



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF PASADENA AND  
PASADENA FIRE FIGHTERS ASSOCIATION,  
LOCAL 809**

October 1, 2021 – January 31, 2023

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## SECTION 1

### **I. PREAMBLE**

- A. The Pasadena Fire Fighters, Local 809, a recognized employee organization, hereinafter referred to as the Union or PFFA, and the City of Pasadena, a Public Agency, hereinafter referred to as City or employer, have been meeting and conferring consistent with Section 3500, et al, of the Government Code and have reached agreement.
- B. 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. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all contractual rights and obligations as negotiated by the parties.
- C. It is recognized by the signatories to this MOU and Agreement representing the Public Agency and the recognized Employee Organization that this Agreement has been entered into pursuant to Section 3505.1 of the California Government Code.

### **II. RECOGNITION**

In accordance with State law, the provisions of the Employer-Employee Labor Relations Resolution No. 555, and the secret ballot election conducted on June 19-21, 1978 in conformance with Section 3507 of the California Government Code (the *Meyers-Milias-Brown Act*), the City recognizes the Union as the exclusive representative bargaining unit for the following classifications: Fire Captain Paramedic, Fire Captain, Fire Engineer Paramedic, Fire Engineer, Fire Fighter Paramedic, and Fire Fighter. Such representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment.

### **III. TERM OF MEMORANDUM**

This MOU shall be in full force and effect for the period between October 1, 2021 and January 31, 2023.

### **IV. SCOPE**

#### **A. Management Rights**

- 1. The scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Except as modified by this Agreement or by law, the City shall reserve and retain all its inherent and exclusive rights and authority of management which have not been abridged by this MOU or by law which includes the right to: supervise, hire, transfer, assign and schedule employees; take disciplinary action for just cause; relieve employees from duty because of lack of work or other legitimate reason; determine services to be rendered; utilization of technology and overall budgetary matters; determine the procedures and standards of selection for employment and promotion; determine the methods, means and personnel by which government operations are to be conducted; the allocation and content of job classifications;



maintain the efficiency of governmental operations; take all necessary actions to carry out its purpose and functions in declared emergencies; and exercise complete control and discretion over its method of organization and the technology of performing its work.

2. The exercise of these rights does not preclude the Union from consulting about the impact these decisions have on wages, hours and other terms and conditions of employment, or raising grievance on those matters pursuant to the grievance procedure.

**B. Union Representation**

1. The designated Union officers and stewards shall be permitted to engage in contract disputes during the life of the Agreement, and the representation of employees including the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this Agreement. 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 or employee representative a grievance or complaint.
  - b) Make inquiries in order to obtain relevant information, including payroll information, related to a grievance or other concern relating to wages, hours, and working conditions, including discussions with supervisors, other employees or other management officials.
  - c) Assist employees in preparation for, or represent employees in meetings with management, the appeal and review steps of the grievance procedure or in arbitration.
  - d) Meet with supervisors or other management officials with respect to any matter related to wages, hours or working conditions, and other matters mutually agreed upon; or to prepare for such meetings.
2. Subject to the initial provisions of this Agreement with respect to paid time for such activities, the City agrees that duly designated officers and other representatives will be allowed reasonable time to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is, however, subject to the requirement that when any such designated Union officer or representative is representing an employee, he will request the permission of his/her immediate supervisor in reasonable advance of any meeting, advising the supervisor of his/her destination and when he 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 officer or representative will notify his/her supervisor. Upon arriving at the work place of the employee to be represented, the officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in reasonable advance of any meeting. To the maximum extent

possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the representative is not permitted to contact the employee at the immediate time of his/her arrival at the work place, the supervisor in charge will advise the officer or steward the reason why he cannot do so and the time when the employee will be available.

3. All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees.

C. Union Representatives

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

D. Bulletin Boards

The City shall provide bulletin board space for the use of the Union for the posting of notices concerning Union business.

**V. NON-DISCRIMINATION**

- A. The provisions of the MOU shall be applied equally to all employees, and the City and Union agree that they shall not unlawfully discriminate with respect to age, sex, marital status, race, color, ancestry, religious creed, medical condition, physical or mental disability, sexual orientation, national origin, political affiliation or any other basis protected by federal, state or local law or ordinance.
- B. In accordance with State law, the parties mutually recognize and agree to protect the rights of all employees to participate in Union activities or to refrain from such participation.

**VI. NO STRIKE**

- A. The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services.
- B. No employee of the City of Pasadena shall instigate, participate, afford leadership to a

strike against the City of Pasadena, or engage in any form of concerted action to withhold service from said City. Participation in any such strike or concerted action against the City shall constitute cause for discharge.

- C. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of the employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

## **VII. MODIFICATION CLAUSE**

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

## **VIII. SAVINGS CLAUSE**

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

## **IX. IMPASSE**

- A. Should the possibility of agreement between the representatives of the City and the recognized employee organization be exhausted, the parties agree to resolve the impasse dispute(s) in accordance with City impasse procedures.
- B. Additionally, the Union may request that the parties' differences be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).

## SECTION 2 - COMPENSATION

### **I. PAY FOR TIME WORKED**

#### **A. Classification Step Schedule**

1. The schedule of compensation rates for the classifications covered by this MOU are listed in Exhibit I and include the following increases:

- a) Effective November 8, 2021, base pay for all classifications will be increased by 2.25%.
- b) Effective November 8, 2021, base pay for Paramedics will be increased by an additional amount as follows:
  - 1. Firefighter Paramedic will be increased by an additional \$50 per month. This increase will be applied following the 2.25% base pay increase established in subsection a) above.
  - 2. Fire Engineer Paramedic and Fire Captain Paramedic will be increased by an additional \$150 per month. This increase will be applied following the 2.25% base pay increase established in subsection a) above.

#### **2. Work Schedules**

##### **a) Shift Employees**

1. Shift employees work an average of 56 hours per week. Shift employees receive overtime compensation as required by the Fair Labor Standards Act (FLSA) for the hours worked or regarded as having been worked as described below in Overtime Section F between the FLSA overtime threshold for the 24 day Section 7(k) work period (182 hours) of 24 days and their regular scheduled hours during that work period (192 hours). That overtime (the hours worked or regarded as having been worked as described below in Overtime Section F and of this Section between 182 and 192) is paid at .5 times their regular rate of pay since the employees receive the straight time portion of those hours as part of their regular compensation. Such overtime shall be reported to CalPERS as compensation earnable for retirement purposes per Title 2 Section 571(a)(5). Hours worked or regarded as having been worked as described below in Overtime Section F above 192 in the 24 day work period are paid at time and one half and are not reported to CalPERS as compensation earnable.

##### **b) 48/96 Work Schedule**

1. Duty time shall be 8 twenty-four (24) hour shifts during the 24 day FLSA work period established per Section 7(k) of the FLSA.

c) 4/10 Work Schedule

The Department will continue a 4/10 work schedule for employees assigned to a non-shift assignment subject to the following conditions:

1. The City shall have the right to end the schedule at any time during the term of this agreement, subject to the Union's right to meet and confer over the impact of such reversion.
2. Time off will be accrued at the same rate as in a normal 5/40 schedule (8 hours equals one day) and will be charged based on hours used, the exception would be bereavement at 10 hours a day.
3. The normal work day will commence at 7:00 a.m. and end at 6:00 p.m. with a one hour unpaid lunch period.
4. The Department may flex work schedules modifying the starting and stopping times by up to two hours; up to once a week per employee.
5. The schedule shall provide for five day (Monday through Friday) coverage. Employees shall work four consecutive days; with three consecutive days off.

- d) 40-Hour Employees - Effective July 22, 1985, the Classification Salary Step Schedule for all employees regularly assigned to work a 40-hour work week was increased 2.7% above that of shift employees, since 40-hour employees are not governed by the 7-K provision and do not receive premium pay for regularly scheduled hours of work.

## II. DUTY HOURS

- A. Duty schedules are defined as an employee's regularly assigned hours of the day and days per week.
- B. Duty time shall be 8 twenty-four (24) hour shifts during the 24 day FLSA work period established per Section 7(k) of the FLSA.
- D. Shift - One shift is 24 consecutive hours over a two-calendar day period from 7:00 a.m. on the first day to 7:00 a.m. the second day.
- E. Hourly rates for 56-hour positions are calculated based on taking the annual compensation for each unit member and dividing it by 2912 hours.
- F. Day - A day is defined as one half of a 24 hour shift.

- G. Should the City consider a change in the starting time of a shift from the current 7:00 a.m. starting time, the Union agrees to meet and confer with the City on the proposed change. The City agrees not to change the starting and ending time of a shift unless both parties mutually agree to the change.

### **III. OVERTIME**

- A. Recall Personnel – Employees recalled on a voluntary or mandatory basis shall be compensated at time and a half at the 56 hour per week rate for the time worked. No such personnel shall be called in for less than a four (4) hour work period.
- B. Basis for Recall - Employees recalled on a mandatory or voluntary basis to fill vacancies shall be called back on a rank for rank basis. Determination of rank shall be made by filling the vacancy which has precipitated the callback. The City will not cancel pre-scheduled acting assignments based upon this section.
- C. Court Appearance - A shift employee called in on a scheduled day off to be present in court in connection with the performance of his/her duties shall receive overtime compensation for actual hours worked with a two hour minimum, at the 40 hour per week time and one-half rate.
- D. Overtime in addition to premium rates shall not be paid for the same hours of work; and in no case will there be pyramiding or duplication of overtime pay or premium rates for identical time worked.
- E. Employees assigned to the Fire Investigator 40-hour position may accumulate compensatory time off to a maximum of 200 hours. However, only emergency call-in or other overtime mandated by the Fire Chief may be banked as compensatory time off and only at the discretion of the Fire Chief.
  - 1. Such compensatory time off shall be accrued at time and one-half for all overtime hours worked. An employee who wants to use such compensatory time off may do so by providing reasonable notice. Such requests will be granted as long as they are not unduly disruptive to operations of the department. All other overtime will be paid.
  - 2. All accrued but unused compensatory time will be cashed out at the employee's 40-hour rate upon reassignment to a 56-hour position.
- F. The use of paid leave shall count toward hours worked for the purpose of calculating overtime.

### **IV. ASSIGNMENT PAYS, SPECIAL EVENTS, AND PREMIUMS**

- A. Fire Staff Premium
  - 1. Unit members who are routinely and consistently assigned to perform administrative work on a 40-hour work schedule will receive a Fire Staff Premium in the amount of 10% of base pay.

2. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment Pay - Fire Staff Premium.

B. Fire Investigator Premium

1. Unit members who are routinely and consistently assigned to conduct arson investigations on a 40-hour work schedule will receive a Fire Investigator Premium in the amount of 10% of base pay.
2. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(4) Special Assignment Pay - Fire Investigator Premium.
3. Fire Staff and Fire Investigator premiums will be paid as flat biweekly pays in the amount of 10% of the employee's base (i.e. non-overtime) pay.

C. Effective November 8, 2021 the City will establish the 40-hour classifications of Firefighter Paramedic, Fire Engineer Paramedic, and Fire Captain Paramedic. The hourly rate of pay for all 40-hour paramedic classifications will be 2.5% higher than that of the corresponding 40-hour non-paramedic rank.

1. Employees in a 56-hour Paramedic classification who are assigned to a 40-hour administrative or arson investigation assignment will be placed into their equivalent Paramedic classification for the duration of the assignment and will receive the Administrative Staff or Fire Investigator premium.

D. EMT- Pay

1. Certification as an EMT is a condition of employment for all employees.
2. Effective July 10, 2017, EMT pay in the amount of 4% of base pay was incorporated into the base hourly rate of pay for all classifications and eliminated as a premium pay.

E. Paramedic Pay

1. Effective July 10, 2017, Paramedic Pay was incorporated into the base hourly rate of pay of each Paramedic classification and eliminated as a premium pay.
2. Certification as a Paramedic is a condition of employment for those employees who were hired after April 1, 2004 to be a Paramedic.
3. Paramedic assignments are based on Department needs may be revoked for cause. Accordingly, the Department reserves the right to remove an employee from a Paramedic classification for any bona fide operational reason, including unsatisfactory performance. To the extent required by Firefighters' Procedural Bill of Rights Act, the City will comply with the Act, prior to removal of an employee from the Paramedic classification.

F. Movie Detail

Employees will receive \$95 per hour when assigned to work a movie detail. The minimum payment shall be 4 hours at the straight time rate. If the event is canceled after noon of the day previous to the event, employees shall receive the 4 hour minimum.

G. Special Events

1. Compensation for special events (excluding Movie Details) will be at time and one half the employee's forty-hour rate of pay.
2. Forty-hour special event rates are calculated by taking base 56-hour annual compensation for each unit member and dividing it by 2080 hours.
3. Employees who receive a same day cancellation for a special event shall be paid a four hour minimum at the employee's straight time forty-hour rate.

H. Bilingual Pay

1. Employees assigned to shift work who pass the City's bilingual proficiency test will receive bilingual pay in the amount of \$140 per month.
2. Employees assigned to non-shift work who pass the City's bilingual proficiency test will receive bilingual pay in the amount of \$140 provided the employee is in regular contact with the public and subject to utilizing their bilingual skills. Temporary reassignments to non-public positions will not disqualify an otherwise qualified employee from receiving bilingual pay.
3. Bilingual pay will be paid as a flat biweekly amount.
4. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Pay – Bilingual Pay.

I. Education Pay

1. Employees holding an Associate of Arts degree from an accredited college shall receive an education incentive of \$225 per month.
2. Employees holding a Bachelor's degree from an accredited college or university shall receive an education incentive of \$425 per month.
3. Employees are eligible to receive one single education incentive pay for only the highest level of education for which they qualify.
4. Education incentive pay may not exceed \$225 per month for employees with an Associate's degree. Education incentive pay may not exceed \$425 per month for employees with a Bachelor's degree.



5. Education incentive pay will be paid as a flat biweekly amount.
6. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Incentive.

J. Urban Search And Rescue (USAR) Bonus

1. Employees who are on the USAR assignment shall receive a USAR bonus of \$225 per month. Employees must possess the necessary Class A driver's license and endorsement or the white card issued through the department's process to authorize them to operate a USAR vehicle pursuant to the department's policy. The USAR bonus shall be limited to 36 employees (12 per shift) at any one time.
2. It is understood that employees on the USAR assignment are required to meet regional task force criteria as established by Office of the Emergency Services.
3. USAR pay will be paid as a flat biweekly amount.

K. Lateral Incentive Pay

- a. Lateral Firefighter Paramedic recruits who are hired by the City on or after January 1, 2022 will receive a lump sum payment of \$2,500 upon successful completion of one month of work as a Pasadena Firefighter Paramedic, \$2,500 upon the successful completion of six months of work as a Pasadena Firefighter Paramedic and \$3,000 upon the successful completion of the probationary period.
- b. Lateral Firefighter Paramedic recruits will be hired at no less than step 4 of the salary scale. Under special circumstances, the Fire Chief may request that the City Manager approve the appointment of a Lateral Firefighter Paramedic above step 4. The City Manager has the sole discretion to approve or deny such request.
- c. Lateral Firefighters receive an initial bank of forty (40) hours of sick leave upon hire, and begin accruing sick leave as identified in the MOU, Section 3(III), Leaves of Absence, Sick Leave.

**SECTION 3 - LEAVES OF ABSENCE**

**I. VACATION**

- A. Effective the pay period that includes January 1, 2016 the following provisions related to vacation are applicable:
  1. Vacation Accrual and Maximum
    - a) Vacation for shift employees:

<b>Years of continuous service</b>	<b>Hours accrued per pay period</b>	<b>Annual Accrual</b>	<b>Vacation Maximum Accrual</b>
Six months of continuous service	2.79	72 hours	144 hours
1 year – completion of 5 years	5.54	144 hours	288 hours
6 <sup>th</sup> year	6.00	156 hours	312 hours
7 <sup>th</sup> year	6.46	168 hours	336 hours
8 <sup>th</sup> year	6.92	180 hours	360 hours
9 <sup>th</sup> year	7.38	192 hours	384 hours
10 <sup>th</sup> – 15 <sup>th</sup> year	7.85	204 hours	408 hours
16 <sup>th</sup> year	8.31	216 hours	432 hours
17 <sup>th</sup> year	8.77	228 hours	456 hours
18 <sup>th</sup> year	9.23	240 hours	480 hours
19 <sup>th</sup> year	9.69	252 hours	504 hours
20+ years	10.15	264 hours	528 hours

b) Vacation for Non-Shift employees:

<b>Years of continuous service</b>	<b>Hours accrued per pay period</b>	<b>Annual Accrual</b>	<b>Vacation Maximum Accrual</b>
Six months of continuous service	1.85	48 hours	96 hours
1 year – completion of 5 years	3.69	96 hours	192 hours
6 <sup>th</sup> year	4.00	104 hours	208 hours
7 <sup>th</sup> year	4.31	112 hours	224 hours
8 <sup>th</sup> year	4.62	120 hours	240 hours
9 <sup>th</sup> year	4.92	128 hours	256 hours
10 <sup>th</sup> – 15 <sup>th</sup> year	5.23	136 hours	272 hours
16 <sup>th</sup> year	5.54	144 hours	288 hours
17 <sup>th</sup> year	5.85	152 hours	304 hours
18 <sup>th</sup> year	6.15	160 hours	320 hours
19 <sup>th</sup> year	6.46	168 hours	336 hours
20+ years	6.77	176 hours	352 hours

2. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.
  - a) If a unit member reaches the maximum accrual while on 4850 leave, hours of accrual above the maximum will be paid as cash at the time they would have accrued.
3. Unit members who use a minimum of seventy-two hours of vacation during the calendar year, may (with approval of the Fire Chief) cash out up to seventy-two hours of vacation during a calendar year. After the vacation cash out, an employee

shall have an accrued vacation balance of at least seventy-two (72) hours.

- a) Employees may request to cash out a maximum of seventy-two hours during a calendar year; however, the requests can be for one payment or split into two separate payments during the following timeframes:
  - 1) Requests for vacation cash out submitted by December 31<sup>st</sup> will be paid with the second paycheck in January.
  - 2) Requests for cash out submitted by June 30<sup>th</sup> will be paid with the second paycheck in July.
  - 3) Cash outs are paid at the base hourly rate of pay.
4. Vacation approval is subject to the process identified in the Fire Department policy. For efficient administration of the department, should the City Manager determine that vacation leaves of absence cannot be scheduled, the City Manager may authorize pay in lieu of vacation or allow accumulation of vacation above the maximum accrual.
5. Vacation usage:
  - a) A total of 5 personnel shall normally be allowed to schedule vacation at any one time.
  - b) During the period from December 24<sup>th</sup> – January 2<sup>nd</sup>, a total of 4 personnel shall normally be allowed to schedule vacation at any one time.
  - c) Of the total numbers allowed off above, no more than 2 Captains and 2 Fire Engineers shall be allowed off
  - d) New employees will be allowed to use their annual vacation accrual during the first three years of employment. This may result in a negative accrual. Should the new employee separate from city service, any used but not yet accrued vacation will be deducted from his/her final paycheck.
6. Effective with vacation bidding for calendar year 2021, the vacation bid process will be modified as follows: In order for a member to secure approved time off on the fourth Thursday in November (Thanksgiving), December 24 (Christmas Eve), and/or December 25 (Christmas) another member within the same rank must volunteer to work the shift. If another member of the same rank does not volunteer to work the shift, the request for approved time off will be denied and the member will be responsible to work the shift as scheduled.
7. Vacation leave balances will be converted to the 40-hour accrual schedule at the time of assignment to a 40-hour position. Such conversion will be accomplished by dividing the employee's vacation balance by 1.5. Upon reassignment back to a 56-hour position, vacation will be converted back to the 56-hour accrual schedule.

Such conversion will be accomplished by multiplying the employee's vacation balance by 1.5.

8. Upon separation from employment, any accrued but unused vacation will be paid to the employee with the final paycheck at his/her base rate of pay.

## II. HOLIDAYS

- A. 40-Hour Shift Employees - The following days shall be observed as holidays for employees regularly assigned to work a 40-hour work week:

- January 1
- Third Monday in January
- February 12<sup>th</sup>
- Third Monday in February
- Last Monday in May
- July 4<sup>th</sup>
- First Monday in September
- November 11<sup>th</sup>.
- Fourth Thursday in November
- The day following the fourth Thursday in November
- December 25
- Any particular day in a given year so designated by the City Council

- B. If any of the foregoing holidays falls upon a Saturday, the preceding Friday is observed as the holiday. If any of the foregoing holidays falls upon a Sunday, the Monday following is observed as the holiday.

- C. The value of the holiday hours is equal to the value of the work hours on the designated holiday.

- D. Annually, unit members assigned on a permanent basis to a 40-hour schedule on January 1 will receive eight (8) floating holiday hours in his/her floating holiday bank with the first pay period in January. Upon reassignment to a 56 hour shift, all accrued but unused floating holiday hours will be paid out at the employee's 40-hour rate.

- E. 40-hour employees who are required by management to work on a designated holiday will receive pay for hours worked on the holiday at the time and one-half rate and will receive a credit to their floating holiday bank in an amount of hours equivalent to the number of hours worked on the holiday, up to a maximum of 10 hours.

- F. 24-Hour Shift Employees - The following days shall be designated as holidays for employees regularly assigned to work a 24-hour shift:

- January 1
- Third Monday in January
- February 12<sup>th</sup>
- Third Monday in February

- Last Monday in May
  - July 4<sup>th</sup>
  - First Monday in September
  - September 9<sup>th</sup>
  - The Monday or Friday closest to November 11<sup>th</sup>
  - Fourth Thursday in November
  - The day following the fourth Thursday in November
  - December 25
  - Any particular day in a given year so designated by the City Council
- G. Shift employees shall be paid twelve (12) hours of holiday in-lieu pay for each holiday as the holiday occurs. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(5) Holiday Pay.
- H. In addition to holiday in lieu pay, shift employees whose regularly scheduled shift falls on any portion of a designated holiday will receive 12 hours of pay at the half-time rate. Shift employees who work consecutive shifts spanning the entire holiday (24 hours) will receive 24 hours of pay at the half-time rate.

### III. 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 (child, parent, spouse, or registered domestic partner as defined by California Labor Code Section 233) who is ill/injured and needs care as permitted by that law.
- B. Every employee who is unable to report to work for his/her scheduled shift shall, in addition to reporting absences on Telestaff, call or have someone call and speak to the Battalion Chief or leave a message before 10:00 p.m. the night before the absence or between 0530 and 0630 hours to report the absence.
- C. The Fire Chief has the authority to approve sick leave for unit members.
- D. Unit members requesting to use sick leave for more than forty-eight (48) hours shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee or family member, and presented to the employees' supervisor before returning to work.
- 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 that verifies that leave for injury or illness in excess of three days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Fire Chief.
- F. Sick Leave Accrual
1. Unit members assigned to a 40-hour work schedule accrue eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.

2. 24-hour shift employees accrue one hundred forty-four (144) hours of sick leave per year (5.54 hours per pay period) up to a maximum of 2912.
3. Sick leave balances will be converted to the 40-hour accrual schedule at the time of assignment to a 40-hour position. Such conversion will be accomplished by dividing the employee's sick leave balance by 1.8. Upon reassignment back to a 56-hour position, sick leave will be converted back to the 56-hour accrual schedule. Such conversion will be accomplished by multiplying the employee's sick leave balance by 1.8.
4. Unit members who retire from the City may convert their accrued and unused sick leave to service credit.
5. Unit members may use accrued sick leave for family sick leave purposes.
6. New employees will be allowed to use annual sick leave accrual during the first year of employment. This may result in a negative accrual. Should the new employee separate from city service, any used but not yet accrued sick leave will be deducted from the employee's final paycheck.

#### **IV. WORKERS' COMPENSATION LEAVE**

Workers' compensation benefits shall be granted as provided by law including but not limited to Labor Code section 4850.

#### **V. MILITARY LEAVE**

Military leave of absence shall be granted as provided by law.

#### **VI. BEREAVEMENT LEAVE**

- A. Unit members may use up to three days of bereavement leave due to the death of an immediate family member (spouse, registered domestic partner, child, step- child, parent, parent of spouse/registered domestic partner, grandparent, brother or sister).
- B. Bereavement Leave is provided as follows:
  1. 48 hours for shift employees.
  2. 30 hours for employees working the 4/10 schedule.
- C. Under special circumstances, the Fire Chief may authorize bereavement leave for the death of an individual not specified as an employee's immediate family member.

#### **VII. PERSONAL LEAVE**

An employee may request an unpaid leave of absence for personal reasons. Such leaves of absence must be approved by the Fire Chief and the City Manager.

#### **VIII. JURY DUTY LEAVE**

- A. If a unit member is required to be absent from work to report for jury duty, the employee will notify their 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.
  
- B. In the event an employee is called to jury duty, the City shall grant paid leave up to a maximum of ten (10) court days. The City reserves the right to convert an employee to a day shift schedule during the employee's jury duty.

**SECTION 4 - BENEFITS**

**I. INSURANCE**

A. Life Insurance

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

B. Dental Care Program

The City will contribute 100% of the employee-only premiums for a PPO dental care program as provided by the City. For employees who cover one or more dependents, the City shall contribute up to an additional \$85.40 per month above the employee only premium. In no case shall an employee receive more than the amount of the premium for the dental plan he/she is enrolled in.

C. Health Insurance/Employee Option Benefit Fund

1. 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 EOBF allowance.
2. The Employee Option Benefit Fund (EOBF) allowance is used to offset health premium costs and includes the PEMHCA minimum.
3. The 2021 EOBF monthly allowance (including the PEMHCA minimum) for employees enrolled in a medical plan offered through the City is:

<b>Tier</b>	<b>Hired by the City prior to July 1, 2014</b>	<b>Hired by the City on or After July 1, 2014</b>
Employee Only	\$1,343.57	\$669.84
Employee + 1	\$1,343.57	\$1,339.68
Employee + 2	\$1,741.58	\$1,741.58

The 2022 EOBF monthly allowance (including the PEMHCA minimum) for employees enrolled in a medical plan offered through the City is:

<b>Tier</b>	<b>Hired by the City prior to July 1, 2014</b>	<b>Hired by the City on or After July 1, 2014</b>
Employee Only	\$1,343.57	\$719.78
Employee + 1	\$1,439.56	\$1,439.56
Employee + 2	\$1,871.43	\$1,871.43

4. New employees hired by the City on or after July 1, 2014, will receive an EOBF allowance (including the statutory minimum) that equals the premium of Blue Shield Access+ or Kaiser (Region 3), whichever is lower for the tier in



which they enroll (i.e. employee only, employee+1, employee+2).

5. Increases to each tier (employee only, EE+1, EE+2) will only occur when the lower of the premium for the CalPERS Region 3 for Blue Shield Access+ or Kaiser exceeds the current allowance. The allowance in each tier will equal the lower of the Region 3 Blue Shield Access+ or Kaiser premium but shall not be lowered below the 2014 allowance. The allowance includes the PEMHCA minimum.
6. EOBFF Opt-Out Allowance: Employees who elect to opt out of medical coverage offered by the City because they have provided proof of other group medical coverage will receive an EOBFF opt out allowance as listed below.

The EOBFF opt-out allowance shall be designated to the employee's deferred compensation account.

<b>EOBFF Opt-Out Allowance</b>	
Employees Hired Prior to July 1, 2014	\$1,228.57
Employees Hired on or After July 1, 2014	\$400

## **II. UNIFORMS**

- A. Considering the requirements of Cal OSHA and the desire of the Fire Department to meet those requirements, the following uniform standards have been implemented: New employees will purchase the initial uniforms as prescribed in the Manual, consisting of three pairs of pants, three shirts, and safety shoes. Thereafter, the City will replace said uniforms and safety shoes as a result of normal wear and tear.
- B. The Union agrees that the City will not provide a uniform allowance and the Union members will be responsible for proper maintenance and care of said uniforms.
- C. In accordance with PERS regulations, the City will report a uniform value of \$750.00 per year to PERS for compensation purposes for each employee who is provided a City uniform.
- D. The parties agree that to the extent permitted by law, this remuneration is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) Statutory Items – Uniforms. “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.

## **III. TUITION REIMBURSEMENT**

- A. Employees who have successfully completed job related courses from an accredited college or university shall be eligible to receive tuition reimbursement not to exceed \$900 per fiscal year in accordance with the provisions established in Tuition Reimbursement Policy found in the City’s Manual of Personnel and Administrative Rules. Upon presentation of receipts and grade cards/verification of successful completion with a grade of a C or better or with a passing rating in a pass/fail course, 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. The aforementioned tuition reimbursement amount

will not be decreased by the amount the City spends for employees to participate in Department and/or City ordered training.

#### **IV. RETIREMENT**

- A. Retirement benefits shall be provided pursuant to the City of Pasadena's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with the Public Employees' Retirement Law and CalPERS regulations.
- B. Unit members employed by the City of Pasadena on or before December 31, 2012 and unit members hired on or after January 1, 2013 who are not "new members" as defined in California Government Code Section 7522.04(f) are provided the following retirement benefits:
  - 1. Safety 3% @ 55 retirement formula (Section 21363.1)
  - 2. Final Compensation Period – One Year (Section 20042)
  - 3. Employees contribute 12% of pensionable income towards retirement. The twelve percent (12%) employee contribution is 9% member and 3% cost sharing (per Government Code Section 20516(f)). The nine percent (9%) member contribution is deducted on a pre-tax basis.
  - 4. Effective on or before January 1, 2018, the three percent (3%) cost-sharing will be deducted on a pre-tax basis.
- D. 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. Safety 2.7% @ 57 retirement formula
  - 2. Final Compensation Period – Final compensation based upon the highest annual average compensation earnable during the 36 consecutive months of employment immediately preceding the effective date of his or her retirement or any other period designated by the retiring employee.
  - 3. Unit members contribute one-half of the total normal cost toward retirement as established by CalPERS.
- E. 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. Post-Retirement Survivor Allowance (Section 21624/26/28)

5. Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635)
6. \$500 Retired Death Benefit (Section 21620)
7. 2% Annual Cost of Living Allowance Increase (Section 21329)
8. Unused Sick Leave Credit (Section 20965)
9. Military Buy Back Option (Section 21024)

**V. POST-RETIREMENT MEDICAL TRUST FUND**

1. An amount equal to three percent (3%) of base (i.e. non-overtime) pay shall be provided on a pre-tax basis on all bargaining unit members to the post-retirement medical trust fund designated by the PFFA.
2. PFFA shall be solely responsible for maintaining and allocating funds from the post-retirement medical trust fund. PFFA shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this trust fund.

**VI. MILEAGE REIMBURSEMENT**

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 IRS for unreimbursed employee business expenses for the applicable calendar year.

**VII. PARENTAL LEAVE**

- A. The City will provide an unpaid leave of absence for up to six months, or a combination of unpaid leave for a maximum of six months combined with a reduced work week schedule of at least 20 hours or more per week for 40 hour employees (28 hours for shift employees). The total combination of unpaid leave plus the reduced work week schedule shall not exceed a total of nine months.
- B. In addition, while the employee under this policy is on an unpaid leave of absence or reduced work week schedule, the City will continue providing health and dental contributions to the employee as if the employee is on a regular full time paid status.
- C. The leave provided for in this section will run concurrently with California Pregnancy Disability Leave, California Family Rights Act leave, and/or Federal Family and Medical Care Leave to the extent such leave is covered by one or more of these laws.

## SECTION 5 - POLICIES AND PROCEDURES

### I. PAYROLL

#### A. Step Raises

The salary compensation plan for Fire Fighter and Fire Fighter Paramedic shall consist of a seven-step plan.

1. Employees hired or promoted to Fire Fighter or Fire Fighter Paramedic classification shall be considered for salary step advancement based on satisfactory job performance at the following time intervals:
  - Step 1 - Upon successful completion of basic training
  - Step 2 - Six months after the Step 1 increase
  - Step 3 - Six months after the Step 2 increase and successful completion of probation
  - Step 4 - Six months after the Step 3 increase
  - Step 5 - Six months after the Step 4 increase
  - Step 6 - One year after the Step 5 increase
  - Step 7 - One year after the Step 6 increase
  
2. Employees hired or promoted to Step 1 of the classification of Fire Engineer, Fire Engineer Paramedic, Fire Captain, or Fire Captain Paramedic shall receive the step 2 salary at the successful completion of six months. Increases to the Step 3, 4 and 5 levels shall be based on satisfactory job performance by the individual and shall be reviewed at least at the following time intervals:
  - 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
  
3. When an employee is promoted to a higher level classification they shall be placed on the step of the salary range of the higher level classification which provides a salary increase that is higher than the salary of the highest paid subordinate.
  
4. Notwithstanding anything in this section, the City Manager may approve appointment at a higher step within the compensation schedules.

#### B. Temporary Assignment

1. Employees may be temporarily assigned to perform the duties of a higher classification without additional compensation for up to four (4) hours.
  
2. When an employee is assigned on a temporary basis to the duties of a higher classification for four (4) hours or more, and such employee assumes the full duties and responsibilities of the higher classification, the employee shall

receive additional compensation as follows, not to exceed the existing top step:

Temporary Assignment to:

Fire Captain - \$2.00 per hour

Fire Engineer - \$2.00 per hour

After working 4 hours or more in the higher classification, pay will be calculated back to the start time of the acting assignment

3. When there is a current eligibility list, an employee will be selected from that list whenever possible.
4. The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(3) Premium Pay – Temporary Upgrade Pay.
5. No more than one (1) employee on any one shift shall be assigned to work as acting Captain; no more than one (1) employee on any one shift shall be assigned to work as an acting Engineer. Acting Captains and acting Engineers shall not work together.

C. Payroll Deductions And Dues

The City will deduct the regular dues of employee member of the Union. Dues shall be made only on the written authorization of the employee, and shall continue in effect unless canceled by the employee upon voluntary written notice to the Human Resources Department.

**II. DISCIPLINE**

- A. The City shall have the right to discipline and discharge employees for cause. Disciplinary actions 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. Work assignment will not be used as a disciplinary action.
- B. Disciplinary procedures will be in accordance with State law and the employee and the Union will be notified of the proposed action in writing and informed of his/her rights to representation and grievance. The employee may request that the Union not be so notified.

**III. PROBATION**

- A. The entry level probationary period is part of the employment examination process which includes meeting the basic job qualification and performance standards. It is the basis for determining the eligibility of an employee for regular status in a classification. A probationary employee is subject to the evaluation of the appointing authority as to competence and fitness and may be released from probation without right of appeal for failure to successfully complete the work test period.

- B. The City shall have the right to discipline probationary employees for reasonable cause. Probationary employees shall not be disciplined up to and including termination for reasons which are arbitrary, capricious or discriminatory. The probationary employee shall receive a notice of the action or proposed action, the reasons for such action, and an opportunity to respond within five calendar days in writing and/or in person to the Fire Chief.
- C. Unit members shall serve an initial probation period of twelve months. Lateral members shall serve a probationary period of twelve months.
- D. An employee who is promoted from a classification to another classification with a higher salary schedule shall serve a promotional probation period of twelve months. Employees who are unable to satisfactorily perform the duties of a promotional position during the probationary period shall be returned to the classification from which promoted.

#### **IV. RULES**

The City (and the Fire Department) will have the right to issue reasonable rules and/or regulations which do not conflict with the express terms of this MOU. Such rules will be discussed with and submitted to the Union prior to adoption. Such rules will be posted in conspicuous places and made accessible to employees prior to implementation.

#### **V. STATION EXPENSES**

- A. The City will provide six (6) sheets and three (3) pillow cases to current employees in the classifications listed in Exhibit I. Employees will be responsible for the maintenance and care of their own linen. The City will replace said linens as a result of normal wear and tear.
- B. The City will provide an appropriate supply of dish towels to employees, and install and maintain one each, washer and dryer at one fire station for the purposes of laundering the supply of dish towels for each fire station.

#### **VI. JOB CLASSIFICATIONS**

Effective July 10, 2017, the classifications of Firefighter Paramedic, Engineer Paramedic and Captain Paramedic were established. Should the City consider future changes in the content of existing job classifications, or in establishing new job classifications, the City will discuss such changes with the Union prior to implementation of such change and will meet and confer on the impact that the change will have on wages, hours or conditions of employment.

#### **VII. GRIEVANCE**

- A. Definition
  - 1. Grievance - A dispute between an employee or employees and the employer regarding an interpretation or application of the Employer Employee Labor Relations Resolution, this MOU, or of the rules and conditions of employment.

2. Employee - A bargaining unit member who has initiated a grievance.

B. Guidelines

1. An employee may file a grievance without jeopardizing the employee's employment. A grievance shall not be filed to establish new rules and regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
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
3. 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 the 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.
4. A grievance may be initiated only by the employee concerned, except as otherwise provided herein.
5. 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.
6. 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.
7. This is the sole and exclusive method for resolving grievances.

C. Grievance Procedure

1. Step 1

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

## 2. Step 2

- a) If the employee desires to appeal his/her grievance to Step 2, there shall be submitted in writing the specific grievance and areas of disagreement, on forms provided, to the Fire Chief, within eight (8) calendar days following receipt of the immediate supervisor's decision at Step 1. If the employee has elected to be represented, assistance by the representative can be utilized in appealing the grievance.
- b) The written grievance must contain a complete statement of the complaint, the facts upon which it is based, the employee's reasons for the appeal, and the remedy being requested. The grievance form shall be signed and dated by the employee.
- c) The Fire Chief and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee and appropriate representative. A decision, in writing, shall be given to the employee within 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, upon indicating areas of specific disagreement, appeal of the grievance may be made. Except, oral warnings are not subject to appeal beyond the Step 2 level.

## 3. Step 3 (Advisory Arbitration)

- a) If the grievance has been properly processed and is not satisfactorily resolved



at Step 2, the employee may appeal the grievance to Step 3. The appeal shall be in writing; shall be signed by the employee, and shall be submitted to the City 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 ten (10) calendar days after receiving the notice of appeal a grievance to Step 3 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 five (5) calendar days following the preparation of the issue(s) statement, the parties shall request the American Arbitration Association to submit to a list of seven (7) persons qualified to act as arbitrators. Attached to such request shall be the statement(s) of the issue.
- e) Within five (5) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrator.
- f) The arbitrator shall hold a hearing on the issue, or issues submitted. The arbitrator shall not hear witnesses without the presence of both parties. He shall render a written opinion within 30 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 Municipal Employee Relations Officer (City Manager), with a copy to the employee.
- g) Within fifteen (15) calendar days following receipt of the advisory opinion, the Municipal Employee Relations Officer shall advise the employee by letter whether or not he intends to take any further action regarding the issue, or issues, referred to in the arbitrator's advisory opinion. A copy of the Municipal Employee Relations Officer's letter will be sent to the employee and union organization involved, if any.
- h) Each of the parties involved shall contribute equally to the cost of facilities, fees and expense of the arbitrator, including transcripts required which shall be determined in advance of the hearing. Each party shall bear its own witness and attorney fees.
- i) There shall be no arbitration of oral reprimands. The decision at Step II shall be the final administrative step.

## VIII. LAYOFF

### A. Definition

Layoff is defined as any involuntary separation wherein management eliminates a job

without prejudice to the incumbent.

B. Procedure

1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition.
2. Within the bargaining unit, individuals will be laid off based upon seniority.
  - a) Seniority is defined, for purposes of layoff, by the employee's continuous service employment date.
3. The layoff priority of employment categories shall be as follows:
  - a) Temporary or provisional employees
  - b) Probationary, regular full-time employees
  - c) Permanent, regular, full-time employees (for purposes of this policy, employees who work 30 hours per week or more based on a 40-hour work schedule are defined as "full-time")
4. When a reduction in staff is anticipated, the City shall notify the affected employee and the Union as soon as possible in order that appropriate procedures may be initiated.
5. Employees who are laid off shall be placed upon a Fire Department recall list. All vacancies within a job classification on for which the employee is qualified shall be filled from the recall list prior to using the regular eligible or rehire lists.
6. Employees, to avoid layoff, may accept a transfer to another City position if qualified.

7. 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.
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 a seniority basis when opening occur in the Fire Department, 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 cannot be placed, and must be laid off, shall have their names placed on a recall 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 recall rights for a period of 24 months and be eligible for any vacancies which may occur during this period in the Fire Department, provided that the employee is able to perform the duties of the job.
11. Those employees holding a classification in this unit as of January 23, 1984 who must be laid off shall receive a severance pay benefit based on the considerations:
  - a) Severance pay shall be at the rate of 70 percent of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments. Severance pay will be reduced by the amount of unemployment compensation, if any, received by the employee so that the total payment does not exceed 70 percent of monthly salary.
  - b) Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.

- c) Employee must have completed at least one year of service before being entitled to this severance pay.
- d) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoff.
- e) Health insurance contributions shall be continued for those laid off employees for the time they are eligible for severance pay pursuant to this section.
- f) 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 state 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 and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
  - 4) Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin 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 or sick leave which has not been previously claimed.

- g) In the event of death of an employee while receiving severance pay, such payment shall cease.
  - h) 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 lose any remaining severance pay entitlement and will be removed from the reemployment list.
  - i) Severance benefit payments shall cease when the laid-off employee returns to work with the City, or obtains another full- time position.
  - j) Provisions of this section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to secure continued financing of projects supported by other agencies such as federal funded programs.
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. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
14. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.
15. 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.
16. Recall List: The Human Resource Department will automatically establish a recall list for a period 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.

## **IX. TEMPORARY FIRE FIGHTER**

- A. At the discretion of the Fire Chief, a Fire Fighter (including Fire Fighter Paramedic) may be hired on a temporary basis to supplement the work force. A temporary Fire Fighter shall not replace the position of a full-time regular employee. A temporary Fire Fighter shall be utilized within the terms of the following mandatory guidelines:
1. Shall supplement the work force in response to absence caused by vacation, or a long term injury on duty, or sick leave.
  2. Shall only be utilized as a fourth or fifth person on a company, and shall be under direct supervision.
  3. Shall be limited to a maximum of two temporary Fire Fighters per 24-hour duty shift.
  4. The number of shifts that temporary Fire Fighters may be utilized shall not exceed 500 per fiscal year.

## **X. PHYSICAL FITNESS**

Employees in this bargaining unit will be required to participate in the physical fitness/wellness program. In accordance with existing Fire Department policies and guidelines on physical fitness and consistent with operational priorities as determined by management, employees will be provided adequate time to participate in its physical fitness program.

## **XI. ALCOHOL AND SUBSTANCE ABUSE PREVENTION**

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

- C. It is the responsibility of the employee to notify their supervisor before beginning work when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.
- D. The parties agree to take all necessary steps to fulfill these responsibilities and minimize potential dangers.
- E. The City of Pasadena has established an Employee Assistance Program to assist those employees who voluntarily seek help for alcohol or drug problems. Employees who have job performance problems related to alcohol or drug abuse may also be referred to the Employee Assistance Program by the department administration.
- F. The parties to the MOU hereby adopt and support the Drug and Alcohol Prevention Policy attached to this MOU as Exhibit IV.

**XII. TRANSPORTATION DEMAND MANAGEMENT PROGRAM - PRIDESHARE**

Unit members must participate in the PrideShare program as currently identified in the City's Manual of Personnel and Administrative Rules. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Shift employees will pay one-half of the solo driver fee (8.75 per pay period). Non-solo drivers have benefits provided per the policy.

**XIII. LIGHT DUTY**

- A. At the direction of the Department, a limited number of temporary light duty positions may be identified. Light duty assignments may occur outside the Division which the employee was injured and may involve a change of work hours and/or days off.
- B. Employees injured on duty may be assigned light duty positions by the Department. Employee's injured off duty may request assignment to light duty positions. Requests involving off-duty injury may be approved by the Department, in its discretion. On-duty injuries shall take precedence, however.
- C. Light duty assignments shall be limited to ninety (90) calendar days unless a longer period of time is approved by the Fire Chief. Unless approved by the Fire Chief, no employee shall be assigned to light duty when the initial medical evaluation indicates that the employee shall be off-duty for more than ninety (90) days.

**XIV. STATION BID SYSTEM**

The City and PFFA agree to establish a joint labor-management committee to identify procedures of a station bid system and implement a pilot program with an effective date to be determined. The labor-management committee will begin meeting in December 2021.


**SIGNATURE PAGE**

The parties hereto have caused their duly-authorized representatives to execute this Memorandum of Understanding effective November 8, 2021.


CITY OF PASADENA

PASADENA FIRE FIGHTERS  
ASSOCIATION, LOCAL 809

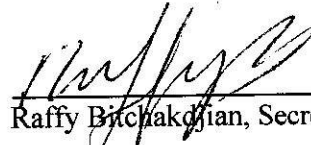
\_\_\_\_\_  
Steve Mermell, City Manager

  
\_\_\_\_\_  
Sean Timoney, President-PFFA

\_\_\_\_\_  
Jennifer Curtis, Director of Human Resources

  
\_\_\_\_\_  
Benjamin Sullivan, 1st Vice President-PFFA

\_\_\_\_\_  
Alex Souto, Human Resources Manager

  
\_\_\_\_\_  
Raffy Bitchakojian, Secretary/Treasurer-PFFA

\_\_\_\_\_  
Michael Paliwoda, Senior HR Analyst



56-hour Rates							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Captain	Hourly \$ 38,5466	\$ 40,8873	\$ 43,3171	\$ 45,6871	\$ 48,1464		
	Annual \$ 112,248	\$ 119,064	\$ 126,139	\$ 133,041	\$ 140,202		
Fire Captain Paramedic	Hourly \$ 43,4540	\$ 45,7945	\$ 48,2242	\$ 50,5944	\$ 53,0536		
	Annual \$ 126,538	\$ 133,354	\$ 140,429	\$ 147,331	\$ 154,492		
Fire Engineer	Hourly \$ 32,6288	\$ 34,6874	\$ 36,8194	\$ 38,7752	\$ 40,8338		
	Annual \$ 95,015	\$ 101,010	\$ 107,218	\$ 112,913	\$ 118,908		
Fire Engineer Paramedic	Hourly \$ 37,5360	\$ 39,5946	\$ 41,7266	\$ 43,6824	\$ 45,7410		
	Annual \$ 109,305	\$ 115,299	\$ 121,508	\$ 127,203	\$ 133,198		
Firefighter	Hourly \$ 22,5507	\$ 24,4204	\$ 28,2907	\$ 30,7298	\$ 32,5263	\$ 34,3520	\$ 36,1192
	Annual \$ 65,668	\$ 71,112	\$ 82,383	\$ 89,485	\$ 94,717	\$ 100,033	\$ 105,179
Firefighter Paramedic	Hourly \$ 27,4714	\$ 29,3409	\$ 33,2113	\$ 35,6503	\$ 37,4469	\$ 39,2725	\$ 41,0398
	Annual \$ 79,997	\$ 85,441	\$ 96,711	\$ 103,814	\$ 109,045	\$ 114,361	\$ 119,508

40-hour Rates							
Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Captain	Hourly \$ 55,3437	\$ 58,8757	\$ 62,3353	\$ 65,7639	\$ 69,2442		
	Annual \$ 115,115	\$ 122,462	\$ 129,657	\$ 136,789	\$ 144,028		
Fire Captain Paramedic	Hourly \$ 56,7273	\$ 60,3476	\$ 63,8936	\$ 67,4080	\$ 70,9754		
	Annual \$ 117,993	\$ 125,523	\$ 132,899	\$ 140,209	\$ 147,629		
Fire Engineer	Hourly \$ 46,9477	\$ 49,9013	\$ 52,8962	\$ 55,8291	\$ 58,6691		
	Annual \$ 97,651	\$ 103,795	\$ 110,024	\$ 116,125	\$ 122,032		
Fire Engineer Paramedic	Hourly \$ 48,1214	\$ 51,1488	\$ 54,2187	\$ 57,2249	\$ 60,1359		
	Annual \$ 100,093	\$ 106,389	\$ 112,775	\$ 119,028	\$ 125,083		
Firefighter	Hourly \$ 32,4792	\$ 35,0507	\$ 40,7100	\$ 44,2729	\$ 46,8444	\$ 49,2920	\$ 51,9564
	Annual \$ 67,557	\$ 72,906	\$ 84,677	\$ 92,088	\$ 97,436	\$ 102,527	\$ 108,069
Firefighter Paramedic	Hourly \$ 33,2912	\$ 35,9270	\$ 41,7278	\$ 45,3797	\$ 48,0155	\$ 50,5243	\$ 53,2553
	Annual \$ 69,246	\$ 74,728	\$ 86,794	\$ 94,390	\$ 99,872	\$ 105,091	\$ 110,771

## EXHIBIT II – SALARY SURVEYS

### **A. Purpose**

The parties agree that historically they have conducted compensation surveys in which represented classifications have been evaluated to determine competitiveness in the market. The City and PFFA agree to continue utilizing total compensation labor market salary surveys as a guide for determining wage increases during contract negotiations. The goal of the parties will remain that the future compensation of represented employees will be competitive in the market.

### **B. Survey Agencies**

The City and PFFA agree to use only the following survey agencies for the purposes of determining labor market standing on total compensation during future contract negotiations.

1. Anaheim
2. Arcadia
3. Burbank
4. Culver City
5. Glendale
6. City of Los Angeles
7. County of Los Angeles
8. Long Beach
9. Torrance
10. West Covina

### **C. Total Compensation Components**

The City and PFFA agree to use only the following compensation components for the purpose of determining labor market standing for represented classifications. Total compensation will be calculated as the sum of the total compensation components.

1. Top Step Base Salary
2. Paramedic Pay or Out of Rank Paramedic Pay
3. EMT Pay
4. Education Incentive – Bachelor’s Degree
5. Educational Certificate Pay – Highest Level
6. Longevity Pay at 15 years of Service
7. Employee-Paid Employer PERS Contribution
8. Employer-Paid Member (Employee) PERS Contribution
9. Holiday Pay
10. Uniform Allowance
11. Employer Paid Medical (family level)
12. Employer Paid Dental (family level)

## **EXHIBIT III - DRUG AND ALCOHOL POLICY**

### **CITY OF PASADENA AND PASADENA FIRE FIGHTERS ASSOCIATION, LOCAL 809**

#### **Article 1**

##### **Purpose**

It is the purpose of this policy to ensure that unit members who perform their job do so free of the effect of alcohol or any substances (whether illegal or not), maintain a drug free work environment, to eliminate substance abuse and its effects in the workplace and to ensure that all employees are able to perform their duties safely and efficiently in the interests of the public, the City, their fellow employees and their own interests as well.

##### **Policy**

Local 809 and the City recognize that drug or alcohol use in the workplace is a serious problem which can jeopardize employee safety, morale and productivity, and/or service to the public. The parties further recognized the importance of a safe, healthy and productive work environment and the need to eliminate any substance abuse in the workplace. The City and the Local 809 agree that employees who use or possess illicit drugs or alcohol on the job have committed a violation of this policy. The City and the Local 809 recognize that employees have a right to personal privacy and confidentiality as long as their conduct does not affect their ability to fulfill their duties to the employer. The goals of this policy are to prevent drug and alcohol use and impairment on the job and to encourage voluntary treatment and rehabilitation of those employees who acknowledge having a drug or alcohol problem that affects their ability to fulfill their employment duties. The City is supportive of those who seek help voluntarily and may authorize the use of earned sick leave, vacation or leave of absence. The City will be equally committed in identifying and disciplining those who continue to be substance abusers and do not seek help.

##### **Application**

This policy agreement applies to all employees holding classifications represented by Local 809 and pertains to alcohol, and to all substances, drugs or medications, legal and illegal, that could impair an employee's ability to effectively and safely perform the functions of the job. All testing pursuant to this agreement will be based solely upon "reasonable suspicion".

## Article 2

### **Notice and Education**

- A. All bargaining unit employees shall be provided with a copy of this agreement. Newly-hired employees represented by this association shall be given a copy of this agreement upon hire. Supervisors shall be familiar with the provisions of the agreement and shall be available to respond to questions. The City shall periodically disseminate educational materials regarding drug and alcohol use and abuse to all management as well as represented employees.
- B. All employees including management and supervisory personnel shall be trained, with periodic updating, to correctly identify symptoms of being under the influence of drugs and alcohol. Training shall include observation, documentation and reporting procedures and methods to identify workplace substance abuse. Any supervisor who has not received appropriate training shall be deemed incapable of having "reasonable suspicion" under this agreement unless such reasonable suspicion is consistent with the criteria outlined in Article 4 - C.

## Article 3

### **Prohibited Conduct and Employee Obligations**

- A. No employee shall possess or use any illegal substance or drugs while on duty.
- B. While on duty, no employee shall bring onto City property or have in his or her possession or ingest any alcoholic beverage, controlled substance or drug, illicit or legal, unless such employee has lawfully been prescribed the controlled substance by his or her physician.
- C. Employees shall not present themselves for duty while under the influence of drugs or alcohol.
- D. The employee shall notify their supervisor of the effects or possible effects of medications or drugs, prescription, which may interfere with the safe and effective performance of equipment. The employee is not required to disclose the name of the drug or the reason for which the drug was prescribed.
- E. Employees must provide, within a reasonable period of time, bona fide verification of a valid prescription for any potentially impairing drug or medication identified when a drug screen and confirming (Gas Chromatography- Mass Spectrometry) test is positive.

## Article 4

### **Reasonable Suspicion**

- A. The City may require an employee to submit to a medical evaluation or a drug screen only where it has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, and where the specific procedures provided below are followed. If the City representatives determine that there is a need to interview the employee for whom reasonable suspicion is suspected, the employee will have the right to secure a representative if available within one hour (prior to be actually tested) in accordance with his/her rights under the Firefighters Bill of Rights Act.
  
- B. Random, mass or individually scheduled testing of employees for drug or alcohol, which is not based on reasonable suspicion and not performed pursuant to the specific procedures described below, is prohibited by this article of the collective bargaining agreement.
  
- C. Reports of drug use or aberrant behavior which are not confirmed by specific observations as provided below shall not constitute reasonable suspicion.
  
- D. "Reasonable suspicion" exists only when all of the following elements are present:
  - 1. An employee observes another employee exhibiting aberrant or bizarre behavior, inability to do their job, using an illegal substance at the worksite, possessing drugs or alcohol at the worksite or other signs or symptoms of being under the influence;
  - 2. The employee's behavior or symptoms are observed and confirmed by a supervisor;
  - 3. The symptoms and/or behavior are of the type recognized and accepted by medical science as being under the influence caused by alcohol or controlled substances; and
  - 4. In determining if reasonable suspicion exists the supervisor shall consider other factors (such as, but not limited to, fatigue, lack of sleep, side effects of prescription and/or over the counter medications, reactions to noxious fumes or smoke, etc.) which may explain the behavior of the employee.
  - 5. "Reasonable suspicion" is a clear indication based on objective facts and personal observation of at least two employees, both who must be a supervisor, 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 safely, effectively

and efficiently is impaired. For example, any combination of any of the following may constitute reasonable suspicion:

- a) Slurred speech;
  - b) Odor of an alcoholic beverage on breath;
  - c) Unusual, anti-social behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority;
  - d) Unsteady walking and movement;
  - e) An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use of drugs or alcohol;
  - f) Patterns of physical altercation;
  - g) Unusual behavior where the cause may be symptomatic of suspected use of drugs or alcohol;
  - h) Possession of alcohol or drugs unrelated to job responsibilities;
  - i) Information obtained from a reliable person with personal knowledge. The supervisor shall verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
- E. The involvement of an employee in an accident or on-the-job injury shall not, standing alone, constitute the reasonable suspicion required by this agreement.
- F. Each supervisor, employee or other witness who observes on-duty conduct tending to establish reasonable suspicion will document in writing the specific symptoms or behaviors observed at the time of the observation. The supervisor must record the date, time and location of their observations.
- G. When a bargaining unit employee has reasonable suspicion that a management or other non-bargaining unit employee may be under the influence or impaired while on duty, the bargaining unit employee or employees may report that suspicion to the next level supervisor (up to and including the Department Head) who is then under an obligation to investigate.

#### Article 5

- A. If a supervisor or manager has reasonable suspicion that the employee is under the influence or impaired by a substance, he/she is required to document the reasonable suspicion in writing and then request that another supervisor or manager observe the employee to determine whether the other manager or supervisor can verify if the reasonable suspicion indicators are present or not. If they are not, the employee may not be subjected to testing. If there is confirmation of the reasonable suspicion indicators after observing the employee, the manager or supervisor may order the employee to undergo drug and/or alcohol testing.

- B. If the test results for a controlled substance and/or alcohol are positive, the employee will be subject to disciplinary action which may result in discharge.
- C. After careful review of the employee's record, with the approval of the Fire Chief, the employee may elect to enter a drug/alcohol rehabilitation program. If the employee fails to complete the rehabilitation program the City may initiate disciplinary action up to and including discharge. If returned to his or her former position and will be subject to random testing.
- D. If the employee meets the criteria for reasonable suspicion and refuses to comply with an appropriate order to submit to drug testing the employee must be advised that such refusal constitutes insubordination and that serious disciplinary action up to and including discharge may result.

#### Article 6

- A. Employees ordered to submit to a medical evaluation or drug/alcohol test shall be referred to a designated medical facility. The employee shall be driven to the clinic by a person designated by the City and may be accompanied by the Union or other representative if the employee chooses.
- B. The employee shall produce and submit a urine sample or blood specimen or other appropriate specimen for analysis.
- C. The employee can be required to submit urine samples in accordance with appropriate chain of custody procedures. The employee shall, upon request provide a blood sample or other specimen in lieu of a urine sample.
- D. Subject to the provisions of paragraph A of Article 4 above, the employee may request that the Union representative be allowed to accompany the employee (if available immediately) to the testing site and observe the process consistent with the chain of custody procedures.
- E. The collection of the specimen shall be in accordance with standard protocol procedures. All specimen containers shall be sealed with tamper-proof evidence tape and labeled with the employee's identification number in the presence of the employee and the Union representative, if applicable.
- F. All the testing shall be done by a laboratory certified by the National Institute on Drug Abuse (NIDA) and licensed by the State of California. Such laboratory shall perform such quality assurance measures as will ensure the accuracy of the results it reports.
- G. All samples shall be tested using a screening test such as Enzymes Multiplied Immuno Technology, Thin Layer Chromatography, High Pressure Liquid Chromatography or Antibody Immunological testing. Following the screening

test all positive samples must be subjected to a confirming test using Gas Chromatography-Mass Spectrometry (GC-MS). Both City samples must be determined to be "positive" on the screening and confirmation tests to be deemed positive.

- H. The standard for a finding of "positive" shall be in accordance with the standards established by the U.S. Department of Health and Human Services.
- I. Using scientifically accepted protocol a sample of the urine shall be set aside for independent testing at the employee's request for 180 days.

#### Article 7

#### **Interpreting Test Results**

- A. The results of the urine or blood test shall be reported to the Fire Chief/ Human Resources Director.
- B. If the results are negative, the physician or health care practitioner shall immediately report that fact to the Fire Chief/Human Resources Director. The Fire Chief/Human Resources Director shall notify the affected employee. When results are negative the employee shall be entirely vindicated of any wrongdoing related to substance abuse.
- C. If the sample is positive, it may be concluded that the employee was recently exposed to the drug. Neither the City nor the physician may conclude that the individual was under the influence on the job on the basis of the test results alone. The City may consider the positive result together with the symptoms observed pursuant to Article 6 above, and form a judgment as to whether or not the employee was under the influence of alcohol or a controlled substance at the time of the test. Such conclusions shall be reported, in writing with the reason therefore, to the employee.
- D. The City shall, if requested, present the employee with a copy of all of the laboratory reports including, but not limited to all test results, computer printouts, interpretations, graphs, reports and chain of custody forms and a copy of all materials upon which a disciplinary action is based. If the Union and/or the employee elects not to have a split sample test within 120 hours the City can proceed with appropriate action.
- E. After considering the results of the split test performed for the employee, if presented, the City may impose discipline on the employee in accordance with Article 8, below.
- F. The City may discipline employees in accordance with the Discipline section of the MOU.



- G. Except as provided in Item D (above), the test results and other related lab test reports if any shall be transmitted directly to the Fire Chief/Director of Human Resources and 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 Fire Chief/Director of Human Resources. The reports or tests results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without patient consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in 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 diagnosis or treatment of the patient who is unable to authorize disclosure.

#### Article 8

#### **Voluntary Treatment or Rehabilitation**

- A. Employees on their own volition may seek voluntary assistance for alcohol or substance abuse problems without prejudice. Voluntary assistance does not include situations where the substance abuse problem has been discovered by the City. An employee who seeks voluntary assistance shall not be disciplined or illegally discriminated against for seeking such assistance. Requests for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent.
- B. Treatment in such programs may be covered by the employee or by the group medical plan.
- C. Any drug or alcohol testing performed pursuant to a voluntary treatment or rehabilitation program shall remain confidential.

#### Article 9

#### **Miscellaneous Provisions**

- A. Confidentiality. Results of all urine and/or blood tests performed pursuant to this agreement will be considered medical records and will be held in confidentiality to the extent permitted by law.
- B. Notwithstanding any provision in this policy, the parties understand that the City may pursue administrative action based on internal investigation of off duty misconduct.

- C. Interpretation of Policy. Any dispute over the meaning or application of this agreement shall be resolved pursuant to grievance arbitration procedures of the collective bargaining agreement.
- D. No Union Liability. The City agrees to indemnify, defend and hold Local 809 harmless in the event of a lawsuit by an employee alleging that his/her civil or constitutional rights have been violated by agreement to this substance abuse policy. The City shall have the exclusive right to determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.
- E. Conflict with Other Laws. This agreement is in no way intended to supersede or waive an employee's federal or state constitutional rights and/or protections.

#### Article 10

#### **Employee Assistance Program**

- A. The City and Local 809 encourages the voluntary utilization of Employee Assistance Program (EAP). All EAP contacts are held in strict confidence by the EAP unless the employee requests, through specific written release of information that the Human Resources Director, supervisor, bargaining unit or other parties to be notified.
- B. The employee's compliance with the EAP program is voluntary. Absent just cause, the employee's job security and/or promotional opportunities will not be jeopardized by voluntary participation in the EAP or any other treatment service. Use of the program does not represent absolution for unsatisfactory job performance or conduct.
- C. Sick leave can be made utilized for self-referral appointments during regular work hours if the employee is unable to schedule them during off duty hours. Any earned leave time may be utilized for EAP participation. If any employee requires additional leave time he/she may request a medical leave of absence subject to approval by the Fire Chief.
- D. The EAP is available for assessment, diagnosis and referral to treatment. Any employee wishing confidential assistance can call the EAP provider and arrange an appointment with a counselor.

## **EXHIBIT IV - NEIGHBOR/CUSTOMER SERVICE GUIDE**

### **PASADENA FIREFIGHTER'S ASSOCIATION LOCAL 809 NEIGHBOR/CUSTOMER SERVICE GUIDE**

**On April 7, 1995, *The Pasadena Firefighters Association Local 809* unanimously adopted this service guide as a philosophy for the way we plan to handle ourselves in professional relationships between the members of this Association, our superiors, our peers, our subordinates and the populace of Pasadena. We are professional firefighters, and the guidelines presented in this document are a clear and concise statement of how we intend to do our business.**

For more than 100 years the Pasadena Fire Department has been building a legacy of serving the citizens of Pasadena. That is a tradition of which we can be very proud. It is a tradition that we build on every day. A tradition that must be continued by the next generation of Pasadena firefighters and the next and so on.

As employees of the City of Pasadena and members of the Pasadena Firefighters Association, our mission is to provide the best service possible to the citizens of Pasadena. We have a contractual obligation to be physically and mentally ready every time the tone sounds.

Most members of the Pasadena Firefighters Association understand and embrace this mission. The purpose of this guide is to emphasize and explain that mission for those who may not have learned it or for those who may have forgotten it. This should also help reinforce the importance of our mission for all members.

Our jobs are multifaceted. But the bottom line must always be "customer service." A positive attitude is clearly a must. Seventy percent of our calls are for some form of medical assistance, 20% are for fires ranging from brush to buildings, 10% are various service calls. Every call is very important to the person who called.

Each of those calls is an opportunity to interact with the public. That experience must be a positive experience for the person who called. Although we cannot solve every problem, we should make an honest, good faith attempt, using all of our resources to assist each person who calls.

In most cases we are only three minutes away from any resident in Pasadena. That places us in a unique position. We can and should be viewed as the principal safety net for our citizens.

Emergencies occur 24 hours a day. It doesn't matter if we are doing our physical training or if we just sat down for dinner or if it is four o'clock in the morning. To respond quickly, any time, day or night, arrive on the scene safely with a positive attitude and provide the best service we can is our goal. That is why we exist as Pasadena Firefighters. This is our charge as defined by the Fire Chief, the City Manager, the Mayor and Council and the citizens of Pasadena. Any member who cannot comply with this mission should/must find another occupation.

### **Routine Calls Important**

Our job is more than just getting up for the “big one.” When there is a major fire, or people trapped at an auto accident or we have a child drowning, we get pumped up. We run to the rig, drive as fast as we can and usually do an outstanding job. But a professional does a good job on every call. It’s the routine call, shift after shift which separates the professional from the amateur. Because of the high volume of calls we respond to, it is easy to become complacent. Each call is our most important call at that time. We must be professional in our demeanor and treatment. We exist in a fish bowl. What we do is subject to the scrutiny of our peers, the person who called us, our supervisors, the medic, the elected officials and the taxpayers in general.

### **Competition for Scarce Resources**

The private sector has gone through a decade of down-sizing. Millions of jobs have been eliminated. The public sector has not escaped entirely. From Pittsburgh to Fresno, fire stations have been closed and firefighters laid off. In the future, the demands on government will increase faster than revenues. Competition for tax dollars will be fierce. Our ability to progress will depend on our ability to relate to those who call us at four in the morning or during our dinner or while we are doing our physical training.

The pressure on all sectors of government is enormous. From the Federal Government to the local school district, taxpayers will not tolerate waste and they are not willing to increase taxes. Today’s tax burden is already perceived as too high. Competition from the private sector is encouraged by state legislators and City Councils. The demand for greater efficiency is the norm.

### **Neighbor/Customer Needs**

Understanding our neighbors/customers and their needs allows us to maintain a seat at the table when decisions are made regarding City revenues. One of the more difficult things for some of our members to grasp is that we don’t get to define our job. We sometimes hear, “I was hired to be firefighter, not an EMS person or an ambulance attendant.” That unfortunately, is the cry of the dinosaur. Imagine someone at Intel, or Motorola or AT&T telling their boss that they were hired only for this or that. They would be mumbling to themselves in the unemployment line. We may have been hired to be firefighters, but the duties of firefighters in Pasadena and around the country have changed. Our job is to serve the citizens of Pasadena in any manner that enhances their safety and wellbeing as defined by the Fire Chief together with City Management, the Mayor and Council and the electorate.

If we can make the children of Pasadena safer by teaching safety protocols in grade school classes then that is our job. If we can increase the survival rate of heart attack patients by learning and using state of the art equipment and the latest medical techniques, then that is our job. If fires in high rise buildings are a threat to the occupants in those buildings, then we must train to fight high rise fires. The importance of firefighting and emergency medical service will continue. But we should not be afraid of or adverse to new and different demands for our services.

### **Neighbors/Customers**

Viewing those who receive our services as “Neighbors/Customers” is a major cultural change for many of us. Every interaction with the public is an opportunity to positively impact public perception of the Pasadena Fire Department and its members. We respond to thousands of calls each year. On average, each call is viewed by the person who called and two or three friends, relatives or bystanders. In 3 - 4 years, every person in Pasadena will receive assistance or view us treating a patient or watch us at a fire or other emergency. That places us in a truly unique position to educate the public through our appearance, attitude and actions.

The L.L. Bean Company answers more than 10,000 customer inquiries a day! It is a 600 million dollar a year outdoor and sports products company. 100% satisfaction is not just a goal with them, it's a guarantee. Their guarantee states, “All our products are guaranteed to give 100% satisfaction in every way. Return anything purchased from us anytime that proves otherwise.”

L.L. Bean assumes that a customer:

- is the most important person ever in the company.
- is not dependent on us, we are dependent on them.
- is not an interruption of our work, they are the purpose of it.

That philosophy would serve us well. The people who call us with problems are not interruptions to our work. They are our work. In our case, they are dependent on us but we are also dependent on them. They are the most important persons in our company.

### **Attitudes**

Attitudes are infectious. We have an obligation to reinforce positive attitudes and attempt to correct negative behavior. We are customers every day in our personal lives. Whether we are going to the store or eating at a restaurant or purchasing a service. We expect quality service in our professional lives. If you witness an occasion of poor neighbor/customer service, it is our obligation to point it out either at the time or when you get back to the station. If poor neighbor/customer service is not dealt with at the time, then it becomes the norm. We have little room for negative attitudes or behavior on the Pasadena Fire Department.

### **Internal Brothers/Sisters/Customers**

All members are important. Each is responsible and accountable for his or her actions or inaction. We are all members of the same team, but each of us is an individual with different beliefs and opinions. We are made up of men, women, African-Americans, Hispanics, Whites, Asian-Americans, Native Americans and more. Each of us is unique with our feelings, ideas, hopes and ways to do things. We should respect our diversity. From that diversity we gain strength. There is zero room for prejudice and intolerance on the Pasadena Fire Department. Our treatment of the public begins with how we treat each other. Each of us has a right to be

treated with dignity and respect. In turn, we have an obligation to treat others with the same dignity and respect.

**Summary**

*The Pasadena Firefighters Association has a long history of providing quality service to the citizens of Pasadena because we respond to thousands of calls each year, some calls may seem routine to us. Each can, however, be important to the person who called. As professionals we must provide excellent service on each and every call, to each and every Neighbor/Customer. Our Neighbor/Customer service begins with our respect for and how we treat each other. It never ends. We have an obligation to carry on the tradition of providing the best service possible to those who need our assistance. That philosophy must be continued by each successive generation of Pasadena Firefighters.*