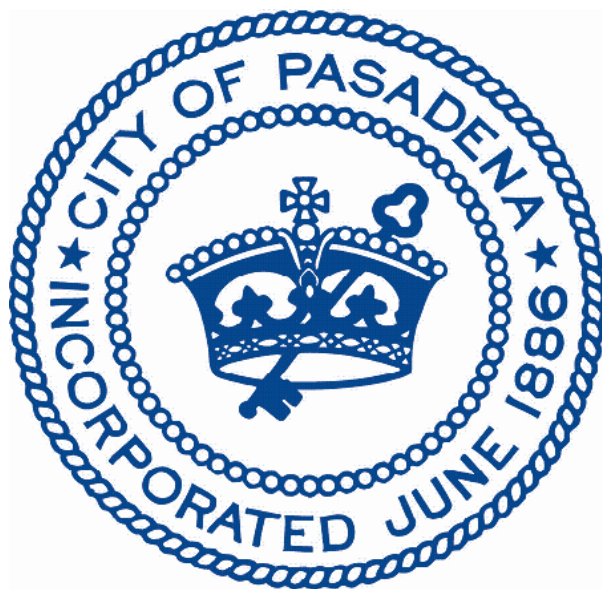


City of Pasadena



Memorandum of Understanding

**Between City of Pasadena
And
Pasadena Police Lieutenants Association**

Term

July 1, 2024 – June 30, 2028

(Amended July 13, 2026)

Table of Contents

Chapter 1 – GENERAL PROVISIONS.....	1
Article 1 – Preamble.....	1
Article 2 – Recognition	1
Article 3 – Term	1
Article 4 – Savings Clause	1
Article 5 – Modification Clause.....	1
Chapter 2 – COMPENSATION	2
Article 6 – Salary	2
Section 6.1 - Base Salary	2
Section 6.2 - Movement on the Salary Step Schedule	2
Section 6.3 – Salary Step Placement Upon Promotion	3
Article 7 – Additional Pays.....	3
Section 7.1 – Helicopter Pilot Pay	3
Section 7.2 – Bilingual Pay	3
Section 7.3 – Temporary Upgrade Pay (Acting Assignments)	3
Section 7.4 – Education Incentive Pay - Police Department POST Management Certificate Pay	4
Section 7.5 - Movie Details	4
Article 8 – Deferred Compensation.....	4
Article 9 – Overtime	4
Section 9.1 – Earning Overtime	4
Section 9.2 – Rose Bowl Event Pay	5
Section 9.3 – Additional Overtime	5
Section 9.4 - Cash Out of Compensatory Time Upon Becoming a Police Lieutenant.....	6
Chapter 3 – WORKING CONDITIONS	6
Article 10 – Work Schedules, Hours of Work & Partial Day Absences	6
Section 10.1 – Work Schedules - While In Current Assignment	6
Section 10.2 –Transfers	6
Section 10.3 - Hours of Work	6
Section 10.4 – Partial Day Absences.....	6
Article 11 – Probationary Period.....	7

Article 12 – Meal Periods	7
Chapter 4 – BENEFITS	7
Article 13 – Life Insurance	7
Article 14 – Dental Plan.....	7
Article 15 – Vision Care	7
Article 16 – Health Insurance/Employee Option Benefit Fund (EOBF)	8
Article 17 – Retirement	9
Section 17.1 – Retirement Benefits	9
Section 17.2 – Retiree Medical Trust Fund	10
Article 18 – Short-Term and Long-Term Disability	10
Article 19 – Tuition Reimbursement	11
Article 20 – Professional/ Personal Allowance	11
Article 21 – Transportation.....	11
Section 21.1 – Auto Allowance	11
Section 21.2 – City Provided Vehicle	11
Section 21.3 – Mileage Reimbursement	11
Article 22 – Prideshare Program	11
Article 23 – Cell Phone/Smart Phone	12
Article 24 – Annual Physical Examination	12
Article 25 – Uniform Allowance.....	12
Chapter 5 – LEAVES OF ABSENCE.....	12
Article 26 – Vacation	12
Section 26.1 – Vacation accrual and maximum.....	12
Section 26.2 – Use of Vacation.....	13
Section 26.3 – Cash Out of Vacation.....	13
Article 27 – Sick Leave	13
Section 27.1 - Sick Leave Accrual.....	13
Section 27.2 – Use of Sick Leave.....	13
Section 27.3 – Sick Leave at the End of Employment	14
Article 28 – Holidays	14
Article 29 – Management Time Off.....	15
Article 30 – Bereavement Leave	16
Article 31 – Jury Duty and Witness Leave.....	16

Section 31.1 – Jury Duty	16
Section 31.2 – Witness Leave	16
Article 32 – Military Leave	17
Article 33 – Pregnancy Disability and Parental Leave	17
Chapter 6 – EMPLOYER/EMPLOYEE RELATIONS.....	17
Article 34 - Management Rights	17
Article 35 – No Strike/Concerted Activities	18
Article 36 – Discipline.....	18
Section 36.1 – Discipline for Just Cause	18
Section 36.2 – Administrative Investigations.....	18
Section 36.3 - Skelly Meetings	20
Section 36.4 - Final Discipline and Appeal	21
Article 37 - Grievances	22
Section 37.1 – Definition of a Grievance.....	22
Section 37.2 – Representation during the Grievance Process.....	22
Section 37.3 – Steps of the Grievance Process.....	22
Article 38 – Layoff	24
Section 38.1 – Definition and Authority for a Layoff	24
Section 38.2 – Layoff Process	25
Section 38.3 – Layoff Procedure.....	27
APPENDIX A	31

Chapter 1 – GENERAL PROVISIONS

Article 1 – Preamble

The Pasadena Police Lieutenants Association (hereinafter “PPLA” or “Association”), a recognized employee organization, and the City of Pasadena, a Public Agency (hereinafter “City”) have met and conferred on the terms of this Memorandum of Understanding (MOU) and have reached an agreement.

During the term of this MOU, in light of the unique relationship between the PPOA and PPLA, Police Lieutenants shall receive any increase provided to Police Sergeants through negotiations with the PPOA to deferred compensation, retiree health, movie detail pay and/or bilingual pay. This provision sunsets on the last day of this MOU.

Article 2 – Recognition

In accordance with provisions of the Charter of the City of Pasadena, the Meyers-Milias-Brown Act of the State of California and provisions of Employer-Employee Relations Resolution No. 555, the City acknowledges the PPLA as the exclusive representative, including for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment, for all employees in the classification of Police Lieutenant.

Article 3 – Term

The term of this MOU shall be from July 1, 2024 through June 30, 2028.

Article 4 – Savings Clause

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

Article 5 – Modification Clause

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

Chapter 2 – COMPENSATION

Article 6 – Salary

Section 6.1 - Base Salary

The salary step schedules for Police Lieutenants are set forth in Exhibit A.

Effective the later of the pay period including July 1, 2024 or the first date of the pay period following Council approval of this MOU, Police Lieutenants will be placed on a step schedule that will be created as follows:

Each step below the control rate will be five percent (5%) below the next higher step.

Each Police Lieutenant will move to the step closest to, but not lower than three percent (3%) more than their existing base pay.

Following the above, a new control rate (top step) will be established for the step schedule. It shall be established at twenty-two percent (22%) higher than the sum of the following: 1) Police Sergeant top step base pay; 2) Police Sergeant Advanced POST – fourteen and one-half percent (14.5%); 3) Police Sergeant Supervisory POST - two and one-half percent (2.5%) with a \$300/month cap; 4) Police Sergeant special assignment pay of five percent (5%). This will result in the salary step schedule being increased (i.e., all steps) by 3.8128%.

During the term of this MOU, the parties agree that the control rate for the Police Lieutenant salary step schedule shall be maintained as follows: twenty-two percent (22%) higher than the sum of the following: 1) Police Sergeant top step base pay; 2) Police Sergeant Advanced POST; 3) Police Sergeant Supervisory POST; 4) The highest Police Sergeant special assignment pay (current or new) exclusive of Pilot Premium; 5) Longevity Pay; and 6) any new form of compensation (excluding Overtime, Benefits (as set forth in Article 18 of the PPOA MOU) and Leaves of Absence (as set forth in Article 17 of the PPOA MOU)) that impacts twenty-five percent (25%) or more of Police Sergeants' gross wages.

Section 6.2 - Movement on the Salary Step Schedule

Police Lieutenants are eligible for movement on the established salary step schedule during the annual performance evaluation process as determined by the Police Chief or designee. During the annual performance evaluation process, a Police Lieutenant demonstrating the ability to consistently meet expectations for the position which results in accomplishments achieved during the review period is eligible for a one step increase of five percent (5%) up to the top step.

Effective the later of July 1, 2024 or the first date of the pay period following Council approval of this MOU, Police Lieutenants shall receive their annual performance evaluations on their

anniversary date each year and are eligible for movement to the next step on the salary step schedule.

Section 6.3 – Salary Step Placement Upon Promotion

When an employee is promoted to PPLA, they shall be placed at step 2 on the salary step schedule. However, if an employee who is a top step Sergeant upon promotion to PPLA and was in an acting assignment for six (6) months or more at the time of promotion, they shall be placed at step 3 on the salary step schedule.

Article 7 – Additional Pays

Section 7.1 – Helicopter Pilot Pay

Police Lieutenants who possess a valid helicopter pilot's license and are routinely and consistently assigned to the Air Operations section receive four and one-half percent (4.5%) of the base pay of a top step Sergeant.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(4) and 571.1(b)(3) Special Assignment – Aircraft/Helicopter Pilot Premium. However, CalPERS makes the final determination on whether any pay is pensionable.

Section 7.2 – Bilingual Pay

Police Lieutenants who routinely and consistently use bilingual skills as part of their job duties and who pass the City's bilingual proficiency exam and if approved by the Police Chief or designee as working in a position where routine and consistent use of bilingual skills is part of their job, shall receive bilingual pay of one hundred and forty dollars (\$140) per month.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(4) and 571.1(b)(3) Special Assignment Pay – Bilingual Premium. However, CalPERS makes the final determination on whether any pay is pensionable.

Section 7.3 – Temporary Upgrade Pay (Acting Assignments)

Police Lieutenants may be assigned on a temporary basis to assume the full duties of a higher-level position when that position is temporarily vacant due to an extended leave of absence or scheduled to be filled following the completion of a recruitment process. Acting assignments will be filled in accordance with the Acting Assignments Policy located in the City's Manual of Personnel and Administrative Rules.

Employees assigned to an acting assignment will receive 5% of base pay as temporary upgrade pay effective the start of the pay period when the assignment begins.

To the extent permitted by law, this is special compensation for classic members only and shall be reported as such pursuant to Title 2 CCR Section 571(a)(3) Temporary Upgrade Pay as special compensation. However, CalPERS makes the final determination on whether any pay is pensionable.

Section 7.4 – Education Incentive Pay - Police Department POST Management Certificate Pay

Police Lieutenants who possess a POST Management certificate will receive additional compensation in the amount of 4.5% of base salary. Effective July 1, 2026, this pay will be increased to five percent (5.0%) of base pay. Effective July 1, 2027, this pay will be increased to five and one-half percent (5.5%) of base pay. The parties have determined that the POST Management certificate enhances an employee's ability to perform their duties.

To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(2) and 571.1(b)(2) Peace Officer Standard Training POST Certificate Pay. However, CalPERS makes the final determination on whether any pay is pensionable.

Section 7.5 - Movie Details

Police Lieutenants assigned to work Movie Details will be compensated at the hourly rates listed below. There will be a six (6)-hour minimum per assigned movie detail shift. This pay is not reportable to CalPERS as special compensation.

Effective 7/1/2024:

- Non-Supervisory: \$95 per hour
- Supervisory: \$115 per hour

Effective 7/1/2026:

- Non-Supervisory: \$115 per hour
- Supervisory: \$135 per hour

Article 8 – Deferred Compensation

Police Lieutenants may contribute any part of their salary to a deferred compensation account that has been set up by the City. Deferred compensation is entirely employee funded. Employees can contribute to their deferred compensation account up to the maximum permitted by law.

Article 9 – Overtime

Section 9.1 – Earning Overtime

Although Police Lieutenants are designated as exempt from overtime under the Fair Labor Standards Act overtime paid per this MOU (paid at time and one-half base pay) will be paid to Police Lieutenants when specifically authorized to work by the Police Chief or designee for the following circumstances:

1. Watch Commander Position Coverage
2. Third Party Funded Special Events
3. Grant Funded Overtime Events
4. Regional Task Forces
5. Foothill Air Support Details
6. SWAT Events
7. Crisis Negotiation Team Events
8. Major Accident Investigation Team and Criminal Investigations
9. New Years' Operations

The above list (as well as what is addressed in Section 9.2 and 9.3, below) is the exclusive list of circumstances when a Police Lieutenant can receive overtime paid per this MOU. Police Lieutenants shall be paid a minimum of two hours of overtime when the work performed is not contiguous with the employee's shift. A Police Lieutenant is deemed to be working when they report to work, except, however, if the Police Lieutenant was called back to work for the overtime event the time shall commence upon the employee receiving notice to report and shall end when the event concludes.

Lieutenants assigned to patrol who are required to attend a meeting(s) occurring outside of their regularly scheduled work hours may attend the meeting(s) virtually. The Police Chief or designee may require a Police Lieutenant assigned to patrol to attend a meeting(s) in person if there are operational reasons that necessitate it. Police Lieutenants will not be provided additional pay for attendance at these meetings. In the event take-home vehicles are provided to Lieutenants assigned to patrol, then those Lieutenants may be required to regularly attend in-person meetings occurring outside of their regularly scheduled work hours.

Section 9.2 – Rose Bowl Event Pay

Police Lieutenants who work a Rose Bowl event shall receive a four-hour minimum at time and one-half the employee's base hourly rate.

Should a Rose Bowl event be cancelled with less than 24 hours' notice, employees scheduled to work will be paid four hours of straight time at the base hourly rate.

Section 9.3 – Additional Overtime

The City Manager may, at their discretion and upon the request of the Police Chief, approve (in advance) overtime at straight time base pay or time and one-half base pay for Police Lieutenants. Overtime will only be considered due to significant staff shortages, the need for staffing due to

extraordinary circumstances, or to provide service to the public that requires mandatory staffing.

Section 9.4 - Cash Out of Compensatory Time Upon Becoming a Police Lieutenant

Prior to becoming a Police Lieutenant, any accrued and unused compensatory time off shall be cashed out at the regular rate of pay of the classification immediately prior to appointment as a Police Lieutenant. Police Lieutenants are not eligible to earn compensatory time off.

Chapter 3 – WORKING CONDITIONS

Article 10 – Work Schedules, Hours of Work & Partial Day Absences

Section 10.1 – Work Schedules - While in Current Assignment

Police Lieutenants are assigned to work a 4/10 work schedule. A Police Lieutenant's 4/10 work schedule (start time or days of the week) may be adjusted to meet operational needs by providing the employee and Association at least ten (10) days' advance notice. After the employee and Association are provided notice, the Association will have the right to meet (if requested) with the City representatives to consult over the schedule change. However, the City has the right to move forward with the schedule change at the end of the ten (10) day period, or earlier if agreed upon by the Association and the City.

4/10 schedule is four consecutive workdays of ten consecutive hours each, per work week. Employees working the 4/10 have an FLSA workweek designated as beginning at 12:00 a.m. on Monday through 11:59 p.m. Sunday.

Section 10.2 –Transfers

The parties agree that Police Lieutenants' transfers and change of schedules as a result of transfers shall be governed by Pasadena Police Department Policy Manual Policy 1005.

Section 10.3 - Hours of Work

Police Lieutenants are designated as exempt from overtime under the Fair Labor Standards Act. It is expected that employees work a minimum of forty hours per workweek and any additional hours that may be required to fulfill the responsibilities and work assignments of the position.

Section 10.4 – Partial Day Absences

The intent of the partial day absence rule is to allow for some flexibility for exempt employees, while still recognizing the principle of public accountability. Public accountability means that Police Lieutenants are expected to work their regular work schedule and should

not regularly be absent for less than three hours per day. If a Police Lieutenant needs to occasionally be absent for less than three hours on a working day, they will not have to use leave, but will be expected to complete their work.

Police Lieutenants who are absent from work for three hours or more of their regularly assigned work schedule are required to utilize appropriate accrued leave time to cover their absence. If accrued leave time is unavailable, the time will be recorded as leave without pay.

Police Lieutenants should be averaging at least forty hours a week of work, along with any additional hours that may be required to fulfill the responsibilities of the position.

Partial day absences are subject to Police Chief or designee approval whether use of leave time is required or not. The use of vacation, sick leave and Management Time off (MTO) require advance approval. Flexibility of a Police Lieutenant's employee's work hours may or may not be granted based on operational need including the need for supervisors to be available to supervise non-exempt staff and/or to provide service to the public and internal customers.

Article 11 – Probationary Period

The probationary period for a Police Lieutenant is twelve (12) months. A Lieutenant who is on an unpaid leave (or a paid leave except for vacation and MTO) for more than two (2) consecutive weeks during probation shall have their probation extended by the length of their leave.

Article 12 – Meal Periods

Police Lieutenants shall be entitled to a paid meal period of up to one (1) hour.

Chapter 4 – BENEFITS

Article 13 – Life Insurance

The City will provide life insurance and accidental death and dismemberment coverage in the amount of \$150,000 for each Police Lieutenant who works thirty (30) or more hours per week.

Article 14 – Dental Plan

The City will contribute 100% of the premium for the dependent level PPO Plan.

Article 15 – Vision Care

The City offers vision care plans for employees. Enrollment in vision care is optional and the premiums are paid entirely by the employee.

Article 16 – Health Insurance/Employee Option Benefit Fund (EOBF)

The City participates in the CalPERS Medical program (per the Public Employees Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes an Employee Option Benefit Fund (EOBF) allowance that is used to offset health premium costs and includes the statutory PEMHCA minimum (per Government Code section 22892).

Calendar Year 2026 (monthly):

Tier	Hired by the City prior to July 1, 2015	Hired by the City on or After July 1, 2015
Employee Only	\$1,329.64	\$917.92
Employee + 1	\$1,835.82	\$1,835.82
Employee + 2	\$2,386.58	\$2,386.58

For employees hired by the City on or before June 30, 2015, 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.

Employees hired by the City on or after July 1, 2015, will receive an EOBF allowance (which includes 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 (employee only, employee+1, employee+2).

Conditional Opt-Out Allowance: To the extent permitted by law, employees who elect to opt out of medical coverage offered by the City because they have provided proof of qualifying group medical coverage will receive an opt out allowance as listed below:

EOBF Opt-Out Allowance	
Employees Hired Prior to July 1, 2015	\$1,210.64
Employees Hired on or After July 1, 2015	\$400

The EOBF opt-out allowance shall be designated to the employee’s deferred compensation account. Employees may elect to have 65% of the EOBF Opt Out allowance paid as cash in lieu of depositing the total allowance to a deferred compensation account offered by the City.

Article 17 – Retirement

Section 17.1 – Retirement Benefits

Retirement benefits shall be provided pursuant to the City of Pasadena's contract with the California Public Employees' Retirement System (CalPERS) and in accordance with CalPERS regulations.

Police Lieutenants employed by the City of Pasadena on or before December 31, 2012 and unit members hired on or after January 1, 2013 who have less than a six month break in CalPERS covered service or who are members of an agency with reciprocity, are provided the following retirement benefits:

- i. Safety 3% @ 55 retirement formula (Section 21363.1)
- ii. Final Compensation Period – One Year (Section 20042)
- iii. Safety employees pay nine percent (9%) of the member contribution on a pre-tax basis.
- iv. In addition to the requisite member contribution, employees will contribute 1.5% of pensionable compensation toward retirement on a pre-tax basis as cost-sharing under Government Code 20516(f).

Individuals hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits:

- i. Safety 2.7% @ 57 retirement formula.
- ii. Final Compensation period - Three Years. Final compensation based upon the highest annual average compensation earnable during the 36 consecutive months of employment immediately preceding the effective date of their retirement or some other period designated by the retiring employee.

For the requisite member contribution, employees will pay one-half of the total normal cost toward retirement on a pre-tax basis. The normal cost is established by CalPERS on an annual basis and is subject to change. As of July 1, 2024, half of the normal cost is 13%.

The City contracts for the following optional benefits:

- 1. 1959 Survivor Benefit Level 4 (Section 21574)
- 2. Pre-Retirement Option 2W Death Benefit (Section 21548)
- 3. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)

4. Post Retirement Survivor Allowance (Section 21624/26/28)
5. Post-Retirement Survivor Allowance to Continue After Remarriage (Section 21635)
6. \$500 Retired Death Benefit (Section 21620)
7. 2% Annual Cost of Living Allowance Increase (Section 21329)
8. Unused Sick leave Credit (Section 20965)

Section 17.2 – Retiree Medical Trust Fund

The City shall contribute three percent (3%) of base pay for the purpose of contributing to a post-retirement medical fund. Employees who are members of the Public Safety Employees Benefits Trust and who are promoted to the rank of Police Lieutenant shall remain members in the trust as provided in plan documents.

The employees or their trust fund administrators shall be solely responsible for maintaining and allocating funds from the trust fund and shall indemnify and hold harmless the City from any of its actions or lack of actions in administering this fund.

Funds allocated to the medical trust shall be considered as salary for purposes of compensation comparisons.

Article 18 – Short-Term and Long-Term Disability

The City will provide a short-term disability plan with the following benefit provisions:

A thirty (30) calendar day elimination period.

The premium will be paid by the City.

The weekly benefit will be 66 2/3% of base wages up to a maximum of \$2,200 for a maximum of twenty-two (22) weeks.

The benefit is taxable.

Employees must use accrued sick leave prior to becoming eligible for benefits.

The City will provide a Long-Term Disability plan with an elimination period of one hundred and eighty days (180). The City will pay the premium of the basic long-term disability plan.

Police Lieutenants may elect to purchase (at their own expense) supplemental long-term disability coverage.

Article 19 – Tuition Reimbursement

Each Police Lieutenant may request Tuition Reimbursement pursuant to the City's Tuition Reimbursement Policy, up to \$5,000 per fiscal year.

Article 20 – Professional/ Personal Allowance

Police Lieutenants are eligible for an annual lump sum payment of \$1,000 included with the second paycheck in March. The allowance is provided as follows:

The allowance is designed for professional and/or personal development and may be used at the employees' discretion. This allowance is taxable and is not reportable to CalPERS as special compensation.

Article 21 – Transportation

Section 21.1 – Auto Allowance

Police Lieutenants who are not assigned a take-home vehicle will receive an auto allowance of \$500 per month (\$230.77 biweekly).

Section 21.2 – City Provided Vehicle

The Police Chief may authorize a City vehicle be issued to a Police Lieutenant in lieu of the auto allowance. Police Lieutenants who are issued City vehicles must comply with the City's vehicle policy. Police Lieutenants who are issued a City vehicle may not receive an auto allowance or mileage reimbursement at any time.

Section 21.3 – Mileage Reimbursement

Police Lieutenants who receive an auto allowance or who are unable to use a City issued vehicle for work purposes are eligible for mileage reimbursement for use of their personal vehicle for City travel (excluding home to work travel) pursuant to the City's policy on mileage reimbursement.

Article 22 – Prideshare Program

Police Lieutenants must participate in the Prideshare program as identified in the City's Personnel Manual of Policies and Procedures. Solo drivers are required to pay \$35 per month (\$17.50 per pay period). Non-Solo drivers have benefits provided per the policy. Police Lieutenants who follow the exceptions to the program (e.g., by using public transit or walking or riding a bicycle to work) do not have to pay the per month fee.

Article 23 – Cell Phone/Smart Phone

Police Lieutenants may be provided a city issued cell phone/smart phone or a stipend pursuant to Manual of Personnel & Administrative Rules.

Article 24 – Annual Physical Examination

Police Lieutenants are eligible for reimbursement of up to \$500 per calendar year for an annual physical examination by a medical physician. Reimbursement for a Computed Tomography (CT) or Electron Beam Tomography (EBT) scan may also qualify for reimbursement up to the \$500 annual maximum. Police Lieutenants must submit receipts of expenses on the Annual Physical Exam form no later than January 31st following the year in which the expense was incurred.

Article 25 – Uniform Allowance

The City shall provide a uniform allowance to Police Lieutenants who are required to wear a city uniform in the course of their employment as recommended by the Chief of Police and approved by the City Manager. The uniform allowance is one thousand dollars (\$1,000) per year. Employees are responsible for cleaning and maintaining the uniforms.

To the extent permitted by law, this uniform allowance is special compensation and shall be reported as such for classic members pursuant to Title 2 CCR, Section 571 (a)(5) Uniforms. However, it is CalPERS who makes the final determination on whether any pay is pensionable.

Chapter 5 – LEAVES OF ABSENCE

Article 26 – Vacation

Section 26.1 – Vacation accrual and maximum

Years of continuous service	Hours accrued per pay period	Annual Accrual	Vacation Maximum Accrual
Hire date to completion of five years	3.08	80 hours	160 hours
Six years – completion of 10 years	4.62	120 hours	240 hours
11 years	4.92	128 hours	256 hours
12 years	5.23	136 hours	272 hours
13 years	5.54	144 hours	288 hours
14 years	5.85	152 hours	304 hours
15 years	6.15	160 hours	320 hours

Upon reaching the maximum accrual, Police Lieutenants will cease earning vacation until use of vacation brings the accrual below the maximum. If a Police Lieutenant has requested to use vacation and the request has been denied resulting in the employee reaching their maximum, the Chief of Police may authorize a cash out of vacation up to a maximum of forty hours.

Section 26.2 – Use of Vacation

Vacation use is subject to Chief of Police or designee approval.

Section 26.3 – Cash Out of Vacation

By the last pay period of the calendar year with a pay date in the same calendar year (the first year being 2024), employees who used forty hours of accrued leave (e.g., vacation, floating holiday or management time off) in the calendar year may make an irrevocable election to cash out up to eighty (80) hours of vacation at their base hourly rate of pay that will be earned in the following calendar year.

The employee will be paid for the vacation hours (up to a maximum of eighty (80) hours) they irrevocably elected to cash out on the last pay date in December of the calendar year.

If an employee makes an irrevocable election to cash out vacation in the following calendar year and uses vacation in that subsequent year, the vacation used will come from vacation the employee had earned prior to January 1 of the year the employee has elected to cash out vacation. This is to ensure that assuming an employee had a vacation balance prior to January 1, the vacation used will not result in a reduction in the amount of vacation the employee will be eligible to cash out.

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

Article 27 – Sick Leave

Section 27.1 - Sick Leave Accrual

Police Lieutenants accrue on a per pay period basis, up to eighty (80) hours of sick leave per year (3.08 hours per pay period) up to a maximum of 2080 hours.

Section 27.2 – Use of Sick Leave

Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments.

Every Police Lieutenant who is unable to report to work for their scheduled shift because of a need to use sick leave, shall call, have someone call or text their supervisor preceding the time

they are scheduled to report to work to report the absence. If a Police Commander doesn't answer, a contact phone number shall be left as part of the message or text regarding the absence.

Each calendar year, employees may use up to one-half of their annual accrual (40 hours) for family sick leave purposes (for family members as identified in California Labor Code Section 245.5 – See below).

Police Lieutenants requesting to use sick leave for four consecutive business days or longer shall submit a signed verification of the need for absence due to illness/injury or the need to care for a family member. The verification must be provided by the personal physician, osteopath, chiropractor, or Christian Science practitioner attending to the employee and presented to the employees' supervisor before returning to work. For use of sick leave, family member is defined as: (1) a child - biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; (7) a sibling or (8) a designated person, which means a person identified by the employee at the time the employee requests paid sick days. An employee is permitted to identify one designated person per 12-month period for paid sick days.

Police Lieutenants who while on vacation become ill/injured and who provide a doctor's verification of illness/injury prior to returning to work that verifies that leave for injury or illness in excess of four days was required, may request that the vacation time be substituted with sick leave. Such requests are subject to approval by the Chief of Police.

Section 27.3 – Sick Leave at the End of Employment

Accrued and unused sick leave will not be cashed out upon separation from employment.

Police Lieutenants who retire from the City may convert up to 2080 hours of accrued and unused sick leave to CalPERS service credit, provided that the effective date of retirement from CalPERS is within 120 days of separation from the City.

Article 28 – Holidays

The following eleven days are the observed City holidays:

- a. January 1;
- b. The third Monday in January;
- c. February 12;
- d. the third Monday in February;
- e. the last Monday in May;

- f. July 4;
- g. The first Monday in September;
- h. November 11;
- i. The fourth Thursday in November;
- j. The day following the fourth Thursday in November; and
- k. December 25

The City will recognize March 31 and June 19 as City holidays upon agreement with all bargaining groups. Simultaneously, Lincoln's Birthday (February 12) and Washington's Birthday will be combined and observed as President's Day (third Monday in February).

Holidays have a value equal to the regularly scheduled hours of work on the day the holiday is observed.

Due to the operational scheduling needs of the Police Department, Police Lieutenants receive pay (in lieu of time off) at the base hourly rate of pay for their regularly scheduled hours for each of the eleven City designated holidays during the pay period in which the holiday is observed. To the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(5) and 571.1(b)(4) Holiday Pay. However, CalPERS makes the final determination on whether any pay is pensionable.

Police Lieutenants will receive ten (10) floating holiday hours with the pay period that includes January 1st of each calendar year. Floating holiday accrual is capped at sixty (60) hours. Should an individual be at the accrual maximum, no additional floating holiday hours will be granted until such time as the accrual is below sixty (60) hours.

At the time of separation from employment, earned but unused holiday hours will be paid to each Police Lieutenant with the final paycheck at the Police Lieutenants base hourly rate of pay.

Article 29 – Management Time Off

Police Lieutenants shall receive forty (40) hours of Management Time off (MTO) with the pay period that includes January 1st of each calendar year. The Chief of Police may grant additional MTO hours up to a maximum of forty (40) hours in a calendar year. Additional MTO hours granted over 18 hours will require approval from Human Resources and City Manager or Assistant City Manager. MTO hours cannot exceed eighty (80) hours. Upon reaching the maximum of eighty hours, no additional MTO may be granted. MTO hours may be used in hourly increments. At the time of separation, earned but unused MTO hours will be paid with the final paycheck at the employee's hourly base rate of pay.

New Police Lieutenants and/or those promoted to Police Lieutenant will receive an initial pro-rated amount of MTO based on date of hire as follows:

- Police Lieutenants hired/promoted January 1-March 30th receive 40 hours

- Police Lieutenants hired/promoted April 1 – June 30th receive 30 hours
- Police Lieutenants hired/promoted July 1 – September 30th receive 20 hours
- Police Lieutenants hired/promoted October 1 – December 31st receive 10 hours

Article 30 – Bereavement Leave

Employees absent due to bereavement at the time of death of an immediate family member (spouse, child, stepchild, parent, parent or siblings of spouse, grandparent, grandchildren, brother, sister, or registered domestic partner) may receive regular compensation for a maximum of three days per incident. Three working days shall be defined as three regular workdays under the employee's regular work schedule.

Police Lieutenants may request an additional two working days per incident off using their own accrued leave banks (vacation, MTO, sick, and/or floating holiday) or unpaid leave. Employees may use bereavement leave for up to three (3) months after the death of their immediate family member.

Article 31 – Jury Duty and Witness Leave

Section 31.1 – Jury Duty

If a Police Lieutenant is required to be absent from work to report for jury duty, the employee will notify their Police Commander of the absence as soon as possible, including, a phone message the night before if the Police Lieutenant finds out that they must report the next day.

There will be no reduction in pay for a Police Lieutenant 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 Police Lieutenant is released by the court with four or more hours remaining in their regular work hours, the Police Lieutenant will report for duty as soon as possible and work the balance of the work day. By returning to work, the Police Lieutenant will receive a full day's pay.

In those cases in which the Police Lieutenant is not released by the court with four or more hours remaining in their regular work day, the employee need not return to work. The Police Lieutenant shall receive the full day's pay.

Police Lieutenants will submit proof of jury service to their Police Commander.

Section 31.2 – Witness Leave

If unrelated to their City employment, if a Police Lieutenant is subpoenaed or ordered to appear in court or other quasi-judicial proceeding, the Police Lieutenant is entitled to take the time off for this purpose. While the City will not provide paid time off, the Police Lieutenant may use vacation, MTO or floating holiday leave hours for the time off.

Article 32 – Military Leave

Military leave will be granted and paid in accordance with the law and with the City's personnel policy on military leave.

Article 33 – Pregnancy Disability and Parental Leave

Police Lieutenants are eligible for benefits pursuant to Pregnancy Disability Leave, California Family Rights Act (CFRA), and/or the Federal Family Medical Leave Act (FMLA), when applicable, for purposes of parenthood leave (e.g., pregnancy, childbirth, adoption, or foster care placement) (with health insurance paid for during such leave).

Pregnancy Disability Leave (which runs concurrently with FMLA) provides for up to four months of leave for pregnancy disability (with health insurance paid for during such leave).

CFRA provides the right to take up to an additional 12 weeks of leave (for up to one year after the birth, adoption or placement of a child in foster care) for caring for a newborn child, an adopted child or a child placed in the home for foster care (with health insurance paid for during such leave).

For Police Lieutenants disabled by pregnancy, they may qualify for intermittent leave or reduced schedule leave. For leave for bonding per the CFRA, the City will follow the law (intermittent leave must be in a minimum of two week increments except it may be less than two week increments two times during the first year of birth, adoption or foster care placement. Reduced schedule leave for bonding is at the discretion of the City.

The Police Chief may grant additional unpaid leaves of absence, with no additional benefits, for an additional period of up to four months for parenthood leaves (including employees of any gender) when such leave will not have a detrimental effect in maintaining operational needs.

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

Chapter 6 – EMPLOYER/EMPLOYEE RELATIONS

Article 34 - Management Rights

It is understood and agreed that the City reserves and retains all its inherent exclusive and non-exclusive managerial rights, powers, functions and authority.

Except where limited by specific provisions elsewhere in this MOU, nothing in this MOU shall be construed to restrict, limit or impair the City's rights, powers, and authority. These rights, powers, and authorities, as practiced and hereby reaffirmed, include, but are not limited to the following: (1) determine the purposes and functions of its departments, commissions,

committees and boards; (2) set standards of service; (3) assign and direct its employees; (4) take disciplinary action; (5) relieve its employees from duty because of lack of work or for other legitimate reasons; (6) maintain the efficiency of governmental operations; (7) determine the methods, means and personnel by which government operations are to be conducted; (8) determine the allocation and content of job classifications; (9) take all necessary actions to carry out its purposes and functions in emergencies; (10) require overtime; (11) exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of these rights does not eliminate PPLA's right to meet and confer over any substantive impact these decisions have had on wages, hours and other terms and conditions of employment.

Article 35 – No Strike/Concerted Activities

During the term of the MOU, no employee of the Unit shall engage in any form of concerted action to unlawfully withhold service from the City.

During the term of this agreement, PPLA shall not cause, authorize, advise, or encourage the interruption of work. The term "interruption of work" shall mean any concerted work stoppage or strike.

Article 36 – Discipline

Section 36.1 – Discipline for Just Cause

The City may take disciplinary action only for just cause. Disciplinary actions shall include: oral and written warnings, written reprimand, suspension, demotion, pay reduction, transfer for purposes of punishment and termination, as well as any other action which would entitle the employee to an administrative appeal as described by the Public Safety Officers' Procedural Bill of Rights Act.

Section 36.2 – Administrative Investigations

The following shall apply to administrative investigations:

Interview Procedures

- a. In all cases wherein the Police Lieutenant is interviewed, the person responsible for the interview shall:
 1. Inform the Police Lieutenant that they have a right to be represented by counsel or any representative during the interview.

2. A Police Lieutenant under investigation may, upon request, receive a copy of the following prior to the officer's interrogations: (a) any citizen complaint and/or department complaint which forms the basis for the internal affairs investigation; (b) any statements prepared by the subject employee (such as written reports to superior officers) or summaries or MAV/BWC video/audio recordings or verbatim transcriptions of any statements of the subject employee prepared by another person which the subject officer knowingly gave and which relates to the matter under investigation, such as pre-investigation interviews. Notwithstanding this provision, per Lexipol Policy 450.11 the Chief of Police has the discretion to prohibit the review of any recordings by department employees.
 3. Conduct the interview at a reasonable time and date to allow for the employee procurement of representation.
 4. Identify to the Police Lieutenant all persons present or participating in the interview.
 5. Conduct the interview for a reasonable length of time.
 6. Not expose the Police Lieutenant to offensive language, threats of transfer, disciplinary action, or loss of employment.
 7. Cause a recorded record to be made of the interview, which shall be available to the Police Lieutenant on request.
- b. In the event the Police Lieutenant is being investigated for a criminal offense, prior to the interview, the Police Lieutenant shall be advised of their rights per Department Admonition policy for criminal offenses. If it is not determined that a criminal offense might exist until after the interview has commenced, then the interview shall cease while the Police Lieutenant is admonished.
- c. Police Lieutenants, when ordered by a superior, must answer questions directly and narrowly related to the allegations under investigation.
1. Unless mandated by a court order, these statements will not be used, and are not admissible, in a criminal trial.
 2. Failure to answer questions when ordered may result in disciplinary action and/or termination.

3. If the Police Lieutenant is ordered to answer questions, the following statement may be read into the record:

- i. "The Police Department of Pasadena, California, is conducting an investigation and I, _____, a Police Lieutenant for the City, have been ordered to answer questions."
- ii. "I have been advised that if I do not comply with the order, I may be disciplined or terminated from the department for failure to obey said order."
- iii. "In view of possible job forfeiture, I have no alternative but to follow this order, however, by answering the questions, I do not waive my Constitutional rights to remain silent under the Fifth and Fourteenth Amendments of the United States Constitution, the protections of the California Constitution, and the protections that have been afforded me under case law."

Section 36.3 - Skelly Meetings

As part of the pre-action due process procedure granted to Police Lieutenants, Police Lieutenants will be given the option of using one of the following formats for the "Skelly" meeting following receipt of Notice of Proposed Disciplinary Action:

- 1. Meeting between the Chief and the Police Lieutenant only;
- 2. Meeting between the Chief, the Police Lieutenant and the Police Lieutenant's representative;
- 3. The Police Lieutenant must notify the Chief prior to the meeting as to which option they desire to use.

The Police Chief reserves the right to have a representative with them during a Skelly meeting and audio record the Skelly meeting.

Section 36.4 - Final Discipline and Appeal

1. A Police Lieutenant who receives a notice of disciplinary action shall have the right to appeal the discipline at a hearing presided over by a hearing officer, except in the case of oral and written warnings. For oral and written warnings as well as written reprimands, Police Lieutenants are not entitled to a Skelly meeting. Rather they are entitled to a meeting with the Police Chief as their appeal process in accordance with Government Code section 3304.5. The Police Lieutenant, or the Police Lieutenant's representative, must submit a written request for a hearing within fourteen (14) calendar days of the Police Lieutenant's actual receipt of the notice of disciplinary action. The request shall be submitted to the office of the Chief of Police.
2. The Police Chief, or their designated representatives, shall attempt to informally resolve the appeal and shall arrange a meeting with the appellant and the Police Lieutenant's appropriate representative, if any. In the event the parties are unable to resolve the dispute, then at this same meeting they shall attempt to agree upon the issue, or issues, to be presented at arbitration.
3. Within ten (10) calendar days the City and the Police Lieutenant, through their representatives, if any, shall also discuss the identity of a mutually agreeable hearing officer. If the parties cannot agree upon the identity of the hearing officer, then the City shall promptly request of PERB that it provide a list of seven (7) persons qualified to act as the hearing officer. This deadline may be extended by mutual agreement of the City and the Association.
4. Within ten (10) calendar days following receipt of the list of arbitrators, the parties shall endeavor to select the hearing officer. The parties shall alternately strike one name from the list of hearing officers (the party to strike the first name shall be determined by flipping a coin) until one (1) name remains, and that person shall be the hearing officer.
5. The hearing officer shall conduct the hearing as they deem appropriate to ensure the Police Lieutenant receives due process of law, the principles of just cause are honored and judicial decorum is maintained.
6. The hearing officer shall render a written opinion within thirty (30) calendar days following the closing of the hearing, unless the period has been mutually extended. The opinion shall be served upon the parties and the City Manager or designee.
7. Within thirty (30) calendar days following the date of service of the advisory opinion, the City Manager or designee shall either adopt, reject or modify the hearing officer's finding of facts, and recommended award. The City Manager or designee's decision shall be in writing and served upon the parties within the 30-calendar day window, and shall constitute the final administrative decision subject to appeal under CCP 1094.5.

No Police Lieutenant shall be disciplined or in any way discriminated against for exercising their lawful rights pursuant to this MOU.

This appeal process supersedes any conflicting order, policy, rule or procedure, except those that are mandated by state or federal law.

Article 37 - Grievances

Section 37.1 – Definition of a Grievance

A grievance is an allegation which may be filed by a member of the bargaining unit or the Association (the “grievant”) that there has been a misinterpretation or misapplication of this MOU.

Section 37.2 – Representation during the Grievance Process

If a Police Lieutenant files a grievance, they may be self-represented; be represented by another person; or be represented by the Association not to exceed two City employees.

A Police Lieutenant may have a representative present at meetings with City representatives during each step of the grievance procedure.

The representative shall be entitled to:

1. Notification of the time and place of the grievance proceedings and the opportunity to be present at such proceedings.
2. A copy of any written decisions or communications to the Police Lieutenant concerning the grievance proceedings.
3. Time to discuss the grievance or complaint with the Police Lieutenant.
4. Make inquiries in order to obtain relevant information and the right to interview witnesses, supervisors and other employees on City time.
5. Time to assist the grievant in preparation for the grievance process.

Section 37.3 – Steps of the Grievance Process

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 set forth below may be extended when mutually agreed upon in writing between the City and the grievant. If the Police Lieutenant, or their representative or the Association, fails to proceed with the grievance within any of the time limits specified herein, the grievance shall be considered abandoned.

Grievance Steps:

A grievant must file a grievance at Step 1, and if not satisfied with the results at Step 1, may utilize Steps 2 and 3 as set forth below:

Step 1 – Oral Presentation of a Grievance

The grievant (the Police Lieutenant, their representative or the Association) shall orally present the grievance to the Police Chief or designee within sixty (60) calendar days following the event or events upon which the grievance is based.

The Police Chief or designee shall make whatever investigation is deemed necessary and may arrange a meeting with the Police Lieutenant, their representative, or if filed by the Association, an Association representative, to discuss the grievance and, if possible, resolve it. The Police Chief or designee shall provide a decision to the Police Lieutenant within fourteen (14) calendar days following the oral presentation of the grievance.

If the grievant is not satisfied with the decision of the Police Chief or designee at Step 1, appeal to step 2 can be made.

Step 2 – Written Presentation of a Grievance

If the grievant desires to appeal their grievance to Step 2, they shall submit the grievance in writing to the Director of Human Resources, within fourteen (14) calendar days of receipt of the Police Chief or designee's decision at step 1.

The written grievance must contain a complete statement of the alleged misinterpretation or misapplication of the MOU, the facts upon which it is based, the Police Lieutenant's reasons for the appeal, and the remedy being requested.

The Director of Human Resources, or their designated representatives, shall attempt to resolve the grievance and shall arrange a meeting with the grievant and/or their representative. A decision, in writing, shall be given to the grievant within fourteen (14) calendar days of the meeting (at step 2) in which the grievance is discussed.

If the written decision is not provided to the grievant within fourteen (14) calendar days of the step 2 meeting, or if the employee is not satisfied with the decision at Step 2, the grievant may appeal to step 3.

Step 3 - Presentation of the Grievance to Advisory Arbitration

If the grievance has been properly processed and is not satisfactorily resolved at step 2, the Association or the Police Lieutenant with the Association's written consent may appeal the grievance to step 3. If the Police Lieutenant is a grievant and the Association does not provide consent to proceed to arbitration, the grievance is final at step 2. The step 3 grievance appeal shall be in writing, signed by the grievant or by their representative, and shall be submitted to the Director of Human Resources within fourteen (14) calendar days of the written decision at step 2. If no written decision is received at step 2, the employee has thirty-five (35) days from the meeting at which the step 2 grievance was discussed to appeal to Step 3.

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. The parties can also mutually agree to an arbitrator who is not on the list received from PERB.

Within seven (7) calendar days following receipt of the list of arbitrators, the parties shall select the arbitrator. If the parties cannot mutually agree on the selection of an 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.

The arbitrator shall hold a hearing regarding the grievance. The arbitrator shall not hear witnesses without the presence of both parties. They shall issue a written opinion within 30 days following the close 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 alleged grievance. The opinion shall be sent to the City Manager or their designee, with a copy to the grievant and the Association if the grievant was an employee.

Within thirty-five (35) calendar days following receipt of the advisory opinion, the City Manager or their designee shall advise the grievant by letter whether they intend to take any further action regarding the grievance as addressed in the arbitrator's advisory opinion. This letter is the final decision on this grievance. A copy of the City Manager or their designee's letter will be sent to the grievant and the Association if the grievant was a Police Lieutenant.

The grievant will be advised of their right to appeal the decision of the City Manager or designee in accordance with Code of Civil Procedure section 1094.5.

If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript, the cost will be shared equally.

Each party shall arrange for and pay expenses of witnesses that are called by such party, except that any City employee called as a witness shall be released from work without loss of compensation or other benefits for the time needed to testify at the arbitration hearing.

The arbitration may be conducted virtually based on mutual agreement of the parties.

Article 38 – Layoff

Section 38.1 – Definition and Authority for a Layoff

A layoff is defined as any involuntary separation wherein the City eliminates a position because of curtailment of funds, reduction in force due to technological or operational changes, or elimination or modification of any activity or service.

The City Manager shall have the authority to affect a layoff of a position or positions.

Section 38.2 – Layoff Process

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, provided, however, no Lieutenant shall be transferred to another department or classification, except a previously held classification pursuant to bumping rights below, without their consent.
2. If there is a layoff, Police Lieutenants have the right to return to their most recent prior classification, if any, at their option.
3. Individuals with the least seniority in the classification of Police Lieutenant shall be laid off first.
4. Employees who, in order to avoid being laid off, accept voluntary demotion shall be compensated in the established salary range of the class into which they transfer at the step nearest to, but not greater than, that received in their former classification. The employee's rate of pay shall be changed at the time that the reassignment is made or new duties and responsibilities are assumed and the employee shall retain the previous employment date for purposes of step advancement.
5. Employees who accept voluntary demotion shall be eligible at any time for reappointment to their previous classification on the basis of the inverse order of layoff (i.e., last Lieutenant demoted is first person re-promoted) when openings occur in the Lieutenant rank. Rejection of a reappointment offer shall terminate eligibility for future consideration.
6. 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 12 months.
 - b) To hold reemployment rights for a period of 12 months and be eligible for any vacancies which may occur during this period in the classification held by the employee in the department where the layoff occurred, provided that the employee is able to perform the duties of the job.
7. Any employee who must be laid off shall receive a severance pay benefit based on the following considerations: (Should it be determined that the City of Pasadena is required to participate in Unemployment Compensation Insurance, negotiations shall be

reopened on this issue only and severance pay shall be reduced concurrent with the availability of unemployment compensation to employees in this unit.)

- a) Severance pay shall be at the rate of 60% of the employee's current monthly base salary. The employee will be entitled to one monthly payment for each year of continuous, regular employment, to a maximum of six payments.
- b) Severance payments shall be prepared with the regular payroll and paid at the end of each month that the employee has not been recalled for the duration of his/her benefit.
- c) Employee must have completed at least one year of service before being entitled to this benefit.
- d) If the layoff period is for less than one month, the employee shall receive a benefit proportional to the length of time of the layoffs.
- e) Employees who are laid off will be given the following considerations with regard to their other accumulated benefits:
 - 1) Employees will not continue to accumulate any longevity-based benefit during the period that they are laid off but will retain any benefits accumulated to the date of layoff. Employee retirement benefits cease at the time of, and will not be paid during, a layoff period.
 - 2) The employee may remain in a layoff status for a maximum of 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.
 - 3) The laid-off employee will have the option of receiving payment for any accumulated vacation and/or sick leave, within the provisions of the respective policies, at any time during the layoff period. Such payments will be made in one sum and will be independent of any severance pay received.
 - 4) Employees who claim payment for accumulated vacation and/or sick leave and are subsequently recalled, will begin re-accumulating the claimed benefit(s) on the date that they report back to work.
 - 5) Laid-off employees, who are not recalled within the 12-month period, will be completely separated from City service and will automatically receive payment for any accumulated vacation or sick leave which has not been previously claimed.

- f) In the event of death of an employee while receiving severance pay, such payment shall not continue to employee's beneficiaries, such payment shall cease.
- g) Employees laid off and given an opportunity to return to a job for which they are qualified shall be allowed a maximum of 14 calendar days after such notification to make themselves available. If an employee refuses such an opportunity to re-employment, the employee will be removed from the reemployment list.
- h) Severance benefit payments shall cease when the laid-off employee returns to work with the City or obtains another full-time position.
 - 1) 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.
- 8. Employees who: (a) may be transferred, (b) accept a voluntary demotion, (c) are reemployed by the City, shall meet the job requirements of the class into which they are placed.
- 9. Questions on seniority status, which affect retention and are influenced by previous reclassification actions, shall be adjudicated by the Director of Human Resources.
- 10. When computing an employee's most recent continuous service and applicable severance payment, previous layoffs and any payments thereto will be disregarded.
- 11. The terms and conditions of this layoff policy will not be used as a substitute for disciplinary action against any employee.

Section 38.3 – Layoff Procedure

Notice: Each affected employee shall receive written notice from the City Manager, specifying the exact date when layoff is to be effective; and at least two weeks' notice shall be given.

The commencing date of the reemployment rights of the employee shall start from the effective date of layoff.

Recall List: The Human Resources Department will automatically establish a recall list for a period of 12 months.

- 1. All departments where classifications exist which are on the recall list will be notified of the employee's availability.
- 2. 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.

FOR THE PASADENA POLICE LIEUTENANTS ASSOCIATION


Keith Gomez (Jul 2, 2024 15:01 PDT)

Keith Gomez
President

07/02/2024

Date


Anthony Russo (Jul 2, 2024 11:33 PDT)

Anthony Russo
Vice President

07/02/2024

Date


Bradley May (Jul 2, 2024 10:17 PDT)

Brad May
Sergeant at Arms

07/02/2024

Date

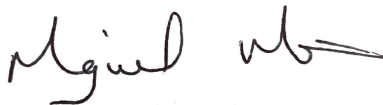

ROBERT WEXLER (Jul 3, 2024 11:49 PDT)

Robert Wexler
Chief Negotiator for the PPLA

07/03/2024

Date

FOR THE CITY OF PASADENA



Miguel Márquez
City Manager

07/08/2024

Date


Tiffany Jacobs-Quinn (Jul 8, 2024 18:57 PDT)

Tiffany Jacobs-Quinn
Director of Human Resources

07/08/2024

Date


Jaime Arellano (Jul 15, 2024 08:53 PDT)

Jaime Arellano
Principal Human Resources Analyst

07/15/2024

Date


Michael Paliwoda (Jul 8, 2024 19:06 PDT)

Michael Paliwoda
Principal Human Resources Analyst

07/08/2024

Date



Bill Grisafe
Police Commander

07/14/2024

Date



Peter J. Brown (Jul 8, 2024 19:07 PDT)

Peter Brown
Chief Negotiator for the City of Pasadena

07/08/2024

Date

APPENDIX A

Salary Schedules 2024-2028

Amended July 13, 2026

Effective July 1, 2024

Classification	Minimum	Maximum
Police Lieutenant	\$84.2269	\$105.2836

Effective July 15, 2024

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	\$92.6172	\$97.2481	\$102.1104	\$107.2161	\$112.5768

Effective July 15, 2024, the salary range for PPLA will convert to a 5-step salary scale and employees will be placed on the step closest to, but not lower than, three percent (3%) more than their existing base pay, prior to applying the 3.8128% salary increase.

Effective June 30, 2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	\$95.9862	\$100.7856	\$105.8248	\$111.1162	\$116.6719

Effective June 29, 2026

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	\$99.0494	\$104.0018	\$109.2019	\$114.6620	\$120.3951

Effective August 10, 2026

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	\$103.0540	\$108.2067	\$113.6170	\$119.2979	\$125.2627

Effective June 28, 2027

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant	\$108.2580	\$113.6709	\$119.3544	\$125.3221	\$131.5882

