability caused by the pregnancy or the serious health condition (as that term is defined by the FMLA and CFRA) of the child for which she took leave, she shall be eligible to receive up to an additional two months of City paid health insurance if she needs to be off of work for at least an additional two months.

**B. Parental Leave**

Upon the request of a regular full time employee who has passed his/her initial probationary period, the City shall provide up to four months of unpaid leave immediately following the birth or adoption of a child.

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.

**SECTION 4 - BENEFITS**

**Life Insurance**

The City will provide life insurance coverage in the amount of \$25,000 double indemnity for each employee.

**Dental Care Program**

The City will contribute 100% of the premium for the employee-only PPO dental care coverage as provided by the City of Pasadena.

For employees who cover a dependent, the City will contribute up to an additional \$41.38 per month toward the dental plan premium.

During the term of the MOU, if the premiums for dependent coverage increase, the City will add 75% of the average dollar increase of the family level premiums for all dental plans offered to IBEW employees. During the term of the MOU, the increase cannot result in a total dependent contribution of more than \$56.38 per month. In no case shall an employee receive more than the amount of the premium for the dental plan he/she is enrolled in.

**Health Insurance/Employee Option Benefit Fund**

- A. The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBFF allowance.
- B. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
- C. Effective January 1, 2019, the EOBFF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$910.37
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Tier 2:	Employee +1	\$1,237.28
Tier 3:	Employee +2	\$1,608.46

Effective January 1, 2020, the EOBFF allowance for employees enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$910.37
Tier 2:	Employee +1	\$1,328.78
Tier 3:	Employee +2	\$1,727.41

- D. 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.
- E. New employees hired by the City on or after July 1, 2014, 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). For 2019 and 2020, the Employee + 1 and + 2 are the amounts set forth above. For Employee Only, the City contribution is \$618.64 for 2019 and \$664.39 for 2020. For employees in tier 2 and 3 above (employee +1 and employee +2), all employees, regardless of hire date, receive the same contribution.

Employees in the unit as of June 30, 2014 who elect to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) medical coverage will receive an EOBFF opt out allowance of \$791.37 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 July 1, 2014, new employees electing to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive an EOBFF opt out allowance of \$250 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.

**Short-Term Disability Plan**

- A. The City will provides a Short Term Disability (STD) Plan. The plan includes the following provisions:
  1. Thirty (30) calendar day elimination period. Disability payments begin on the 31<sup>st</sup> day.

2. Payments shall not exceed 60% of the employee's salary up to \$2,200 per week.
3. Maximum duration is twenty-two weeks (154 days).
4. The premium will be paid by the employee. The benefit is non-taxable to the employee.
5. The benefit premium is \$.246 per \$10 of weekly gross benefit.

### **Long Term Disability Insurance**

- A. The City provides a Long Term Disability (LTD) Plan. The Plan provides for disability payments to employees under, at least, the following basic provisions:
1. Disability payments will commence on the 181<sup>st</sup> calendar day of the illness or injury.
  2. Payments shall not exceed a total of 50% of the employee's salary up to a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD Plan.
  3. The maximum benefit period for an individual whose disability begins before age 60 is to age 65.
  4. The maximum benefit period for an individual whose disability begins at age 60 or older will be five years.
  5. The City pays for the basic LTD premium.
- B. In addition to the basic LTD Plan provided by the City, the employee may elect to enroll in a supplemental LTD Plan at his/her cost, which provides supplemental LTD payments of the employee's salary (including the basic coverage), coordinated with deductible benefits. There are two optional supplemental plans: a 60% benefit and a 66 2/3% benefit.

### **Tuition Reimbursement**

Unit members who have successfully completed the probationary period and who are pursuing an Associate of Arts degree or higher in a job-related field at an accredited college or university; or who complete accredited job related coursework shall be eligible for tuition reimbursement of up to one thousand dollars (\$1,000) per calendar year. In addition, the department shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program. Upon presentation of receipts and grade cards, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses up to \$1,000 per calendar year. Unit members who are participating in the City's Electrical Tester, Electrical Mechanic and Electronics Technician apprenticeship programs may submit receipts for reimbursement for books and materials as soon as they make purchases for books and materials. Parking fees are not reimbursable under this provision.

## **Uniforms**

- A. The City shall provide and maintain uniforms to employees in the classifications indicated in Exhibit I.
- B. Rules and regulations for wearing of uniforms shall be set by the operating departments and may include the wearing, providing, and maintaining of shirts only, if desired by the employee and approved by the department.
- C. The City will report the value of provided uniforms to CalPERS as \$200 per year for unit members who are considered "classic members" as defined by the Public Employees' Pension Reform Act of 2013. 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) Uniforms.
- D. "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.

## **Boot Allowance**

Effective in January of each year, the City shall provide each unit employee \$350 as a reimbursement for approved safety shoes/boots. Employees who incur additional cost over \$350 for approved safety boots/shoes will be reimbursed up to an additional \$100 upon presentation of a receipt.

## **Safety Glasses**

Employees requiring prescription safety glasses shall upon proof of receipt be reimbursed up to \$250 once every twelve months for the purchase of prescription glasses with lenses made in compliance with the established criteria accepted by the American National Standards Institute, ANSI Z87.1-2003. The City may provide the prescription glasses to the employee (up to the \$250 amount) using an approved vendor.

## **Tools**

- A. The City shall provide all tools required for the performance of its employees' duties. However, when it is common practice in a particular trade or craft for the employee to provide his/her own tools, any employee engaged in such trade or craft shall provide such tools required in the performance of his/her duties.
- B. In the event that, through no negligence, carelessness or other fault of the employee, any tools so provided by him/her are damaged, destroyed, or lost through fire or theft, while the employee is engaged in the performance of his/her duties either on or off City premises or while such tools, though not in use in the performance of the employee's duties, are on City premises with the consent of the employee's supervisor, the City shall reimburse such employee for the loss or damage sustained.

- C. When a City tool is assigned to an employee for his or her use only, he/she is responsible for the securing and safekeeping of the City tool.

### **Travel Expenses**

Employees authorized to travel in the performance of their duties shall receive the amount of their expenses for transportation, meals, lodging and incidentals necessarily incurred therein in addition to his/her regular compensation. No reimbursement shall be allowed for transportation between the home of any person and the place where such person is ordinarily required to report for duty. In case of doubt as to the necessity for the incurring of any expense, the City Manager shall determine whether such necessity existed and may allow, reject or modify any claim or any item thereof. Unit members will comply with the City's policy on travel expenses.

### **Mileage**

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 Internal Revenue Service for unreimbursed employee business expenses for the applicable calendar year.

### **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 (i.e., classic members per the Public Employees' Pension Reform Act of 2013 – "PEPRA"), 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 the 8% employee/member contribution on a pre-tax basis.
  - 5. The City reports the value of the member contribution as 0%.
  - 6. Effective the beginning of the pay period which includes July 1, 2021, unit members shall pay one half of one percent (.5%) towards the City's employer CalPERS rate as cost sharing in accordance with Government Code section 20516(f).
- C. Unit members hired on or after January 1, 2013 who are "new members" as defined in the PEPRA, 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 pay one-half of the total normal cost as determined each year by CalPERS in its valuation report.

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)

## **SECTION 5 – POLICIES & PROCEDURES**

### **Payroll**

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

Employees hired or promoted to Step 1 of a pay range shall receive step increases in the following intervals provided that they receive an overall "meets requirements" on his/her performance evaluation:

- Step 1 to Step 2 – after 6 months
- Step 2 to Step 3 – after 6 months at step 2
- Step 3 to step 4 - after 12 months at step 3
- Step 4 to step 5 - after 12 months at step 4

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

When an employee is promoted from one classification to a classification allocated to a higher salary range, he/she shall advance to the lowest step in such higher salary range that will provide an amount equal to or nearest to a one-step increase in compensation. The one-step increase will be measured by the compensation schedule from which the employee is being promoted.

Notwithstanding anything in this section, the City Manager may approve a promotion to a higher step within the range.

C. Out of Class Pay/Assignment

When an employee is assigned on a temporary basis to the duties of a higher level position, and such employee assumes the full duties and responsibilities of that position for a minimum of one (1) full shift, such employee shall be compensated from the first day of the temporary appointment at a rate of pay which is no less than the lowest step of the classification for which the employee is temporarily assigned. However, such rate of pay shall not be less than 5.5% or more than the highest step of the classification for which the employee is temporarily assigned.

When there is a current eligibility list, an employee will be selected from that list whenever possible.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported for "classic member" employees per the PEPRA as such pursuant to Title 2 CCR, Section 571(a)(3) Premium Pay – Temporary Upgrade Pay as special compensation.

D. Probation

Probation for new hires and promoted employees shall be one year.

**Discipline**

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination.

**Grievance**

A. Definition

Grievance--a dispute between an employee/employees or the Union and the employer regarding an interpretation or application of the Employer-Employee Labor Relations Resolution, this MOU, or of the Manual of Personnel Rules, Practices and Procedures.

B. Guidelines

1. An employee or the Union may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
2. Allegations of unlawful discrimination shall be processed through either the Human Resources Department utilizing the Discrimination Complaint Procedure, or through the Grievance Procedure. The employee may utilize only one of these two procedures and shall select the applicable procedure at the time of the filing of the discrimination allegation.



3. An employee may either represent him/herself in the grievance process or be represented by another person.
4. Once a grievance is presented and formal notification has been given to the department that the employee, if filed by an employee, he/she will be represented by another person in the grievance proceedings, that representative shall be governed by this MOU.

The representative shall be entitled to:

- a. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
  - b. A copy of any written decisions or communications to the employee concerning the grievance proceedings.
5. A grievance may be initiated by an employee concerned or by the Union on behalf of employee(s).
  6. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee or his/her representative fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
  7. This is the only method for resolving grievances.

#### C. Grievance Procedure

##### 1. Step 1

The employee shall orally present the grievance to the immediate supervisor within ten (10) working 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, 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. In any event, the supervisor shall give an answer to the employee within ten (10) working 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.

## 2. Step 2

If the employee desires to appeal his/her grievance to Step 2, there shall be submitted in writing the specific grievance and areas of disagreement, on a grievance form, to the department head, within five (5) working days following receipt of the immediate supervisor's decision at Step 1. The Union may file a grievance on an employee's behalf or on its own by completing the grievance form and submitting it to the department head or Human Resources within five working days of the step one decision. If the Union files a grievance on its own, it can start at Step 2. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

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 union 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 (within sixty (60) days of receipt of form) with the employee(s) or the Union and appropriate representative. The individual who considered the grievance at Step 1 will not be in attendance at this meeting. A decision, in writing, shall be given to the employee within ten (10) working 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 the information has been requested from the grievant or Union 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 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.

## 3. Step 3-Advisory Arbitration

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

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

Within five (5) working 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.

The arbitrator shall hold a hearing on the issue or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. The arbitrator shall render a written opinion within 30 days following the closing 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 to (or mutually agreed upon) the arbiter. The opinion shall be sent to the City Manager or designee, with a copy to the employee.

Within fifteen (15) 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. A copy of the City Manager or designee letter will be sent to the employee and Union.

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.

## **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 classification series. Employees with two or less years in their current classification series have the right to return to their prior classification series.

3. Within a given class, individuals will be laid off based upon seniority in that classification.
4. The layoff priority of employment categories shall be as follows:
  - a. Probationary, regular full-time employees.
  - b. Regular, full-time employees (for purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)

The City agrees that prior to implementing a layoff of any member of the bargaining unit, it will not retain temporary employees who are performing the duties of the classification to which the City will be issuing a layoff notice.

5. Departments which anticipate a possible reduction in staff shall notify the Human Resources Department and affected employees as soon as possible in order that appropriate procedures may be initiated.
6. Employees who are laid off shall be placed upon a re-employment list for that class. All vacancies within that class shall be filled from the re-employment list prior to using the regular eligible list. The conditions applying to this list shall be as follows:
  - a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
  - b. If qualified, employees shall have a right to a demotion to another classification in their own department or this bargaining unit if a vacancy exists.
  - c. If any employees cannot be placed under the provisions of paragraphs a. and b. above, such employees may be considered by other departments as follows:
    - i. The employee is physically able to perform the required duties.
    - ii. 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.
    - iii. The employee meets the minimum qualifications and physical standards of the position.
    - iv. Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee unless the classification is covered by the bargaining unit.

7. Employees transferred to a new position in the same class shall receive the same salary step and retain the same anniversary date as in their previous position.
8. Employees who, in order to avoid being laid off, accept voluntary demotion shall be compensated in the established salary range of the class into which they transfer at the step nearest to, but not greater than, that received in their former classification. The employee's rate of pay shall be changed at the time that the reassignment is made or new duties and responsibilities are assumed and the employee shall retain the previous employment date for purposes of step advancement.
9. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on 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.
10. 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.
11. 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.
12. Employees who must be laid off shall receive a severance pay benefit based on the following considerations: Should it be determined that the City is required to pay unemployment compensation insurance, severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.
  - a. Employees laid off 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.
  - 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 layoff.
- e. Employees who are laid off will be given the following regarding their other accumulated benefits:
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
  - v. 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.
  - vi. Employees laid off and given an opportunity to return to their job classification shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will lose any remaining severance pay entitlement and will be removed from the reemployment list.
  - vii. Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.

viii. The parties also agree to discuss the development of programs to train bargaining unit employees for other available City job openings.

13. 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.
14. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
15. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
16. 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.

#### E. H-Rating

In the event a regular employee is adversely impacted through no fault of his/her own because of organizational and/or involuntary classification changes, the employee's salary shall be H-rated as follows: 100% of the employee's current salary for one year; and 95% of the employee's current salary for one additional year (unless the salary of the new position is equal to or higher than the employee's H-rated salary), for a total of two years. On a case-by-case basis (e.g., when there is a significant

difference between the employee's current salary and new salary), the parties may discuss H-rating over a three-year period.

In order to qualify for H-rating, an employee must have regular status as an employee, and regular status in the position/classification affected. H-rating shall not apply in instances of employee demotions, reassignments, or reductions in hours, when such actions result from less than satisfactory job performance.

### **Personnel File**

An employee shall be entitled to review the contents of his/her personnel file in the Human Resources Department at reasonable intervals. Such reviews shall be permitted upon request, only during hours when Human Resources is regularly open for business and within three (3) days of his/her request, except when an employee is assigned to a remote area. No materials which may be the basis for future disciplinary actions shall be placed in an employee's personnel file until the employee has had an opportunity to discuss with his/her supervisor such material. An employee shall be supplied with a copy of said material.

### **Safety**

- A. It shall be the responsibility of the City to administer the Safety Program and to make every reasonable effort that safety rules are carried out by all employees. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner.
- B. Should a dispute arise over the application or interpretation of a safety rule, such dispute shall be resolved by use of the Grievance Procedure. However, nothing in this MOU shall prohibit the employee or the Union from exercising their rights to take any safety issue to the appropriate State or Federal agency.
- C. Safety Committee

The City and IBEW endorse the concept of regular and frequent departmental Safety Committee meetings which ensure the full participation and communication of safety issues and concerns among employees and between departments. Towards this end, the City agrees to allow a bargaining unit employee from the electrician and street light series to attend the Water and Power departmental safety committee meetings. In the case of adverse impact to the operation of the City, attendance may be waived.

### **Drug and Alcohol Policy**

It is the responsibility of the City and the employee to maintain a safe, healthy, and productive work environment. Therefore, employees shall not use alcohol or illegal substances while at work nor report to work impaired by the use of drugs or alcohol.



Without detracting from the rights and obligations of the parties, the City and Union agree to cooperate in encouraging employees affected with the condition of alcohol or drug abuse to undergo a program directed to the objective of their rehabilitation.

All employees holding classifications represented by this Union agree to comply with the Alcohol and Drug Abuse Policy specified in Exhibit III.

**No Smoking**

All employees holding classifications represented by this Union shall observe the No Smoking Policy as adopted by the City.

**Prideshare**

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.

**Contracting Out**

It is not the intent of the City to cause employees to lose their jobs or be demoted as a result of a decision to contract out bargaining unit work. If, during the term of this MOU, the City proposes to contract out bargaining unit work, the City shall at the earliest possible time notify the Union in writing of such proposal. Upon written request from the Union, the parties shall meet and confer, prior to any bargaining unit work being contracted out. The parties may explore alternatives to contracting out as part of the meet and confer process.

Disputes over the practical consequences of contracting out shall be resolved through the grievance process.

**Light Duty**

- A. At the discretion of and with the approval of Human Resources, temporary light duty positions may be identified. Should a light duty assignment not be available in the employees' current division, light duty assignments may occur outside the Department/Division which the employee normally works and may involve a change of work hours and/or days off. Clear work restrictions must be provided by a medical doctor to the City to assist in identifying light duty assignments for injured employees.
- B. Employees injured either on duty or off duty will be assigned light duty when a light duty assignment can be found that accommodates his/her work restrictions.
- C. Light duty assignments shall be limited to ninety (90) calendar days. Short term extensions of light duty assignments may be approved by Human Resources when medical evaluation indicates that an employee's return is imminent at the end of the ninety (90) day period.

- D. Light duty is temporary and intended solely to reasonably accommodate an employee on a temporary basis.
- E. The ninety (90) calendar day limit set forth in this subsection shall not apply in the case of pregnancy.

**SIGNATURE PAGE**

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective December 9, 2019.

CITY OF PASADENA

IBEW, Local 18

\_\_\_\_\_  
Steve Mermell, City Manager

\_\_\_\_\_  
Brian D'Arcy, Business Manager

\_\_\_\_\_  
Jennifer Curtis, Director of Human Resources

  
\_\_\_\_\_  
Ken Delgado, Senior Business Representative

\_\_\_\_\_  
Jaime Marie Arellano, Senior Human Resources Analyst

  
\_\_\_\_\_  
James Lohse, Negotiating Committee

\_\_\_\_\_  
Marvin Moon, Assistant General Manager

  
\_\_\_\_\_  
Robert Pollard, Negotiating Committee

\_\_\_\_\_  
Andy Torres, Public Works Administrator

  
\_\_\_\_\_  
Darreld Darling, Negotiating Committee

\_\_\_\_\_  
Michael Paliwoda, Senior Human Resources Analyst

  
\_\_\_\_\_  
Anthony Ghilardi, Negotiating Committee

\_\_\_\_\_  
Varoojan Avedian, Engineering Manager

  
\_\_\_\_\_  
Salvador Avila, Negotiating Committee

  
\_\_\_\_\_  
Russell Leimbach, Negotiating Committee

  
\_\_\_\_\_  
Alan Case, Negotiating Committee

**EXHIBIT I – SCHEDULE OF PAY RATES**

(1) All salary classification step schedules to which percentage adjustments shall apply as referred to in this MOU shall be rounded to the nearest cent half cent or less adjust down; more than a half cent adjust up.

**Salary Schedule – Effective December 9, 2019**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
APPRENTICE ELECTRIC DIST MECH	43.8127	46.1810	48.5492	50.9175	53.2858	55.6540	58.0223
APPRENTICE ELECTRICAL MECHANIC	38.1035	40.1631	42.2227	44.2824	46.3420	48.4016	50.4613
APPRENTICE ELECTRICAL TESTER	38.2976	40.3677	42.4379	44.5080	46.5782	48.6482	50.7184
APPRENTICE ELECTRONICS TECHNICIAN	39.4000	41.5297	43.6594	45.7892	47.9189	50.0486	52.1783
APPRENTICE POWER DISPATCHER	41.7743	44.0324	46.2905	48.5485	50.8066	53.0647	55.3228
AUTOMATED CONTROLS TECH HVAC	37.0177	39.2972	41.6087	43.9201	46.2318		
ELECTRICAL CONSTR WORKER	29.4124	31.2290	33.0628	34.8617	36.7306	37.7262	
ELECTRICAL CRAFT HELPER	29.9633	31.7649	33.6698	35.5578	37.4109		
ELECTRICAL DISTRIBUTION MECH	47.2307	50.2370	53.2603	56.2837	59.2064		
ELECTRICAL MECHANIC	41.2258	43.8044	46.3667	48.9123	51.4912		
ELECTRICAL TESTER	41.9167	43.9465	46.5487	49.1167	51.7535		
ELECTRICIAN	34.5083	36.6424	38.7293	40.8481	42.9349		
ELECTRONICS TECHNICIAN	41.1926	44.2010	47.1600	50.2347	53.2432		
FIELD DESIGN TECHNICIAN	34.4577	36.5293	38.7204	40.8914	43.0224		
HEAT VENT & AIR COND TECH	34.7318	36.7261	38.9614	41.0467	43.2072		
HIGH VOLT MAINTENANCE MECH	47.4860	50.4373	53.3527	56.3396	59.2011		
HIGH VOLT UTILITY EQUIP OPR	42.5820	45.2650	47.8368	50.4884	53.2032		
INSTRUMENT MECHANIC	40.7931	43.2868	45.7806	48.3901	50.8839		
LEAD ELECTRICAL CONSTR WORKER	42.8128	45.3922	48.1221	50.6447	53.2243		
LEAD ELECTRICAL MECHANIC	45.5675	48.4177	51.2494	54.0632	56.9136		
LEAD VAULT INSPECTOR	40.2706	42.6917	45.2523	47.7897	50.2804		
POWER DISPATCHER	42.9634	45.6200	48.2767	50.9804	53.7316	55.0749	56.4518
POWER LINE MECHANIC	44.8233	47.6476	50.3546	53.1451	56.0034		
POWER PLANT INSTRUMENT FOREMAN	48.5966	51.5679	54.5386	57.6471	60.6181		
POWER TROUBLESHOOTER	48.6474	51.7442	54.8582	57.9722	60.9825		
SENIOR AUTO CONTROLS TECH HVAC	40.0122	42.5129	45.0136	47.5146	50.0152		
SENIOR CABLE SPLICER	47.2307	50.2370	53.2603	56.2837	59.2064		
SENIOR ELECTRICAL DIST MECH	48.3138	51.9592	55.5303	59.2494	62.9133		
SENIOR ELECTRICAL TESTER	45.9236	48.7087	51.6334	54.4884	57.3784		
SENIOR ELECTRICIAN	36.8376	39.1134	41.4035	43.6968	46.0038		
SENIOR ELECTRONICS TECHNICIAN	46.9597	49.5052	52.8194	55.7606	58.5675		
SENIOR HEAT VENT&AIR COND TECH	37.8332	40.0048	42.4412	44.7117	47.3286		
SENIOR INSTRUMENT MECHANIC	44.1788	46.8797	49.5805	52.4064	55.1073		

SENIOR POWER DISPATCHER	47.2771	50.5976	53.9511	57.3705	60.6911	62.3349	63.9788
SENIOR SUBSTATION OPERATOR	43.8601	46.5728	49.3624	52.1128	54.8832		
STREET LIGHT & SIGNAL MECHANIC	38.1081	40.4636	42.9159	45.3038	47.7077		
STREET LIGHT & SIGNAL REPAIRER	34.3812	36.4463	38.5438	40.6089	42.7061		
STREET LIGHT & SIGNAL TECH	30.6702	31.8161	32.8807	34.0101	35.2040		
SUBSTATION OPERATOR	38.1392	40.4982	42.9237	45.3156	47.7246		
UNDERGROUND ELECTRIC SVC TECH	33.8242	35.9132	38.0222	40.0910	42.2401	43.3851	
VAULT INSPECTOR	31.4614	33.3530	35.3535	37.3356	39.2816		

**Salary Schedule – Effective June 22, 2020**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
APPRENTICE ELECTRIC DIST MECH	44.9080	47.3355	49.7629	52.1904	54.6179	57.0454	59.4729
APPRENTICE ELECTRICAL MECHANIC	39.0561	41.1672	43.2783	45.3895	47.5006	49.6116	51.7228
APPRENTICE ELECTRICAL TESTER	39.2550	41.3769	43.4988	45.6207	47.7427	49.8644	51.9864
APPRENTICE ELECTRONICS TECHNICIAN	40.3850	42.5680	44.7509	46.9339	49.1169	51.2998	53.4828
APPRENTICE POWER DISPATCHER	42.8187	45.1332	47.4477	49.7623	52.0768	54.3913	56.7058
AUTOMATED CONTROLS TECH HVAC	37.9431	40.2796	42.6489	45.0181	47.3876		
ELECTRICAL CONSTR WORKER	30.1477	32.0097	33.8894	35.7332	37.6489	38.6694	
ELECTRICAL CRAFT HELPER	30.7124	32.5590	34.5115	36.4467	38.3462		
ELECTRICAL DISTRIBUTION MECH	48.4115	51.4929	54.5918	57.6908	60.6866		
ELECTRICAL MECHANIC	42.2564	44.8995	47.5259	50.1351	52.7785		
ELECTRICAL TESTER	42.9646	45.0452	47.7124	50.3446	53.0473		
ELECTRICIAN	35.3710	37.5585	39.6975	41.8693	44.0083		
ELECTRONICS TECHNICIAN	42.2224	45.3060	48.3390	51.4906	54.5743		
FIELD DESIGN TECHNICIAN	35.3191	37.4425	39.6884	41.9137	44.0980		
HEAT VENT & AIR COND TECH	35.6001	37.6443	39.9354	42.0729	44.2874		
HIGH VOLT MAINTENANCE MECH	48.6732	51.6982	54.6865	57.7481	60.6811		
HIGH VOLT UTILITY EQUIP OPR	43.6466	46.3966	49.0327	51.7506	54.5333		
INSTRUMENT MECHANIC	41.8129	44.3690	46.9251	49.5999	52.1560		
LEAD ELECTRICAL CONSTR WORKER	43.8831	46.5270	49.3252	51.9108	54.5549		
LEAD ELECTRICAL MECHANIC	46.7067	49.6281	52.5306	55.4148	58.3364		
LEAD VAULT INSPECTOR	41.2774	43.7590	46.3836	48.9844	51.5374		
POWER DISPATCHER	44.0375	46.7605	49.4836	52.2549	55.0749	56.4518	57.8631
POWER LINE MECHANIC	45.9439	48.8388	51.6135	54.4737	57.4035		
POWER PLANT INSTRUMENT FOREMAN	49.8115	52.8571	55.9021	59.0883	62.1336		
POWER TROUBLESHOOTER	49.8636	53.0378	56.2297	59.4215	62.5071		
SENIOR AUTO CONTROLS TECH HVAC	41.0125	43.5757	46.1389	48.7025	51.2656		
SENIOR CABLE SPLICER	48.4115	51.4929	54.5918	57.6908	60.6866		
SENIOR ELECTRICAL DIST MECH	49.5216	53.2582	56.9186	60.7306	64.4861		
SENIOR ELECTRICAL TESTER	47.0717	49.9264	52.9242	55.8506	58.8129		

SENIOR ELECTRICIAN	37.7585	40.0912	42.4386	44.7892	47.1539		
SENIOR ELECTRONICS TECHNICIAN	48.1337	50.7428	54.1399	57.1546	60.0317		
SENIOR HEAT VENT&AIR COND TECH	38.7790	41.0049	43.5022	45.8295	48.5118		
SENIOR INSTRUMENT MECHANIC	45.2833	48.0517	50.8200	53.7166	56.4850		
SENIOR POWER DISPATCHER	48.4590	51.8625	55.2999	58.8048	62.2084	63.8933	65.5783
SENIOR SUBSTATION OPERATOR	44.9566	47.7371	50.5965	53.4156	56.2553		
STREET LIGHT & SIGNAL MECHANIC	39.0608	41.4752	43.9888	46.4364	48.9004		
STREET LIGHT & SIGNAL REPAIRER	35.2407	37.3575	39.5074	41.6241	43.7738		
STREET LIGHT & SIGNAL TECH	31.4370	32.6115	33.7027	34.8604	36.0841		
SUBSTATION OPERATOR	39.0927	41.5107	43.9968	46.4485	48.9177		
UNDERGROUND ELECTRIC SVC TECH	34.6698	36.8110	38.9728	41.0933	43.2961	44.4697	
VAULT INSPECTOR	32.2479	34.1868	36.2373	38.2690	40.2636		

**Salary Schedule – Effective June 21, 2021**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
APPRENTICE ELECTRIC DIST MECH	46.0307	48.5189	51.0070	53.4952	55.9833	58.4715	60.9597
APPRENTICE ELECTRICAL MECHANIC	40.0325	42.1964	44.3603	46.5242	48.6881	50.8519	53.0159
APPRENTICE ELECTRICAL TESTER	40.2364	42.4113	44.5863	46.7612	48.9363	51.1110	53.2861
APPRENTICE ELECTRONICS TECHNICIAN	41.3946	43.6322	45.8697	48.1073	50.3448	52.5824	54.8199
APPRENTICE POWER DISPATCHER	44.3280	46.7241	49.1202	51.5163	53.9124	56.3085	58.7046
AUTOMATED CONTROLS TECH HVAC	38.8917	41.2866	43.7151	46.1436	48.5723		
ELECTRICAL CONSTR WORKER	30.9014	32.8099	34.7366	36.6265	38.5901	39.6361	
ELECTRICAL CRAFT HELPER	31.4802	33.3730	35.3743	37.3579	39.3049		
ELECTRICAL DISTRIBUTION MECH	49.6218	52.7802	55.9566	59.1331	62.2038		
ELECTRICAL MECHANIC	43.3128	46.0220	48.7140	51.3885	54.0980		
ELECTRICAL TESTER	44.0387	46.1713	48.9052	51.6032	54.3735		
ELECTRICIAN	36.2553	38.4975	40.6899	42.9160	45.1085		
ELECTRONICS TECHNICIAN	43.2780	46.4387	49.5475	52.7779	55.9387		
FIELD DESIGN TECHNICIAN	36.2021	38.3786	40.6806	42.9615	45.2005		
HEAT VENT & AIR COND TECH	36.4901	38.5854	40.9338	43.1247	45.3946		
HIGH VOLT MAINTENANCE MECH	49.8900	52.9907	56.0537	59.1918	62.1981		
HIGH VOLT UTILITY EQUIP OPR	44.7378	47.5565	50.2585	53.0444	55.8966		
INSTRUMENT MECHANIC	42.8582	45.4782	48.0982	50.8399	53.4599		
LEAD ELECTRICAL CONSTR WORKER	44.9802	47.6902	50.5583	53.2086	55.9188		
LEAD ELECTRICAL MECHANIC	47.8744	50.8688	53.8439	56.8002	59.7948		
LEAD VAULT INSPECTOR	42.3093	44.8530	47.5432	50.2090	52.8258		
POWER DISPATCHER	45.5898	48.4088	51.2279	54.0968	57.0162	58.4417	59.9027
POWER LINE MECHANIC	47.0925	50.0598	52.9038	55.8355	58.8386		
POWER PLANT INSTRUMENT FOREMAN	51.0568	54.1785	57.2997	60.5655	63.6869		
POWER TROUBLESHOOTER	51.1102	54.3637	57.6354	60.9070	64.0698		

SENIOR AUTO CONTROLS TECH HVAC	42.0378	44.6651	47.2924	49.9201	52.5472		
SENIOR CABLE SPLICER	49.6218	52.7802	55.9566	59.1331	62.2038		
SENIOR ELECTRICAL DIST MECH	50.7596	54.5897	58.3416	62.2489	66.0983		
SENIOR ELECTRICAL TESTER	48.2485	51.1746	54.2473	57.2469	60.2832		
SENIOR ELECTRICIAN	38.7025	41.0935	43.4996	45.9089	48.3327		
SENIOR ELECTRONICS TECHNICIAN	49.3370	52.0114	55.4934	58.5835	61.5325		
SENIOR HEAT VENT&AIR COND TECH	39.7485	42.0300	44.5898	46.9752	49.7246		
SENIOR INSTRUMENT MECHANIC	46.4154	49.2530	52.0905	55.0595	57.8971		
SENIOR POWER DISPATCHER	49.6705	53.1591	56.6824	60.2749	63.7636	65.4906	67.2178
SENIOR SUBSTATION OPERATOR	46.0805	48.9305	51.8614	54.7510	57.6617		
STREET LIGHT & SIGNAL MECHANIC	40.0373	42.5121	45.0885	47.5973	50.1229		
STREET LIGHT & SIGNAL REPAIRER	36.1217	38.2914	40.4951	42.6647	44.8681		
STREET LIGHT & SIGNAL TECH	32.2229	33.4268	34.5453	35.7319	36.9862		
SUBSTATION OPERATOR	40.0700	42.5485	45.0967	47.6097	50.1406		
UNDERGROUND ELECTRIC SVC TECH	35.5365	37.7313	39.9471	42.1206	44.3785	45.5814	
VAULT INSPECTOR	33.0541	35.0415	37.1432	39.2257	41.2702		

## EXHIBIT II – TRAINING - APPRENTICESHIP – ELECTRICAL DISTRIBUTION MECHANIC

### I. Term of Apprenticeship and Probation

The standard term of apprenticeship shall be a minimum of 8,000 hours, or four years for Electrical Distribution Mechanic.

### II. Wage Schedule

The rate of compensation for Apprentice Electrical Distribution Mechanic, Apprentice Electrical Mechanic, Apprentice Electrical Tester, Apprentice Electronics Technician and Apprentice Power Dispatcher shall be as indicated below with incremental increases at the satisfactory completion of each training period as follows. The percentage indications are approximate; any salary determination shall be made by the Pasadena Human Resources Department.

Approximate % of Electrical Distribution Mechanic, Electrical Mechanic, Electrical Tester, Electronics Technician, Power Dispatcher Salary:

Step 1 6 months	74%
Step 2 6 months	78%
Step 3 6 months	82%
Step 4 6 months	86%
Step 5 6 months	90%
Step 6 6 months	94%
Step 7 12 months	98%

Appointment to journey level Electrical Distribution Mechanic, Electrical Mechanic, Electrical Tester, Electronics Technician, Power Dispatcher

Completion of 6-month probation      100%

### III. Age and Physical Standards

Shall be consistent with state law. A stringent physical examination must be passed, including a physical agility test.



## EXHIBIT III – DRUG & ALCOHOL 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) which may impact their ability to perform their duties safely and efficiently in the interests of the public and their coworkers, as well as themselves.

### B. Policy

The City and the Union recognize the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in the workplace. The parties also recognize that employees have a Constitutional right to personal privacy and confidentiality. Both parties agree that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, while on duty, or before reporting for duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employees or to any person while on or off duty; nor have their ability to work impaired as a result of the use of alcohol or any drugs or substances

The goals of this policy include the prevention of drug and alcohol use or impairment on the job and the encouragement of treatment and rehabilitation for those employees who voluntarily acknowledge having a drug or alcohol problem. The City shall authorize the use of earned sick leave and vacation and may authorize a leave of absence for an employee who seeks rehabilitation.

### C. Application

This agreement pertains to all employees who hold classifications represented by IBEW and all alcohol, or other substances, drugs or medications, legal or illegal, which are known to impair an employee's ability to effectively and safely perform the functions of their job.

### D. Education

All management and supervisory personnel shall be trained, with periodic updating, to correctly identify symptoms of drugs or alcohol impairment.

### E. Employee Responsibilities

An employee must:

1. Refrain from the use of, or possession of, illegal drugs, substances, or narcotics while on duty or off duty;

2. Not report to work while his/her ability to perform job duties is impaired (or if he/she would test positive on a test based on the testing protocol for a positive test) due to off duty alcohol or drug (whether illegal or legal) use;
3. Not possess or use alcohol during working hours, when there is a reasonable expectation of being called to duty, when on breaks, during meal periods or at anytime while on City property;
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 immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager based on reasonable suspicion;
7. 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 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; and;
9. Report to the supervisor 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.

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 equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

#### F. Reasonable Suspicion

"Reasonable suspicion" is a belief based on objective facts 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 job is impaired or that the employee's ability to perform safely is reduced.

1. The City may require an employee to submit to a drug/alcohol test only where the employer has "reasonable suspicion" that the employee is under the influence of drugs or alcohol while on duty.

2. Random, mass or individually scheduled testing of employees for drugs or alcohol, which is not based on reasonable suspicion, is prohibited unless the employee is on a conditional letter of agreement.
3. Reports of drug use or aberrant behavior which are not confirmed by specific observations shall not constitute "reasonable suspicion".
4. "Reasonable suspicion" exists only when the following elements are present:
  - a. A supervisor observes an employee exhibiting unsafe, aberrant or bizarre behavior, or inability to do their job, and is confirmed by a second supervisor unless there is no second supervisor on shift. At least one of the supervisors must have been trained to recognize the symptoms of being under the influence. Using an illegal substance at the work site, or possessing drugs or alcohol at the work site, does not require a confirmation by a second supervisor.
  - b. The behavior and/or symptoms are not reasonably explained by other causes (such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to noxious fumes or smoke, etc.)
  - c. The symptoms and/or behavior are of the type recognized and accepted by medical science as indicating impairment caused by alcohol or controlled substances.
5. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute "reasonable suspicion" required by this agreement.
6. Each supervisor who observes on-duty conduct which establishes "reasonable suspicion" shall document in writing the specific symptoms or behaviors present. This documentation shall be completed at the time of the observation or immediately thereafter.
7. When a bargaining unit employee has "reasonable suspicion" that a supervisor may be under the influence or impaired while on duty, the bargaining unit employee may report that suspicion to the next level supervisor (up to and including the Department Head) who is then under an obligation to implement the applicable provisions of the City's Drug and Alcohol Policy.

#### G. Testing Procedure

1. When a supervisor has "reasonable suspicion" that an employee is impaired by alcohol or a controlled substance, he/she may order the employee to take a drug/alcohol test.
2. The employee shall be given copies of the supervisors' documented observations prior to the ordered test. He/she shall be driven to the medical facility by a person designated by the City and may be accompanied by the Union or other representative if the employee chooses.

However, the City will not wait for a Union representative to become available as there is urgency for the test to be administered.

3. The employee shall have two options if ordered to submit to a drug test:
  - a. Submit to urine or breath testing for the presence of a controlled substance; or
  - b. Decline the testing which will result in a charge of insubordination and the City may consider that the test as a positive test, which may lead to disciplinary action up to discharge.

#### H. Interpreting Test Results

1. The results of the urine test shall be reported to the supervisor or the Director of Human Resources.
2. If the results are negative, the medical facility shall immediately report that fact to the supervisor or Director of Human Resources who shall notify the affected employee. When the results are negative the employee shall be entirely vindicated of any wrongdoing related to substance abuse, and all related documentation shall be destroyed.
3. If the results are positive, the City may consider all of the circumstances in deciding how to proceed.
4. Upon the employee's request, the City shall authorize and/or provide a copy of all of the laboratory reports including, but not limited to all test results, computer printouts, interpretations, graphs, reports and chain of custody forms.
5. Except as provided in Item 4 (above), the test results and other related lab test reports if any shall not appear in an employee's general personnel folder. 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.

#### I. Discipline

1. For employees who do not seek voluntary rehabilitation for substance abuse problems and where there is a job impact from substance abuse, the City will take appropriate disciplinary action.
2. If the "reasonable suspicion" test results for alcohol or drugs are positive, the employee may be subject to disciplinary action which may result in discharge.

3. The City shall present the employee with a copy of all materials upon which a disciplinary action is based.
4. If the employee caused an accident which resulted in a serious injury while impaired by drugs or alcohol, or if the employee ingested drugs or alcohol on the job, or if the employee has a serious disciplinary record such that any additional incident would be cause for discharge, such employee shall be subject to discipline up to and including discharge.
5. Employees who are discovered by the City to be impaired on the job, or whose job performance is negatively impacted by alcohol or other substances, may request, in lieu of discipline, an opportunity to enter into a rehabilitation program. The City will have discretion as to whether to grant this request. If it does, the employee will be subject to a conditional employment agreement.

J. Voluntary Treatment or Rehabilitation

1. Employees may voluntarily seek assistance for alcohol or substance abuse problems without prejudice. An employee who seeks assistance shall not be disciplined or illegally discriminated against for seeking such assistance. Requests for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.
2. Treatment in such programs may be covered by the employee or by the group medical plan.
3. Any drug or alcohol testing performed pursuant to a voluntary treatment or rehabilitation program shall remain confidential.

#### EXHIBIT IV – CLASS CONSOLIDATION

- I. Effective on the first day of the pay period following City Council approval of this MOU, the parties agree to the new classification of Apprentice Power Dispatcher
- II. Salary ranges of proposed classifications are provided in Exhibit I identifying salaries.
- III. The 3% training premium will be provided to individuals training a person in a classification with a top step salary above or equal to the person providing the training. The 3% training premium will be calculated at 3% above the top step of the classification of the individual receiving training and will be paid for the work day/shift to the person providing the training. The training premium does not apply to training Apprentices.
  - A. 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) and Section 571.1(b)(3) Special Assignment Pay – Training premium as special compensation.
- IV. Management retains sole discretion in determining who successfully completes the training program. Any employee who fails to successfully complete the training program or who chooses to withdraw from the training program for the new classification shall immediately revert to his/her previous classification at the appropriate step in the salary range. Future appointment to the new classification would require participation in the recruitment process for the position.
- V. Grandfathered employees (i.e., Senior Cable Splicers and Power Line Mechanics) may continue to be eligible for working out of class if they meet the qualifications of the out of class classification.
- VI. Effective on the first day of the pay period following City Council approval of this MOU, Substation Operators will be eligible for a 3% training premium that will be provided to individuals assigned to train a person in the classifications of Apprentice Power Dispatcher, Power Dispatcher or Senior Power Dispatcher with a top step salary above or equal to the person providing the training. The 3% training premium will be calculated at 3% above the top step of the classification of the individual receiving training and will be paid for the work day/shift to the person providing the training.
  - A. 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) and Section 571.1(b)(3) Special Assignment Pay – Training premium as special compensation.

**EXHIBIT V – STANDBY SIGN-UP FORM**

Pasadena Water and Power  
 IBEW Standby Sign-Up Form  
 Calendar Year

In accordance with the IBEW MOU and established Procedures, the following employees elect to sign up for standby for.

Employees may choose to be contacted by City provided electronic device or for power classifications (not Public works classifications) personal cell phone and are required to respond to a page or a call within 15 minutes as set forth above in the MOU. Employees must identify on this form whether they are choosing to be contacted by City issued electronic device or personal cell phone. If personal cell phone is chosen, the employee must provide the number on this form and if changed must immediately provide the new number. Employees are not permitted to change from electronic device to personal cell phone and vice versa during the calendar year and only at the beginning of the following calendar year.

	Employee Name/ Signature	Date	City issued electronic device	Personal cell phone
1.				
2.				
3.				
4.				
5.				
6.				
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9.				
10.				
11.				
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