

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF PASADENA**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 501**

**October 1, 2021 – December 31, 2022**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE .....	4
ARTICLE 2 - RECOGNITION .....	4
ARTICLE 3 - TERM .....	4
ARTICLE 4 - SCOPE .....	4
A. Management Rights .....	4
B. Union Activities .....	5
C. Union Representatives .....	5
ARTICLE 5 - BULLETIN BOARDS .....	6
ARTICLE 6 - NON-DISCRIMINATION .....	6
ARTICLE 7 - NO STRIKE .....	7
ARTICLE 8 - MODIFICATION CLAUSE .....	7
ARTICLE 9 - SAVINGS CLAUSE .....	7
ARTICLE 10 - SALARIES .....	8
ARTICLE 11 - SPECIAL PAY PRACTICES .....	9
A. Shift Differential .....	9
B. Welder Assignment Pay .....	9
C. Asbestos Handling and Removal Pay .....	9
ARTICLE 12 - OVERTIME .....	10
ARTICLE 13 - VACATION .....	13
ARTICLE 14 - HOLIDAYS .....	14
ARTICLE 15 - LEAVES OF ABSENCE .....	15
A. Sick Leave .....	15
B. Bereavement Leave .....	16
C. Workers' Compensation Leave .....	16
D. Jury Duty Leave .....	17
E. Witness Leave .....	17
F. Military Leave .....	18
G. Maternity Leave .....	18
ARTICLE 16 - EMPLOYEE BENEFITS .....	19
A. Life Insurance .....	19
B. Dental Care Program .....	19
C. Medical Insurance & EOBF Allowance .....	19
D. Short Term Disability Plan .....	20
E. Long Term Disability Insurance .....	20
F. Deferred Compensation .....	20
ARTICLE 17 - TUITION REIMBURSEMENT .....	21
ARTICLE 18 - WORK UNIFORMS AND SAFETY SHOES .....	21
ARTICLE 19 - RESPIRATORY EXAMINATIONS .....	22
ARTICLE 20 - BILINGUAL PAY .....	22
ARTICLE 21 - RETIREMENT .....	22
ARTICLE 22 - PROBATIONARY PERIOD AND ADVANCEMENT THROUGH THE SALARY RANGE .....	24

ARTICLE 23 -	TEMPORARY/OUT OF CLASS ASSIGNMENT .....	24
ARTICLE 24 -	PAYROLL DEDUCTIONS AND DUES .....	25
ARTICLE 25 -	DISCIPLINE.....	25
ARTICLE 26 -	GRIEVANCE .....	25
	A. Definition.....	25
	B. Guidelines.....	25
	C. Grievance Procedure.....	26
	D. Advisory Arbitration.....	27
ARTICLE 27 -	ALTERNATIVES TO LAYOFF.....	28
ARTICLE 28 -	LAYOFF.....	29
	A. Definition.....	29
	B. Authority.....	29
	C. Policy.....	29
	D. Procedure.....	30
ARTICLE 29 -	WORK SCHEDULES AND WORK WEEKS .....	34
ARTICLE 30 -	SAFETY .....	35
ARTICLE 31 -	WELLNESS AND DRUGS/ALCOHOL .....	35
ARTICLE 32 -	TRANSPORTATION DEMAND MANAGEMENT PROGRAM .....	36
ARTICLE 33 -	NO SMOKING.....	36
ARTICLE 34 -	MILEAGE .....	36
ARTICLE 35 -	APPRENTICESHIP & TRAINING PROGRAM .....	37
EXHIBIT I – COMPENSATION SCHEDULE.....		39
EXHIBIT II – ALCOHOL AND DRUG ABUSE POLICY.....		40

**ARTICLE 1 - PREAMBLE**

- A. This Memorandum of Understanding (“MOU”) is between the City of Pasadena, (hereinafter referred to as the “Employer” or “City”), and the International Union of Operating Engineers, Local 501, including its Subordinate Branches, AFL-CIO, (hereinafter referred to as the “Union”).
- B. It is the intent and purpose of this MOU to set forth all of the terms and conditions of employment between the parties. Any other prior or existing written understandings or agreements by the parties regarding any such matters are hereby expressly superseded or terminated in their entirety.

**ARTICLE 2 - RECOGNITION**

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Miliias-Brown Act of the State of California and provisions of Employer-Employee Labor Relations Resolution No. 555, (hereinafter referred to as Resolution “No. 555”) the City recognizes the Union, as the majority representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment for all of its employees in certain specified classifications listed herein. Should the unit be modified in conformance with Resolution No. 555 during the duration of this MOU, such classifications will be included under the terms of this MOU. All other classes not specifically listed are excluded from representation by the Union.

**ARTICLE 3 - TERM**

This MOU shall be in effect from October 1, 2021 through December 31, 2022. Unless as specifically provided herein, no economic modifications to the MOU go into effect prior to the date of City Council approval of this MOU.

**ARTICLE 4 - SCOPE**

A. Management Rights

It is understood and agreed that the City reserves and retains all its inherent managerial rights, powers, functions and authority which the City had prior to entering into this MOU, which includes the merits, necessity, or organization of any service or activity provided by law or executive order; which includes but is not limited to the right of the City to hire, assign, direct, supervise, schedule, retain, and discipline employees; relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or non-productive; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, processes, means, positions, and personnel by which government operations are to be conducted; determine the overall mission of the City; maintain and improve the efficiency and effectiveness of government

operations; take any necessary actions to carry out the mission of the City in situations of emergency; and take whatever other actions may be necessary to carry out the obligations of the public not otherwise specified above; unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority, subject to the right of an employee to grieve the practical consequences of a City rights' decision on wages, hours and other terms and conditions of employment.

The exercise of these rights by the City does not preclude the Union from requesting to meet and confer over the impacts these decisions have on wages, hours and other terms and conditions of employment.

B. Union Activities

1. The designated Union Officers and Stewards shall be permitted to engage in contract disputes during the term of the MOU, and the adjustment of grievances of employees in the bargaining unit, subject to the limitations set forth in this MOU. Unless otherwise approved by a supervisor or except in extraordinary circumstances, these permitted activities performed during the normal employee duty time of such designated and appointed Officers and Stewards shall fall within one of the following categories:
  - a. Discuss with an employee a grievance or complaint;
  - b. Make inquiries in order to obtain relevant information related to a grievance, including discussions with supervisors, other employees or other management officials provided that such inquiry will not include the right while on City time to question visitors or non-employees of the City;
  - c. Assist employees in preparation for, or represent employees in the appeal and review steps of the grievance procedure or in arbitration;
  - d. Attend meetings with supervisors or other management officials regarding grievance adjustments, consultation or general discussion directly related to wages, hours or working conditions, and other matters mutually agreed upon; and
  - e. Prepare for meetings mutually agreed by the City and the Union.
2. Subject to the initial provisions of this MOU regarding paid time for such activities, the City agrees that duly designated Union Officers and other representatives will be allowed to meet with Management representatives during normal working hours without loss of pay. The foregoing release from normal working duties is subject, however, to the requirement that when any such designated Union Officer or representative is representing an employee,

he/she will request the permission of his/her immediate supervisor in advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time.

Upon returning to his/her duty station, the Union Officer or representative will notify his/her supervisor. Upon arriving at the work place of the employees to be represented, the Union Officer or representative will normally be permitted to contact the employee. The represented employee also shall be required to request permission for time off in advance of any meeting. To the maximum extent possible, interviews between representatives and the employees will be held away from other employees and away from the public. If the Union official is not permitted to contact the employee at the immediate time of his arrival at the work place, the supervisor in charge will advise the Union Officer or Union Steward the reason why he/she cannot do so and the time when the employee will be available.

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

C. Union Representatives

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

D. New Employee Orientation

1. The City of Pasadena shall provide the Union written notice to the Chief Steward and Union Representative of all new employee orientations which include any potential Union members, whether in person or online, at least ten (10) business days prior to the

event.

2. Representatives of the Union shall be permitted to make a presentation of up to twenty (20) minutes, and present written materials, during a portion of the orientation for which attendance by the new hires is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for Union Stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to the Union, including, but not limited to, through accretion or promotion/demotion.

#### **ARTICLE 5 - BULLETIN BOARDS**

- A. Space shall be provided on City bulletin boards at their present locations for Union posting of notices and bulletins of the following types:
1. Notices of Union recreational, social affairs, and related Union business news;
  2. Notices of Union elections and such pertinent campaign material as is appropriate under Union policy;
  3. Notices of Union appointments and results of Union elections;
  4. Notices of Union meetings;
  5. Union Constitution, Bylaws, and proposed amendments thereto; and
  6. Such other notices as may be mutually agreed upon by the Union and the Director of Human Resources.
- B. All materials posted on bulletin boards shall indicate the date the material was posted, the name of the organization responsible for the material, and clearly indicate the author's identity, preferably by signature by an official of the Union. It must be clearly understood that such material is not official material or endorsed by the Employer, and the material must not contain anything that would identify it as such. Copies of all information posted on any bulletin board shall be submitted to the Human Resources Department per Item 6 above at the time of their posting. The Union shall not knowingly post any false or misleading statement. In addition, no obscene or personal attacks on City management or other persons shall be placed on any bulletin board. In the event such material is posted, the City representative will so inform the Union representative, stating the basis for the objection, and such material shall be removed from the bulletin board immediately.
- C. The Union shall not post, nor authorize its members to post, any material anywhere upon the City's property except as herein provided. The City may remove or relocate any of its bulletin boards in the event of violations of this

Section or for reasons such as alterations in the physical facilities, etc., and will inform the Union whenever the City removes such bulletin boards.

- D. In consideration of the fact that certain members of this unit have their lunch hours included in their regular working schedule, the distribution of literature at the workplace of employees shall be allowed during regular working hours.

#### **ARTICLE 6 - NON-DISCRIMINATION**

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

#### **ARTICLE 7 - NO STRIKE**

- A. The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services; therefore, during the term of this MOU and extensions thereto mutually agreed upon for the purposes of negotiating a successor MOU, or any other reasons mutually agreed upon, the Union shall not cause or sanction strikes, picketing. Should picketing be occasioned by persons or organizations other than the Union party to this MOU, employees may not refuse to cross such picket line unless the Union specifically sanctioned, endorsed and approved such action.

- B. Impasse

In the event that the parties are unable to reach agreement at the bargaining table and reach an impasse, the parties agree and acknowledge the issue(s) in dispute can be submitted to the City Manager for processing in accordance with the Resolution of Impasses Section of the City's Resolution No. 555. In addition, the Union may also request that the impasse be submitted to a fact finding panel by complying with the provisions of the Meyers-Milias-Brown Act.

#### **ARTICLE 8 - MODIFICATION CLAUSE**

- A. 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 City Council.
- B. Subject matters within the scope of representation not referenced in this MOU may be met or conferred upon at any time during the term of this Agreement based on mutual consent of the parties to meet and confer on such matters.

#### **ARTICLE 9 - SAVINGS CLAUSE**



Should any part of this MOU be rendered or declared illegal or invalid by a change in the law, such invalidation shall not affect the remaining portions of this MOU.

**ARTICLE 10 - SALARIES**

- A. Effective October 25, 2021, and upon City Council approval of this MOU, the base salary of each classification in the unit will be increased by one percent (1%).
- B. Effective October 10, 2022, the base salary of each classification in the unit will be increased by one percent (1%).

**ARTICLE 11 - SPECIAL PAY PRACTICES**

A. Shift Differential

- 1. Shift differential for Mechanics and Senior Mechanics is provided as follows:

For Swing Shift.....\$1.65 per hour  
For Graveyard Shift .....\$1.65 per hour

- a. Shift Differential shall be paid for all hours worked on the swing or graveyard shift.
  - b. The Swing Shift shall be defined as any hours worked between the hours of 4:00 p.m. and 10:59 p.m. on a nine (9) hour workday, and 3:00 p.m. and 10:59 p.m. on eight (8) hour Fridays, Saturdays and Sundays. The Graveyard Shift shall be defined as any hours worked between the hours of 11:00 p.m. and 6:30 a.m.
- 2. Employees in the classifications of Power Plant Shift Supervisor, Power Plant Control Operator or Power Plant Operator shall not receive a shift differential based upon actual hours worked, but shall instead receive one dollar and twenty cents (\$1.20) per hour of shift differential pay for all paid hours regardless of the shift on which they work.
  - 3. The parties agree that to the extent permitted by law, shift differential pay is special compensation and shall be reported to CalPERS as such, pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay, as shift differential.

B. Welder Assignment Pay

Effective in the pay period following City Council approval of this MOU, regular full-time employees in the classifications of Senior Power Plant Mechanic, and Power Plant Mechanic who are required to perform welding duties

and who possess a valid American Society of Mechanical Engineers (ASME) High Pressure Welding Certificate are entitled to receive pay of one hundred twenty-five dollars (\$125.00) per month.

The parties agree that to the extent permitted by law, Welder Assignment Pay is special compensation and shall be reported to CalPERS as such, pursuant to Title 2 CCR Section 571(a)(2) Educational Pay, as Educational Incentive.

C. Asbestos Handling and Removal Pay

Effective in the pay period following City Council approval of this MOU, regular, full-time employees in the classifications of Senior Power Plant Mechanic, and Power Plant Mechanic who are required to handle and remove asbestos and who are State of California certified to handle and remove asbestos are entitled to receive pay of one hundred twenty-five dollars (\$125.00) per month.

The parties agree that to the extent permitted by law, Asbestos Handling and Removal Pay is special compensation and shall be reported to CalPERS as such, pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay, as Hazard Premium.

**ARTICLE 12 - OVERTIME**

- A. All authorized actual time worked over eight (8) hours in any one (1) day (for employees assigned to work an eight [8] hour day), nine (9) hours per day (for employees scheduled to work a nine [9] hour day), twelve hours (12) per day (for employees scheduled to work a twelve [12] hour day) or forty (40) hours in any workweek, and all authorized actual work performed on regular days off shall be compensated at the rate of one and one-half (1½) times the employee's hourly straight-time rate, plus applicable shift differential.
- B. Hours worked which qualify as overtime per the Fair Labor Standards Act (FLSA) are paid in accordance with the FLSA.
- C. Employees may request to accrue compensatory time off (CTO) in lieu of receiving overtime compensation, and will be permitted to accrue CTO with supervisor approval. Effective in the pay period following City Council approval of this MOU, the maximum number of CTO hours which may be accrued by any continuous shift employee is one hundred (100). If a continuous shift employee accrues 100 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank. The maximum number of CTO hours which may be accrued by any non-continuous shift employee is one hundred and twenty (120). If a non-continuous shift employee accrues one hundred and twenty (120) hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank.

- D. The time during which an employee may use CTO off is subject to approval by the department head or his/her designee with due regard for the wishes of the employee and the need to provide service. However, an employee wishing to use his/her accrued CTO shall provide the City with reasonable notice of such request. Reasonable notice is defined as at least two weeks (fourteen [14] calendar days). If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to the department to grant the request. A request to use CTO without reasonable notice may still be reasonably granted within the discretion of the supervisor or manager responsible for considering the request. If a response is not received by the employee within five (5) days of the day the scheduler receives it, it is considered granted.
- E. Any employee assigned to a work schedule with an eight (8) hour workday, including a "Relief Operator" who is assigned to work continuous hours in excess of eight (8) hours shall receive overtime for all such continuous hours in excess of eight (8) hours, even if such continuous hours worked extend into a new day.
1. Any employee assigned to a work schedule with a twelve (12) hour workday, including a "Relief Operator" who is assigned to work continuous hours in excess of twelve (12) hours shall receive overtime for all such continuous hours in excess of twelve (12) hours, even if such continuous hours worked extend into a new day.
- F. If an employee is receiving overtime pay for any hours worked, the employee may not receive additional overtime or premium rate payments for the same hours.
- G. Employees recalled to work unexpectedly outside of their regular shift shall receive pay for a minimum of two (2) hours pay at the applicable overtime rate. If an employee is scheduled in advance to work outside of normal work hours or to report early to a regular shift, no minimum payment will be required.
- H. If the eight hour shift is reinstated, the provision in the paragraph below shall apply. However, this provision does not apply while the employees are working the twelve (12) hour schedule (i.e., three [3] twelve [12] hour shifts and one [1] four [4] hour shift in the seven [7] day FLSA workweek.)
- If an employee working the entire eight (8) hour graveyard shift is held over to work the day shift and is required to work the entire eight (8) hour day shift, the day shift shall be paid at double time. If that employee works less than the entire day shift, the overtime for the hours worked will be paid at time and one half (1½).
- I. All unscheduled overtime (overtime which is identified with less than twenty-four [24] hours' notice), including call-ins and call-backs, occurring on the graveyard shift shall be compensated at two (2) times the employee's hourly straight-time rate, plus applicable shift differential.

- J. Overtime will be paid at the rate of two (2) times the employee's hourly straight-time rate for employees who are scheduled or called in to work overtime on their second (2<sup>nd</sup>) or fourth (4<sup>th</sup>) day off. For employees in the classifications of Power Plant Shift Supervisor, Power Plant Control Operators, and Power Plant Operator, while assigned to the twelve (12) hour shift, this provision shall also apply on an employee's sixth (6<sup>th</sup>) day off, if applicable.
- K. Shift or working schedules shall not be changed solely for the purpose of avoiding the payment of overtime.
- L. Time worked shall be rounded to the nearest quarter of an hour (seven (7) minutes or less, round down; eight (8) minutes or more, round up).
- M. Management will attempt to assign overtime work as equitably as possible among all qualified employees in the same classification. However, in assigning overtime, management may consider special skills required to perform particular work.
- N. Overtime Meals
  - 1. Meal Allowance - For overtime assignments, employees shall be compensated seventeen dollars (\$17.00) per meal for meal periods earned. The meal payment will be designated on the employee's timesheet and paid as a taxable benefit. This compensation is not reportable compensation under CalPERS regulations.
  - 2. Call-in - When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal. A meal allowance shall be paid for by the City at a flat rate of seventeen dollars (\$17.00) per meal.
  - 3. Carry-over - When an employee is required, to work two (2) hours or more beyond regular work hours, he shall be given the opportunity to secure a meal. The City shall provide the employee a meal allowance paid for by the City at a flat rate of seventeen dollars (\$17.00) per meal. Any subsequent meals shall be taken at intervals of approximately four (4) work hours but in no event shall an employee be required to work more than five (5) consecutive hours without a meal. Such subsequent meals are provided a flat rate of seventeen dollars (\$17.00) meal allowance. The intent is the City may provide the opportunity for two (2) meals to be taken and paid for at seventeen dollars (\$17.00) per meal in the case where an employee unexpectedly works eight (8) hours beyond the regular shift.
  - 4. Scheduled Overtime - When an employee is required to perform scheduled

overtime with less than twenty-four (24) hours' notice, they shall be provided with a meal. The City shall pay a meal allowance for the employee at a flat rate of seventeen dollars (\$17.00) per meal. If employees are provided with more than twenty-four (24) hours' notice for scheduled overtime, they shall not be provided with or reimbursed for a meal from the City.

**ARTICLE 13 - VACATION**

A. Vacations provided in this Section shall be taken within the time limits provided herein except when, for the efficient administration of the City, the City Manager determines that vacation leave of absence cannot be scheduled. In such event, the City Manager may authorize pay in lieu of vacation, or he/she may allow accumulation of vacation above the maximum.

B. Vacation Accrual and Maximum

Unit members accrue vacation on a per pay period basis using the following schedule:

<b>Years of continuous Service</b>	<b>Hours accrued per pay period</b>	<b>Annual Accrual</b>	<b>Vacation Maximum Accrual</b>
Hire date to completion of 5 years	3.08	80 hours	160 hours
6 years - completion of 10 years	4.62	120 hours	240 hours
11 years	4.92	128 hours	256 hours
12 years	5.23	136 hours	272 hours
13 years	5.54	144 hours	288 hours
14 years	5.85	152 hours	304 hours
15 years	6.15	160 hours	320 hours

C. Upon reaching the maximum accrual, employees will cease earning vacation until use of vacation brings the accrual below the maximum.

D. Termination

Any employee who terminates employment shall be paid for all accrued and unused vacation with his/her final paycheck.

E. Vacations requests are subject to approval of the department head. To the extent possible, vacation preference will be given in order of receipt of the vacation request. In addition to the established vacation policy, employees in the unit shall be required to comply with the following provisions:

1. Vacation of five (5) working days or more shall, when possible, be submitted to and acted upon by the Power Production Supervisor in January of each

year. Vacation requests not submitted in January (i.e., Submitted between February 1 and December 31) shall be made at least one (1) month in advance of the requested first (1<sup>st</sup>) day of said vacation.

2. Requested vacations of two (2) or less working days shall be submitted to the Power Production Supervisor or designee no later than twenty-four (24) hours in advance.
3. Except for emergencies, requests for vacations which are not submitted within the time limits stated herein shall not be considered for approval, except at the discretion of the department head.
4. Vacation schedules shall be posted on the vacation board within a reasonable time subsequent to approval by the department head or his/her designated representative.
5. Vacation relief schedules shall, whenever possible, be posted as far in advance as the circumstances permit.

#### **ARTICLE 14 - HOLIDAYS**

A. The following days shall be observed as holidays:

1. January 1; the third Monday in January; February 12, the third Monday in February; the last Monday in May; July 4; the first Monday in September; the Monday or Friday closest to November 11 (for November 11, the holiday follows the City's calendar for the holiday except for continuous shift employees); the fourth (4<sup>th</sup>) Thursday in November; the day following the fourth Thursday in November; December 25; and every day appointed by the City Council for a public feast, Thanksgiving or holiday.
2. Employees who are assigned to work a continuous shift shall observe the holiday on the calendar day on which it occurs. However, employees that are assigned to work a non-continuous shift shall observe the holiday on the same day that the City determines that the holiday is to be observed.
3. If any of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as the holiday. If any of the foregoing holidays falls on a Sunday, the following Monday will be observed.

B. Effective with the first paycheck in January (in lieu of Admissions Day), each unit member (except for continuous shift employees), will be provided nine (9) hours of floating holiday leave for 9/80 scheduled employees and eight (8) hours of floating holiday leave for 5/40 shift. The floating holiday leave may be requested to be used by the employee subject to operational considerations. For continuous shift employees, September 9 of each year shall be observed as a holiday.

- C. Non-Continuous shift employees shall be allowed a paid leave of absence of eight (8) hours (nine [9] hours for employees who work the 9/80 work schedule) for each holiday. In the event any such person's working schedule in the opinion of the head of the department with the approval of the City Manager will not permit such leave of absence, such person shall receive time and one half (1½) for hours worked on such holiday, in addition to eight (8) (or nine [9] if the employee works a 9/80 work schedule) hours pay at his/her straight-time rate. If any holiday falls on such person's day off, he/she shall be compensated by paid leave of absence on another day.
  
- D. Effective January 3, 2022, in lieu of time off for holidays or Holiday Pay paid at the time of the Holiday, Holiday Pay for continuous shift employees will be paid as a bi-weekly Holiday Pay premium calculated based on twelve (12) Holidays, eight (8) hours for each holiday (ninety-six [96] hours) multiplied by one and one-half (1 ½) times the base hourly rate and divided by twenty-six (26) pay periods.

The parties agree that to the extent permitted by law, the bi-weekly Holiday Pay premium is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5).

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **A. Sick Leave**

- 1. Sick Leave is a benefit and not a right and is to be used by employees as follows:
  - a. Illness or injury to the employee not arising out of the course of employment.
  - b. Illness or injury to an employee's child, parent, spouse or registered domestic partner per California Labor Code Section 233 which requires the employee to be absent from work.
  - c. Authorized absences for medical, dental or vision examinations that cannot be scheduled outside of regular working hours.
  
- 2. Sick Leave Provisions
  - a. Sick Leave Accrual
    - 1) Employees are eligible to accrue on a pay period basis, up to eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of one thousand two hundred (1,200) hours.

b. Sick Leave Usage

- 1) An employee who is unable to report to work at his/her usual time shall either call, or have someone call, his/her supervisor before the time he/she is scheduled to report for work to indicate that he/she will be using sick leave. If a supervisor doesn't answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
- 2) Employees requesting to use sick leave for four (4) days or more shall provide to their supervisor a signed verification of the need for use of sick leave from either their doctor or their family member's doctor as a condition of returning to work.

3. PERS Credit for Unused Sick Leave

- a. Pursuant to Government Code Section 20965, employees may convert unused accumulated sick leave to service credit at time of retirement.

B. Bereavement Leave

1. Employees absent for leave due to bereavement of an immediate family member may receive regular compensation for a maximum of three (3) consecutive workdays. This leave does not accrue and is available to use upon hire if needed. If an employee wishes to be off for longer than three (3) days for bereavement related purposes, he/she may request to utilize vacation and comp time in accordance with the vacation leave and comp time provisions of this MOU.
2. Immediate family member is defined as the employee's spouse, child, step-child, parent, step-parent, brother or sister, grandparent, or registered domestic partner. With approval of the Department Head, an employee may be authorized bereavement time off upon the death of an individual not specified as the employee's immediate family member as herein defined.

C. Workers' Compensation Leave

1. The City will comply with the workers' compensation laws of the State of California.
2. In addition to the benefits provided under the law, for workers' compensation claims which have been accepted by the City, the City will supplement workers' compensation temporary disability payments to provide salary continuance in an amount equal to one hundred percent (100%) of the annual base pay of the employee (less any required State and/or Federal taxes). Claims that have been denied are not eligible for this benefit.



3. Supplemental payments will begin three (3) days from the date of accepted injury and will continue for a period of time not to exceed six (6) months. Effective October 25, 2021, and with Council approval, supplemental payments will begin three (3) days from the date of accepted injury and will continue for a period of time not to exceed nine (9) months. Employees who may return to work with work restrictions and who are offered modified/light duty which is consistent with the employee's work restrictions, as determined by his/her treating physician or workers' compensation physician will discontinue receiving supplemental payments.
4. If an employee returns to work or is able to return to work in a modified/light duty capacity and has not received the full six (6) months (nine [9] months, effective October 25, 2021 and thereafter) of supplemental payments and subsequently needs to be off work again for the same workplace injury/illness within five (5) years from the date of injury, the employee will again be eligible for supplemental payments not to exceed a cumulative total of six (6) months (nine [9] months, effective October 25, 2021 and thereafter) for the same injury/illness and consistent with all California Workers' Compensation laws.

D. Jury Duty Leave

1. If a member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day. Employees assigned to night shift shall be assigned to day shift for the duration of the jury duty.
2. There will be no reduction in pay for a unit member who is required to be absent from work for jury duty. Jury duty includes time in court awaiting assignment or release. In those cases in which the employee is released by the court with four (4) or more hours remaining on his/her shift, the employee will report for duty and work the balance of the shift. By returning to work, the employee will receive a full day's pay, and shall pay to the City any amount received from the court for the jury duty, excluding mileage.
3. In those cases in which the employee is not released by the court with four (4) or more hours remaining on his/her shift, the employee need not return to work. The employee shall receive the full day's pay, and shall pay to the City any amount received from the court for jury duty, excluding mileage.
4. Employees will submit proof of jury service to his/her supervisor.

E. Witness Leave

In accordance with Government Code Section 1230.1, when an employee is served with a subpoena which compels his/her presence as a witness, he/she shall be granted

a leave of absence with pay in the amount of the difference between the employee's regular pay and any amounts he/she receives for such appearance, other than mileage. This does not, however, apply to any employee subpoenaed to appear in any proceeding as a litigant or expert witness, subpoenaed to appear as a witness in any action brought about as a result of his/her own misconduct or connivance, or subpoenaed to appear or appearing during his/her off duty hours.

F. Military Leave

1. Military leave of absence will be granted and paid in accordance with law.
2. Notwithstanding the above, the City Manager may authorize a salary subsidy and/or benefits continuation classified below for employees who are involuntarily called to active duty as a result of a national emergency.
3. The City may provide a salary subsidy to supplement the employee's military pay, the total of which shall not exceed the amount of gross salary earned at the time the employee is activated. The subsidy will commence after the thirty (30) day State-mandated full-salary provision is exhausted and will continue until the employee is released from active military duty, but not to exceed a period of five (5) months.
4. The City may provide continued health and dental contributions for employee and dependent coverage; provided that the employees and/or dependents are enrolled for those benefits at the time the employee is involuntarily called to active duty. This continued benefit would begin after the thirty (30) day State-mandated benefits expire and will continue until the employee is released from active military duty, but not to exceed a period of five (5) months. The continued health and dental premium contribution shall be equal to the same amount of City contribution authorized for the employee's classification, but not to exceed the applicable premium rate for health and dental premiums.

G. Parental Leave

1. 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 twenty (20) hours or more per week for forty (40) hour employees (twenty-eight [28] hours for shift employees). The total combination of unpaid leave plus the reduced workweek schedule shall not exceed a total of nine (9) months.
2. 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.

3. 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 (1) or more of these laws.

**ARTICLE 16 - EMPLOYEE BENEFITS**

**A. Life Insurance**

The City provides life insurance coverage in the amount of fifty thousand dollars (\$50,000.00) double indemnity, for each employee. Additional coverage may be purchased at the employee's expense.

**B. Dental Care Program**

The City will contribute one hundred percent (100%) of the employee only premium for a dental care program as provided by the City of Pasadena. For employees who cover a dependent, the City will contribute up to an additional ninety-five dollars and thirteen cents (\$95.13) per month toward the dental care premium. In no case shall an employee receive more than the amount of the premium for the dental plan for which he/she is enrolled.

**C. Medical Insurance/EOBF Allowance**

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 22892) toward the medical premium, which is part of the Employee Option Benefit Fund (EOBF) allowance.
2. The EOBF allowance is used to offset health premium costs and includes the PEMHCA minimum.
3. For 2021, the EOBF allowance for employees enrolled in a medical plan offered through the City is:

Tier	Hired by the City prior to January 1, 2015	Hired by the City on or After January 1, 2015
Employee Only	\$1,148.88	\$669.84
Employee +1	\$1,339.68	\$1,339.68
Employee +2	\$1,741.58	\$1,741.58

4. For 2022, the EOBF allowance for employees enrolled in a medical plan offered through the City is:

Tier	Hired by the City prior to January 1, 2015	Hired by the City on or After January 1, 2015
Employee Only	\$1,148.88	\$719.78
Employee +1	\$1,439.56	\$1,439.56
Employee +2	\$1,871.44	\$1,871.44

Increases to each tier (employee only, EE+1, EE+2) will only occur when the premium for the CalPERS Region 3 for Blue Shield Access+ or Kaiser exceed 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.

New employees hired by the City on or after January 1, 2015, will receive an EOBFF allowance (including the statutory minimum) that equals the premium of Blue Shield Access+ or Kaiser (Region 3), whichever is lower for the tier in which they enroll (i.e. employee only, employee+1, employee +2).

Employees in the unit as of June 30, 2012 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 of one thousand one hundred forty-one dollars and eighty-eight cents (\$1,141.88) per month, which will be designated to the employee's deferred compensation account. Employees may elect to sixty-five percent (65%) of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

Employees who entered the unit on or after July 1, 2012, 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 of four hundred dollars (\$400.00) per month, which will be designated to the employee's deferred compensation account. Employees may elect to sixty-five percent (65%) of the EOBFF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

C. Short Term Disability Plan

1. The Short Term Disability Plan provides the following provisions:
  - a. Thirty (30) calendar day elimination period. Disability payments begin on the thirty-first (31<sup>st</sup>) day .
  - b. Payments shall not exceed sixty percent (60%) of the employee's salary up to two thousand two hundred dollars (\$2,200.00) per week.
  - c. Maximum duration is twenty-two (22) weeks (one hundred fifty-four [154] days).
  - d. The premium will be paid by the employee. The benefit is non-taxable to

the employee

- e. The benefit premium is \$.246 per ten dollars (\$10.00) of weekly gross benefit.

D. Long Term Disability Insurance

- 1. The City provides a Long Term Disability (LTD) Plan. The Plan provides for disability payments to employees with the following provisions:
  - a. The City pays sixty percent (60%) of the premium for basic coverage. The employee pays forty percent (40%) of the premium for basic coverage through a payroll deduction.
  - b. The LTD plan has a one hundred and eighty (180) day elimination period. Disability payments commence on the one hundred and eighty-first (181<sup>st</sup>) calendar day after the illness or injury.
  - c. Payments shall not exceed a total of fifty percent (50%) of the employee's salary, up to a maximum benefit of nine hundred dollars (\$900.00) per month and will be coordinated with deductible benefits as provided under the LTD Plan.
  - d. The maximum benefit period for an individual whose disability begins before age 60 is to age 65.
  - e. The maximum benefit period for an individual whose disability begins at age 60 or older will be five (5) years.
  - f. The employee will pay for all premiums through payroll deduction.
  - g. In addition to the basic LTD Plan provided by the City, the employee may elect to enroll in a supplemental LTD Plan at his/her cost, which provides supplemental LTD payments equal to sixty percent (60%) of the employee's salary, coordinated with deductible benefits. There are two optional supplemental plans for which an employee may enroll at his/her cost: a sixty percent (60%) benefit and a 66 2/3% benefit.

E. Deferred Compensation

Employees may participate and contribute to the deferred compensation program presently in effect.

**ARTICLE 17 - TUITION REIMBURSEMENT**

- A. Employees pursuing an Associate of Arts degree or higher in a job-related field at an accredited college or university, shall be eligible for tuition reimbursement of up to two thousand five hundred dollars (\$2,500) per fiscal year. In addition, the Department shall have the discretion to approve reimbursement for job-related coursework not associated with a degree program. Upon presentation of receipts and grade cards, employees will be reimbursed for the actual costs of tuition, books, lab fees, or other student expenses. Parking fees are not reimbursable under this provision.
- B. Eligibility for tuition reimbursement shall be in accordance with Section 4.10 – Tuition Reimbursement of the City of Pasadena’s Manual of Personnel Rules, Practices and Procedures.

**ARTICLE 18 - WORK UNIFORMS AND SAFETY SHOES**

- A. The employee must pay for and replace any uniform lost or stolen which has been assigned to him or her. Rules and regulations for the wearing of uniforms shall be set by the operating departments.
- B. The City shall provide work uniforms to operating personnel when assigned to maintenance duties.
- C. The City will report the value of provided uniforms to CalPERS as one hundred eighty-nine dollars (\$189.00) per year for unit members employed on or before December 31, 2012. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) Uniforms.
- D. “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.
- E. Employees who are required to wear safety shoes will be reimbursed two hundred fifty dollars (\$250.00) annually in the month of October for the cost of purchasing such safety shoes. Employees who incur additional expense for the purchase of approved safety shoes shall be reimbursed up to fifty dollars (\$50.00) for that additional expense upon presentation of a receipt.
- F. The City shall also reimburse employees up to two hundred fifty dollars (\$250.00) annually for safety glasses which meet ANSI Standard Z87.1-2003.

**ARTICLE 19 - RESPIRATORY EXAMINATIONS**

The City shall provide maintenance employees who possess an Asbestos Certification and who are exposed to asbestos as part of their job with one respiratory examination, consistent with Federal law.

**ARTICLE 20 - BILINGUAL PAY**

- A. Employees may be eligible to receive bilingual pay of seventy-five dollars (\$75.00) per month under guidelines established in the Bilingual Incentive Program provisions of the City's Manual of Personnel Rules, Practices and Procedures.
- B. Upon request of an employee, the department head will determine if a need exists for bilingual skills in the employee's assignment and will determine whether to recommend the employee for bilingual testing and pay. Employees recommended will comply with the City's bilingual policy.
- C. The parties agree that to the extent permitted by law, bilingual pay is special compensation and shall be reported to CalPERS as such, pursuant to Title 2 CCR Section 571(a)(4) Special Assignment Pay, as bilingual premium.

#### **ARTICLE 21 - RETIREMENT**

- A. Retirement benefits shall be provided as currently specified under the City of Pasadena's Contract with the Public Employees' Retirement System.
- B. Unit members employed by the City of Pasadena on or before December 31, 2012 and employees hired on or after January 1, 2013 who are not defined as "new members" by the Public Employees' Pension Reform Act of 2013 (PEPRA) are provided the following retirement benefits:
  - 1. Miscellaneous 2.5% @ 55 benefit formula.
  - 2. Final compensation based upon the highest annual average compensation earnable during the thirty-six (36) months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  - 3. Employees pay the eight percent (8%) employee/member contribution on a pre-tax basis.
  - 4. Effective in the pay period following City Council approval of this MOU, employees in the bargaining unit, in addition to the eight percent (8%) of compensation earnable employee-paid member contribution noted above, employees shall pay an additional one percent (1%) of compensation earnable of the required Employer contribution as cost sharing in accordance with Government Code section 20516(f).

Effective on the beginning of the pay period which includes July 1, 2018, these employees shall pay an additional one percent (1%) of compensation earnable of the required Employer contribution as cost sharing in accordance with Government Code section 20516(f). Thus, on this date, these employees shall pay the full eight percent (8%) of compensation earnable member

contribution and two percent (2%) of compensation earnable of the required Employer contribution as cost sharing for a total of ten percent (10%) of compensation earnable for retirement contributions. If, at any time in the future, the Union informs the City that it no longer agrees to this cost sharing agreement, effective on the date of the elimination of the cost sharing (which would need to coincide with the expiration date of the MOU) these employees' base salary would be reduced by two percent (2%).

- C. Unit members hired on or after January 1, 2013 who are "new members" as defined by the PEPRRA are provided the following retirement benefits:
  - 1. Miscellaneous 2% @ 62 benefit formula.
  - 2. Final compensation based upon the highest annual average compensation earnable during the thirty-six (36) months of employment immediately preceding the effective date of his/her retirement or some other period designated by the retiring employee.
  - 3. Employees will pay one-half (½) of the total normal cost.
- D. The City contracts for the following optional benefits which apply to all miscellaneous employees:
  - 1. 1959 Survivor Benefit Level 4 (Section 21574)
  - 2. Pre-Retirement Option 2W Death Benefit (Section 21548)
  - 3. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
  - 4. \$500 Retired Death Benefit (Section 21620)
  - 5. 2% Annual Cost of Living Allowance Increase (Section 21329)
  - 6. Unused Sick Leave Credit (Section 20965)
  - 7. Military Service Credit (Section 21024)

**ARTICLE 22 - PROBATIONARY PERIOD AND ADVANCEMENT THROUGH THE SALARY RANGE**

A. Probationary Period

The probationary period for employees hired into classification in the unit is twelve (12) months.

B. Advancement through salary range

- 1. Employees hired at or promoted to Step 1 are eligible for advancement to Step 2 after successful completion of six (6) months of service based on satisfactory job performance.



2. Movement to additional Steps (3-5) shall be based on satisfactory job performance and shall be reviewed in the following time intervals:
  - a. Step 3 – six (6) months after the Step 2 increase
  - b. Step 4 – one (1) year after the Step 3 increase
  - c. Step 5 – one (1) year after the Step 4 increase
- C. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher salary schedule, he/she shall advance to the lowest step in such higher salary schedule that will provide an amount equal to or nearest to a one-step increase in compensation. The one-step increase will be measured by the compensation schedule from which the employee is being promoted.
- D. Notwithstanding anything in this section, the City Manager at his/her discretion may approve a promotion at a higher step within the schedule.

#### **ARTICLE 23 - TEMPORARY/OUT OF CLASS ASSIGNMENT**

- A. When an employee is assigned by his/her supervisor or manager on a temporary basis to the duties of an unfilled higher level position, and such employee assumes the full duties and responsibilities of that position for a minimum of one (1) full day, such employee shall be compensated from the first day of the temporary appointment with five and one half percent (5.5%) acting pay.
- B. When there is a current eligibility list, the employee selected for the assignment will be from that list whenever possible. Whenever possible, temporary assignments will be rotated among qualified employees such that no one (1) employee holds the temporary assignment for longer than six (6) months except for relief operator assignments which shall be for twelve (12) months (or longer upon mutual agreement). Special project assignments may, at the discretion of management, last longer, or for the duration of the project.
- C. The parties agree that to the extent permitted by law, temporary out of class pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay.

#### **ARTICLE 24 - PAYROLL DEDUCTIONS AND DUES**

- A. The City will deduct the regular dues of employee members of the Union for each employee who provides a signed written authorization. The dues deduction authorization may be canceled and the dues deduction discontinued at any time by the employee upon written notice to the Human Resources Department and the Union. The Union shall indemnify, defend, and hold the City of Pasadena, its officers and employees, harmless against any claims made and against any suit

instituted against the City on account of deduction of union dues.

- B. The recognized employee organization shall comply with the dues deduction requirements of the City of Pasadena.

## **ARTICLE 25 - DISCIPLINE**

The City may take disciplinary action for cause. Disciplinary actions shall include only the following: oral and written reprimands, suspension, demotion and termination. These actions are subject to the employee's right to grieve.

## **ARTICLE 26 - GRIEVANCE**

### **A. Definitions**

- 1. Grievance - a dispute between an employee(s) or the Union and the City regarding an interpretation or application of the MOU or of the rules and regulations governing conditions of employment.
- 2. Employee – a bargaining unit member.

### **B. Guidelines**

- 1. An employee may file a grievance without jeopardizing the employee's employment. The Union may also file a grievance.
- 2. An employee may select one (1) of the following methods of representation. The employee may:
  - a. Be self-represented
  - b. Be represented by another person
  - c. Be represented by the Union
- 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 representative shall be governed by this MOU.
  - a. The representative shall be entitled to:
    - i. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
    - ii. A copy of any written decisions or communications to the employee concerning the grievance proceedings.

4. A grievance may be initiated by the employee concerned or the Union.
5. 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 (including through his/her representative) or the Union 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.
6. 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 both in the 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 under Article 25, Section B.3), upon notification to the immediate supervisor, the employee may be assisted by a representative in presenting the grievance.
  - b. The immediate supervisor shall make whatever investigation deemed necessary and shall arrange a meeting with the employee to discuss the grievance and, if possible, resolve it. The supervisor shall give an answer to the employee within fourteen (14) calendar days following the oral presentation of the grievance. 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 a grievance form to the department head, within fourteen (14) calendar days following receipt of the immediate supervisor's decision at Step 1. The Union may file a grievance on the

employee's behalf by completing the grievance form and submitting it to the department head or Human Resources within fourteen (14) working days of the step one decision.

- 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(s) and/or union representative.
- c. The department head and the Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the employee(s) and his/her appropriate representative. A decision, in writing, shall be given to the employee within fourteen (14) calendar days following the receipt of the written appeal or conclusion of the appeal meeting whichever is later.
- d. If the written response is not provided within fourteen (14) workdays of the Step 2 meeting than the grievant may appeal to Step 3 unless the reason the response has not been provided is because information requested from the grievant or Union has not been provided. In that situation, the response is not due until after the decision maker is provided with the requested information.
- e. If the employee is not satisfied with the Step 2 decision upon indicating areas of specific disagreement, appeal of the grievance to Advisory Arbitration for resolution may be made, except in the case of appeal of an oral reprimand, in which case Step 2 shall constitute the final appeal.

D. Advisory Arbitration

- 1. Except in the case stated above, if the grievance has been properly processed and is not satisfactorily resolved at Step 2, the Union may appeal the grievance to arbitration. The appeal shall be in writing; shall be signed by the authorized Union representative, or by the appropriate representative of the City, and shall be submitted to the other party within fourteen (14) calendar days of the written decision at Step 2.
- 2. The parties shall request that the Public Employment Relations Board (or other mutually agreeable entity) submit a list of seven (7) persons qualified to act as arbitrators.
- 3. Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list of arbitrators (the right to strike the first name to be determined by flipping a coin) until one (1) name remains, and that person shall be the arbitrator.

4. The Arbitrator shall hold a hearing on the issue, or issues submitted. The Arbitrator shall not hear witnesses without the presence of both parties. He/she shall render a written opinion within thirty (30) calendar days following the closing of the hearing unless the period has been mutually extended in writing. The opinion, shall be advisory only, shall not be binding on either party, and shall be limited to the issue, or issues, presented (or mutually agreed upon) to the Arbitrator. The opinion shall be sent to the City Manager or designee, with a copy to the employee.
5. Within thirty five (35) calendar days following receipt of the advisory opinion, the City Manager or designee shall advise the employee by letter whether or not he/she intends to take any further action regarding the issue, or issues, referred to in the arbitrator's advisory opinion. He/she may affirm, modify or reject the advisory recommendation. A copy of the City Manager's or designee's letter will be sent to the employee and Union. If the matter involves discipline, the employee will be advised of his/her right to appeal the decision of the City Manager or designee in accordance with Code of Civil Procedure section 1094.5.
6. 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.

#### **ARTICLE 27 - ALTERNATIVES TO LAYOFF**

If, during the term of this MOU, the City determines that work force reductions are necessary, the City shall, together with the Union, explore the following options prior to utilization of the layoff procedure.

1. Utilize normal attrition;
2. Offer voluntary retirement and buyout packages, including those developed by the Water & Power Labor-Management Committee. Voluntary retirement severance packages may include, but are not limited to, early retirement incentives, lump sum severance payments, and reimbursement for educational expenses.
3. After completion of the processes set forth above, the City may layoff employees in accordance with the layoff procedure set forth below.
4. Give appropriate notice to the Union of pending layoffs and meet and confer on the impact of layoffs. Included in this process shall be exploration of further alternatives to layoffs.

#### **ARTICLE 28 - LAYOFF**

A. Definition

Layoff is defined as any involuntary separation because the City eliminates a job without prejudice to the incumbent.

B. Authority

The City Manager shall have the authority to eliminate positions within any department because of curtailment of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

C. Policy

1. The City will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of the reduction of the work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees, regardless of departmental jurisdiction. An employee may be offered a transfer or demotion within the City's discretion.
2. Employees with two (2) or less years in their classification series have the right to return to their prior classification series by bumping a less senior employee in the series. At two (2) years, bumping rights into the employee's prior classification series expire.
3. Layoffs will be based upon seniority in a classification.
4. Departments which anticipate a possible reduction in staff because of the acquisition of new equipment, change in procedures, or for any other reason, shall notify the Human Resources Department and the affected employee as soon as possible in order that appropriate procedures may be initiated.
5. Employees for whom a layoff appears imminent shall be placed upon a retention list for that class. All vacancies within that class shall be filled from the retention list prior to using the regular eligible or rehire lists. The conditions applying to this list shall be as follows:
  - a. Based upon seniority in their present class, employees will have the right to transfer to any vacant position in the same class within their department.
  - b. If qualified, employees shall have a right to a demotion to another classification in their own department if a vacancy exists.

- c. If any employees cannot be placed under the provisions of Paragraphs a and b above, such employees may be considered by other departments as follows:
  - i. The employee is physically able to perform the required duties.
  - ii. The position is not one of greater supervisory responsibility and is compensated at a rate equal to or less than the employee's present rate.
  - iii. The employee meets the minimum qualifications and physical standards of the position
- 6. Departments, other than the one in which the particular layoff occurred, are not obligated to accept the laid off employee.
- 7. Employees transferred to a new position in the same class shall receive the same salary step and retain the same anniversary date as in their previous position.
- 8. Employees who, in order to avoid being laid off, accept voluntary demotion (if offered) 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 (if offered) shall be eligible at any time for reappointment to their previous classification on the basis of seniority when openings occur in the department (in the classification from which they were laid off) where the layoff occurred. Rejection of a reappointment offer shall terminate eligibility for future consideration.
- 10. Employees who are subject to impending layoff may not be transferred to a vacant position with a higher salary range except through participation in the normal examination and selection procedures, as established by the Human Resources Department.
- 11. Employees who cannot be placed, and must be laid off, shall have their names placed on a reemployment list and shall be eligible as follows:
  - a. To compete in promotional examinations for which they are qualified for a period of twelve (12) months.
  - b. To hold reemployment rights for a period of twelve (12) months and

be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.

12. Employees laid off pursuant to this Section shall be entitled to one (1) month's salary for each year of City service not to exceed six (6) months' pay.
  - a. 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 benefit.
  - b. Employee must have completed at least one (1) year of service before being entitled to this benefit.
  - c. Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
    - i. 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.
    - ii. The employee may remain in a layoff status for a maximum of twelve (12) months. If the employee is recalled during this time, reinstatement will be made and all rights and benefits will be restored as a regular employee 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.
    - iii. The laid off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, per the provisions of this MOU, at any time during the layoff period. Such payment will be made in one sum and will be independent of any severance pay received.
    - iv. Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin accumulating again the claimed benefit(s) on the date that they report back to work.
    - v. Laid-off employees who are not recalled within the twelve (12) month period will be completely separated from the City service and will automatically receive payment for any



accumulated vacation or sick leave which has not been previously claimed.

- vi. The employee shall have the option to make the total premium payment so that the above listed insurance programs may remain in full force and effect during the period of the layoff not to exceed twelve (12) months.
  - d. In the event of death of an employee while receiving severance pay, such payment(s) shall cease.
  - e. Employees laid off and given an opportunity to return to their job classification shall be allowed a maximum of fourteen (14) calendar days after such notification to make themselves available to return. If an employee refuses such an opportunity for reemployment, the employee will lose any remaining severance pay entitlement and will be removed from the reemployment list.
  - f. Severance benefit payments shall cease when the laid off employee returns to work with the City or obtains another full-time position.
    - i. Provisions of this Section pertaining to severance pay shall not apply to those employees whose layoff was necessitated by the City's inability to meet payroll, or to secure continued financing of projects supported by other agencies.
13. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
14. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
15. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

D. Procedure

- 1. Notice: Each affected employee shall receive written notice from the City specifying the exact date when the layoff is to be effective; and at least two (2) weeks' notice shall be given.
  - a. The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.
- 2. Recall List: The Human Resources Department will automatically establish

a recall list for a period of twelve (12) months.

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

#### **ARTICLE 29 - WORK SCHEDULES AND WORKWEEKS**

- A. Work schedules are defined as an employee's normally assigned hours of the day, days per week and the employee's shift rotation schedule.
- B. The standard workweek is Monday, 12:00 a.m., through Sunday, at 11:59 p.m., except that employees may also be assigned to a workweek of Sunday at 12:00 a.m. through Saturday at 11:59 p.m. For employees assigned the 9/80 work schedule, their workweek for purposes of calculating overtime shall begin exactly four (4) hours after the start time of their eight (8) hour workday on the day of the week which constitutes their alternating regular day off. Whatever the employee's workweek is for purposes of calculating time work, the employee's regular work hours will be forty (40) hours per week.
- C. Twelve (12) Hour Work Schedule: Effective on the first day of the pay period that includes January 1, 2018, a pilot program of twelve (12) hour shifts for employees in the following classifications: Power Plant Shift Supervisor, Power Plant Control Operator and Power Plant Operator. There will be five (5) work shifts which includes one (1) relief shift. Employees (except for the relief shift) will work three (3) twelve (12) hour shifts and one (1) four (4) hour shift per seven (7) day FLSA workweek. Employees on the relief shift will be scheduled eight (8) hours a day, five (5) days a week, unless filling in for an employee on the twelve (12) hour shift. Regardless, regularly scheduled hours for the relief shift will be forty (40) hours in the defined FLSA workweek. Overtime hours will be paid according to the overtime provisions in this MOU in Article 12.
- D. Shift employees are defined as those employees assigned to a regular shift on a twenty-four (24) hour, seven (7) days per week basis.
- E. The normal work schedules showing employee's shifts, workdays and hours, shall be posted on the bulletin board at least fourteen (14) calendar days prior to their effective date.
- F. Changes in normal work schedules shall not be made arbitrarily but to meet the operational needs of the Department or for other legitimate reasons. Whenever

possible, at least ten (10) calendar days' notice will be provided to employees affected by a change in the normal work schedule. Notice of change(s) affecting individual employees shall be made as far in advance as circumstances permit.

- G. Shift employees are permitted to eat a meal during the work shift. Meal time during an employee's shift shall be taken when conditions permit and the meal shall be consumed at the employee's assigned work station.

9/80 scheduled employees are entitled to an unpaid meal period of at least thirty (30) minutes during their workday. Such employees must take their meal break, which shall commence no earlier than three (3) hours and no later than five (5) hours from the start of their workday.

- H. No employee shall leave his assigned shift until relieved unless otherwise directed by the appropriate authority.

- I. Employees assigned as "Relief Operators" will normally work on a Monday through Friday work schedule. However, "Relief Operators" may be assigned to work any forty (40) hour work schedule during the workweek.

- 1. "Relief Operators," when not actually assigned to a shift, may be assigned to a variety of Maintenance and Operational projects.

- J. During periods of major outages (of equipment) extending beyond one (1) month, Operations crew assigned to work with Maintenance crew shall be assigned the same 9/80 work schedule as Maintenance crew.

- K. Shift Trading

Employees in the classifications of Power Plant Shift Supervisor, Power Plant Control Operator and Power Plant Operator have the right to trade shifts with their colleagues within the same classification by giving three (3) calendar days' notice subject to the following conditions:

- 1. Both employees agree to the shift trade voluntarily.
  - 2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
  - 3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his/her time sheet.
  - 4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same

calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two (2) employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her sick leave (or other accrued leave if sick leave bank is zero) deducted.

### **ARTICLE 30 - SAFETY**

- A. It shall be the responsibility of the City to administer the Safety Program and to make every reasonable effort that safety rules are carried out by all employees, in order to provide and maintain a safe place of employment. It shall be the responsibility of the employees to make every reasonable effort to ensure that they act in a safe manner. The Union will cooperate by encouraging all members covered by this Agreement to perform their work in a safe manner.
- B. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions and to report any unsafe practices or conditions to their immediate supervisor.
- C. Should a dispute arise over the application or interpretation of a safety rule, such dispute shall be resolved by use of the grievance procedure with the option for management to engage the services of a qualified safety consultant. However, nothing in this MOU shall prohibit the employee or the Union from exercising their rights to take any safety issue to the appropriate State or Federal agency, once the City has had a reasonable opportunity to correct the problem.

### **ARTICLE 31 - WELLNESS AND DRUGS/ALCOHOL**

- A. The parties agree that the health, welfare, and safety of employees in the unit are a primary concern. Therefore, employees are encouraged to participate in Wellness programs provided by the City. Further, employees shall not report for work under the influence of drugs or alcohol, or possess alcohol or illegal substances while at work. "Under the influence of drugs or alcohol" means the excessive use of alcohol, the use of 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. The parties agree to take necessary steps to fulfill these responsibilities and minimize potential dangers.
- B. Without detracting from the rights and obligations recognized above, the City and Union agree to cooperate in encouraging employees affected with the condition of alcohol or drug abuse to undergo a program directed to the objective of their rehabilitation.

- C. All employees are subject to the Alcohol and Drug Abuse Policy attached as Exhibit II to this MOU.

**ARTICLE 32 - TRANSPORTATION DEMAND MANAGEMENT PROGRAM**

Unit employees represented by the Union who are assigned to the power plant (which is exempted from AQMD trip reduction requirements by regulation) will not participate in the City's PRIDEShare Program. This exemption is due to all of the following: (1) continuous rotating shift operation, (2) number of unit employees (less than 50), and (3) non-use of City funded parking structures in the Civic Center area.

**ARTICLE 33 - NO SMOKING**

All employees must comply with the City's No Smoking Policy.

**ARTICLE 34 - MILEAGE**

The City will provide reimbursement to employees for use of their personal vehicle for authorized work-related travel. Such reimbursement shall be equal to the rate allowed for tax deduction by the Internal Revenue Service for employee business expenses not reimbursed for the applicable calendar year.

**ARTICLE 35 - APPRENTICESHIP & TRAINING PROGRAM**

- A. The City and the Southern California Operating and Maintenance Engineers Apprenticeship and Training Trust Fund ("Apprenticeship Training Trust Fund") agree to enter into a contract for apprenticeship and journeyman training. City employees enrolled in the Operating and Maintenance Engineers Apprenticeship Program ("Apprenticeship Program") will receive training and classroom instruction as specified in the Apprenticeship curriculum of the Apprenticeship Program.
- B. Each fiscal year, during which there are Apprentices working in the unit, the contract amount shall not exceed two hundred and twenty-five dollars (\$225.00) per year per journeyman based on the number of journey level Power Plant employees in the bargaining unit. In consideration, the City shall be provided with at least six (6) Apprentice training slots and as many journeyman training slots as are available, on a first come first serve basis.
- C. The parties agree that the City will determine the number of Apprentices it desires to employ.
- D. The Union will make a good faith effort to work with the City to upgrade the training program, and seek any economic support that may be available through other sources.

This MOU represents the full and complete understanding between the parties. The parties hereto have caused this MOU to be executed this day of October 25, 2021.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 501


CITY OF PASADENA

\_\_\_\_\_  
Thomas O'Mahar  
President

\_\_\_\_\_  
Steven Mermell  
City Manager

\_\_\_\_\_  
Edward J. Curly  
Business Manager and International General  
Vice President

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

  
\_\_\_\_\_  
Gavin Koon  
Business Representative

\_\_\_\_\_  
Jaime Marie Arellano  
Senior Human Resources Analyst

\_\_\_\_\_  
Greg Stewart  
Chief Steward

\_\_\_\_\_  
Michael Paliwoda  
Senior Human Resources Analyst

\_\_\_\_\_  
Mardel Baldwin  
Union Steward

\_\_\_\_\_  
Leonard Samala  
Union Steward

\_\_\_\_\_  
Stefano Caterino  
Union Steward

**EXHIBIT I**  
**COMPENSATION SCHEDULE**

**Effective October 25, 2021, Following Council Approval:**

<b><u>Classification</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Control Room Operator	41.1604	43.1779	45.1252	47.0866	49.0620
Power Plant Mechanic	37.9664	39.7174	41.4687	43.2759	45.0972
Power Plant Operator	37.9664	39.7174	41.4687	43.2759	45.0972
Power Plant Shift Supervisor	48.5296	51.5558	54.6097	57.6359	60.6619
Senior Power Plant Mechanic	42.4271	44.3991	46.3422	48.3867	50.4166
Power Plant Apprentice:					
Entry level	60% of Power Plant Operator Step 1				22.7797
Upon successful completion of Semester 1	65% of Power Plant Operator Step 1				24.6780
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1				26.5764
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1				28.4747
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1				30.3730
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1				32.2714
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1				34.1697
Upon successful completion of Semester 7	95% of Power Plant Operator Step 1				36.0680
Upon successful completion of Semester 8	100% of Power Plant Operator Step 1				37.9664

**Effective October 10, 2022:**

<b><u>Classification</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Control Room Operator	41.5720	43.6097	45.5765	47.5575	49.5526
Power Plant Mechanic	38.3461	40.1146	41.8834	43.7087	45.5482
Power Plant Operator	38.3461	40.1146	41.8834	43.7087	45.5482
Power Plant Shift Supervisor	49.0149	52.0714	55.1558	58.2123	61.2685
Senior Power Plant Mechanic	42.8514	44.8431	46.8056	48.8706	50.9208
Power Plant Apprentice:					
Entry level	60% of Power Plant Operator Step 1				23.0076
Upon successful completion of Semester 1	65% of Power Plant Operator Step 1				24.9248
Upon successful completion of Semester 2	70% of Power Plant Operator Step 1				26.8422
Upon successful completion of Semester 3	75% of Power Plant Operator Step 1				28.7595
Upon successful completion of Semester 4	80% of Power Plant Operator Step 1				30.6768
Upon successful completion of Semester 5	85% of Power Plant Operator Step 1				32.5942
Upon successful completion of Semester 6	90% of Power Plant Operator Step 1				34.5114
Upon successful completion of Semester 7	95% of Power Plant Operator Step 1				36.4287
Upon successful completion of Semester 8	100% of Power Plant Operator Step 1				38.3461



## EXHIBIT II

### ALCOHOL AND DRUG ABUSE POLICY

#### A. 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) eliminate substance abuse and its effects in the workplace, and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

#### B. POLICY

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, while on duty, or before reporting for duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person nor have their ability to work impaired as a result of the use of alcohol or any drugs substances.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, such as desks, file cabinets, City vehicles, etc., otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City, such as lockers assigned exclusively for the employee's personal use.

Employees reasonably believed to be under the influence of alcohol or drugs (the use of alcohol or any illegal substance or use of a prescribed drug in a manner and to a degree that causes any impairment in the employee's work performance or the ability to use City property or equipment safely) shall be prevented from engaging in further work and may be ordered to submit to a drug and/or alcohol test and shall, for safety purposes be provided transportation from the work site, whether that is to a drug and/or alcohol test or if no test is administered, to the employees' residence or other similar location.

**C. APPLICATION**

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

**D. EMPLOYEE RESPONSIBILITIES**

An employee must:

1. Refrain from the use of, or possession of, illegal drugs or substances while on duty or off duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use (whether legal or illegal);
3. Not possess or use alcohol during working hours, when there is a reasonable expectation of being called to duty, when on breaks, during meal periods or at anytime while on City property;
4. Not possess or use illegal drugs or substances or prescription drugs without a prescription;
5. Not directly or through a third party sell or provide illegal drugs or substances to any person, including any employee, while either employee or both employees are on duty or off duty;
6. Submit immediately to a urine, breath or blood test, or other test as deemed appropriate, when ordered by a supervisor or manager who has reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol;
7. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;
8. Provide within twenty-four (24) hours of request or as soon as reasonably possible bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name; and
9. Report to the supervisor or take other appropriate action when it is believed other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

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

**E. MANAGEMENT RESPONSIBILITIES AND GUIDELINES**

1. Managers and supervisors are responsible for reasonable enforcement of this policy, and for the administration of discipline as deemed appropriate.
2. Managers and supervisors may request and, if necessary, subsequently order that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

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

- a. Slurred speech;
  - b. Odor of an alcoholic beverage on breath;
  - c. Unsteady walking and movement;
  - d. An accident involving the employee and/or equipment or property where the cause may be symptomatic of suspected use;
  - e. Physical altercation;
  - f. Verbal altercation;
  - g. Unusual behavior where the cause may be symptomatic of suspected use;
  - h. Possession of alcohol or drugs; or
  - i. Information obtained from a reliable person with personal knowledge. The supervisor shall make reasonable attempts to verify or corroborate such information prior to requesting or ordering an employee to submit to a drug test.
3. Any manager or supervisor requesting or ordering an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in questions is intoxicated or under the influence of drugs. Whenever possible the manager or supervisor who has the reasonable suspicion will ask a witness to observe the employee as well.
  4. If the manager or supervisor reasonably believes that an employee is under the influence, and wants to talk to the employee before sending him/her to a test, the

employee shall be advised of his/her right to representation. Upon the employee's request for representation, any interrogation or testing shall cease until representation is present, unless representation is not available within thirty (30) minutes. However, if based on the reasonable suspicion, the manager or supervisor wants to send the employee to the test without interrogating the employee, he/she may do so.

5. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis shall remind the employee that failure to comply is insubordination and will result in disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the manager or supervisor shall, for safety purposes, provide the employee transportation from the work site to the collection facility to submit to the test.
6. Managers and supervisors shall not physically search the person or employees, nor shall they search the personal possession of employees without the consent of the employee.
7. Managers and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession, or when the supervisor is unable to reasonable control a situation where the employee poses a potential liability to himself/herself, or others.

**F. PHYSICAL EXAMINATION AND PROCEDURE**

The urine, breath, blood, or other appropriate test (as determined by the lab) may test for any substances which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

**G. CONSEQUENCES OF FAILING DRUG AND/OR ALCOHOL ANALYSIS**

1. All testing shall be conducted by a laboratory certified by the National Institute on Drug Abuse and licensed by the State of California. Such laboratory shall perform such quality measures as will ensure the accuracy of the results it reports, including split of samples.
2. A positive result with confirmation from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.
3. If the drug screen is positive, the employee must provide within twenty-four (24) hours of request or as soon as reasonably possible bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide

acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action up to, and including discharge.

4. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable discipline procedures.
5. Any employee who tests positive for drugs and/or alcohol is subject to follow-up random testing over the twelve (12) month period following the positive test. There will be at least two random follow-up tests during the twelve (12) month period.

#### **H. CONFIDENTIALITY**

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Director of Human Resources. The reports or test 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 a formal dispute between the Employer and employee; (3) the information is to be used in administering an employee benefit plan; and (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.