



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF PASADENA

and

Local 858

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

JULY 1, 2018 – JUNE 30, 2019

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SECTION I - GENERAL PROVISIONS

1. Preamble

Local 858, affiliated with AFSCME Council 36, AFLCIO, hereinafter referred to as the Union, and the City of Pasadena, hereinafter referred to as City, have been meeting and conferring consistent with the Meyers-Milias-Brown Act of the Government Code and have reached an agreement.

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the total and complete understanding and agreement between the parties regarding wages, hours and other terms and conditions of employment. All prior or existing understandings, past practices or agreements by the parties, whether formal or informal, written or oral, regarding any such matters are hereby expressly superseded or terminated in their entirety.

In the event of a conflict between the Manual of Personnel and Administrative Rules and this MOU, the MOU shall take precedence.

2. Recognition

In accordance with the Pasadena City Charter, Section 3500 *et seq.* of the California Government Code, and provisions of City Resolution No. 555, the City acknowledges the AFSCME Local 858 as the exclusively recognized employee organization for those classifications specified in Exhibit I, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. Term of MOU

- A. The term of the MOU is July 1, 2018 – June 30, 2019. This MOU shall continue in effect through negotiation of a successor MOU and including through the impasse procedure if invoked.
- B. This MOU shall in all respects be subject and subordinate to the provisions of the Pasadena City Charter, and state and federal statutory law.
- C. All changes the parties agreed to in this MOU (with a term of July 1, 2018 – June 30, 2019) become effective upon approval of the City Council unless otherwise identified with a specific effective date.

4. Scope

A. Management Rights

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity or organization of any department, commission, board or committee provided by law or executive order, which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, discipline, discharge, transfer, assign, schedule and retain employees; relieve employees from duties because of lack of work or funds, determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, means, job classifications, and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations.

The exercise of these rights does not preclude employees or their representatives from consulting about the impacts these decisions have had on wages, hours and other terms and conditions of employment or raising a grievance on those matters pursuant to the grievance procedure.

B. Employee Rights

1. The designated union officers and stewards shall be granted necessary time off to engage in contract disputes during the term of the MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed officers and stewards shall fall within one of the following categories:
 - a) Discuss with an employee a grievance or workplace related complaint which may lead to a grievance or contract violation;
 - b) Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right, while on City time, to question

visitors or non-employees of the City;

- c) Assist employees in preparation for, or represent employees in, the appeal and review steps of the grievance procedure or in arbitration;
 - d) Attend meetings with supervisors or other management officials with respect to grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon;
 - e) Prepare for meetings mutually agreed by the City and the Union to be scheduled for conferral or other purposes.
2. Subject to the initial provisions of this MOU with respect to paid time for such activities, the City agrees that duly designated union officers and other representatives will be allowed to meet with management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated union officer or representative is representing an employee, he/she will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the union officer or representative will notify his/her supervisor. Upon arriving at the work place of the employee to be represented, the union officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the union official is not permitted to contact the employee at the immediate time of arrival at the work place, the supervisor in charge will advise the union officer or steward the reason why he/she cannot do so and the time when the employee will be available.
3. All union activities shall be conducted in such a manner so as to minimize any disruption to the work activities of the employees involved.

C. Union Representatives

1. The City agrees to recognize and deal with an appropriate number of local union officers, including union stewards, so that each employee in the bargaining unit will have reasonable access to a union representative. The Union may appoint 16 stewards. No Union officer other than the president of the local union, nor any steward, regardless of when selected, shall function as such for purposes of carrying on the union activities, until the Director of Human Resources of the City has been notified in writing by the president of the local union, or by an international union or council officer of his or her selection as an official or steward. Notice of changes in the selection of union officials and stewards, and their alternates, will be given whenever such changes occur.
2. The union endorses the concept of employees utilizing the steward in the employee's assigned work area; provided, that it is recognized that there may be necessary occasions when a different steward or union officer or his/her designee from among the list of authorized representatives provided to the City, shall take over representation of the aggrieved employee. In such cases, the union will promptly notify the department director and the Human Resources Department of the change.
3. The City will provide, with the approval of the Director of Human Resources, reasonable time off to conduct union business.

D. Bulletin Boards

1. Space shall be provided on City bulletin boards at their present locations for union posting of notices and bulletins of the following types:
 - a) Notices of union recreational, social affairs, and related union business news;
 - b) Notices of union elections; provided that this shall not include campaign material;
 - c) Notices of union appointments and results of union elections;

- d) Notices of union meetings;
 - e) Union constitution, by-laws, and proposed amendments thereto;
 - f) Such other notices as may be mutually agreed upon by the union and the Director of Human Resources.
2. All materials posted on bulletin boards shall identify that the Union has posted it and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or endorsed by the employer, and the material must not contain anything that would identify it as such.
 3. In no case shall obscene or personal attacks on any City employee be placed on any bulletin board. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Director at the time of their posting. In the event objectionable material is posted, the City Human Resources Director will so inform the union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
 4. The Union shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this section or for reasons such as alterations in the physical facilities, etc., and will inform the union whenever the City removes such bulletin boards.
 5. Excluding lunch and rest periods, in no case will the distribution of literature at the work place of employees be allowed during regular working hours.

5. Non-Discrimination

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

6. No Strike

- A. The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services. Therefore, for the duration of this MOU and after expiration of this MOU, as long as the parties are attempting to reach an agreement on a successor MOU, the parties agree not to conduct strike, sympathy strike, or lockout activities.
- B. Any employee who participates in any conduct prohibited in Section A shall be subject to discipline.
- C. If the Union sanctions any conduct prohibited in Section A during the term of this MOU or while the parties are attempting to reach a successor agreement, the City may suspend any and all of the rights and privileges accorded the Union.

7. Savings Clause

Should any part of this MOU be rendered or declared illegal or invalid by legislation, decree of court of competent jurisdiction or other established governmental agency, such invalidation shall not affect the remaining portions of this MOU. The parties agree to immediately meet and confer to provide adequate and relevant substitute language if possible.

8. Impasse

Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, the parties will follow the process identified in City Council Resolution 555. Additionally, the Union may request the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

SECTION II - COMPENSATION

1. Payroll Administration

A. Step Raises

Employees hired or promoted to Step 1 of a pay range shall receive the Step 2 salary at the successful completion of their probationary period. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:

- Step 3--6 months after the Step 2 increase
- Step 4--1 year after the Step 3 increase

- Step 5--1 year after the Step 4 increase

B. Salary on Promotion

1. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary range, they shall advance to the lowest step in such higher salary range that will provide an amount equal to or nearest to a one-step increase in compensation. The one-step increase will be measured by the compensation schedule (base salary to base salary) from which the employee is being promoted.
2. Notwithstanding anything in this section, the City Manager may approve a promotion at a higher step within the schedule.

C. Acting Pay

1. When an employee is assigned on a temporary basis to the duties of a higher compensated position, and such employee assumes the full duties and responsibilities of that position, such employee shall be compensated from the first full day of the appointment at a rate of pay which is equal to 5.5% of his/her base pay.
2. When there is a current eligibility list for a position to which the City wants to assign someone on an acting basis, an employee will be selected for the acting assignment from that list unless employees on the list are offered the assignment decline to take it.
3. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay as special compensation.

D. H-Rating

1. In the event a regular employee is adversely impacted through no fault of his/her own because of organizational and/or involuntary classification changes, the employee's salary shall be H-Rated as follows: 100% of the employee's current salary for one year; and 95% of the employee's current salary for one additional year (unless the salary of the new position is equal to or higher than the employee's H-rated

salary), for a total of two years. On a case-by-case basis (e.g., when there is a significant difference between the employee's current salary and new salary), the parties may discuss H-rating over a three-year period.

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

E. Payroll Deductions and Dues

1. The City may deduct the regular dues recognized employee organization. Dues deduction shall be made only on the written authorization of the employee.
2. The recognized employee organization shall comply with the dues deduction requirements of the City.

F. Additional Voluntary Deductions

Members may request through a payroll deduction card signed by the member that such additional amounts as may be requested will be deducted from the member's pay and be paid to the political action committee of the American Federation of State, County and Municipal Employees, otherwise known as "Public Employees Organized to Promote Legislative Equality," or P.E.O.P.L.E., provided that deductions shall stop upon the next pay period following written request of the employee.

2. **Union Dues**

- A. AFSCME will maintain records of employee authorizations for dues deductions. AFSCME will provide the City with information regarding the amount of dues deductions and the list of AFSCME employees who have authorized dues deductions. To the extent required by the California Government Code, the City will rely on the information provided by AFSCME in processing dues deductions for AFSCME members.
- B. To the extent required by the California Government Code, AFSCME agrees to indemnify and hold the City of Pasadena harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this

Section.

3. Probation

- A. Initial Appointment - Except as provided by administrative regulation, and except as otherwise provided in this paragraph, all employees employed by the City hereunder, as part of the examination process, shall serve an initial probation period of continuous service as specified on the job specification at the time of hire. Any employee serving an initial probation period may be terminated with or without cause at the discretion of the appointing authority. Probation periods shall be deemed to be part of the examining process. Such initial probation period shall not be extended.

- B. Promotional Appointment - Employees who are promoted shall serve a six month probation period of continuous service in the higher classification. The promotional probation period shall be one year for Public Works Maintenance Worker III. Any employee serving a promotional probation period may be returned to his former classification during such probation period if a vacancy exists, but such probation period shall not be extended. Any employee serving a promotional probationary period may request to be returned to his/her former classification. Further, if the employee so requests, said employee shall be returned to his/her last regular classification during the probationary period or as soon as possible, provided that a vacancy exists and there are no other actions pending against the employee.

4. Salaries

- A. The step plan of compensation rates for AFSCME classifications are identified in Exhibit I.

- B. Effective October 15, 2018, and with the approval of the City Council, unit members will receive a base salary increase of two percent (2%).

- C. Effective upon City Council approval of the MOU, unit members employed on the date the City Council approves the MOU will receive a one-time lump sum payment of seven hundred and fifty dollars (\$750.00). The parties understand that this payment is not reportable to CalPERS.

5. Work Schedules/Hours of Work

- A. Unit members work a seven day FLSA work week (168 recurring hours).
- B. Work schedule is defined as an employee's regularly assigned hours of the day and days per week and may include:
 - 1. The 9/80 schedule (four nine hour days per work week and one alternating eight hour day/regular day off). Employees working the 9/80 have a FLSA work week designated as beginning four hours into their alternating regular day off (eight hour day).
 - 2. The 5/40 schedule (five eight hour days per work week). Employees working the 5/40 have a FLSA work week designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday.
 - 3. The 4/10 schedule (four ten hour days per work week). Employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday.
 - 4. The 3/12 schedule (three twelve hour days per work week and one alternating eight hour day every other week). Employees working the 3/12 schedule have a FLSA work week designated as beginning four hours into their alternating eight hour work day.
- C. Work schedules are considered reasonably permanent and shall not be changed to avoid the payment of overtime. The City may change an employee's designated work schedule (*i.e.*, 9/80, 5/8, 4/10, 3/12) with seven calendar days' notice.
- D. Hours of work are assigned by the department.
 - 1. Hours of work for a 9/80 employee will be assigned by the department. The alternating eight hour day/regular day off must begin and end at the same time each work week.
 - 2. Hours of work for a 3/12 employee will be assigned by the department. The alternating eight hour day/regular day off must begin and end at the same time each work week.
 - 3. Hours of work are considered reasonably permanent but may be changed by the department to accommodate providing service to the

community. A change in regular work hours that will impact an employee for more than one work week requires a minimum of ten calendar days' notice. The impacts of the change to regular hours of work are subject to the meet and confer process and upon request, the City will meet with AFSCME during the ten calendar day period. The City may implement the schedule change, should the impacts negotiations continue past the ten calendar day notice timeframe.

- E. Employees reporting for work on a normally scheduled work day shall not suffer any loss of regular pay or benefits, when management directs that no field work be undertaken, due to adverse weather or other unforeseen conditions. Provided, however, that if an employee is allowed to leave work early under such conditions at his/her own request, the City shall not be required to pay the employee for hours not spent at work.
- F. Whenever possible, there shall be a minimum of an eight (8) hour break between the regular shifts worked by any employee.

6. Rest/Meal Periods

A. Rest Periods

Every employee shall be provided two 15-minute rest periods per day for each period of not less than three or more than four hours. Employees may leave the job site for a rest period providing that the total time away from the job does not exceed 15 minutes.

- 1. The time at which such rest periods are taken shall be determined by the department director or his/her designee who will schedule absence from duty so that service to the public is not impaired.
- 2. Rest periods or coffee breaks may not be combined or added to a meal period, vacation or to other forms of leave.

B. Meal Periods

Employees covered by this Agreement shall be entitled to a meal period of up to 1 hour.

- 1. Meal periods are unpaid unless an employee is required to work through

his/her meal period.

2. The amount of time for a meal period and the procedure for taking a meal period shall be determined by the department director or his/her designee.

7. Clean-Up Time

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

8. Shift Trading

Employees who work in the Police Department in a 24/7 operation may trade shifts with their colleagues within the same classification subject to the following conditions:

- A. Both employees agree to the shift trade voluntarily.
- B. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
- C. Shift trades are limited to twice per month per employee.
- D. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will have the time recorded on his/her timesheet by the individual completing the timesheet as time worked on his or her time sheet.
- E. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
- F. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her sick leave (or other accrued leave if sick leave bank is zero) deducted.

9. Shift Differential

A. Shift differential shall be paid as follows:

For Swing Shift.....\$1.50 per hour
For Graveyard Shift.....\$1.50 per hour

B. Shift differential shall be paid for all hours worked on the regularly assigned ("regularly assigned" refers to an employee's regular work shift that falls on swing or graveyard, not an overtime shift that begins on or runs into swing or graveyard hours) swing or graveyard shift. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Special Assignment Pay – Shift Differential as special compensation.

C. For purposes of applying the Shift Differential, the Swing Shift is defined as any shift of six hours or more, regularly scheduled to start between the hours of 3:00 p.m. (2:00 p.m. for 9/80 schedules) and 10:59 p.m. The Graveyard Shift is any shift of six hours or more, regularly scheduled to start between the hours of 11:00 p.m. and 4:59 a.m.

10. Overtime

A. Overtime paid at time and one-half base pay shall apply in the following situations:

1. All authorized hours over 40 regular hours a week. (For overtime purposes, all authorized hours on a paid status - vacation, holiday, sick leave, bereavement, etc. - shall count toward the regular 40-hour week.)

2. All authorized hours worked on holidays.

3. Overtime paid at double time base pay shall apply in the following situations:

a) Employees who work overtime between midnight and the start of their regular day shift shall be compensated at double time for such hours worked. Provided, however, employees who work

two hours or less prior to the start of their regular shift shall not receive double time.

- b) An employee who works eight hours or more immediately prior to his/her regular work shift will be paid at the double time rate for those hours worked on the regular shift immediately following the shift worked.
 - c) Once an employee works any part of his/her regular shift at the double time rate, such employee shall continue to be compensated at the double time rate for all hours worked until receiving a six hour break.
 - d) If a six hour break occurs during the employee's regular shift, such employee will be compensated at the straight time rate for such hours falling on their regular shift. An employee will not be compensated for breaks occurring outside of his or her regular shift.
- 4. Employees who work a regularly assigned graveyard shift are not entitled to receive overtime pay for those hours worked on the graveyard shift.
 - 5. Overtime shall be divided equally among those persons available for work in the same position at the same location or reporting to the same immediate supervisor. In those instances where there is a demonstrated need for specialized skills and abilities, or in emergency situations, exceptions may be made to this provision.
- B. Overtime shall not be paid in addition to regular time or leave time for the same hours of work (e.g., for work performed on a holiday).

11. Overtime Meals

- A. Call Back - When employees are called from off-duty to return to work the employee shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such meals, and the time necessary therefore, shall be at City expense.

If a regular shift employee is called out for emergency work before 7:00 a.m. on

a scheduled work day and continues to work into his/her regular scheduled work hours and does not have an opportunity to eat breakfast or prepare a lunch before reporting for work, the City shall furnish him/her with such meals if they can be provided. The necessary time taken to eat breakfast shall be provided by the City, the usual practice relating to meal period on work days shall prevail. The City shall reimburse the employee for the cost of such meals only if the actual expense has been incurred.

- B. Scheduled Overtime - When employees are required to perform prearranged work on non-work days during regular work hours, they shall observe the meal period which prevails on their regular work days. When employees are required to perform prearranged work (not as a continuation of the regular work day) on either work or non-work days outside of regular work hours, they shall provide the first meal on the job at their own expense (and the time necessary therefore but not to exceed one-half (1/2) hour shall be taken at City's expense). Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal. Such subsequent meals and the time necessary therefore shall be at City expense.

When employees are required to perform prearranged work two (2) hours or more before regular work hours on a regular work day or a non-work day and continue to work into their regular scheduled work hours, they shall be provided with a meal at City expense and the necessary time to eat it. The City shall reimburse the employees for the cost of such meals only when the actual expense has been incurred.

- C. Shift Extensions - When an employee is required to work two (2) hours or more beyond regular work hours, he/she shall be given the opportunity to secure a meal and the time taken thereof shall be paid by the City. The City shall reimburse employees for the cost of such meals only when actual expense thereof has been incurred. If an employee does not accept a meal at City expense, as provided herein, he/she shall nevertheless be allowed overtime for the time usually taken to eat a meal, not to exceed one-half (1/2) hour.
- D. Meal Reimbursement - Notwithstanding any provision of this subsection, all meals under this Section that are taken at the personal expense of the employee will be reimbursed by the City up to \$17 per meal.

12. Compensatory Time Off

- A. In lieu of receiving payment for overtime, unit members who work in the Police Department may request in advance to accrue compensatory time off at the rate of time and a half of each hour worked, subject to a maximum accrual of 120 hours. The Police Department has the sole discretion to grant the accrual of comp time or to pay the overtime.
- B. The time during which an employee may use accrued compensatory time off is subject to approval by the Police Chief or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least ten calendar days. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.
- C. Employees may request to cash out accrued compensatory time off at the employee's regular rate of pay at any time. All unused compensatory time off shall be cashed out annually at the employee's regular rate of pay in the last complete pay period of the fiscal year.

13. Call Back Pay

- A. Unit members are subject to call back to respond to emergencies or operational issues identified by the department director or his/her designee.
- B. Call back is the unscheduled call to an off-duty employee requiring that he/she report to work.
- C. Unit members are compensated with overtime for hours worked beginning when he/she receives the phone call to report for duty until he/she returns to his/her point of origin.
- D. Call back pay will be paid with a minimum of two hours of overtime unless the call back is within two hours of his/her regular shift. In those cases, employees are compensated with overtime until his/her regular shift starts. When the regular shift starts, the employee will receive regular base pay.

14. Standby Pay/On-Call Pay

- A. Standby/On-Call is assigned and scheduled in advance by management.
- B. Standby/On-Call will be assigned as equally as possible among those employees available to report to a call to return to work.
- C. An employee who would be unable to respond within forty-five (45) minutes of a call requiring them to return to work, may not be scheduled on the standby/on-call list unless approved by management.
- D. Standby/On-call pay is one (1) hour of pay for each Monday through Friday (except for an employee's regularly scheduled 9/80 day off) and two (2) hours of pay for each Saturday, Sunday, Regular 9/80 day off, or observed City holiday.
- E. Employees assigned to standby/on-call are subject to the following requirements:
 - 1. Be ready to respond immediately to calls for service.
 - 2. Be reachable by phone (including a department issued communication device such as a pager, cell phone, or radio).
 - 3. Respond to a call by returning to work as quickly as possible but in no case more than forty-five (45) minutes from the time called unless otherwise authorized by the department.
 - 4. Refrain from intoxicants or other activities which might impair the ability to perform assigned duties.
- F. Employees, who are on standby/call-back and are called to report to work, will be compensated for the time worked in accordance with the call back pay provisions of this MOU.

15. Bilingual Pay

Employees may be eligible for bilingual pay of \$75 per month (paid \$34.62 bi-weekly) under guidelines established under the bilingual pay policy of the City. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to

Title 2 CCR Section 571(a)(4) Special Assignment Pay – Bilingual premium as special compensation.

16. Court Appearance Pay

- A. Employees working in the Police Department who, on a scheduled time off, are required to be present in court in connection with the performance of their duties, shall receive two (2) hours minimum compensation at time and one-half. In the event such person is required to be present during both the morning and afternoon sessions of the court on the same day, such person shall receive, in addition to the above two-hour minimum, three (3) hours minimum compensation at time and one-half.
- B. Employees classified as above whose shifts are extended to include a court appearance pay shall be paid for those hours in court at time and one-half.

17. Sewer Maintenance Pay

Regular full-time employees in the Public Works Maintenance Worker classifications, whose regular assignment is to work in sewer maintenance to perform sewer maintenance duties, shall receive sewer crew pay of \$100.00 per month (paid \$46.15 bi-weekly). The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay – Sewer Crew Premium as special compensation.

SECTION III - LEAVES OF ABSENCE

1. Vacation

- A. Vacations provided in this section shall be taken within the time limits provided herein except when, for the efficient administration of the City, the City Manager or his/her designee determines that vacation leave of absence cannot be scheduled. In such event, the City Manager shall authorize pay in lieu of vacation, or he/she shall allow accumulation of vacation above the maximum.
- B. Vacation Accrual and Maximum

Years of continuous service	Hours accrued per pay period	Annual Accrual	Vacation Maximum Accrual
Hire date to completion of	3.08	80 hours	160 hours

five years			
Six years – completion of 10 years	4.62	120 hours	240 hours
11 years	4.92	128 hours	256 hours
12 years	5.23	136 hours	272 hours
13 years	5.54	144 hours	288 hours
14 years	5.85	152 hours	304 hours
15 years	6.15	160 hours	320 hours

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

2. Holidays

- A. The following eleven days shall be observed as holidays:
 - January 1;
 - the third Monday in January;
 - February 12;
 - the third Monday in February;
 - the last Monday in May;
 - July 4;
 - the first Monday in September;
 - the Monday or Friday closest to November 11 (if November 11 is a Wednesday, the day the City closes City Hall);
 - the fourth Thursday in November;
 - the day following the fourth Thursday in November;
 - December 25;
 - and every day appointed by the City Council for a public feast, thanksgiving or holiday
- B. For non-continuous shift employees, in lieu of Admission Day, September 9th, one 8-hour floating holiday shall be provided to each employee to be taken at his/her option subject to operational considerations. Floating holiday hours are added to each employee's holiday leave bank with the first paycheck in January.

- C. Employees receive holiday pay on the designated holiday for the number of hours he/she is regularly scheduled to work. For example, nine hours on a nine hour work day, eight hours on an eight hour work day, ten hours on a ten hour work day, twelve hours on a twelve hour work day, etc.
- D. Employees who are required to work on a designated holiday receive holiday pay in addition to the pay he/she receives for working the holiday. The holiday pay equals the number of hours he/she was regularly scheduled to work on the holiday. For example, nine hours on a nine hour work day, eight hours on an eight hour work day, ten hours on a ten hour work day, twelve hours on a twelve hour work day, etc.
- E. For holidays that fall on an employee's regular day off (for example, the eight hour alternating day off for 9/80 or 3/12 employees or a day not normally scheduled for a 4/10 employee), the holiday hours will be added to the employee's holiday bank. Banked holiday hours are capped at fifty-four (54) hours.
- F. Employees who separate from the City will have banked floating hours and banked holiday hours paid for at the base rate of pay with the final pay check.
- G. Continuous Shift Employees of the Police Department.

In addition to the above holiday pay provisions, the following shall only apply to continuous shift employees of the Police Department whose work schedules overlap midnight between a holiday day and a non-holiday day:

1. Continuous shift employees of the Police Department whose schedules cause them to work past midnight shall be paid time and one half for the full shift of any shift which begins on a holiday regardless of when the shift ends;
2. Continuous shift employees of the Police Department whose shift does not begin on a holiday shall not receive time and one half for any hours worked on the actual holiday when their shift extends past midnight into the holiday;
3. Effective the first pay period following the implementation of the City's new timekeeping system, continuous shift employees of the Police

Department who work between 12:00 am and 11:59 pm on a listed holiday will be compensated at the rate of time and one half the base hourly rate only for those hours which actually fall on the holiday. All other hours shall be paid at the applicable non-holiday rate of pay.

4. "Holiday" for the purposes set forth herein for continuous shift employees of the Police Department shall be defined as the actual holiday as defined in this MOU irrespective of when non-continuous shift employees in the Police Department or other departments of the City working other schedules celebrate said holiday.
5. Continuous shift employees receive holiday pay equivalent to his/her regularly scheduled hours if the holiday falls on a regular workday. Holidays that fall on a day that is not a regularly scheduled work day shall be paid with eight (8) hours of holiday pay. In the event any person's work schedule, in the opinion of the department director, will not permit such leave of absence the person shall receive time and one half for hours worked on such holiday, in addition to the holiday pay.
6. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).

3. Sick Leave

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

1. Unit members who use sick leave for four consecutive days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member.
2. Enhanced Verification Requirements
 - a) In addition to Section 3.D.1, the employee's supervisor, with the concurrence of Human Resources, may request future verification when less than four consecutive days of sick leave is taken and reasonable suspicion of sick leave abuse exists, if one of the following also applies:
 - (1) The employee has used 80 hours or more of sick leave within the 12 months immediately preceding the request for sick leave. The 80 hours shall not include any time off on an approved Workers' Compensation claim, FMLA/CFRA/PDL or other legally protected leave of absence.
 - (2) There is reasonable suspicion that the employee is using sick leave for an improper purpose. For purposes of this section, reasonable suspicion shall include, but is not limited to, a documented pattern of absences over a reasonable period of time; calling in sick when a vacation request was denied; use of sick leave at the start or end of a workweek; or calling in sick preceding or following a holiday.
 - b) When the prerequisites of Section 3.D.2 are met, the employee's supervisor and a representative of Human Resources will meet with the employee and provide a written directive regarding future sick leave verification. The directive will require the employee to provide verification of sick leave (which may be more frequently than is required by Section 3.D.1) for 90 calendar days, instruct the employee on specific call-in procedures, and other relevant matters. The employee will be afforded an opportunity during this meeting to respond and offer good cause for the use of sick leave. At the end of the 90 days, the parties will reconvene to either release the employee from the

constraints of the written directive or to extend the duration of the directive.

3. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employee's supervisor before returning to work.
- E. A unit member, who, while on vacation, becomes ill/injured and who provides a doctor's verification of illness/injury prior to returning to work which verifies that leave for injury or illness in excess of four days was required, may request that the vacation time be substituted with sick leave.
- F. Sick Leave Accrual
1. Unit members accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 1200 hours.
 2. Unit members who retire from the City may convert up to 1200 hours of accrued and unused sick leave to service credit pursuant to Government Code Section 20965.
 3. Unit members may use up to one-half of one year's annual accrual (40 hours) for family sick leave purposes. For purposes of family sick leave, family members include child/step-child, parent (including in-laws and step-parents), spouse, or registered domestic partner, sister, brother, grandparents or grandchildren.

4. Bereavement Leave

- A. Employees absent for leave due to bereavement of an immediate family member may receive regular compensation for up to a maximum of:
1. 24 hours for 5/8 employees;
 2. 27 hours for 9/80 employees;
 3. 30 hours for 4/10 employees;
 4. 36 hours for 3/12 employees.
- B. Immediate family is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather,

stepmother, step-children, grandparents, or grandchildren.

- C. The department director (within his/her discretion) may authorize bereavement time for the death of an individual not specified as an employee's immediate family, as herein defined.
- D. In the event that an employee covered by this Agreement dies, other represented employees may be granted up to 24 or 27 hours leave for the purpose of serving as pallbearers or to otherwise attend the funeral.
 - 1. The number of employees who are granted this leave at any one time shall be at the discretion of the department director, consistent with the need to maintain a sufficient work force during that time.
 - 2. Such leave shall not be accruable nor shall it have any monetary value if unused.

5. Workers' Compensation Leave

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

exceed a cumulative total of twelve months for the same injury/illness.

- E. The City expects that employees on Workers' Compensation leave will demonstrate reasonable cooperation and participation in their treatment as provided by the physician to promote a cure or relief from the effects of the injury. The City retains the right to terminate the supplement at any time if such cooperation and participation is not demonstrated.

6. Jury Duty Leave

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

7. Witness Leave

An employee who is subpoenaed or required to appear in court, or other similar administrative body as a witness, shall be deemed to be on a leave of absence. With approval of the appointing authority and the City Manager, the employee may be granted leave with pay during the required absence. The employee shall remit to the City all fees received except mileage. Witness leave shall not be granted for time spent on cases in which the employee is a party to the action unless the employee is a co-defendant in an action along with the City.

8. Military Leave

Military leave of absence may be granted as required by law.

9. Maternity Leave/Reduced Work Week Schedule with Benefits

- A. Employees may be provided an unpaid maternity leave of absence for up to six months, or a combination of unpaid maternity leave up to a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week. The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months. In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.

Maternity leave is eliminated on August 8, 2016. Following that date, employees are eligible for benefits pursuant to Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical Leave Act (FMLA), when applicable, for purposes of parenthood leave (e.g., pregnancy, childbirth, adoption, or foster care placement). Pregnancy Disability Leave (which runs concurrently with FMLA) provides for up to four months of leave for pregnancy disability (with health insurance paid for during such leave). CFRA provides the right to take up to an additional 12 weeks of leave (for up to one year after the birth, adoption or placement of a child in foster care) for caring for a newborn child, an adopted child or a child placed in the home for foster care. The department director may grant additional unpaid leaves of absence, with no additional benefits, for an additional period of up to four months for parenthood leaves (including employees of both genders) when such leave will not have a detrimental effect in maintaining operational needs.

- B. The leave provided in this section will run concurrently with Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical Leave Act (FMLA) when applicable.

10. Adoption Leave

Employees can request up to six (6) months unpaid leave to care for a child during the time of and immediately following adoption. The leave provided in this section will run concurrently

with California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA) when applicable.

SECTION IV – BENEFITS

1. Life Insurance

The City will provide life insurance coverage in the amount of \$30,000 for each employee.

2. Dental Care Program

The City will contribute 100% of the employee only PPO premium and up to \$90.00 per month for dependents on the dental care program as provided by the City of Pasadena.

3. Health Insurance/Employee Option Benefit Fund

- A. The City of Pasadena participates in the CalPERS Medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code section 22892) toward the medical premium which is part of the EOBFF allowance.
- B. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
- C. Effective January 1, 2018, the EOBFF allowance for employees hired on or before December 31, 2014 and who are enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,183.26
Tier 2:	Employee +1	\$1,226.58
Tier 3:	Employee +2	\$1,594.55

Effective January 1, 2019, the EOBFF allowance for employees hired on or before December 31, 2014 and who are enrolled in a medical plan offered through the City is:

Tier 1:	Employee Only	\$1,183.26
Tier 2:	Employee +1	\$1,237.28

Tier 3:	Employee +2	\$1,608.46
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- D. Employees hired by the City on or after January 1, 2015, will receive an EOB 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).

Effective January 1, 2018, the EOB allowance for employees hired on or after January 1, 2015 and who are enrolled in a medical plan offered by the City is:

Tier 1:	Employee Only	\$613.29
Tier 2:	Employee + 1	\$1,226.58
Tier 3:	Employee + 2	\$1,594.55

Effective January 1, 2019, the EOB allowance for employees hired on or after January 1, 2015 and who are enrolled in a medical plan offered by the City is:

Tier 1:	Employee Only	\$618.64
Tier 2:	Employee + 1	\$1,237.28
Tier 3:	Employee + 2	\$1,608.46

- E. 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.
- 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 minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive an EOB 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 EOB Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.
- G. Employees hired on or after January 1, 2015 electing to opt out of medical coverage offered by the City because they have provided proof of minimum essential coverage ("MEC") through another source (other than coverage in the

individual market, whether or not obtained through Covered California) will receive an EOBFF opt out allowance of \$400 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.

4. 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 an agency with reciprocity from another public retirement system (i.e., those members defined as classic members by CalPERS), 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.
- 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.

5. Retiree Medical

The parties agree to commence negotiations on a retiree medical trust fund or individual retiree medical account. Negotiations will begin upon receipt of a request to negotiate from the Union.

6. Short Term Disability

The City provides a Short Term Disability (STD) Plan to employees in the unit. The plan includes the following provisions:

1. Thirty (30) calendar day elimination period. Disability payments begin on the 31st 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.

7. Long Term Disability

The City provides a long term disability plan to employees in the unit that provides for disability

payments to employees under the following basic provisions:

1. Disability payments will commence on the 181st 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 for an individual whose disability begins before age 60 is to age 65.
4. The maximum benefit period for an individual whose disability begins at age 60 or older will be five years.
5. The City and employee 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.
6. 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.

8. 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 one thousand dollars (\$1,000) per fiscal year. Eligibility for Tuition Reimbursement shall be in accordance with the City of Pasadena's Manual of Personnel and Administrative Rules.
- 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.

9. Uniforms

- A. 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 MOU. Security Rangers will receive five uniforms per calendar year. The City will provide Human Services & Recreation employees with five uniforms to comply with department guidelines for attire. The City will replace uniforms for Human Services & Recreation employees as necessary due to standard wear and tear.

- 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 \$200 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.

10. 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.

11. 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 V - POLICIES & PROCEDURES

1. 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 and Administrative Rules, 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.

2. 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 director.
 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 director and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee(s) and his/her 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 City Manager and/or his/her designee. 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 City Manager and/or his/her designee shall advise the employee by letter whether or not he/she intends to take any

further action regarding the issue, or issues, referred to in the 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/she 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 MOU 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 City Manager or his/her designee, with a copy to the employee and the Union.
- g) Within thirty (30) calendar days following receipt of the advisory opinion, the City Manager or his/her designee 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 City Manager or his/her designee's letter will be sent to the employee and the Union.
- 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.

3. 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.
- 12. 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.
 - 13. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
 - 14. 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.

4. 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.

5. Seniority

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

6. 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.

7. 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.

8. Distribution of MOU

The City shall provide a copy of this MOU 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.

9. 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.

10. 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 director 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 any time 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.

11. 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.

12. No Smoking Policy

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

13. 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.

14. 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.

15. 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 Jailer. 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.

16. 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. 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 that 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.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU on October 15, 2018.

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

CITY OF PASADENA
AUTHORIZED MANAGEMENT
REPRESENTATIVES



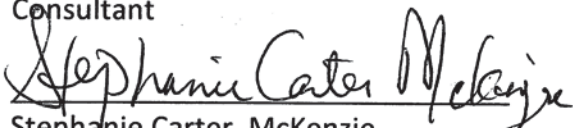
Kevin Brown,
President

Steve Mermell,
City Manager




Jeff Bigelow,
Consultant

Jennifer Curtis,
Human Resources Director



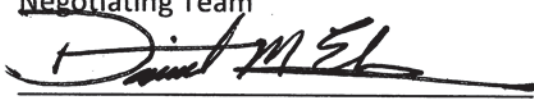
Stephanie Carter, McKenzie,
Negotiating Team

Kelly Trainer,
Burke, Williams & Sorenson



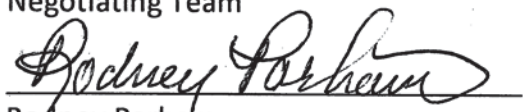
Alex De La Pena
Negotiating Team

Alex Souto,
Human Resources Manager




David Edgar
Negotiating Team

Jaime Arellano,
Senior Human Resources Analyst



Rodney Parham
Negotiating Team



Vince Zamoya
Negotiating Team

EXHIBIT I - Salary Schedule

AFSCME
Effective October 15, 2018

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
ASSISTANT PARTS TECHNICIAN	\$21.5219	\$22.6473	\$23.8416	\$24.9672	\$26.1887
AUTO SERVICE ATTENDANT	\$20.8495	\$22.0024	\$23.0456	\$24.1984	\$25.3103
BUILDING INSPECTOR	\$31.9173	\$33.9212	\$35.9255	\$37.9024	\$39.9066
BUSINESS TAX INSPECTOR	\$24.2288	\$25.6375	\$26.9488	\$28.2740	\$29.5849
CARPENTER	\$26.5770	\$27.9882	\$29.4814	\$31.0568	\$32.5226
CAULKER & REPAIR LEAD MECHANIC	\$29.9946	\$31.6234	\$33.2825	\$33.9249	\$36.5254
CAULKER & REPAIR MECHANIC	\$27.8574	\$29.3969	\$30.8165	\$32.2960	\$33.8354
CHIEF WATER TREATMENT OPERATOR	\$37.6740	\$39.5577	\$41.5355	\$43.6123	\$45.7929
CHILD CARE MONITOR	\$13.5150	\$13.8434	\$14.1798	\$14.5244	\$14.8778
CODE COMPLIANCE OFFICER	\$31.9444	\$33.9758	\$35.9936	\$37.9843	\$39.9747
COMMUNITY HEALTH AIDE	\$17.9286	\$18.7875	\$19.6329	\$20.5053	\$21.3781
CUSTOMER SERVICE FIELD REP I	\$21.5008	\$22.7280	\$23.8049	\$25.0319	\$26.1501
CUSTOMER SERVICE FIELD REP II	\$21.8827	\$23.5594	\$25.2502	\$27.0089	\$28.7130
CUSTOMER SERVICE FIELD REP III	\$25.2277	\$26.4891	\$27.8135	\$29.2042	\$30.6644
DETENTION OFFICER	\$26.6803	\$28.1760	\$29.6715	\$31.2155	\$32.7273
DUPLICATING MACHINE OPERATOR	\$19.9737	\$21.2145	\$22.4552	\$23.2051	\$24.9638
ENVIRONMENTAL HEALTH TECH	\$26.6791	\$28.2281	\$29.5633	\$31.0568	\$32.5333
EQUIPMENT MECHANIC I	\$24.3178	\$25.8833	\$27.3904	\$28.9120	\$30.4776
EQUIPMENT MECHANIC II	\$26.0591	\$27.6978	\$29.3511	\$30.9605	\$32.6139
EQUIPMENT MECHANIC III	\$27.8879	\$29.6291	\$31.3994	\$33.1260	\$34.9404
FACILITIES SERVICE WORKER	\$17.9969	\$19.1420	\$20.2329	\$21.3371	\$22.4414
GARAGE ATTENDANT	\$15.5650	\$16.4983	\$17.3768	\$18.3100	\$19.2299
GRAPHICS PRODUCTION TECHNICIAN	\$24.0669	\$25.6213	\$27.0571	\$28.5720	\$30.0474
INSTRUCTOR I					\$13.5150
INSTRUCTOR II					\$13.5150
INSTRUCTOR III					\$16.4279
INSTRUCTOR IV					\$21.1586
LABORER	\$19.9875	\$21.0507	\$22.0462	\$23.0687	\$24.1321
LANDSCAPE ARCHITECTURAL AIDE	\$26.2861	\$27.7588	\$29.2721	\$30.7446	\$32.2444
LEAD WATER SYSTEM MECHANIC	\$33.0937	\$34.7484	\$36.4858	\$38.3101	\$40.2256
LIBRARY BLDG & SECURITY AIDE	\$21.1464	\$22.2780	\$23.4505	\$24.6774	\$25.8091
LICENSED VOCATIONAL NURSE	\$21.3099	\$22.5232	\$23.6413	\$24.8548	\$26.0818
LIGHT EQUIPMENT OPERATOR	\$23.2040	\$24.4045	\$25.6785	\$26.8493	\$28.0937
MACHINIST	\$28.1405	\$29.6812	\$31.2628	\$32.8307	\$34.3167
MAINTENANCE & CONSTRUC WORKER	\$21.6371	\$22.7824	\$23.9139	\$25.1138	\$26.2317
MAINTENANCE ASSISTANT	\$16.7575	\$17.7823	\$18.7060	\$19.7310	\$20.6979
MAINTENANCE REPAIRER	\$23.3278	\$24.6094	\$25.5090	\$27.1726	\$28.4814
MASTER MECHANIC	\$28.6730	\$30.4436	\$32.1867	\$33.9574	\$35.7693
MATERIALS AND WAREHOUSE LEAD	\$31.0514	\$32.6039	\$34.2341	\$35.9458	\$37.7431
METER MECHANIC	\$24.2138	\$25.5228	\$26.8182	\$28.1405	\$29.3949
NUTRITION AIDE	\$16.8925	\$17.6423	\$18.4196	\$19.0467	\$19.7556
PAINTER	\$25.2093	\$26.6543	\$28.1405	\$29.6129	\$31.0037
PAINTER TRAINEE	\$20.1102	\$21.1872	\$22.2506	\$23.3005	\$24.3229
PARKING METER MECHANIC	\$24.2864	\$25.5993	\$26.8987	\$28.2247	\$29.4831
PARKS SERVICES SPECIALIST	\$22.4058	\$23.5261	\$24.7024	\$25.9374	\$27.2342
PARTS TECHNICIAN	\$23.4985	\$24.7887	\$26.0377	\$27.3141	\$28.6044
PLUMBER	\$28.8627	\$30.3785	\$31.9232	\$33.4966	\$35.0697

EXHIBIT I - Salary Schedule

AFSCME
Effective October 15, 2018

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
PRESS OPERATOR	\$22.3734	\$23.6004	\$24.7185	\$25.9046	\$27.0907
PUBLIC WORKS MAINT WORKER I	\$19.9875	\$21.0646	\$22.1006	\$23.1506	\$24.1731
PUBLIC WORKS MAINT WORKER II	\$21.9246	\$23.0995	\$24.2331	\$25.3806	\$26.5964
PUBLIC WORKS MAINT WORKER III	\$25.6182	\$26.9681	\$28.3725	\$29.7220	\$31.0992
RECREATION FACILITIES ASSISTANT	\$15.5201	\$16.2961	\$17.1111	\$17.9667	\$18.8647
RECREATION LEADER IIIB	\$13.5150	\$13.6097	\$13.7048	\$13.8008	\$13.8829
RECREATION SERVICES SPECIALIST	\$22.4058	\$23.5261	\$24.7024	\$25.9374	\$27.2342
ROSARIAN	\$21.8827	\$23.0552	\$24.1867	\$25.3318	\$26.5453
SECURITY RANGER	\$24.3504	\$26.3000	\$27.5815	\$28.8768	\$30.4173
SENIOR BUILDING INSPECTOR	\$36.4026	\$38.6525	\$40.8881	\$43.2334	\$45.5375
SENIOR CARPENTER	\$27.8922	\$29.6868	\$31.3582	\$33.1801	\$34.9065
SENIOR CODE COMPLIANCE OFFICER	\$36.4026	\$38.6525	\$40.9019	\$43.2741	\$45.5239
SENIOR COMMUNITY HEALTH AIDE	\$20.5873	\$21.7461	\$22.7959	\$24.0094	\$25.1412
SENIOR IT SUPPORT SPECIALIST	\$31.5066	\$33.3182	\$35.2340	\$37.2599	\$39.3833
SENIOR NUTRITION AIDE	\$18.9511	\$19.8101	\$20.7099	\$21.6098	\$22.5371
SENIOR PAINTER	\$27.5135	\$29.2040	\$30.9084	\$32.6943	\$34.3986
SENIOR PLUMBER	\$29.5920	\$31.3797	\$33.2534	\$35.0697	\$36.9577
SENIOR PRESS OPERATOR	\$24.7458	\$26.1772	\$27.5952	\$28.9585	\$30.3900
SENIOR PUB HLTH LAB TECH	\$22.0189	\$23.3824	\$24.7185	\$26.1226	\$27.5270
SENIOR STOREKEEPER	\$23.1506	\$24.3774	\$25.6456	\$26.9681	\$28.1678
SENIOR UTILITY SERVICES PLANNER	\$30.9917	\$32.7386	\$34.4542	\$36.1076	\$37.8546
SENIOR WATER QUALITY LAB TECH	\$23.7368	\$25.2093	\$26.6818	\$28.1678	\$29.6812
SENIOR WATER TREATMENT OPERATOR	\$34.7311	\$36.4676	\$38.2910	\$40.2056	\$42.2159
STOREKEEPER	\$23.0114	\$24.2561	\$25.4711	\$26.7157	\$27.9605
TIRE REPAIR ATTENDANT	\$22.0710	\$23.2926	\$24.4730	\$25.6810	\$26.7789
UTILITY SERVICES PLANNER	\$25.5636	\$27.0089	\$28.3859	\$29.8040	\$31.1808
WAREHOUSE WORKER	\$21.4999	\$22.6557	\$23.7522	\$24.8190	\$25.9010
WATER SYSTEM MECHANIC I	\$25.4611	\$26.7341	\$28.0708	\$29.4744	\$30.9481
WATER SYSTEM MECHANIC II	\$29.4377	\$30.9096	\$32.4551	\$34.0778	\$35.7817
WATER SYSTEM TECHNICIAN	\$32.5221	\$34.1482	\$35.8556	\$37.6483	\$39.5308
WATER SYSTEM TRAINEE	\$23.5255	\$24.7018	\$25.9369	\$27.2337	\$28.5954
WATER TREATMENT OPERATOR	\$30.5524	\$32.0801	\$33.6841	\$35.3683	\$37.1367
WORK EXPERIENCE AIDE	\$13.5150	\$13.6043	\$13.6940	\$13.7844	\$13.8752