B. Guidelines

- 1. An employee may file a grievance without jeopardizing the employee's employment.
- 2. Discrimination Complaint Procedure Allegations of unlawful discrimination shall be processed through the Human Resources Department, utilizing the Discrimination Complaint Procedure in lieu of the grievance procedure. If the allegation is determined to be inappropriate for processing through the Discrimination Complaint Procedure, upon notification of same, the employee may utilize the grievance procedure within the time frames and definitions provided herein.
- 3. An employee may select one of the following methods of representation. To most effectively utilize the grievance procedure, the method selected should generally be used throughout the processing of the grievance. The employee may:
 - a) Be self-represented
 - b) Be represented by another person
- 4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this Memorandum of Understanding.
- 5. The representative shall be entitled to:
 - a) Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
 - b) A copy of any written decisions or communications to the employee concerning the grievance proceedings.
- 6. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
- 7. A general grievance regarding interpretation and implementation of the Memorandum of Understanding may be filed by the Association on behalf of employees represented by PPSA. A general grievance shall be filed in writing with the Director of Human Resources within ten (10) calendar days of the action in question.

- 8. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, or the employee's representative, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered settled on the basis of the last decision rendered.
- 9. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

- a) The employee shall orally present the grievance to the immediate supervisor within fourteen (14) calendar days following the event or events upon which the grievance is based. If the employee elects to be represented (per "Guidelines, Paragraph 2") upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.
- b) The immediate supervisor shall make whatever investigation deemed necessary and may arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. In any event, the supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. If the employee has requested to be represented, the representative shall be given the opportunity to attend the meeting, and shall be informed of the immediate supervisor's decision on the grievance.
- c) If the employee is not satisfied with the decision of the immediate supervisor, upon indicating the specific areas of disagreement, appeal to Step 2 can be made.

2. Step 2

a) If the employee desires to appeal his/her grievance to Step 2, the employee shall submit the grievance in writing on the City's Grievance Form, to the Police Chief, within ten (10) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.

- b) The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee.
- c) The Police Chief and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within ten (10) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d) If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Advisory Arbitration for resolution may be made. However, oral and written warnings are not subject to appeal beyond the Step 2 level.

D. Advisory Arbitration

- 1. If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Association may appeal the grievance to arbitration. The appeal shall be in writing; shall be signed by the authorized Association representative, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.
- 2. If the employee is being represented, he/she may be assisted by his/her representative in this appeal.
- 3. In the event the parties are unable to agree upon the issue, or issues, to be presented at arbitration, each party will prepare its statement of issue, or issues, and jointly submit their statements to the arbitrator. The arbitrator shall, at the beginning of the hearing referred to below, state his/her opinion as to what the issue, or issues are.
- 4. Within seven (7) calendar days following the meeting to prepare the issues statement, the parties shall request PERB submit a list of seven (7) persons qualified to act as arbiters. Attached to such request shall be the joint statement of the issue, or issues to be presented, or separate statements, if applicable.

- 5. Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator.
- 6. The arbitrator shall hold a hearing on the issue, or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. He/she shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion shall be in conformance with the Memorandum of Understanding and/or applicable City rules. The opinion shall be advisory only and shall not be binding on either party. Further, the opinion shall be limited to the issue, or issues, presented to the arbitrator. The opinion shall be sent to the Municipal Employee Relations Officer, with a copy to the employee.
- 7. Within thirty (30) calendar days following receipt of the advisory opinion, the Municipal Employee Relations officer shall, by letter, indicate if he/she intends to modify the decision reached at Step 2 of the Grievance Procedure. The Municipal Employee Relations Officer's letter shall be sent to the employee and Association involved, if any.
- 8. Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbitrator, including transcripts required which shall be determined in advance of the hearing. Each party shall pay for its own witness and attorney fees.

Article 17. 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. Individuals will be laid off based upon seniority in the Police Sergeant classification.
- 3. Employees for whom a layoff appears imminent shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
 - a) Employees shall have a right to a demotion to another classification in their own department if a vacancy exists.
 - b) If any employees cannot be placed under the provisions above, such employees may be considered by other departments as follows:
 - 1) The employee is physically able to perform the required duties.
 - 2) The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
 - 3) The employee meets the minimum qualifications and physical standards of the position.
 - 4) Departments, other than the one in which the particular lay-off occurred, are not obligated to accept the laid-off employee.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. Any employee who must be laid off shall receive a severance pay benefit based on the following consideration: (Should it be determined that the City of Pasadena is required to participate in Unemployment Compensation Insurance, negotiations shall be reopened on this issue only and severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.)
 - a) Severance pay shall be at the rate of 60% of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments.
 - b) Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.

- c) Employee must have completed at least one year of service before being entitled to this benefit.
- d) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoff.
- e) Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - 1) Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off, but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during a layoff period.
 - 2) The employee may remain in a layoff status for a maximum of 12 months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee form the date of his/her first appointment within the period of the most recent continuous service, with an appropriate adjustment for the time that was not actually worked on the job.
 - 3) The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
 - 4) Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin reaccumulating the claimed benefit(s) on the date that they report back to work.
 - 5) Laid-off employees, who are not recalled within the 12 month period, will be completely separated from the City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.

- f) In the event of death of an employee while receiving severance pay, such payment shall not continue to employee's beneficiaries, such payment shall cease.
- g) Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to reemployment, the employee will be removed from the reemployment list.
- h) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full-time position.
- i) Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to meet payroll, or to secure continued financing of projects or programs supported by other agencies.
- 9. 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.
- 10. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
- 11. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
- 12. 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 the layoff.

- 2. Recall List: The Human Resources Department will automatically establish a recall list for a period of 12 months.
 - a) All departments where classifications exist which are on the recall list will be notified of the employee's availability.
 - b) Individuals on the recall list will be appointed to vacancies for which they qualify in the department from which they were laid off, so long as any person in that class is on such a list, before any other names on any other eligible lists promotional or open competitive are used.

Article 18. DRUGS AND ALCOHOL

A. It is the responsibility of the City, the Association, and the employees to maintain a safe, healthy, and productive work environment. Therefore, employees shall not report to work under the influence of drugs or alcohol, or possess or use alcohol or illegal substances while at work, nor have their ability to work impaired as a result of the use of drugs or alcohol, as such conduct is likely to result in reduced productivity, an unsafe work environment, poor morale, and danger to employees and liability to the City. "Under the influence of drugs or alcohol" means the use of alcohol or any illegal substance or misuse of a prescribed drug in a manner and to a degree that causes impairment in the employee's work performance or the ability to use City property or equipment safely.

1. Purpose

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

2. Policy

a) With the exception of those job circumstances which necessitate the handling, possession or consumption of drugs by employees in the performance of their duties, it is the City's policy that employees' possession of alcohol or drugs while on City premises, at work locations, while on duty, or before reporting for duty is prohibited. In addition employees; shall not possess, provide or

sell illegal drugs to any other employee or to any person; nor have their ability to work impaired as a result of the use of alcohol, substances, or any drugs.

- b) While use of medically prescribed medications and drugs is not per se a violation of this policy, the parties recognize that it is important that the employee notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably and substantially interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.
- c) If the City has a reasonable suspicion that an employee may have alcohol or drugs on City property, the City may proceed in a manner consistent with Government Code section 3309. Employee's reasonably believed to be under the influence of alcohol or drugs (the use of alcohol or any illegal substance or use of a prescribed drug in a manner and to a degree that causes any impairment in the employee's work performance or the ability to use City property or equipment safely) shall be prevented from engaging in further work and may, as addressed below in this policy, be ordered to submit to a drug and/or alcohol test and shall, for safety purposes be provided transportation from the work site, whether that is to a drug and/or alcohol test, or if no test is administered, to the employee's residence or other similar location.
- d) Employees who voluntarily seek treatment for alcohol consumption, abuse or alcoholism or substance abuse requiring an absence from work may, with Department Head approval, be allowed to use earned sick leave and/or vacation during such absence. The employee is also entitled to use Family and Medical Care Leave in accordance with the law.

B. Application

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

C. Employee Assistance Program

- 1. The City encourages the voluntary utilization of the Employee Assistance Program (EAP) established by the City as an important method for dealing with substance abuse. All potential problems will be handled on a case by case basis. Overall consideration is directed towards the health and safety of the employee, co-workers and members of the general public.
- 2. The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can contact the EAP and arrange an appointment with a counselor.
- 3. Employees who are concerned about their alcohol and/or drug use are strongly encouraged to voluntarily seek assistance through the EAP. In addition, employees who are concerned about alcohol and/or drug use among their co-workers should strongly encourage those individuals to seek assistance through the EAP. Voluntary use of the EAP by the employee may consist of counseling, outpatient rehabilitation, inpatient rehabilitation or any other treatment recommended by the EAP counselor provided employee and public safety is not compromised. EAP usage is not considered voluntary in the case of a management referral or if the employee decided to use the EAP services after their substance abuse problem has been discovered by City officials.
- 4. All voluntary or self-referral contacts are held in confidence by the EAP unless the employee requests, through specific written release of information, that the Human Resources Director, supervisor, Employee Organization or other parties be notified.
- 5. The employee's compliance with the EAP is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary utilization of the EAP or any other treatment service. Use of the program does not replace normal disciplinary procedures for unsatisfactory job performance or conduct.
- 6. The employee can schedule an appointment on his/her own time (days off, before or after the work shift, lunch break) without letting anyone know of this. Sick leave time may be used for self-referral appointments during regular work hours if unable to schedule during off-duty hours. If an employee requires additional leave time for substance abuse treatment, he/she may request a leave of absence, subject to approval by the Police Chief.

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

D. Employee Responsibilities

- 1. Except in the performance of duty, an employee must:
 - a) Refrain from the use of, or possession of, illegal drugs, substances or narcotics:
 - b) Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug (whether illegal or legal) use;
 - c) Not possess or use alcohol during working hours, when on breaks, or during meal periods;
 - d) Not possess or use illegal drugs or substances or prescription drugs without a prescription;
 - e) 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;
 - f) Submit to a urine, breath or blood test, when reasonable suspicion is present, and when ordered by a supervisor or manager;
 - g) An employee should notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of equipment;
 - h) Provide within 24 hours of request (or as soon as possible) bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;
 - Report to any supervisor up to and including the City Manager, or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities; and

j) Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program or other resources available in the community. The City will be supportive of those who seek help voluntarily, and may authorize the use of earned sick leave or vacation, or leave of absence. The City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

E. Responsibilities and Guidelines

- 1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate, consistent with the Discipline Section (Article 33).
- 2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job. "Reasonable suspicion" is a clear indication based on objective facts and personal observation of at least two employees, one which must be a supervisor, sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job safely, effectively and efficiently is impaired.

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

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

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

F. Physical Examination and Procedure

The urine, breath, blood, or other appropriate test (as determined by the lab) may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not

limited to: prescription, medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids. Any positive drug test shall be confirmed by a reliable test. The confirming test must be at the same or better level of accuracy as a Gas Chromatography/Mass Spectrometry (GC/MS) test. The sample shall be split and the employee shall have a right to said split sample for analysis by an independent laboratory.

G. Results of Drug and/or Alcohol Analysis

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

H. Confidentiality

Laboratory reports or test results shall be transmitted directly to the Human Resources Director and shall not appear in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Director. The reports or test results may be disclosed to the City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

Article 19. TRANSPORTATION DEMAND MANAGEMENT PROGRAM (PRIDESHARE II)

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

Article 20. NO SMOKING POLICY

Employees shall comply with the No Smoking Policy of the City of Pasadena and Police department.

Article 21. LIGHT DUTY

- At the discretion of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the Division which the employee was injured and may involve assignments other than that which the employee was working prior to the request for light duty. Accordingly, it is agreed and acknowledged that the Department shall have the authority to modify the work hours and/or days off of the employee temporarily assigned to a light-duty position.
- B. Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion. On duty injuries shall take precedence, however.
- C. Light duty assignments shall be limited to sixty (60) calendar days. No employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off duty for more than sixty (60) calendar days. Short term extensions of light duty assignments may be approved by the Department when medical evaluation indicates that an employee's return is imminent at the end of the forty-five (45)day period.

- D. In addition, employees who are injured or ill from causes unrelated to the job may apply for a waiver of the sixty (60) calendar day rule when:
 - 1. There is a predictable time frame for a return to full duty;
 - 2. To comply with the sixty (60) calendar day rule would cause significant financial hardship;
 - 3. The Department has specific work for the employee to perform; and
 - 4. If a waiver is granted, such waiver does not create a permanent light duty position, but rather, is intended solely to reasonably accommodate an employee on a temporary basis.

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective September 9, 2013.

CITY OF PASADENA	PASADENA POLICE SERGEANTS ASSOCIATION
Michael J. Beck, City Manager	Mark Goodman, PPSA President
Kristi Recchia, Director of Human Resources	Michael Bugh, Negotiating Team Member
Peter J. Brown, Liebert Cassidy Whitmore	Bobby Crees, Negotiating Team Member
Darryl Qualls, Deputy Police Chief	David Reavis, Negotiating Team Member
Jaime Arellano, Management Analyst	Chris Kirby, Negotiating Team Member

<u>EXHIBIT I</u>

Pasadena Police Sergeants Association Schedule of Compensation Rates

Effective the beginning of the pay period following City Council approval of the MOU:

Police Sergeant 46.3670 47.8294 49.3789 50.8705 52.3619

Effective the beginning of the pay period that includes July 1, 2014:

Police Sergeant 47.7580 49.2643 50.8603 52.3966 53.9328

Effective the beginning of the pay period that includes July 1, 2015:

Police Sergeant 48.9519 50.4959 52.1318 53.7065 55.2811