

- 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.
- E. New employees hired by the City on or after January 1, 2015, 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).
- F. Employees in the unit as of December 31, 2014 who elect to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$1,064.26 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.
- G. Effective January 1, 2015, new employees electing to opt out of medical coverage offered by the City because they have provided proof of medical coverage will receive an EOBFF opt out allowance of \$400 per month which will be designated to the employee's deferred compensation account. New employees may elect to have 65% of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

## **Retirement**

- A. Retirement benefits shall be provided as currently specified under the City's contract with 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 a agency with reciprocity, are provided the following retirement benefits:
  - 1. Miscellaneous 2.5% @ 55 benefit formula with a three year final compensation period.
  - 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 8% of the employer rate as cost-sharing. The City pays and reports the value of the employer paid member contribution as 8%.
- C. Unit members hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 , are provided the following retirement benefits:
1. Miscellaneous 2% @ 62 benefit formula with a three year final compensation period.
  2. Final compensation based upon the highest annual average compensation earnable during the 36 months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  3. Employees will pay one-half of the total normal cost. This amount is 6.25% in 2013.
- 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)
- E. Unit members employed by the City prior to July 1, 1984 have a one year final compensation period.

### **Retiree Medical**

The parties agree to commence negotiations on a retiree medical trust fund or individual retiree medical account with the Coalition of City Unions representing miscellaneous employees. Negotiations will begin upon receipt of a request to negotiate from the Coalition.

### **Short Term Disability**

Effective January 1, 2015, the City will provide 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 50% of the employee's salary up to \$1,730 per week.
3. Maximum duration is twenty-two weeks (154 days).
4. The premium will be paid by the City. The benefit is taxable to the employee.

### **Long Term Disability**

The City will provide a long term disability plan that will provide for disability payments to employees under the following basic provisions:

1. Disability payments will commence on the 46th calendar day of the illness or injury. Effective January 1, 2015, long-term disability benefits commence on the 181<sup>st</sup> day of the illness or injury.
2. Payments shall not exceed a total of 50% of the employee's salary or a maximum of \$900 per month and will be coordinated with deductible benefits as provided under the LTD plan.
3. The maximum benefit period will be five years.
4. The City and employee will jointly contribute to the cost of the Plan with the initial dollar contribution based on the City contributing \$4 per month and the employee \$2 per month.
5. 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 equal to 60% of the employee's salary, coordinated with deductible benefits.

### **Tuition Reimbursement**

- A. Regular employees pursuing an Associate of Arts degree or higher in a job-related field at an accredited college or university, shall be eligible for tuition reimbursement of up to seven hundred and fifty dollars (\$750) per calendar year. Eligibility for Tuition Reimbursement shall be in accordance with the City

of Pasadena's Manual of Personnel Rules, Practices and Procedures.

- B. 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.

### **Uniforms**

- A. For the duration of the Agreement, uniforms shall be provided to employees currently receiving uniforms under the same conditions specified in the City's present contract with Advance Uniform Supply Company. Uniformed employees shall present themselves on each working day dressed in the approved uniform. Those employees now receiving a uniform allowance benefit will continue to receive said benefit for the duration of this Agreement. Effective with the approval of the MOU, Security Ranges will receive five uniforms per calendar year.
- B. The City will report the value of provided uniforms to CalPERS as \$200 per year for unit members employed on or before December 31, 2012. 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.
- C. "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.
- D. Boot Allowance – In January of each year, employees who are required by Management to wear approved safety shoes/boots in carrying out their job duties, shall receive a boot allowance of \$175 per year for the purchase of such boots. If an employee who currently receives the boot allowance transfers to a position in the bargaining unit for which Management does not require the wearing of approved safety shoes/boots, the employee shall no longer be eligible to receive the allowance.

### **Tools**

- A. Employees assigned to the Public Works Building Safety Fleet Maintenance Division (BSFMD) will be provided hand and power tools and equipment, as needed, to accomplish work assignments. Employees are responsible for the securing and safekeeping of those City tools and equipment. If any of the said tools are lost or misplaced, the employee shall replace the tool with the same or an equivalent tool.
- B. All employees hired on or after July 8, 1985 as an Equipment Mechanic or Senior

Equipment Mechanic shall provide their own tools as required by the department for work performed. In the event an employee's personal tools are damaged during City work, the City shall replace the tool with the same or an equivalent tool.

- C. Employees hired prior to July 8, 1985 shall be assigned a tool box for their individual use on City work. It shall be the responsibility of the employee to maintain the tools and the box at the level as assigned. Each lost, misplaced, or stolen tool shall be replaced by the employee with the same tool or the equivalent. Tool box repair or replacement due to damage caused by employee carelessness shall be the responsibility of the employee.
- D. The parties shall make a reasonable effort to replace tools in a timely manner.

### **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.

## **SECTION 5 - POLICIES & PROCEDURES**

### **Discipline**

- A. The City may take disciplinary action for proper cause. Disciplinary actions, which shall include only oral and written warnings/reprimand, suspension, demotion and termination, will be consistently applied taking into consideration the nature of the cause, the work history of the employee, and past disciplinary actions taken for similar cause. An employee's work assignment will not be modified as a substitute for discipline.
- B. Disciplinary procedures will be in accordance with the Manual of Personnel Rules, Practices and Procedures, and when suspension, demotion or termination is determined appropriate, the employee will be notified in writing of the facts upon which the allegations are based, the right of appeal and the right of representation. Further, the employee shall be given copies of all materials, if any, upon which the action is based.
- C. The City shall not retaliate against employees for exercising any rights or benefits provided in this Agreement or by State or Federal laws or Municipal code provisions.

- D. Employees who are rejected from probation are not considered to have been disciplined.
- E. The City shall advise the employee of his/her right to be represented by the Union or other representatives of his/her choosing at any meeting or investigatory interview in which disciplinary action is to be imposed or at which disciplinary action might reasonably be expected to be imposed. If the employee elects to have representation present, and none is immediately available, the meeting will be postponed for up to twenty-four (24) hours not including Saturdays, Sundays or holidays, in order to permit the employee to obtain representation.

### **Grievance Procedure**

#### **A. Definition**

- 1. Grievance - A dispute between an employee or employees and the City regarding an interpretation or application of the Employer-Employee Labor Relations Resolution, or of the rules and regulations governing conditions of employment or this MOU. A grievance can also be filed by an employee regarding the receipt of an oral or written warning/reprimand but cannot be appealed beyond step 2 below.
- 2. Grievant - An employee or AFSCME.

#### **B. Guidelines**

- 1. An employee may file a grievance without jeopardizing the employee's employment.
- 2. 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
  - c) Be represented by the Union not to exceed two City employees and the Business Representative. An employee may have a representative present at meetings with City representatives during each step of the grievance procedure.

3. Allegations of unlawful discrimination shall be processed through either the Human Resources Department utilizing the Discrimination Complaint Procedure, or the Grievance Procedure. The employee shall select one of these two options at the time of filing the discrimination allegation.
4. Once a grievance is presented and formal notification has been given to the department that the employee will be represented by another person in the grievance proceedings, then that representative shall be governed by this MOU.

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 the employee concerned, or his/her union representative.
  6. A general grievance regarding interpretation and implementation of the MOU may be filed by the Union on behalf of employees represented by that Union. A general grievance shall be filed in writing with the Director of Human Resources within fourteen (14) calendar days of the action in question.
  7. An earnest and sincere effort shall be made by all parties to cooperate in the prompt resolution of a grievance in an amicable manner. The time limits may be extended when mutually agreed upon in writing between the appropriate parties. If the employee, 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. If a supervisor does not proceed within the time limits or does not seek an extension of time, the grievance may proceed to the department head.
  8. This is the sole and exclusive method for resolving grievances.

#### C. Grievance Steps

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 and the immediate supervisor are in the same representation unit, the grievance shall be presented to the next higher level supervisor not included in the unit.
- 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. The supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance.
- c) If the employee is not satisfied with the decision of the immediate supervisor, 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 as indicated above on forms provided to the department head, within seven (7) calendar days following receipt of the immediate supervisor's decision at Step 1.
- 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 department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d) If the employee is not satisfied with the Step 2 decision, appeal of the grievance to Step 3A or Step 3B for resolution may be made. However, appeals beyond Step 2 for oral or written warnings/reprimands are excluded and the decision at Step 2



shall be final.

3. Step 3-A (Grievance Review Panel)

- a) If the grievance has been properly processed and is not satisfactorily resolved at Step 2 and is a disciplinary action of less than discharge or demotion, the employee or the employer may appeal the grievance to Step 3-A. The appeal shall be in writing, shall be signed by the employee, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.
- b) If the employee is being represented, he/she may be assisted by his/her representative in this appeal.
- c) Within seven (7) calendar days after receiving the notice to appeal a grievance to Step 3-A, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented to the Grievance Review Panel. In the event the parties are unable to agree upon the issue, or issues, the matter will be referred to Step 3-B.
- d) The Grievance Review Panel will convene within fifteen (15) calendar days and will be comprised of three members: an employee selected by Management; an employee selected by the Union; and a chairman drawn from a list of ten (10) persons from within the City of Pasadena workforce, or the Pasadena community. The City and the Union shall each submit the names of five such people. If a chairman is not mutually agreed upon from the list of ten (10) names, then the parties may alternately strike one name from the list (the right to strike the first name to be determined by flipping a coin) until one (1) name remains.
- e) The proceedings shall be as informal as is compatible with a fair and impartial hearing. The chairman need not be bound by the common law or statutory rules of evidence or procedure, but may make inquiry in the matter through oral testimony and records presented at the hearing.
- f) The City will present its position first. The employee, or the employee's representative, will then present his/her case. The

City and the employee or the employee's representative will have right to rebuttal and the hearing will then close.

- g) Both parties shall be given an opportunity to call witnesses, and request any relevant records or information reasonably available, as determined by the chairman, to support their case.
  - h) The Chairman may require all witnesses to testify under oath or affirmation.
  - i) A tape recording shall be made of the hearing.
  - j) When the hearing is concluded, the Review Panel shall retire immediately and in closed conference deliberate upon the evidence presented. The members of the Review Panel shall not leave nor adjourn until a decision is reached.
  - k) The Chairman of the Review Panel shall present the Panel's recommendations to the Municipal Employee Relations Officer. The report of the recommendation shall be made as a Committee of the whole, with no indication of individual votes cast, and no minority report. A copy of the recommendation will be sent to the employee.
  - l) The recommendation shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues presented.
  - m) Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer 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 Review Panel's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the union.
4. Step 3-B (Advisory Arbitration)
- a) If the grievance has been properly processed and is not satisfactorily resolved at Step 2, the employee or the employer may appeal the grievance to Step 3-B. The appeal shall be in writing, shall be signed by the employee, or by the appropriate party within fourteen (14) calendar days of the written decision at Step 2.

- b) If the employee is being represented, the employee may be assisted by a representative in the appeal.
- c) Within seven (7) calendar days after receiving the notice to appeal a grievance to Step 3, a meeting shall be arranged between the employee and the Director of Human Resources, or their representatives to prepare a joint written statement of issue, or issues, to be presented at arbitration. 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.
- d) Within seven (7) calendar days following the meeting to prepare the issue(s) statement, the parties shall request that State Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as arbitrators. Attached to each request shall be the joint statement of the issue, or issues to be presented or separate statements, if applicable.
- e) Within seven (7) calendar days following receipt of the list. 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.
- f) 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 shall render a written opinion within 30 calendar days following the close of the hearing unless the period has been mutually extended in writing. The opinion, which shall be bound by the present Memorandum shall be advisory only, shall not be binding on either party, and 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.
- g) Within thirty (30) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the employee by letter whether or not he intends to take any further

action regarding the issue, or issues, referred to in the arbitrator's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.

- h) 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. Layoff shall occur as a result of lack of work, lack of funds, or elimination of funds (e.g., grant funding).

### **B. 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. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate procedures may be initiated.
3. Layoff shall be made by specific classification. (For example, Civil Engineers, Typist Clerks, and not by classification series.)
4. Within a given class, individuals will be laid off based upon seniority in that classification.
5. The layoff priority of employment categories shall be as follows:
  - a) Temporary or provisional employees.
  - b) Probationary, regular, part-time employees.
  - c) Probationary, regular, full-time employees.

- d) Permanent, regular, part-time employees.
  - e) Permanent, regular, full-time employees. (For purposes of this policy, employees who work 30 hours per week or more are defined as "full-time".)
6. 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) 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 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:
    - (1) The employee may exercise a displacement (bumping) right to any position within the unit which he/she formerly held on a permanent basis; provided that: the positions are considered in reverse chronological order from last held to first and the employee held the former position during his/her present tour of continuous service.
    - (2) The employee is physically able to perform the required duties.
    - (3) 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.
    - (4) The employee meets the minimum qualifications and physical standards of the position.
    - (5) Departments, other than the one in which the particular layoff occurred, are not obligated to accept the laid-off employee.
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 24 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.
  - c) 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 24 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.
  - (3) The laid-off employee will have the option of receiving payment for any accumulated vacation within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum.
  - (4) 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.
  - (5) Laid-off employees who are not recalled within the 24-month period will be completely separated from the City service and will automatically receive payment for any accumulated vacation which has not been previously claimed.
- d) 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.
- 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. The terms and conditions of this layoff policy will not be used as a

substitute for disciplinary action against any employee.

C. 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 24 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.

D. Severance

Employees who are laid off will receive severance pay equal to one month of base pay for each year of full-time employment with the City subject to a maximum of six months' pay. Severance payments will be made monthly and will be discontinued should the individual be re-employed by the City.

**Promotions**

Promotions shall be determined by qualifications for the job and when qualifications are equal, length of time in continuous employment with the City. Seniority promotional points on all examinations will be eliminated for classifications in the AFSCME representational unit.

**Seniority**

Seniority shall be determined by the length of time the employee has been in his current classification.

**City/Department Rules**



- A. All employees shall have access to City and departmental rules.
- B. The Department shall make reasonable efforts to keep City/Department rules current and posted. The employee shall make reasonable efforts to keep up to date on current City/Department Rules.
- C. All rules affecting labor relations, including those that are not subject to negotiations, are subject to consultation between the City and Union. The City shall notify the Union of all proposed rule changes. Upon receipt of such notification, the Union shall have five days in which to request a meeting to discuss the rule changes. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure. Nothing herein shall be construed to limit the right of the Union to meet and confer on mandatory subjects of bargaining.

#### **Personnel Records**

- A. The City shall maintain one official personnel file for each City employee. The employee or his/her representative authorized in writing shall have the right to review and obtain copies of the contents of the employee's personnel files at reasonable intervals without loss of pay during normal business hours. Access to an employee's records shall be restricted to the employee and his/her representative, the City Personnel Department, the City Attorney's Office, and management supervisory personnel having a business necessity to do so.
- B. No material regarding the employee's performance or conduct shall be included in the employee's personnel file without prior notice to the employee. Employees shall have thirty (30) days to submit a reasonable amount of rebuttal material for permanent attachment to any negative materials entered into their files.
- C. An employee on reviewing his/her personnel file, may request and have any written warnings or reprimands issued more than two (2) years prior removed from his/her personnel file, provided there have been no subsequent disciplinary actions taken against the employee for the same or similar offense.

#### **Distribution of Memorandum of Understanding**

The City shall provide a copy of this Agreement to all eligible employees hired into classifications covered by this MOU. The City shall reproduce copies equivalent to the number of employees in the bargaining unit.

## **Contract Services**

- A. It is not the intent of the City to cause employees to lose their jobs because of a decision to contract work. However, if a decision is made by the City to contract work not now contracted, and that decision will result in a change in the work status of employees in the AFSCME representational unit, prior to concluding the research and analysis necessary for the implementation of such a decision, the City will meet and confer in good faith concerning the manpower resource considerations involved and receive recommendations from the Union to reduce the impact upon jobs performed by unit employees. All such input and recommendations by the Union will be given consideration before presenting a contracting recommendation to the City Council.
- B. In those instances where bargaining unit work is currently being contracted, and the City proposes to amend such contracts to include additional bargaining unit work not currently contracted, the City and Union agree to meet and confer over any impact that such contract amendments may have on wages, hours, and other terms and conditions of employment.
- C. Further, it is agreed that when existing contracts are presented to the City Council for renewal, the parties may, upon request of the Union, meet and consult over the ongoing impact of such contracts on the bargaining unit. This provision shall not apply to contracts up for automatic renewal.

## **Drug and Alcohol Use**

The parties, hereto, agree that the abuse of drugs or alcohol causes health and safety problems in the work environment and that such conduct is likely to result in reduced productivity and liability to the City. 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 and to take steps necessary to minimize the impact of substance abuse.

- A. Purpose
  - 1. It is the purpose of this policy to eliminate substance abuse and its effects in the workplace, 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. Notwithstanding any provision in this policy, the parties understand that the City may discipline employees based on its investigation of misconduct, either on duty or off duty

B. Policy

1. It is the City's policy 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 employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs (whether lawful or unlawful drugs).
2. While use of medically prescribed medications and drugs is not per se a violation of this policy, employees must notify their supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably 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.
3. If the City has a reasonable suspicion that an employee may have drugs, alcohol or paraphernalia related to its use on City property, the City may search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, such as desk, file cabinets, City vehicles, etc. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City, such as lockers assigned exclusively for the employee's personal use.
4. Employee's reasonably believed to be under the influence of alcohol or drugs may be prevented from engaging in further work and may, for safety purposes, be provided transportation from the work site.
5. The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered disabled under federal or state law. In addition, the parties acknowledge that users of unlawful drugs

are also not considered disabled under state or federal law.

6. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help from alcohol or drug problems. Employees should contact their supervisors or the City's Wellness Coordinator in the Human Resources Department for additional information.
7. Employees who voluntarily seek treatment for 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. In the absence of any pending disciplinary action, employees may admit to a substance abuse problem without fear of reprisal because of their admission or abuse problem.

C. Application

This policy applies to all employees of and to all applicants for positions with the City of Pasadena. 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 functions of the job.

D. Employee Responsibilities

1. In the interest of safety and individual responsibility, employees should take action they deem appropriate or report the matter to supervision when they have knowledge of objective evidence that other employees may be under the influence of drugs or alcohol, or engaged in illegal drug related activities that impinge on their employment.
2. For purposes of this policy, the City expects employees to:
  - a) Refrain from the use of, possession of, illegal drugs or narcotics while on duty, or off duty;
  - b) Not report to work while their ability to perform job duties is impaired due to on or off duty alcohol or drug use;
  - c) Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at anytime while on City property;
  - d) Not directly or through a third party sell or provide illegal drugs to

any person, including any employee, while either employee or both employees are on duty;

- e) Submit immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager who has reasonable suspicion that an employee is impaired or under the influence of drugs or alcohol while on the job;
- f) Notify their 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; and
- g) 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.
- h) 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.

E. Management 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.
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 belief based on objective fact 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 functions of the job is impaired or so that the employee's ability to perform their job safely is reduced. In addition, reasonable suspicion may be based on:
  - a) Possession of alcohol or drugs; or

- b) Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
- 3. If the manager or supervisor reasonably believes that an employee is under the influence, the employee shall be advised of their right to representation. Upon the employee's request for representation, any interrogation or testing shall cease until representation is present, unless representation is not immediately available.
- 4. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. The manager or supervisor shall seek confirmation of their "reasonable suspicion" determination through another supervisory management employee. When possible, the supervisor shall seek the opinion of a person such as a police officer who is trained to recognize persons under the influence prior to ordering an employee to submit to a drug test.
- 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, constitutes a positive test and the consequences that flow from such a test and may result in disciplinary action. Where there is reasonable suspicion that the employee is under the influence of or impairment by alcohol or drugs, the manager or supervisor shall, for safety purposes, provide the employee transportation from the work site to the facility to be tested.
- 6. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possessions of employees without the consent of the employee.
- 7. The City reserves the right to notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession, or when the supervisor is unable to reasonably control a situation where the employee poses a potential liability to themselves or others.

F. Physical Examination and Procedure

The urine, breath, blood, or other appropriate test may test for any substances which could impair an employee's ability to effectively and safely perform the functions of their job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, 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. Employees who are being tested shall have the right to request a sample split for analysis by an independent laboratory.

G. During Employment Alcohol/Drug Tests

1. 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.
2. If the drug screen is positive, the employee must provide within 24 hours of request 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, or if the employee has not previously notified their supervisor, the employee will be subject to disciplinary action up to, and including, discharge.
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.

H. Confidentiality

Laboratory reports or test results 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. 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.

### **Safety Responsibility**

The parties, hereto, agree that a successful health and safety program depends on a cooperative effort among the parties, and the active participation in and support of safe working practices. In recognition of these shared responsibilities, the parties hereto agree to assume active roles in maintaining a viable safety and health program; cooperate in promoting safety; and encourage fellow workers to observe safety rules while performing their duties.

### **No Smoking Policy**

Employees will observe the No Smoking Policy as adopted by the City.

### **Transportation Demand Management Program (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.

### **Child Care Subsidy Program**

Employees holding classifications represented by the American Federation of State, County and Municipal Employees are eligible to participate in the Child Care Subsidy Program subject to the guidelines and parameters established by the City. Subsequent changes, if any, to the Program and/or benefit levels may be made at the discretion of the City, following notice and the opportunity to meet and confer being provided to the Union.

### **Light Duty - Police Department**

- A. At the discretion of the Police Department, a limited number of temporary light duty positions may be identified for persons holding the classification title of Jailor. Light duty assignments may occur outside the Jail Section. Approved light duty assignments may require a change of work hours and/or days off.
- B. Employees injured on duty may be assigned light duty positions by the Police Department. Employees injured off duty may request assignments to light duty positions. Requests involving off duty injury may be approved by the Department, in its discretion.
- 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) days. Short term extensions of light duty assignments may be approved by the Police Department when a medical evaluation indicates that an employee's return is imminent at the end of the sixty day period. A woman disabled by pregnancy may be entitled to light duty.

- D. This provision shall apply only to Jailors in the Police Department.

### **Class B Driver's License – Public Works Maintenance Worker III**

- A. The parties recognize that as a condition of continued employment, all Public Works Maintenance Worker III's must possess and maintain a valid Class B California Driver's License. Effective with the 2000-2003 MOU, the parties further agree as follows:
1. It is not the intent of the City for employees to have to assume new duties and responsibilities, as a result of the Class B license requirement. However, the City reserves its right to assign work as needed, and to add new duties, subject to its obligation to meet and confer over any negotiable impact that such decisions may have;
  2. The cost of obtaining a Class B license, as well as the cost of subsequent renewals, will be borne by the employee's department;
  3. The City will continue to provide training for employees prior to testing for the Class B license;
  4. Probationary employees will have six (6) months from their date of hire to obtain the Class B license. Any permanent employee who holds the classification title of Public Works Maintenance Worker III as of the date of this agreement, and who does not currently possess a Class B license, will have six months from the date of this agreement to obtain one, provided that the City first affords the employee the necessary in-house training;
  5. If a Maintenance Worker III who was employed as of July 3, 2006, in a position the requires a Class B license provides verification of a medical condition which prevents him/her from obtaining a Class B license, he/she will not be required to obtain one as a condition of continued employment. The City reserves the right to require an employee to undergo a Department of Motor Vehicles physical examination, to confirm that he/she is medically precluded from obtaining a Class B license. Such examinations shall be at the City's expense.

Notwithstanding the above paragraph, if a Maintenance Worker III employed in such a position as of July 3, 2006, obtained a Class B license, the employee must continue to possess the license as a condition of employment; provided, however, if the employee becomes medically precluded from obtaining a Class B license, the City will provide the employee with all of his/her rights under the ADA prior to taking any adverse employment action.

### **Apprenticeship Program**

During the term of the 2014-2015 MOU, the parties agree to discuss and implement an apprenticeship program for water quality and discuss an apprenticeship program for the classification of Pipefitter.

### **Gainsharing**

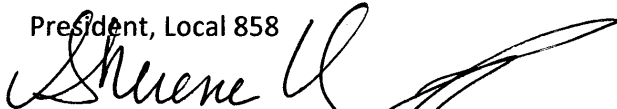
Effective with City Council approval of the MOU, the Gainshare program is eliminated.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding on September 22, 2014.

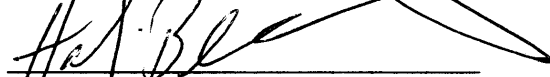
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL UNION NO. 858

CITY OF PASADENA  
AUTHORIZED MANAGEMENT  
REPRESENTATIVES

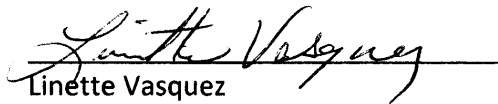
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Marchell Parker  
President, Local 858



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Sherene Young  
Negotiating Committee



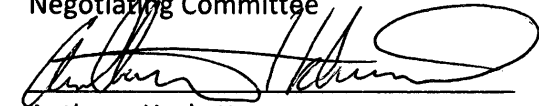
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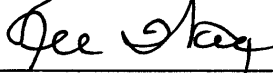
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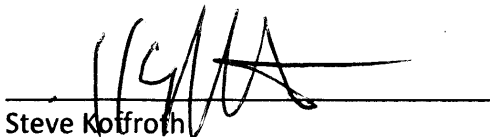
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William Barlow  
Negotiating Committee



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Anthony Hackett  
Negotiating Committee



\_\_\_\_\_  
Lee Wax  
Business Representative



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Steve Kotfroth  
Business Representative

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Michael J. Beck  
City Manager

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Kristi Recchia  
Director of Human Resources

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Peter J. Brown  
Liebert Cassidy Whitmore

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Jaime Arellano  
Management Analyst III

**EXHIBIT I – SCHEDULE OF PAYRATES**

The following pay rates include the 1% base pay increase and become effective the beginning of the pay period following City Council approval of the MOU.

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Assistants Parts Technician	19.9857	21.0308	22.1398	23.1851	24.3194
Auto Service Attendant	19.3613	20.4319	21.4006	22.4712	23.5037
Building Inspector	29.6391	31.5000	33.3612	35.1970	37.0581
Business Tax Inspector	22.4994	23.8075	25.0252	26.2558	27.4732
Carpenter	24.6800	25.9904	27.3771	28.8400	30.2012
Caulker & Repair Lead Mechanic	27.8536	29.3662	30.9068	31.5034	33.9183
Caulker & Repair Mechanic	25.8690	27.2986	28.6169	29.9908	31.4203
Child Care Monitor	10.3040	10.6839	11.2980	11.9264	12.9203
Code Compliance Officer	29.6643	31.5507	33.4244	35.2730	37.1214
Community Health Aide	16.6489	17.4465	18.2315	19.0417	19.8522
Customer Service Field Rep I	19.9661	21.1057	22.1057	23.2452	24.2835
Customer Service Field Rep II	20.3207	21.8778	23.4479	25.0810	26.6635
Duplicating Machine Operator	18.5480	19.7002	20.8524	21.5488	23.1819
Environmental Health Technician	24.7748	26.2132	27.4531	28.8400	30.2111
Equipment Mechanic I	22.5820	24.0358	25.4353	26.8483	28.3022
Equipment Mechanic II	24.1990	25.7208	27.2561	28.7506	30.2860
Equipment Mechanic III	25.8973	27.5142	29.1582	30.7615	32.4464
Facilities Service Worker	16.7123	17.7757	18.7887	19.8141	20.8396
Garage Attendant	14.4540	15.3207	16.1365	17.0031	17.8573
Graphics Production Technician	22.3490	23.7925	25.1258	26.5326	27.9027
Helicopter Technician	19.1811	20.2824	21.2576	22.3336	23.3467

Information Technology Technician III	28.2084	29.9936	31.8419	33.7789	35.6148
Instructor I					10.689234
Instructor II					12.201608
Instructor III					15.255343
Instructor IV					19.648338
Jailor	24.7759	26.1648	27.5536	28.9874	30.3913
Laborer	18.5608	19.5481	20.4726	21.4221	22.4096
Landscape Architectural Aide	24.4098	25.7774	27.1827	28.5501	29.9428
Library Bldg & Security Aide	19.6370	20.6878	21.7766	22.9160	23.9669
Licensed Vocational Nurse	19.7888	20.9155	21.9538	23.0807	24.2201
Light Equipment Operator	21.5477	22.6625	23.8456	24.9328	26.0884
Machinist	26.1319	27.5626	29.0313	30.4873	31.8672
Maintenance & Construction Worker	20.0927	21.1562	22.2070	23.3212	24.3593
Maintenance Assistant	15.5614	16.5130	17.3708	18.3226	19.2205
Maintenance Repairer	21.6627	22.8528	23.6882	25.2331	26.4484
Master Mechanic	26.6264	28.2706	29.8893	31.5336	33.2161
Meter Mechanic	22.4855	23.7010	24.9040	26.1319	27.2967
Nutrition Aide	15.6867	16.3830	17.1048	17.6872	18.3455
Painter	23.4099	24.7518	26.1319	27.4992	28.7907
Painter Trainee	18.6748	19.6749	20.6624	21.6373	22.5868
Parking Meter Mechanic	22.5529	23.7721	24.9787	26.2101	27.3786
Parks Services Specialist	20.8065	21.8468	22.9392	24.0860	25.2903
Parts Technician	21.8212	23.0193	24.1792	25.3645	26.5627
Plumber	26.8025	28.2101	29.6446	31.1057	32.5665
Press Operator	20.7764	21.9158	22.9541	24.0556	25.1570

Public Works Maintenance Worker I	18.5608	19.5573	20.5231	21.4981	22.4477
Public Works Maintenance Worker II	20.3597	21.4507	22.5034	23.5690	24.6980
Public Works Maintenance Worker III	23.7896	25.0432	26.3473	27.6005	28.8794
Recreation Facilities Assistant	14.4123	15.1329	15.8897	16.6843	17.5182
Recreation Leader IIIB	12.0881	12.2812	12.4779	12.6777	12.8920
Recreation Services Specialist	20.8065	21.8468	22.9392	24.0860	25.2903
Rosarian	20.3207	21.4096	22.4603	23.5237	24.6505
Security Ranger	22.6123	24.4227	25.6128	26.8156	28.2462
Senior Building Inspector	33.8042	35.8935	37.9696	40.1475	42.2871
Senior Carpenter	25.9013	27.5678	29.1199	30.8118	32.4149
Senior Code Compliance Officer	33.8042	35.8935	37.9824	40.1853	42.2745
Senior Community Health Aide	19.1178	20.1939	21.1688	22.2956	23.3467
Senior Nutrition Aide	17.5984	18.3961	19.2317	20.0673	20.9284
Senior Painter	25.5496	27.1195	28.7022	30.3606	31.9433
Senior Plumber	27.4798	29.1399	30.8798	32.5665	34.3197
Senior Press Operator	22.9795	24.3087	25.1190	26.8915	28.2208
Senior Press Operator	22.9795	24.3087	25.6255	26.8915	28.2208
Senior Public Health Lab Technician	20.4472	21.7134	22.9541	24.2580	25.5622
Senior Storekeeper	21.4981	22.6374	23.8151	25.0432	26.1572
Senior Water Quality Lab Technician	22.0425	23.4099	24.7773	26.1572	27.5626
Senior Utility Services Advisor	28.7796	30.4018	31.9949	33.5303	35.1526
Storekeeper	21.3689	22.5247	23.6530	24.8088	25.9647
Tire Repair Attendant	20.4956	21.6300	22.7262	23.8479	24.8675
Utility Services Advisor	23.7389	25.0810	26.3598	27.6766	28.9552
Warehouse Worker	19.9653	21.0386	22.0568	23.0475	24.0522

Water System Operator	26.2313	27.6832	29.0629	30.5290	31.9519
Water Troubleshooter	24.7464	26.1156	27.4195	28.8014	30.1442
Work Experience Aide	9.5462	10.1667	10.7617	11.3314	11.9390