



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PASADENA

AND

PASADENA POLICE SERGEANTS ASSOCIATION

JULY 1, 2013 – JUNE 30, 2016

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ARTICLE 1. PREAMBLE

- A. The Pasadena Police Sergeants Association, a recognized employee organization, and the City of Pasadena, a Public Agency, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement.
- B. It is the intent and purpose of this MOU to set forth the total and complete understanding and agreement between the parties regarding the matters set forth herein. All present written rules covering matters within the scope of representation shall remain in full force and effect unless specifically altered by the provisions of this MOU. No presently established past practices on matters within the scope of representation shall be altered unless the City has given notice and met and conferred with the Association.
- C. It has been and continues to be the case that the parties have operated in good faith. It is the desire and intent that such good faith will continue in the application of all manner of relations between the parties even when there are disagreements between them.

ARTICLE 2. RECOGNITION

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

ARTICLE 3. SCOPE

- A. It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.
- B. Except where limited by specific provisions elsewhere in this MOU nothing in this MOU shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions, committees and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) schedule, transfer, assign and

direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its purposes and functions in emergencies; (11) require overtime; (12) exercise complete control and discretion over its organization and the technology of performing its work.

- C. The exercise of these rights does not eliminate the employee's (or their representative's) right to meet and confer over any substantive impact these decisions have on wages, hours and other terms and conditions of employment or preclude raising grievances on those matters defined in the grievance procedure hereinafter specified.

- D. It is further agreed that the designated Association officers and stewards shall be permitted to engage in contract disputes during the life of the MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:
 - 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 with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;
 - 5. Prepare for scheduled meetings mutually agreed to by the City and the Association for conferral or other purposes.

- E. Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated 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 Association officer or representative is representing an employee, he/she will request the permission of the immediate supervisor in reasonable 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 the duty station, the officer or representative will notify the supervisor. Upon arriving at the work place of the employee to be represented, the officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the representative is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor in charge will advise the Association officer or steward the reason why he/she cannot do so and the time when the employee will be available.

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

G. Association Representatives

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

2. The Association 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 officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the Association will promptly notify the department head and the Human Resources Department of the change.

ARTICLE 4. NON-DISCRIMINATION

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

ARTICLE 5. DUES

- A. Upon proper authorization from the employee the City shall deduct Association dues from employee paychecks.
- B. The Association shall indemnify and hold harmless the City, its employees, officials and representatives from any claims, litigation or liability arising from the implementation of this section.
- C. Employees may withdraw, revoke or cancel Association membership upon written notification to the Human Resources Department during the months of April and October of any year.

ARTICLE 6. NO STRIKE

- A. The parties to this Memorandum recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this Memorandum the parties agree not to conduct strike or lockout activities.
- B. Under no conditions or circumstances will the Association or any of its members individually or collectively cause, sanction, honor or engage in any strike, sympathy strike, sit-down, stay-in, sick-out or slow-down, or in any curtailment of work or restriction of production or service.

ARTICLE 7. MODIFICATION CLAUSE

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

ARTICLE 8. SAVINGS CLAUSE

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental administrative tribunal or boards, such invalidation shall not affect the remaining portions of this MOU.

ARTICLE 9. IMPASSE

- A. In lieu of any concerted action by the Association or its members, either party may request the assistance of a mediator in compliance with the law in an effort to resolve the dispute. Should the dispute remain unresolved, the matter may be referred to the City Council for determination as described in the City's procedure for Resolution of Impasse. Additionally, the association may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).
- B. The fees and expenses, if any, of mediators or any other impasses procedures shall be payable one-half by the City and one-half by the Association.

ARTICLE 10. COMPENSATION

A. Salaries

- 1. Effective the pay period following City Council approval of the MOU, base pay will be increased by 2%.
- 2. Effective the pay period that includes July 1, 2014, base pay will be increased by 3%.
- 3. Effective the pay period that includes July 1, 2015, base pay will be increased by 2.5%.
- 4. During the term of the 2013 - 2016 Memorandum of Understanding, the top step for Police Sergeant shall not be less than 15% above the top step for Police Corporal.

[See Exhibit I for salary steps.]

B. Retirement

- 1. Retirement benefits shall be provided pursuant to the City of Pasadena's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with CalPERS regulations.
- 2. Unit members employed by the City of Pasadena on or before December 31, 2012 and unit members hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or who are members of an agency with reciprocity, are provided the following retirement benefits:

- a. Safety 3% @ 55 retirement formula (Section 21363.1)
 - b. Final Compensation Period – One Year (Section 20042)
 - c. Effective the pay period following City Council approval of the MOU, employees will pay three percent (3%) of the member contribution on a pre-tax basis. The City will pay and report the value of Employer Paid Member Contributions (per resolution) of 6%.
 - d. Effective the pay period that includes July 1, 2014, employees will pay an additional three percent (3%) for a total of six percent of the member contribution on a pre-tax basis. The City will pay and report the value of the Employer Paid Member contribution (per resolution) of 3%.
 - e. Effective the pay period that includes July 1, 2015, employees will pay an additional three percent (3%) for a total of nine percent of the member contribution on a pre-tax basis. The City will report the value of Employer Paid Member Contributions (per resolution) as 0%.
3. Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013, are provided the following retirement benefits:
- a. Safety 2.7% @ 57 retirement formula
 - b. Final Compensation period - Three Years. Final compensation based upon the highest annual average compensation earnable during the 36 consecutive months of employment immediately preceding the effective date of his or her retirement or some other period designated by the retiring employee
 - c. Unit members contribute one-half of the total normal cost toward retirement. Effective January 1, 2013 that amount is 12%.
4. The City contracts for the following optional benefits which apply to all employees:
- a. 1959 Survivor Benefit Level 4 (Section 21574)
 - b. Pre-Retirement Option 2W Death Benefit (Section 21548)
 - c. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)

- d. Post Retirement Survivor Allowance (Section 21624/26/28)
- e. Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635)
- f. \$500 Retired Death Benefit (Section 21620)
- g. 2% Annual Cost of Living Allowance Increase (Section 21329)
- h. Unused Sick leave Credit (Section 20965)

C. Court Appearance Pay

Employees required to appear in court in connection with the performance of their duties, while not being compensated for work, shall receive a minimum of three (3) hours of pay at time and a half his/her base hourly rate of pay. If an employee is required to be in court during morning and afternoon sessions, such employee shall receive a minimum of six (6) hours of pay at time and a half his/her base hourly rate of pay.

D. Special Assignment Pay

1. Unit members assigned to the following special assignments will receive additional compensation. This pay will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment as special compensation:
 - a. Motorcycle Patrol - 300 per month.
 - i. Unit members who are temporarily assigned as motorcycle patrol receive \$1.73 per hour as additional compensation during the hours they serve on motorcycle patrol.
 - b. Helicopter Pilot - \$700 per month.
 - c. Flight Time Premium (Tactical Flight Officer) - \$300 per month
 - d. Gang Detail (Special Enforcement Section (SES)) - \$300 per month. The parties agree that this assignment includes SWAT and that no additional compensation is provided for SWAT.

2. Bilingual Pay

- a. The Chief of Police shall have the discretion to determine specific job assignments or critical positions for which bilingual skills are needed, and to designate individual employees as bilingual communicators. The Chief of Police may designate languages eligible for bilingual compensation.
 - b. Unit members who successfully complete the bilingual proficiency exam will receive bilingual pay of \$140 per month. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) bilingual pay.
3. Unit members assigned to the following special assignments will receive additional compensation. This pay is not reportable to CalPERS as special compensation.
 - a. Movie Detail (non-supervisory) - \$63.00 per hour.
 - b. Movie Detail (supervisory) - \$81.60 per hour.
 4. Pay identified for special assignments in the sections above will be at least equal to or above the amount paid to Police Officers as identified in the PPOA MOU.
 5. Rose Bowl event pay will be compensated at time and one-half the employees' base hourly rate of pay for all hours worked. Rose Bowl events have a four hour minimum.
 6. Should a Rose Bowl event be cancelled with less than 24 hours' notice, employees scheduled to work will be paid four hours at his/her base rate of pay.

E. Education and Certification Pay

1. Unit members who possess the following will receive additional compensation. Employees are eligible one level of pay, typically the highest level of pay for which they qualify. This pay will be provided by calculating the monthly rate multiplied by twelve months and divided by 26 and paid as biweekly payments. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Pay as special compensation:
 - a. Advanced POST Certificate - \$600 per month
 - b. Supervisory POST Certificate - \$700 per month

- c. Supervisory POST Certificate and a Bachelor's degree - \$950 per month

F. Call Back and Standby/On-Call Pay

1. Call Back: Unit members who are contacted for call back to respond to emergencies or operational issues identified by the Police Chief or his/her designee.
 - a. Call back is the unscheduled call to an off-duty employee requiring that they report to work. Call back procedures are established by department policy.
 - b. Unit members are compensated at time and one half an employees' hourly base rate of pay for hours worked beginning when they are called to report for duty.
 - c. Unit members who are not otherwise restricted in personal pursuits nor required to comply with pre-established response times are compensated under call back should they be required to respond to work.
2. Standby/On-Call: Unit members may be scheduled for standby/on-call duty (typically in one week increments). Standby/On-Call duty is prescheduled.
 - a. Standby/On-Call for one week increments will be compensated with seven (7) hours of base pay or compensatory time off.
 - b. Standby/On-Call for less than one week increments will be compensated with one (1) hour of base pay or compensatory time off per day.
 - c. Employees whose comp time balance is at the maximum (120 hours) will be paid Standby/On-Call pay as straight time at his/her base hourly rate of pay.
 - d. Employees assigned to standby/on-call are subject to the following requirements:
 3. Be ready to respond immediately to calls for service;
 4. Be reachable by telephone, pager or vehicle radio;

5. Be en route as soon as possible, but no longer than thirty (30) minutes after receiving call;
6. Refrain from intoxicants or other activities which might impair the ability of the Sergeant to perform the assigned duties;
7. Be able to return to the City or location of an emergency within ninety (90) minutes.

ARTICLE 11. HOURS OF WORK/WORK SCHEDULES

A. Work Schedules

1. Unit members shall be paid for all hours worked. Unit members' record hours worked in fifteen minute increments of time. When an employee works more than seven minutes into the next payroll increment, the employee is expected to round up to fifteen minutes.
2. Work schedules are defined as an employee's regularly assigned hours of work. Unit members work either a 3/12.5 or 4/10 work schedule. All unit members are scheduled to work 160 hours in the 28 day FLSA work period.
 - a. Unit members assigned the 3/12.5 work schedule work three twelve and one-half hour shifts each week and one ten hour shift during the twenty-eight day work period. Each shift includes a paid thirty minute meal period.
 - b. Unit members assigned the 4/10 work schedule work four ten and one-half hour shifts each week. Each shift has a thirty minute unpaid meal period.
3. Changes in work schedules may be made to accommodate operational needs of the department. Whenever possible, unit members will be provided ten calendar days' notice of a change in his/her normal work shift.

B. Shift Trading

1. Police Sergeants have the right to trade shifts with their colleagues within the same classification subject to the following conditions:
 - a. Both employees agree to the shift trade voluntarily.
 - b. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

- c. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
- d. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
- e. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her sick leave (or other accrued leave if sick leave bank is zero) deducted.

C. Overtime

- 1. Overtime is subject to pre-approval in compliance with department procedures.
- 2. Actual hours worked in excess of an employee's regular schedule will be paid at time and one-half the employees' base hourly rate of pay. Holiday hours count as hours worked for the purpose of calculating overtime eligibility.
- 3. Employees may elect to accrue compensatory time off in lieu of payment of overtime up to a maximum of one hundred and twenty (120) hours.
- 4. Employees may not receive overtime while also being compensated for any other hours of work except for movie detail and special events where the employee's compensation is paid for by a third party at time and one-half the base rate of pay.
- 5. Except in an emergency to maintain operations, unit members will be provided a minimum of a six hour break between work shifts.

D. Compensatory Time Off (Comp Time)

- 1. In lieu of receiving payment for overtime, an employee may request in advance to accrue compensatory time off at the rate of time and a half for each hour worked subject to a maximum accrual of one hundred and twenty (120) hours. The department has the sole discretion to grant the accrual of comp time or to pay the overtime.

2. The time during which an employee may use accrued compensatory time off is subject to approval by the Police Chief or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least ten calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
3. Employees may request to cash out accrued compensatory time off at any time.
4. Upon separation from City service, an employee shall be compensated for all accrued compensatory time off at the regular rate of pay.

E. Reassignment

1. For non-emergency regular reassignments, except for special events for which the City does not receive over seven (7) calendar days advanced notice of the necessity of utilizing Department personnel, the City shall provide the employee at least seven (7) calendar days prior notice in writing for reassignment of days off, working hours or work assignment, unless waived by all directly affected parties.
2. Irregular work assignments such as those which occur in Special Enforcement Section (SES), Special Investigations Unit (SIU), the Fugitive Apprehension Unit, and West San Gabriel Regional Crime Task Force due to the nature of the operation are not necessarily on a fixed and constant work schedule, and as a result, are generally exempt from the seven (7) calendar day notice. However, every reasonable effort shall be made to consider the employee's circumstances.

Article 12. LEAVES OF ABSENCE

A. Vacation

1. Vacation Accrual and Maximum

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

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

B. Holidays

1. Unit members are eligible for holiday pay for the following nine holidays:

- a. January 1
 - b. Third Monday in January
 - c. Last Monday in May
 - d. July 4th
 - e. First Monday in September
 - f. November 11th
 - g. Fourth Thursday in November
 - h. The day following the fourth Thursday in November
 - i. December 25th
2. Holiday pay for the above nine days will be provided as follows:
- a. Holiday pay equivalent to a unit members regular scheduled hours will be paid at the employee's hourly base rate of pay. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).
 - b. For employees who work on the designated holiday:
 - i. Hours worked will be paid at time and one-half the employees base hourly rate of pay.
3. Annually, unit members will receive the value of three floating holidays in his/her floating holiday bank with the first pay period in January. The value of the holidays will be granted based on the employees regular schedule (e.g. 4/10 receives 30 hours and 3/12.5 receives 37.5 hours).

C. Sick Leave

- 1. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (child, parent, spouse, or registered domestic partner as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law.
- 2. Every employee who is unable to report to work for his/her scheduled shift shall either call, or have someone call his/her supervisor proceeding the time he/she is scheduled to report to work to explain the absence. If a supervisor doesn't answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
- 3. The Police Chief or his/her designee has the authority to approve sick leave for unit members.

4. Unit members requesting to use sick leave for four days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employees' supervisor before returning to work.
5. A unit member who while on vacation becomes ill/injured and who provides a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of three days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Police Chief.
6. Sick Leave Accrual
 - a. Effective the pay period that includes January 1, 2014, employees are eligible to accrue on a per pay period basis, up to eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.
 - b. At the time of transition to sick leave accrual, sick leave that is in excess of 1200 hours may be cashed out at 50% of its value. This is a one-time cash out that will be paid with the second paycheck in January 2014.
 - c. Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit.
 - d. Unit members may use up to one-half of his/her annual accrual (40 hours) for family sick leave purposes.

D. Military Leave

The City provides military leave in accordance with the law.

E. Bereavement Leave

1. Unit members may use up to three consecutive work days or shifts of bereavement leave due to the death of an immediate family member (spouse, registered domestic partner, child, step-child, parent, parent of spouse/registered domestic partner, grandparent, brother, or sister)

2. Under special circumstances, the Police Chief may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member.

F. Family Medical and Pregnancy Disability Leave

1. The City provides benefits, including leave, pursuant to the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA).
2. The City provides benefits, including leave, pursuant to the Pregnancy Disability Act (PDA).
3. Maternity Leave/Reduced Work Week Schedule
 - a. For regular full time employees, the City will provide an unpaid maternity leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.
 - b. In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.
 - c. Employee may request that all or part of their earned sick leave, vacation time or compensatory time not be used or run out prior to the leave of absence, but remain on the books for the employee's future use upon their return to work.

G. Workers' Compensation Leave

The City provides workers' compensation benefits in accordance with the law.

Article 13. BENEFITS

A. Life Insurance

The City will provide life insurance coverage in the amount of \$50,000 for each employee.

B. Dental Care Program

The City will contribute 100% of the employee only premium for the PPO dental plan offered by the City. For employees who cover a dependent, the City will contribute up to an additional \$85.40 per month toward the dental plan premium.

C. Health Insurance

1. The City of Pasadena participates in PEMHCA (CalPERS Medical program). The City contributes the statutory minimum toward the medical premium for employees.
2. The City provides unit members with an Employee Option Benefit Fund (EOBF) allowance which is used to offset additional health premium costs.
3. Effective January 1, 2013 the EOBF allowance (not including the PEMHCA minimum) for employees enrolled in a medical plan offered through the City is:
 - a. Employee Only \$1210.64
 - b. Employee+1 \$1210.64
 - c. Employee+2 \$1210.64
4. The EOBF allowance will be increased when the lowest plan premium available to all employees exceeds the current allowance. The increased amount will equal the lowest plan premium in each tier available to all employees.
5. Unit members hired by the City prior to July 1, 2013 will have the opt-out amount frozen at \$1210.64. Unit members whose EOBF amount exceeds premium costs or who opt-out will have the excess funds contributed to the employees' deferred compensation account.
6. Unit members hired by the City on or after July 1, 2013 will have an opt-out amount of \$400 per month to be used at his/her discretion.

D. Retiree Health

1. For each unit member, the City shall contribute 3% of base pay directly into the post-retirement medical trust fund designated by the Pasadena Police Sergeants Association.
2. The Association shall be solely responsible for maintaining and allocating funds from the post-retirement medical trust fund. The Association shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.
3. Funds diverted to the medical trust shall be considered as salary for purposes of compensation comparisons.

E. Tuition Reimbursement

1. Employees pursuing a Bachelor of Arts degree or higher in a job-related field at an accredited college or university, shall be eligible for tuition reimbursement of up to one thousand dollars (\$1,000) per fiscal year. In addition, Management 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. Parking fees are not reimbursable under this provision.
2. Eligibility for tuition reimbursement shall be in accordance with Section 4.10 of the City of Pasadena's Manual of Rules, Practices and Procedures.

F. Uniforms and Department-Issued Equipment

1. Uniforms are provided by the department.
2. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) the City will report as special compensation, \$750 per year as the value of the uniforms for a unit member employed on or before December 31, 2012. "New members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.
3. The Department-issued equipment includes the following: service weapon, gun belt, baton and holder, OC spray and holder, conducted energy weapons, holster, ammunition-loaders-case, handcuffs and case,

belt keepers, rain coat, rain cap for hat, whistle with chain, motorcycle riding breeches, motorcycle riding boots, motorcycle safety helmet, flight helmet with appropriate eye protection, Nomex flight suit, and flashlight.

4. Rules and regulation for wearing and replacing uniforms and equipment shall be set by the department.
5. The employee is responsible for the proper care and maintenance of uniforms and department-issued equipment. The employee must pay for and replace any uniform or department-issued equipment assigned to the employee which is lost or stolen. Except, however, where it is determined that the lost or stolen uniform and/or equipment is not the fault of the employee, the City shall replace same.
6. Unit members are responsible for the proper care and maintenance of uniforms and department issued equipment.

G. Body Armor

1. Safety vests will be issued by the department. Replacement vests purchased by the employee will be reimbursed pursuant to department policy in an amount not to exceed \$720.00. Any additional cost is paid for by the employee.
2. Employees in Patrol or performing enforcement work are required to wear safety vests pursuant to department policy.

H. Long Term Disability Insurance

1. The City will provide a long term disability plan that will provide for disability payments to employees under, at least, the following basic provisions:
 - a) Disability payments will commence on the 61st calendar day of the illness or injury.
 - b) Payments will be coordinated with deductible benefits as provided under the LTD plan, not to exceed a total of 50% of the employee's salary or a maximum of \$900 per month.
 - c) The maximum benefit period will be five years.

- d) The City will contribute up to \$6.00 per month to the cost of the Plan.

I. Professional Development Allowance

1. Unit members shall be eligible for a professional development allowance of \$500 per fiscal year.
2. The Police Chief may approve eligible expenses which contribute to the personal development of the Sergeant and/or enhance knowledge in the field work or profession.
3. Eligible expenses shall include one or more of the following: Membership in the community, civic or professional organization, professional conference or training workshops not budgeted, job related personal expenses related to civic and community activities, including testimonials, education tuition reimbursement for specialized programs or as a supplement to the City's tuition reimbursement program, subscriptions to professional and educational journals and publications not budgeted, membership to health and physical fitness facilities, annual medical examination, and computer or other specialized equipment (for home which is compatible with City equipment).
4. The professional development allowance shall not be accumulated or carried forward beyond each year of the MOU.

Article 14. SALARY ADMINISTRATION

A. Step Increases

Employees hired or promoted to Step 1 of a pay range shall be considered for Step 2 salary at the end of six (6) months. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

1. Step 3 - 6 months after the Step 2 increase
2. Step 4 - 6 months after the Step 3 increase
3. Step 5 - 6 months after the Step 4 increase

B. Promotion

1. The promotional probationary period for Police Sergeants is twelve (12) months.

2. When an employee is promoted from Police Officer or Police Corporal to Police Sergeant, he/she shall advance to the lowest step in such higher salary schedule that will provide an amount equal to or nearest to a one-step increase (approximately 5%) in compensation. The one-step increase will be calculated using the compensation schedule from which the employee is being promoted. An employee shall be reviewed for advancement to Steps 4 and 5 of the Police Sergeant's salary range after six (6) months of continuous service at each step.
3. Notwithstanding the aforementioned language in this section, the Police Chief may approve a promotion of an employee to a higher step within the salary range of Police Sergeant.

C. Acting Watch Commander

1. A Police Sergeant assigned to the role of Watch Commander at a time when no Watch Commander/Lieutenant is on duty will receive a 10% premium for the hours so assigned. Such premium will not apply for assignments of less than one hour.
2. Acting Assignments shall be in accordance with the Acting Assignment policy specified in the City of Pasadena Manual of Rules, Practices and Procedures. At the sole discretion of the Police Chief, a Sergeant may be assigned as Acting Lieutenant for position coverage overtime in the rank of lieutenant, if the Police Chief determines that replacing the lieutenant is in the best interests of the Department.

Article 15. DISCIPLINE

- A. The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written warnings, suspension, demotion and termination.
- B. The following shall apply to personnel investigations.
 1. Interview Procedures
 - a) In all cases wherein the Sergeant is interviewed, the person responsible for the interview shall:
 - 1) Inform the Sergeant that he/she has a right to be represented by counsel or any representative during the interview;

- 2) Conduct the interview at a reasonable time and date to allow for the officer's convenience;
 - 3) Identify to the Sergeant all persons present or participating in the interview;
 - 4) Conduct the interview for a reasonable length of time;
 - 5) Not expose the Sergeant to offensive language, threats of transfer, disciplinary action, or loss of employment;
 - 6) Cause an appropriate record to be made of the interview, which shall be available to the Sergeant on request.
- b) In the event the Sergeant is being investigated for a criminal offense, prior to the interview, the Sergeant shall be advised of his/her rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has commenced, then the interview shall cease while the Sergeant is admonished.
- c) Sergeants, when ordered by a superior, must answer questions directly and narrowly related to the performance of the Sergeant during the course of his/her duties that resulted in the allegation under investigation.
- 1) Unless mandated by a court order, these statements will not be used, and are not admissible, in a criminal trial.
 - 2) Failure to answer questions when ordered may result in disciplinary action and/or termination.
 - 3) If the Sergeant is ordered to answer questions, the following statement may be read into the record:
 - i. "The Police Department of Pasadena, California, is conducting an investigation and I, _____, a Police Sergeant for the City, have been ordered to answer questions."
 - ii. "I have been advised that if I do not comply with the order, I may be disciplined or

terminated from the department for failure to obey said order.”

iii. “In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law.”

- C. As part of the pre-action due process procedure granted to employees, employees will be given the option of using one of the following formats for the “Skelly” meeting:
1. Meeting between the Chief and the employee only;
 2. Meeting between the Chief, the employee and the employee’s representative;
 3. Meeting between the Chief, the employee and the employee’s representative – meeting is tape recorded.
 4. The employee must notify the Chief prior to the meeting as to which option he/she desires to use.
- D. No Officer shall be disciplined or terminated, or in any way discriminated against for exercising their lawful rights pursuant to this policy.

Article 16. GRIEVANCE

A. Definition

1. Grievance - A dispute between an employee or employees and the employer regarding an interpretation or application of MOU, or of the written rules and regulations governing matters within the scope of representation.
2. Employee - A bargaining unit member.