

**TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PASADENA AND
PASADENA POLICE OFFICERS ASSOCIATION REPRESENTING THE POLICE SERGEANTS
JUNE 28, 2016
(Per Government Code Section 3505.1)**

The City of Pasadena ("City"), through its designated labor representatives, and the Pasadena Police Officers Association ("Association"), through its labor representatives, have met and conferred in good faith on wages, hours and other terms and conditions of employment for the unit members designated as Police Sergeants, who are represented by the Association, and have reached tentative agreements contingent upon all being adopted together, which are set forth in this summary Tentative Agreement For A Successor Memorandum Of Understanding ("Tentative Agreement").

This document constitutes a joint recommendation by the labor representatives of both the City and the Association, after ratification of the Association membership, to be submitted to the City of Pasadena City Council ("City Council") for its determination and approval. This Tentative Agreement is of no force or effect unless or until ratified and approved by the City Council. If the City Council adopts the Tentative Agreement, then the parties shall jointly prepare a written memorandum of understanding per Government Code Section 3505.1. It is understood by the parties that based upon the now unified representation of the Police Officers, Police Corporals and Police Sergeants by the Association, the parties will merge the unique benefits provided to Police Sergeants from their soon to be expired memorandum of understanding into the existing Association MOU and present to City Council an Amended and Restated Association MOU that covers all Police Officers, Police Corporals and Police Sergeants.

1. Term (To be added to Preamble): Two-Year Term - July 1, 2016 – June 30, 2018
2. Compensation/Salaries (Article 10, Para. A):

Effective July 11, 2016, the City shall implement a five-step salary schedule with a 3% differential between steps as illustrated below. Movement through the range will occur once every twelve (12) months timed with an annual performance evaluation and rating of satisfactory or higher.

Step 1	Step 2	Step 3	Step 4	Step 5	Annual
\$52.6600	\$54.2398	\$55.8670	\$57.5430	\$59.2693	\$123,280

Effective the pay period that includes July 1, 2017, the City shall implement a 3% increase bringing base salary to a new control rate of \$61.0476 as illustrated below. Movement through the range will occur once every twelve (12) months timed with an annual performance evaluation and rating of satisfactory or higher.

Step 1	Step 2	Step 3	Step 4	Step 5	Annual
\$54,2400	\$55,8672	\$57,5432	\$59,2695	\$61,0476	\$126,979

Employees who do not receive a performance evaluation on or before the scheduled annual due date will automatically be granted a salary increase to the next higher step effective on the evaluation due date. There shall be a four-week grace period between the evaluation's annual due date for the department to issue a performance evaluation. In the event that the employee receives a performance evaluation within four weeks of the evaluation's scheduled due date that has a rating of "needs improvement", the employee shall revert to his/her prior salary step effective the date the evaluation was provided without penalty. Should an evaluation with a rating of "needs improvement" be provided to the employee after 4 weeks from its due date, the employee will receive the evaluation but maintain the higher step in the salary range that was granted on the evaluation's due date.

3. Compensation/Special Assignment Pay (Article 10, Para. D):

- **Motorcycle Patrol:** Shall be converted to 3.75% of base pay rate effective June 30, 2018 to match Officers and Corporals;
- **Helicopter Pilot:** Shall be converted to 8.75% of base pay rate effective June 30, 2018 to match Officers and Corporals;
- **Flight Time Premium (Tactical Flight Officer):** Shall be converted to 3.75% of base pay rate effective June 30, 2018 to match Officers and Corporals;
- **Gang Detail (SES):** Shall be converted to 3.75% of base pay rate effective June 30, 2018;
- **Smart Phone Stipend:** City shall provide Sergeants with a smart phone stipend (currently \$80 per month) consistent with Section 8. I of the Manual of Personnel and Administrative Rules effective July 11, 2016;
- **Movie Detail:** The City shall increase the Supervisory Movie Detail rate from \$85.68 to \$95.00 per hour effective July 11, 2016.

4. Compensation/Education and Certification Pay (Article 10, Para. E):

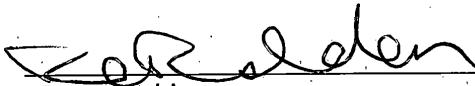
- Prior MOU language related to Sergeants' Advanced POST, Supervisory POST and B.A. special pay is eliminated and replaced with the following:
 - **Advanced POST:** City shall provide special pay for obtaining and maintaining an Advanced POST certificate equal to 10.5% of Police Sergeant base pay effective July 11, 2016. City shall increase this special pay to 12.5% effective the pay period that includes July 1, 2017.
 - **Supervisory POST:** Effective July 11, 2016, the City shall provide special pay for obtaining and maintaining a Supervisory POST certificate equal to \$250 per month in addition to any Advanced POST special pay. Effective June 30, 2018, the City will convert Supervisory POST pay to 2.5% of Sergeant base pay rate with a cap of \$300 total payment per month per Sergeant.

5. Compensation/Court Standby On-Call Pay (Article 10, Para. F, New Sub-Para. 3):
Effective July 11, 2016, when a Sergeant is subpoenaed to appear in court during off-duty hours, the City shall provide two hours of court standby on-call pay at straight time base rate for each off duty court session that a Sergeant is on court-related stand-by on-call (am/pm).
6. Hours of Work/Overtime (Article 11, Para. C, Sub-Para. 2):
City and Association shall have a re-opener to address making MOU language consistent with any agreement in principle reached on settlement of current FLSA dispute between the City and the Association.
7. Benefits/Uniforms (Article 13, Para. F):
 - a) Effective July 11, 2016, the City shall provide \$850 annual uniform allowance to Sergeants to be paid in July of each year and in lieu of City-issued uniform vouchers. MOU language to match language currently in place for Officers and Corporals.
 - b) Motors: Department-issued equipment for Sergeants shall include 3 pair of Kevlar-reinforced motorcycle riding britches and 1 Kevlar-reinforced jacket provided once every 3 years for Police Sergeants whose regular assignment is in Motors (currently 2 Police Sergeants). This shall become effective July 11, 2016 and take place as soon as practicable.
8. Miscellaneous MOU Language Changes:
 - A. Compensation/Rose Bowl Event Pay (Article 10, Para. D, Sub-Para. 5): The City and the Association shall have a re-opener to address this provision when agreement in principle is reached on settlement of the parties' current FLSA dispute.
 - B. Leaves of Absence/Holiday Overtime (Article 12, Para. B, Sub-Para. 2b): – For Sergeants only the following provision shall apply effective July 11, 2016 and be incorporated in the final successor MOU: "When a Sergeant's work shift falls between 12:00 am and 11:59 pm on a designated holiday, the employee will be compensated at the time and one half rate only for those hours which actually fall on the holiday; the employee will be compensated at the straight time rate for all hours on the shift that fall outside of the holiday."
 - C. Leaves of Absence/Floating Holidays Accrual (Article 12, Para. B, Sub-Para. 3): Beginning January 1, 2017, Floating Holiday hours (3 days) for Sergeants will be provided during the first full pay period following the annual shift change (estimated in late February/early March). Sergeants keep the same number of hours they are provided annually at that point regardless of later shift changes within that annual period; i.e. there is no conversion of time following any additional shift change during the annual period.

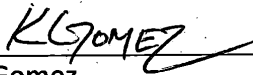
- D. Leaves of Absence/Floating Holiday Cash Out (Article 12, Para. B, Sub-Para. 3): Effective August 2016, City may elect to pay out floating holiday hours accrued by any Sergeant in excess of 80 and cap floating holiday bank at 120 hours. Affected Sergeants may have their floating holiday cash outs placed into their deferred compensation accounts at their election.
- E. Benefits/LTD Insurance Buy Up (Article 13, Para. H): Effective July 11, 2016 or as soon as practically can be implemented, City shall eliminate Long Term Disability Insurance buy up. Sergeants will no longer be able to purchase buy up/supplemental LTD coverage because it is not available under the PPOA LTD plan.
- F. City's Human Resources department will work with both the Police Department and Finance/Payroll to identify any other language cleanup issues for clarification in the MOU with approval of the Association.

PASADENA POLICE OFFICERS ASSOCIATION

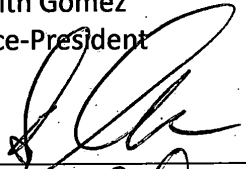
CITY OF PASADENA


 Roger Roldan
 President

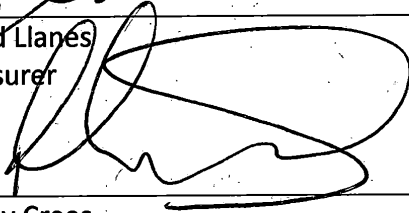
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